

STUDENT TERMS & CONDITIONS

(V5_Approved 07/01/2021)

TERMS AND CONDITIONS

These are the terms and conditions on which we provide services to you, including courses and or digital content. Accordingly, you should read these terms and any documents referred to in them carefully before you submit your application to us because these terms are incorporated by reference into the application (any contract between you and us entered into following our consideration of the application). These terms explain to you:

1. London School of Design and Marketing and our relationship with the University for the Creative Arts.
2. The Admission and Enrolment process.
3. Course Fees and Payments.
4. Course Delivery.
5. Course changes.
6. Cancellation Rights.
7. Courses for private use.
8. Data Protection and Confidentiality.
9. Plagiarism and Malpractice.
10. Communications between you and LSDM
11. Intellectual Property.
12. Miscellaneous items; and
13. Law, jurisdiction and disputes.

1. LONDON SCHOOL OF DESIGN AND MARKETING AND OUR RELATIONSHIP WITH THE UNIVERSITY FOR THE CREATIVE ARTS

London School of Design and Marketing (incorporated as London School of Design and Marketing Limited in England with company number 08901408 and having its registered office at Tower 42, 25 Old Broad St, London EC2N 1HN, United Kingdom) (**LSDM**, **'we'** or **'us'**) deliver online undergraduate and postgraduate degree level courses in design and marketing, accredited by University for the Creative Arts (**UCA**) one of the United Kingdom's leading specialist universities (**'Courses'**).

Once your registration has been validated and you are enrolled as a student of LSDM you will be enrolled with LSDM for a UCA award and will follow our applicable academic regulations as identified on our website.

2. ADMISSION & ENROLMENT

In order to apply for an undergraduate or postgraduate degree level course online with LSDM you must complete the online application form for the relevant course and submit it to us together with all the supporting documentation required by the application form.

It is your responsibility to ensure that you provide us with true and accurate information including as regards prior qualifications and work experience. If you provide us with incorrect or fraudulent information, we reserve the right to immediately end the contract and/or take any disciplinary action, including expulsion without refund of any fees paid and cancellation of any academic qualifications obtained.

As part of the enrolment process, you are required to agree to these 'Student Terms & Conditions' that set out the terms on which we will provide services to you and your obligations to LSDM.

When you have submitted your application and all supporting documentation required by us, we shall start processing your application and you should expect to receive a response from us within 15 working days. Please be aware that LSDM will have to review your application and all the supporting documents and validate them with UCA before notifying you, accepting or

refusing your application. We reserve the right to refuse admission to any prospective student at our absolute discretion.

The submission of your application to us will be an offer of acceptance by you to take the Course you apply for on the terms set out in the application form and these Terms and Conditions, which if the offer is accepted by LSDM, will bring a contract between us into existence, under which you shall be obliged to pay the Fees for the Course unless you exercise your right to cancel the contract in accordance with paragraph 6 (Cancellation Rights) within 14 days of your receipt of notice from LSDM accepting the offer you made in your application to take the Course.

As an online teaching institution, we are proud to work using limited paper and so reducing the impact on the environment. It is our practice to send all documentation to students via email. It is unlikely that it will arise, but we may have to send you documentation by post.

3. COURSE FEES & PAYMENTS

Please see the 'fees' section of our website for details of the sums payable for your online degree course and registration fees. Fees payable for subsequent academic years may be varied and students do not have price protection beyond each academic year.

It is your responsibility to estimate and make provision for any additional costs you may incur in addition to your registration and online degree course fees. In particular computer equipment and Internet access costs are not included in our fees and are your responsibility.

Registration and course fees must be paid in pounds sterling through our website by the online payment facilities as these are quick and secure. Please be warned that: (I) if the funds received by our bank are not in pounds sterling, you will be responsible for any charges arising from converting the funds received into pounds sterling; (ii) if the sum paid into our account is less than the sum payable by you for the registration and course fees, whether because of deductions made by your bank or otherwise you shall be liable to pay the outstanding balance to LSDM.

Registration and online degree course fees must be paid prior to the beginning of the Course. In the case of a Bachelor of Arts (Hons) degree you must pay the relevant Registration and online degree course fee.

Online degree courses and registration fees are inclusive of the fees for exams and course assessment, both in the regular assessment period and in the resit period. In the case of unapproved units in both assessment periods referred to above, the student will be required to retake the curricular units, for which there will be an additional fee, per unit. Please consult the fee policy in force to know the values applied in the current academic year.

It is always possible that despite our best efforts, the course fees may be incorrectly priced. In the unlikely event this occurs and you have been overcharged we will make every effort to notify you of the correct amount as soon as is reasonably practicable and refund any amount for which you have been overcharged.

If you have any difficulty in paying your fees please contact our student office team at finance@lsdmlondon.com as soon as possible.

