



Contract with Student

Version	Date	Changes	Reason for Changes	Author/Reviewer	Next Review
v2.1	May 2024	Amendments of minor syntax and spelling errors	Annual review was due	Mohammad T Islam (Head of Academics & Quality Control)	May 2025/ As required
v3.1	May 2025	Amendments of minor syntax and spelling errors	Annual review was due	Mohammad T Islam (Head of Academics & Quality Control)	May 2026/ As required

Terms and Conditions

It is important that you understand this document (the 'Contract') because it sets out the terms and conditions ('Terms') that will govern the contractual relationship between you and Commonwealth college of Excellence (the 'College' or 'we').

Part 1

1.1 Introduction

Commonwealth College of Excellence ("the College") is a private limited company registered with Companies House of England and Wales. Company Registration No. 2203404. Registered office address: Kemp House 152, City Road London EC1 V 2NX. The College is regulated by the Department for Education and Student for Office for our higher education provisions.

Our principal place of business is 16-17 Grand Arcade, Industrial House, London N12 0EH

1.2 Contract with the College

The ("Contract") between you and the College incorporates the following documents:

1. The offer communicated to you ("Offer") following your application to a course
2. The terms set out in this document
3. The policies and regulations referred to (as amended from time to time) in this document
4. The published material as at the date of your Offer.

If there is any inconsistency between the documents in your Contract, the document will prevail in the above order.

1.3 Formation of the Contract

You enter into a Contract with the College at the point at which you accept our Offer of a place to study with us. At that point, a legally binding Contract is formed between you and the College. If you do not wish to be abide by the terms of this Contract, please do not accept the offer.

If any part of the contract is not clear to you, please consult with us before accepting the Offer of a place at the College.

1.4 Expiry of the Contract

Unless the Contract is terminated earlier, the Contract between you and the College will expire on the completion of the Programme regardless of whether you have been awarded a degree/certificate.

Part 2

2.1 Student's Obligation

By accepting an Offer and enrolling for the programme you agree to abide by the terms of this Contract and all other policies and procedures set out below. The College may terminate its Contract with you for a number of reasons detailed in Part 4 below and as a result of provisions made in the following policies and regulations:

- Academic Appeals Policy and Procedure
- Attendance Policy
- Data Protection Policy
- Equality and Diversity Policy
- Health and Safety Policy
- Mitigating Circumstances Policy
- Safeguarding Prevent Strategy
- Policy and Procedure on Tracking and Monitoring Academic Progress
- Recognition of Prior Learning (RPL) Policy and Procedure
- Recruitment, Selection and Admission Policy
- Registration and Certification Procedure
- Code of Practice and Freedom of Speech – Academic Freedom
- Student Complaints Policy and Procedure
- Continuity Plan and Reasonable Adjustments Policy
- Student Welfare Policy
- Policy and Guidance on placement and work
- Academic regulations
- Refund and Compensation Policy
- Programme Handbook
- Student Handbook
- Unit Handbook
- Malpractice and Maladministration Policy
- Teaching and Learning Policy
- Student Mentoring Policy
- Student Protection Plan
- Academic Appeals and Procedure
- Plagiarism Policy
- Admissions Appeals Policy
- Examination Regulations
- Assessment Policy
- Public Information Policy
- Quality Policy

If the course or programme you enrolled for requires you to agree to the terms and conditions of professional bodies or third parties such as Pearson used by the College; by agreeing to this Contract you agree to abide by relevant professional bodies' terms and conditions.

2.2 Disclosure

You are required to disclose all relevant information at the time of your application to the best of your knowledge and information. Your disclosure obligation continues until completion of the programme and award.

You are required to disclose all current or prospective criminal convictions and fines at the time of your application for a programme.

You are required to disclose your relevant physical and mental medical conditions, such as infectious diseases.

2.3 Course Attendance, Participation and Private study

You agree:

To attend scheduled class, seminars and other activities as per your course/programme requirement, to undertake private study and submitting your own course work on time within the deadline.

You must notify us of any absence from attending the class, seminar and your inability to submit course work supported by an acceptable reason with evidence. You must not or seek to take unfair advantage over other student taking any programme with the college in breach of academic misconduct.

2.4 Compliance with the Regulation

By accepting our Offer of place with the College, you agree to familiarise and abide by the rules, regulation, policy and procedure listed above (2.1) The College reserve the right to amend, change or alter the above policy and procedure without any prior notice only for clarity and benefit of the students. However, if any change materially affects the contract between you and the College, we will consult and agree with you such changes.

