



Head Office 206-209 Moat House  
Tun Abdl Razak Research Centre  
Brickendon lane, Brickendonbury  
Hertford, SG13 8NL, United Kingdom  
Tel: 02039871771  
Email: [info@lloydscollege.com](mailto:info@lloydscollege.com)  
Web: [www.lloydscollege.com](http://www.lloydscollege.com)

## **Lloyds College Terms and Conditions:**

**These terms and conditions represent an agreement between you (prospective student) and Lloyds College. We recommend that you take time to read through the agreement and if you are in any doubt about its meaning or require clarification please contact *admissions @Lloyds College.com* and we will be pleased to help you.**

When you are offered a place to study at Lloyds College it is in accordance with these Terms and Conditions and acceptance of an offer means that you accept these Terms and Conditions in full.

A legally binding contract between you and Lloyds College is formed when you accept the offer of a place.

It is therefore important that you read and understand this document in full before accepting your offer of a place. If there is anything said or written by or on behalf of Lloyds College that you wish to take into account when deciding whether or not to accept your offer please seek written confirmation from the Admissions Team beforehand. Please also contact the Admissions Team if you have any questions regarding these Terms and Conditions or any of the other documents.

Students applying to study with Lloyds College on one of our partner programmes should be aware that they are considered students of the partner institution, therefore the terms and conditions which provide the basis of your contract are those of the franchising partner institution.

### **Terminology**

Lloyds College Ltd, The Lloyds College, or we or Us means:

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You or your or the Student means the person who has been offered a place at Lloyds College and has completed and signed the Acceptance of an Offer Form. Admission occurs when you accept the offer of a place and are entitled to enrol as a student at Lloyds College.

Enrolment occurs when you have fulfilled any conditions of your accepted offer and submitted a completed Acceptance of Offer Form. Re-enrolment occurs annually and requires enrolled students to confirm the continuation of their studies at Lloyds College before a published deadline.

### **Cancellation of courses**

Lloyds College reserves the right to make alterations to courses, tutors, fees or venues without prior notice provided such alterations shall not substantially affect the course content or qualification and such alterations shall, at best, only entitle the participant to reimbursement of course fees paid.

Lloyds College reserves the right to cancel or reschedule courses at their discretion if in the opinion of Lloyds College there are insufficient enrolments or attendees. In such cases the participant shall be offered transfer to an alternative course.



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If not appropriate/acceptable a full refund of course fees will be made within fifteen working days of the cancellation or the student declining the course rescheduling. In such cases Lloyds College liability shall be restricted to a reimbursement of any fees paid to Lloyds College.

In the event of cancellation of courses or classes for a reason outside the control of Lloyds College, Lloyds College shall be under no obligation to provide any reimbursement. In the event of any reimbursement being made, it shall be a gratuitous payment made without obligation or liability.

### **Financial terms and conditions:**

**Payment terms** – Settlement is due on enrolment and may be in Sterling or Euros. Places will not be held without payment. Settlement in full or in part by agreement with Lloyds College will ensure that your name appears on the course register. Attendees at classes who have not completed an enrolment will be directed to the Duty Enrolment Officer to complete the necessary enrolment documentation and to pay any fees due.

**Interest** –Lloyds College reserves the right to charge interest at the current Bank of England base rate plus 2% per month if payment is not made by the due date of payment.

**Payee** – Cheques (with a cheque guarantee card) or postal orders should be made payable to ‘Bath College’ and crossed ‘Account payee only’. On the back should be written (in block capitals) the name and address of the student, the course title and course code.

**Fees** – All prices in respect of course fees are correct at time of going to press. In exceptional circumstances fees may be increased between the publication of this prospectus and the beginning of the Academic year. In the event of an increase, students will be notified accordingly. Students not wishing to pursue courses at the increased fee must notify the College in writing within fourteen days of receiving notice of the increase and the College shall reimburse all monies already paid.

**Withdrawal from a course** – All fees agreed on enrolment will be due regardless of whether a student later withdraws voluntarily from the course.