4. COURSE DELIVERY

After your acceptance and registration on one of our online degree courses you will receive all the necessary information to start your course, including the Course Handbook, your personal Login details to enable you to access the online degree level course and other relevant LSDM material including access to a module to help you to adapt to and find your way around the LSDM network.

LSDM will provide an online campus through which you can deal with your student work including: Course content, Course tuition, Course assessment, Course resources and administrative matters.

Please note that you must satisfy the requirements to take an online Course in particular you will need: a computer which has up to date operating systems (including up to date programs

for word processing, spreadsheets, presentations, illustrations and editing of video and audio) and good and permanent access to the internet through a broadband connection. To attend our courses, you must have a minimum understanding as a user of the applications such as: word processing, spreadsheets, presentations, illustrations and editing of video and audio. Whilst our online platform supports the major modern web browsers, our online platform might not support older versions of web browsers. Your web browser may have pop up blockers or a firewall to block content and it may be necessary to reconfigure or disable them to enable you to use our online platform.

You should run up to date anti-virus programs to protect your computer.

If we are not able to provide the Course, or any material element of it, because of an event that is outside LSDM's reasonable control we will contact you as soon as practicable to let you know and we will take reasonable steps to minimise the effect of any delay in the delivery of the Course, or any material element of it, but we shall not be liable to you for delays caused by such an event that is outside LSDM's reasonable control. If there is a delay in excess of 6 weeks you may contact us to end the contract and receive a refund for any part of the Course you have paid for but not received.

5. COURSE CHANGES

LSDM reserve the right to make changes to the Courses and or these terms and conditions: to implement minor technical adjustments or improvements which do not affect the delivery of the Course, to provide for consistency with practice and guidance in the UK Higher Education sector, in order to maintain currency within the curriculum in relation to best professional or industry practice, to comply with changes required by law or applicable regulations, or by the accrediting University – University for the Creative Arts UCA or to put in place measures to implement feedback received from students.

LSDM reserves the right to make the following changes to these terms and or to a Course or courses and if LSDM makes such changes, we will notify you at least 30 days before such changes are made: increase fees annually to reflect increases in costs of providing the Courses, to correct errors, to make these terms and conditions clearer, and/ or by adding or removing modules which are optional. If you do not wish to accept the updated terms you

may contact LSDM in accordance with paragraph 10 to end the contract to the extent such changes materially affect the delivery of services to you in any material respect or increase your obligations under the contract by giving notice to terminate the contract to LSDM within 14 days of being notified of the changes. If you elect to end a contract as a result of such material changes you shall not be entitled to a refund in respect of any fees that relate to any period before such changes come into effect. You will only be entitled to a refund if LSDM does not provide the Course, or any material element of it and after a delay in such provision in excess of six weeks, you terminate the contract, in which case you may contact us to receive a refund for any part of the Course you have paid for but not received.

If you wish to make changes to the Course you have applied for you should contact LSDM and we will advise you if the change is possible.

6. CANCELLATION RIGHTS

The law (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) allows you the right to cancel any contract you enter into with LSDM within fourteen days of your agreeing to accept an offer of a place on one of LSDM's online courses (**'Cancellation Period'**).

If you wish to cancel your contract with LSDM within the Cancellation Period you must deliver a clear statement in writing to us (using one of the methods described in paragraph 10) within the Cancellation Period. In that statement, please provide your name, address, the details of the course you were proposing to study and confirmation that you wish to terminate your contract with LSDM and do not wish to continue with the Course.

If you cancel your contract with LSDM during the Cancellation Period we will reimburse to you all the payments received from you, save for the registration fee payable for processing your application which will not be refundable as it is a charge for processing your application. If you withdraw from your Course at any time after the expiry of the Cancellation Period, then you will not have a right to receive a refund of any fees or registration fee you have paid.

7. COURSES FOR PRIVATE USE

LSDM provides online degree courses for private non-commercial use. Accordingly, we have no liability to you for any loss of profit, loss of business, loss of revenue, interruption of business or loss of business opportunity.

8. DATA PROTECTION & CONFIDENTIALITY

LSDM has practices in place to comply with the rules for the processing of personal data, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, which refers to the General Data Protection Regulation ("GDPR"). LSDM Data Protection Policy regulates the way in which LSDM obtains, uses, holds, transfers and processes your Personal Data and ensures that you know the rules for protecting Personal Data.

Main Personal Data Protection Principles:

- Personal Data shall be processed lawfully, fairly and transparently.
- Personal Data shall be obtained only for specified and explicit purpose(s).
- Personal Data shall be relevant and necessary and be kept up to date.
- Personal Data shall not be retained for longer than is necessary (storage limitation).
- Appropriate security measures shall be taken against unauthorised or unlawful

Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data using appropriate technical or organisational measures (integrity and confidentiality).

The personal data provided by you in the enrolment and registration process, and in the course of the provision of online education service, will be treated to:

- a) evaluate and assess your application to enrol for an online degree course with LSDM;
- b) process your payment of fees and registration charges.