2.5 Tuition Fee, Deposit and Debt

You are responsible for the payment of the Tuition Fee. You will be invoiced by the College for the full amount unless you have:

1. Financial support via Student Loan Company or An official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part.
2. If the employer or sponsor or student finance does not pay the Tuition Fee in full or make partial payment by the due date, we will invoice you for the balance and you will be fully liable for it.

If our Offer of place requires you to pay a deposit and if it is not being paid by the date stated we may withdraw the Offer or terminate the Contract without giving you further notice.

Part 3

3.1 The College Obligation / Delivery of Services

The College will use reasonable care and skills to deliver its services and courses in accordance with published materials and this contract. However, this may not always be possible due to circumstances beyond the College's control and the terms or content of the course or services as published may need to be changed. The College will endeavour to minimise the change and any significant changes to the terms of the Contract or your course will be brought to your attention as soon as possible.

If the changes prejudicially affect you, you may either cancel the Contract or withdraw from the course without any liability to the College for Course Fees even after expiration of the cancellation period or transfer to such other course as we may offer you. These will apply to:

1. A situation where a course or module has been cancelled due to insufficient enrolments to make it viable.
2. Published course or module content change following suitable student consultation in order to improve the quality of educational services, to meet the latest requirements of a commissioning or accrediting body, in response to student feedback.

If you choose to cancel the Contract (and withdraw from your course) in accordance with this Clause, where possible we may assist you in finding an alternative comparable course with another higher education provider in the United Kingdom.

3.2 Deferral or Transfer of Study

If we permit to differ your place or transfer the programme, your contract with the College will be amended but subject to your continuance acceptance of the terms and conditions of the policies and regulation in place. **By enrolling to the differed or transferred programme you will be consenting to the amendment of the contract.** However, you are not entitled to amend your part of the contract without our written consent.

3.3 Disclaimer

The College will use its best endeavour to provide its resource services such as library, IT, laboratory and other services as per the College published materials. Sometimes it may not be possible for the circumstances beyond the College control such as:

1. Industrial action of the College staff or third parties.
2. Unexpected departure or absence of key members of staff.
3. Power failure.
4. Acts of terrorism.
5. Damage to buildings or equipment.
6. Acts of any governmental or local authority; or
7. The College IT system failure, repair or improvement
8. Health and safety policy

The College cannot limit its liability in negligence in respect of death or personal injury. However, the College reserves the limit of liability in contract, tort, breach of statutory duty and

misrepresentation, in all of these cases our liability limit to the amount of tuition fee paid by the students or the amount of insurance money received from its insurer.

The College does not accept responsibility or liability for loss of personal property. You are reminded not to keep any personal belonging unattended at any time for security reason and loss and damage. You are reminded to take out personal insurance to cover any loss or damage to personal property.

Part 4

4.1 Your Legal Right to cancel the Contract

You have a legal right to cancel the contract if you wish to withdraw from the course within 14 days of accepting the offer of place of study with us. You do not have to give any reason for cancellation. After 14 days your legal right will expire and you will become liable for the full tuition fee.

To exercise your right to cancel, please inform the Admission Team at 16-17 Grand Arcade, Industrial House, London N12 0EH in writing or by email: info@cce.ac.uk. You must use our reference, your full name and address, course details.

Subject to next paragraph if you cancel the contract within the 14 days period, full refund of your tuition fee will be made using the same means of payment to the same person or authority who paid the tuition fee.

If you begin the course during the cancellation period and you cancel during the cancellation period, you are required to pay us an amount proportionate (in comparison with the course fee due over the contract period) to the service we provided at the point of your notification of cancellation.

For further details please read our Tuition Fee and Refund and Compensation Policy

4.2 Termination of the Contract by the College

The College, without accepting any liability may cancel your registration thereby terminating the contract with you, for the following reasons and any other reason which may raise in the future:

- You failed to response or provide our request for information in support of your application/enrolment within the stipulated date
- If there is a change in your circumstances during acceptance of our Offer and start of the course which makes it inappropriate for you to study on your course
- If any information becomes known to us about you which makes it inappropriate for you to study on your course If you have not provided all relevant information, or you have supplied false or misleading information, relating to your application for your course

- If you fail to enrol in accordance with the Enrolment and Registration Policy If you fail to pay outstanding fees If there is reason for us to believe that you are not fully engaged with your studies, or that you may have left the course
- If an action is taken in accordance with the appropriate Disciplinary Procedures, Fitness to Study Procedure If an action is taken in accordance with the decision of a Board of Examiners.