**Exam fee** – A charge will be made for exam fees where a student fails to sit an exam which forms part of the Learning Agreement and for which the College has paid.

**Reimbursement** – Once enrolled, a student is liable for the fee identified in this agreement regardless of whether they subsequently decide to withdraw from the course. Reimbursement in whole or in part for fees paid will only be considered in truly exceptional cases, subject to clause 1 of the Student Registration/ Enrolment conditions. All applications for reimbursement should be made in writing to the Payments Officer. Appropriate supporting documentation must be attached (e.g. medical certificates).

Lloyds College reserves the right to make a deduction of £25 or 15% (whichever is the greater) from such reimbursements to represent the administration and other costs to Lloyds College occasioned by the student’s withdrawal. If Lloyds College requires a student to leave for reasons of conduct, the student will remain liable for the whole amount agreed at enrolment. Any reimbursement approved by the Principal will be made within fifteen working days of the date of receipt of the application for such reimbursement.

**Course transfers** – Any student who is enrolled on a course and wishes to transfer to a different course should put their request to their tutor. The decision will be made by the relevant Head of Centre. There will be no refunds for courses at a lower fee.



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**Credit notes** – Credit notes in whole or in part may be obtained for course withdrawal for reasons agreed between the student and Lloyds College which are not covered in the reimbursement criteria above. Credit notes may be valid for a one year period from the date of issue and are not transferable subject to Lloyds College's discretion. Students should apply in writing for a credit note.

**Fee reductions** – Fee reductions will only be applicable to courses as indicated in this prospectus and to students meeting the criteria as laid down in this prospectus. Evidence must be provided to Lloyds College.

**Receipts** – Receipts will be provided for all monies paid to Lloyds College except where payment is made through BACS or standing order.

**Certificates** – Where successful completion of courses result in the award of a certificate, Lloyds College reserves the right to withhold the issue of certificates where fees or other amounts are due to Lloyds College.

**Non acceptance of applicants** –Lloyds College reserves the right not to accept applicants or enrolments from individuals or sponsors where fees or other costs from previous courses remain outstanding until such time as all outstanding fees or other outstanding costs are paid.

**Non-payment of fees** – In addition to the terms of above, the College reserves the right to terminate an enrolment at any time during the life of a course where fees are outstanding or where any agreed instalment payment defaults. In the event of Lloyds College exercising the right to terminate an enrolment, the person concerned has a right of appeal under the terms of Lloyds College Appeals Procedure, available from the Student Advice Centre.

The Lloyds College may take legal action for the recovery of monies due and in such circumstances, Lloyds College reserves the right to make charges of up to £250 to represent the administration and other costs to Lloyds College occasioned by the non-payment.

The Lloyds College reserves the right to ask a student to leave for reasons of unacceptable behaviour or gross misconduct.

## **Termination:**

### **Automatic termination:**

Lloyds College will deem this contract to terminate with immediate effect in the event that you fail to re-enrol on your course by the deadline.

### **Termination by you:**

You may terminate this contract and withdraw from Lloyds College at any time. If you do this after the expiry of the cooling off period you must provide Lloyds College with written notice of withdrawal by completing and returning a Withdrawal Form or by email to [info@lloydscollege.com](mailto:info@lloydscollege.com) Termination will take effect when Lloyd College acknowledges receipt of your Withdrawal Form or email in writing.

### **Suspension:**

Lloyds College may suspend a student from their course in accordance with its Student Disciplinary Regulations.



Non-exhaustive examples of the circumstances in which Lloyds College may decide to suspend a student include where it is deemed:

- a. Necessary to enable an investigation to be conducted into alleged misconduct.
- b. Appropriate as a disciplinary sanction in its own right.