- c) provide online degree level course to you.
- d) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- e) identify plagiarism.
- f) maintain relation with Alumni.
- g) produce publications.

LSDM guarantees compliance with the right of access, rectification, erasure in certain circumstances, limitation of treatment, portability and access prevention of personal data, through the LSDM Student Office.

LSDM shares your personal information with UCA, the entity responsible for the accreditation of the online courses, for the purpose of registration, quality monitoring and award of qualification.

LSDM may share your personal information with other companies within the group; partners, suppliers and subcontractors to facilitate the performance of any contract with them or with you; professional, statutory and regulatory bodies; suppliers of optimization mechanisms of our systems and platforms.

We take appropriate measures to keep your personal information secure from unauthorised access and ensure it is used only for the purposes for which it should be used. We might be obligated to disclose your information if required by law.

LSDM will keep your records into two categories: medium and permanent.

- **Medium Term Retention (three years):** During three years after you leave your programme of study, LSDM will keep all records regarding participation, tuition, assessment submissions, results, assessment's general and specific feedback.
- **Permanent Retention (after three years):** LSDM will retain only the data necessary to identify you and to confirm the dates you studied, the degree and classification you were awarded and a transcript of your marks. All other personal data on your student record will be disposed of in a secure manner.

9. PLAGIARISM & MALPRACTICE

You will be asked to confirm at the time of submitting an assessment for your online degree course that the work is your own and has not been copied from elsewhere and that any use of sources and references has been appropriately identified.

LSDM uses specialized software tools for running plagiarism checks. If under any circumstance we suspect plagiarism the matter will be investigated.

LSDM will judge the severity of each situation regarding plagiarism or malpractice and take appropriate disciplinary action (after giving the student an opportunity to explain the situation) varying from written warning to expulsion from the online degree course with no award.

10.COMMUNICATIONS BETWEEN YOU AND LSDM

You may contact LSDM by sending us an email to student.office@lsdmlondon.com, by telephoning us on +44 20 3983 5918 or by post to Tower 42, 25 Old Broad St, London EC2N 1HN, United Kingdom.

We may contact you by email or by post by writing to you at the email or postal address you have provided to LSDM. We may telephone you by calling the number you have provided to LSDM.

11.INTELLECTUAL PROPERTY

LSDM is the owner or the licensee of all intellectual property rights appearing on our websites, the services and the materials delivered to you as part of your participation in one of our online degree courses. The contents of our web site, the services and materials – including logos, text, graphics, images, information, icons, software, files and the services and the materials delivered to you by LSDM and / or its agents (collectively, "**LSDM Content**"), are protected by copyright laws, trademark laws and other laws. All such rights are reserved to LSDM.

LSDM authorizes you, subject to these Terms and Conditions, to access and use the LSDM Content available to you for your Course and to download and print such content solely for your personal, non-commercial use.

LSDM is responsible for producing the content of every lesson. Such content can be found in English, Spanish and Portuguese. Additionally, you'll find in each lesson external resources created by other authors – articles, videos, blogs and others. Their source will be identified and these will be kept in their original language which eventually may not be the one you've chosen.

All LSDM Content is the property of LSDM or its licensors and its use otherwise than in accordance with any authority given in these Terms and Conditions (or otherwise expressly given by LSDM in writing) is strictly prohibited.

You agree not to sell, misuse, modify the LSDM Content or reproduce, display, distribute, or otherwise use the LSDM Content in any way for any public or commercial purpose or in any manner that may cause confusion among consumers, that disparages or discredits LSDM or its licensors, or that otherwise infringes LSDM's or its licensor's intellectual property rights.

All your original work as a student on one of our online degree courses including exercises and assessments are a part of your ownership rights. By submitting such work to LSDM you grant us rights to use it for the purposes of assessing your performance on the course and submitting it to UCA for them to evaluate.

12.MISCELLANEOUS ITEMS

You may not transfer your rights in relation to a Course or any other right under your agreement with us to anyone else.

You must ensure that you keep your online passwords secret and do not disclose them to any third party.

A person who is not a party to this agreement shall have no right under the Contracts (Rights

of Third Parties) Act 1999, to enforce any term of the agreement between you and LSDM.

The illegality or unenforceability of any provision of these terms and conditions shall not affect the validity and enforceability of the remaining sections and legal or enforceable provisions hereof.

No failure to exercise or delay in exercising on the part of LSDM any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege by LSDM preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights or remedies otherwise provided by law.

13.LAW, JURISDICTION AND DISPUTES

This agreement is made subject to the laws of England and Wales. You agree any dispute under this agreement shall be subject to the jurisdiction of the courts of England and Wales.

By submitting your application, you agree that you enter into a contract with London School of Design and Marketing Limited, incorporating these Terms and Conditions.