4.3 Effect on Termination of this Contract

On termination of this contract:

- You shall not be entitled to enrol on your course (if, at the date of termination, you have not already enrolled) and
- You shall be required to stop studying on your course and to leave the College immediately (if, at the date of termination, you have enrolled);
- You must return your Student Identification Card, together with all property owned by the College or Partner and
- You must pay all outstanding fees, charges and debts immediately.

Any action taken under the above provisions will not restrict the College or Partner's ability to take any other action that it may be entitled to take. The College or its Partners will not be liable for any loss or damage which you may suffer as a result of termination by us.

Part 5

5.1 Publicity

The College, subject to the consent of the student, and the Fee Payer, may reasonably have use of the student's details and academic achievements, including images or recordings of the Student for promotional purposes.

5.2 Privacy Policy

The College hereby notifies you that on receiving your application for study with us, we will use and store your personal information, including photograph and video images and we will share them with other relevant authorities, such as SLC, BIS, HESA, QAA, HEFCE, NSS, DHLE, DFE and OfS. We will not be able to process your application if you do not wish us to use and store and share your personal data, information and photographs and video images. For further details please read our Privacy Policy.

5.3 General Data Protection Regulation

Any information provided to The College may be held on computer and on papers which shall be used by The College in accordance with its data protection registration and the data protection policies.

The Student is obliged to notify The College of a change of address, phone number or email address while enrolled on a course.

CCE will use your personal information for academic and/or administrative purposes, including providing references on your behalf. The College is legally required to release your personal data to statutory bodies such as the Higher Education Funding Council for England (HEFCE), the Universities and Colleges Admissions Service (UCAS), the Student Loans Company (SLC), the Higher Education Statistics Agency (HESA) and the Office for Students (OfS). All uses that HESA makes of your HESA information will be within the purposes set out in their collection notice, which can be read in full at HESA website. The College, the Government or their respective agencies may need to check the accuracy of personal information provided by students against external data sources. Your personal data will also be released here other legislation, such as the Protection of Children Act 1999 or the Mental Health Act 2007, overrules the principles of the Data Protection Act 1998

For further details please read our General Data Protection Policy

5.4 Equal Opportunities

Any information provided to The College may be held on computer and on papers which shall be used by The College in accordance with its data protection registration and the data protection policies.

The Student is obliged to notify The College of a change of address, phone number or email address while enrolled on a course.

CCE will use your personal information for academic and/or administrative purposes, including providing references on your behalf. The College is legally required to release your personal data to statutory bodies such as the Higher Education Funding Council for England (HEFCE), the Universities and Colleges Admissions Service (UCAS), the Student Loans Company (SLC), the Higher Education Statistics Agency (HESA) and the Office for Students (OfS). All uses that HESA makes of your HESA information will be within the purposes set out in their collection notice, which can be read in full at HESA website. The College, the Government or their respective agencies may need to check the accuracy of personal information provided by students against external data sources. Your personal data will also be released here other legislation, such as the Protection of Children Act 1999 or the Mental Health Act 2007, overrules the principles of the Data Protection Act 1998

For further details please read our General Data Protection Policy

5.5 Jurisdiction

The terms and conditions and the contract are governed by English Law. In case of dispute only English Law has jurisdiction. You agree to submit to the exclusive jurisdiction of the English court resolving any dispute arising between the College and yourself.

If any of the terms and conditions are held by the English Court to be not valid or legally enforceable, the other terms and conditions and rest of the contract will be enforceable in law. Heading of the terms are reference purpose only.

5.6 Third Party Right

This contract is only enforceable by the College and you. Under this contract no other person or third party has any right. The Contract (Right of Third parties) Act 1998 is excluded.

5.6 Correspondence and Service of Notice

All communication including service of notice will be communicated by email to the email address you provided on the application form. Students are reminded to check their email regularly (recommended at least once a day) and make sure that emails from the College are not being treated as junk or spam email.

Any notice served by you is deemed to be served if it has been posted to us by first-class post (please keep postal record) to the following address:

Commonwealth college of excellence, 16-17 Grand Arcade, Industrial House, London N12 0EH Or to the following email address: info@cce.ac.uk. Postal service will be effective on the third day of posting by royal mail first class post and following day if it is being served by email.