### **Termination by Lloyds College:**

Lloyds College may terminate this contract and on written notice deem you have withdrawn from your course if

- a. You have an outstanding tuition fee debt or have contravened the terms of Lloyds College Tuition Fee Refund and Compensation Policy;
- b. You fail to meet the applicable Lloyds College attendance requirements as set out in its Attendance and Engagement Policy;
- c. You fail to meet the applicable Lloyds College progression or award requirements as set out in its Assessment Regulations;
- d. You fail to meet Lloyds College Fitness to Study requirements set out in its Fitness to Study Policy;
- e. You fail to meet Lloyds College Fitness to Practice requirements set out in its Fitness to Practice Policy;
- f. You breach the Student Disciplinary Procedure or your behaviour represents an immediate and serious risk to your health, welfare and safety or that of others;
- g. You commit or are convicted of a criminal offence which, had it been committed at the time of your application, would have precluded you from enrolment;
- h. You have withheld key information or provided incorrect or misleading information to the College.

### **Eligibility:**

You must be aged 16 or over to enrol on our courses.

### **Attendance:**

If you cannot attend the first session of your course but wish to continue on the programme, you should inform Lloyds College immediately by writing to the Student Advice Centre. If you fail to do so we reserve the right to offer your place to an applicant on our waiting list. Lloyds College reserves the right to ask a student to leave for reasons of unacceptable behaviour or gross misconduct.

### **Copyright:**

The copyright in all material provided by Lloyds College shall (unless expressly stated or otherwise) remain vested in Lloyds College and may not be reproduced without the College's specific written consent. The copyright in, and any work produced, by the student as part of the Course, shall remain with Lloyds College and work may be retained at the discretion of Lloyds College for display or promotional activities.

### **Course content:**

The contents of the course are believed to be correct and to reflect the current state of the knowledge.



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### **Liability and Insurance:**

Lloyds College shall not be liable for any loss or damage suffered by a student in connection with the provision of any course or service except in the case of death, personal injury or loss suffered as a result of Lloyds College's negligence.

Lloyds College shall not be liable to the student for any delay in performing, or any failure to perform, any of Lloyds College's obligations, if the delay or failure was due to any cause beyond Lloyds College's reasonable control.

The Lloyds College does not insure students' personal belongings and students are responsible for making appropriate provision in respect of insurance arrangements to protect their property and person.

### **Contract:**

Upon signing the College's enrolment form the student enters into a legally binding contract with the Bath College. You have the right to cancel your enrolment at no cost within seven days of receipt of your application by the College. Such cancellation must be in writing to the Manager,

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In the event of cancellation under this clause, reimbursement of any fees paid will be made in full within fifteen working days of receipt of the cancellation request by Lloyds College.

### **Access to information:**

Information about Lloyds College activities is generally available for public inspection on request. Details of documents available for inspection can be obtained from the office

### **Equality, Diversity & Inclusion**

Lloyds College is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community.

Lloyds College is committed to supporting, developing and promoting equality and diversity in all of its practices and activities and aims to establish an inclusive culture free from discrimination and based upon the values of dignity, courtesy and respect. Lloyds College is committed to creating and sustaining a positive, supportive and excellent teaching and learning environment for its students. We are committed to providing fair, equitable and mutually supportive learning and working environment for both our students and our staff.

Lloyds College is committed to eliminating discrimination and advancing equality on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief (including lack of belief), sex and sexual orientation.



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Lloyds College values diversity and recognises that our college is greatly enhanced through the wide and disparate range of backgrounds, experiences, views, beliefs and cultures represented within its staff and student groups. We aim to embrace diversity in all of its activities and proudly acknowledge that variety and difference are intrinsic to the wellbeing and future development our College.

Lloyds College is committed to ensuring that an environment is created that respects the diversity of staff and students and enabling them to achieve their full potential.

### **You're Obligations:**

You agree to treat all members of Lloyds College community with dignity and respect and in accordance with the expectations set out in Lloyds College's student policies and procedures which can be found here in the student hand book. You understand that Lloyds College may take disciplinary action against you in the event that these obligations are breached. Please ensure you read Lloyds College Student Charter, which is available on HELP.

You agree to attend and participate in all of your scheduled teaching and learning activities that are scheduled for your programme of study, as set out in our Attendance and Engagement Policy. You are expected to undertake independent study in order to meet the learning and experience outcomes of your course.

You agree to notify Lloyds College during the application process and subsequently if at any time you become aware or suspect that you have a learning difficulty or medical condition which may impact on your ability to undertake your studies, and will provide Lloyds College with a copy of all requested reports and relevant information. Lloyds College may decline to offer you a place or you may be withdrawn from Lloyds College if, in the professional judgement of staff and after consultation with you, we are unable to provide adequately for your needs.

You agree to monitor your Lloyds College email account regularly.

You agree to keep Lloyds College up to date with your contact information.

### **Complaints:**

Lloyds College welcomes feedback from prospective students and members of its community and will engage with students on an informal and formal basis in accordance with its policies and procedures.

You are entitled to make a complaint about any aspect of Lloyds College's, recruitment, selection and admissions process and any aspect of the student experience at Lloyds College. Lloyds College Complaints Policy and Procedure is available on our website <https://www.lloydscollege.com>.

### **Appeals:**

Lloyds College welcomes appeal against any decisions from prospective students and members of its community. Lloyds college appeals policy and procedures is available on our website: <https://www.lloydscollege.com>.

### **Data Protection**

Lloyds College has put in place systems and procedures to ensure that it is compliant with the Data Protection Act (2018) and the General Data Protection Regulation (GDPR).



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### **Privacy Notice:**

Lloyds College has a Privacy Notice which explains how we will use your personal data. Key information from this Privacy Notice is provided on the Application Form. The Privacy Notice is also published on the College website [www.lloydscollege.com](http://www.lloydscollege.com).

You must read the Privacy Notices in full before accepting your place.

### **Information Sharing:**

Lloyds College will share aspects of your personal data with the Office for Students (OfS) and Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies. The HESA Student Data Protection Notice can be found here: <https://www.hesa.ac.uk/about/regulation/data-protection> The OfS Data Protection and Privacy notice can be found here: <https://www.officeforstudents.org.uk/ofs-privacy/>

### **Student Finance England:**

If you are in receipt of tuition fee loans and/or other funding from Student Finance England (SFE), Lloyds College reserves the right to disclose your details, including academic progress, achievement and attendance rates and other requested information to SFE

### **Right of access:**

You have the right to access the personal data about you that Lloyds College holds in its structured files.

### **Events beyond the control of the parties**

#### **Force majeure:**

An event beyond the reasonable control of Lloyds College or the Student is a Force Majeure Event and may include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

#### **Notification:**

If either Lloyds College or you are prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

#### **Continued force majeure:**

If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

### **Other Important Terms**

#### **Consumer rights:**

This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Student's statutory rights.



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If you wish to obtain independent advice you may contact the National Union of Students or the Citizens Advice Bureau

**No Variation:**

Save as set out in these Terms and Conditions, no variation of these

Terms and Conditions shall be effective unless it is in writing and signed by you and Lloyds College.

**Updates:**

Lloyds College reviews its policies, procedures and related documents to ensure that they are current, accurate and accessible and publishes the latest versions on its website and Virtual Learning Environment. This is usually done on an annual basis unless external requirements necessitate immediate changes.

**Enforcement:**

No failure or delay by you or Lloyds College to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent you or Lloyds College from enforcing that provision at a later date.

**Interpretation:**

These Terms and Conditions supersede any previously in force and will be construed as a whole. In the event of inconsistencies between these Terms and Conditions and any other contractual information provided to you, these Terms and Conditions shall prevail. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.

**Jurisdiction:**

This contract was made at Lloyds College and it, together with each matter relating to the provision of educational services by Lloyds College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**DECLARATION:**

I confirm that I have completed this form and to the best of my knowledge the information provided is complete and accurate. I have read and understood the Terms and Conditions in this form and Lloyds College's Policies and Procedures. I am acutely aware that failure to comply with Lloyds College's Policies and Procedures may lead to my admission at Lloyds College being cancelled.