

Terms and Conditions

December 2023



1. Terminology

- 1.1 **Admitted:** The Student is Admitted to the College when the College receives the Acceptance Form and the deposit is paid. (Subject to satisfactory references, academic transcripts and any other documents upon which an offer is made conditional.)
- 1.2 **Cancellation:** means the cancellation of a place at the College after the Student is Admitted to the College and before Entry to the College.
- 1.3 **Entry:** occurs on the first day the Student *attends* the College.
- 1.4 **Fees:** means alone, or in combination with any additional fees, which could be (but are not limited to) any of the following: Registration Fee, the Deposit, Tuition Fees or Fees for Extra Tuition.
- 1.5 **Principal:** means the Principal of the College who is responsible for the day-to-day running of the College.
- 1.6 **Notice:** means not less than one Term's Written Notice given by all who have signed the Acceptance Form *before* the first day of the Student's final full Term, and addressed to and received by the Principal personally. A term is generally around 11 weeks.
- 1.7 **Parental Responsibility:** means legal responsibility for the Student if they are aged under 18 years. If the Student is aged under 18 years, all those with Parental Responsibility must agree to the Student being Admitted to the College by signing the acceptance form.
- 1.8 **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions.
- 1.9 **Student:** means the person named as the Student on the Acceptance Form. The age of the Student will be calculated in accordance with British custom.
- 1.10 **Student Payer or You:** means the Student if aged 18 or over and who has signed the acceptance form, accepting responsibility for payment of Fees and for fulfilling his/her obligations under those terms and conditions.
- 1.11 **College or We or Us:** means DGC & LILA Liverpool Ltd trading as Lila* College Liverpool, as now or in the future constituted (and any successor).
- 1.12 **Term:** means the period between and including the first and last days of the relevant College term.
- 1.13 **Term's Written Notice:** has the meaning set out in clause 7.1.
- 1.14 **Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student with or without Notice at any time after Entry to the College.

2. Acceptance and deposit

- 2.1 **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
 - 2.1.1 the letter of offer;
 - 2.1.2 the Conditions of Offer, if applicable;

2.1.3 the Acceptance Form; and

2.1.4 the College's fees schedule (usually included in the letter of offer).

2.2 Deposit: A deposit, as shown on the fees schedule is payable when the Parents or the Student Payer (as applicable) complete the Acceptance Form issued by the College. Payment of the Deposit retains the Student's place at the college before Entry. The deposit will be retained and then applied against the remainder of the College fees due unless stated otherwise in writing.

2.3 Immigration: The College is in the late stages of applying for a license to sponsor international students under Tier 4 of the points-based system of immigration.

2.3.1 When the award of this license has been confirmed, applications for Tier 4 sponsorship can be processed. The Parents must inform the Admissions Team / Principal when returning a completed application form or at any other time if their child requires sponsorship

2.3.2 Pending award of the license, it shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a college welcoming international students to the UK, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 7.6. All offers which refer to students who would require sponsorship are conditional upon the college successfully attaining the requisite license and attaining it in sufficient time for a visa to be applied for. The college will not be responsible for any delays, losses or inconvenience due to the license application process or decision.

3. Fees

3.1 Payment of Fees: As applicable, the Student Payer alone or Parents jointly and severally agree to pay the Fees directly to the College on or before the due dates set out in the schedule of fees.

3.1.1 Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees are due and payable as cleared funds by the due date set out in the schedule of fees or before the commencement of the academic year to which they relate, whichever comes first.

3.1.2 If an item on the fees invoice is under query, the balance of that fees invoice remains payable.

3.1.3 Where the College agrees to allow the Fees to be paid in two instalments, the first instalment is due at the latest before the first day of the Student's first term, and the second before the first day of the Student's second term in the academic year to which the Fees relate. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

3.2 Payment of Fees by a third party: An agreement with a third party (including an agent, whether or not they are the agent of the College or the Parents or the Student Payer) to pay the Fees or any other sum due to the College does not release the Parents or the Student Payer from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Principal. The College reserves the right to refuse a payment from a third party.

3.3 Indemnity: If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents or the Student Payer, the Parents or the Student Payer shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.

3.4 Refund or waiver: Refunds, where they are made, will be returned to the same account from which the payment originated. In order to comply with best practice, policy and our legal obligations under money laundering provisions, we will not make payment of refunds to accounts other than the originating account. Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a

refund or reduction, Fees will not be refunded, reduced or waived if:

- 3.4.1 the Student is or has been absent through illness; or
- 3.4.2 a Term is shortened or a vacation extended; or
- 3.4.3 the Student is released home or required to leave the United Kingdom before or after public examinations or otherwise before the normal end of a Term; or
- 3.4.4 the College is temporarily closed due to adverse weather or other conditions beyond the reasonable control of the College; or
- 3.4.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

See also Section 8 for further information about events beyond the control of the parties.

3.5 Exclusion for non-payment: The College reserves the right to suspend the Student on three days' written notice if Fees are overdue for payment.

3.5.1 If the Student is excluded for a period of 28 days for non-payment, and payment has not been made, they will be deemed to have withdrawn without Notice and all fees paid will be retained by the College and any other sums owed to the College will be payable by the Parents or the Student Payer.

3.5.2 The College may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

3.6 Fee increases: Fees are reviewed annually and are subject to increase from time to time.

3.7 Information about fees: The Parents or the Student Payer acknowledge that the College may make enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents or the Student Payer also acknowledge that the College may inform any other school or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid

3.8 Identity of Fees payer: From time to time, the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

4. Educational matters

4.1 Provision of education: The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments including Universities.

4.2 Organisation of the Curriculum: The right is reserved to the Principal to organise the College and the curriculum in the most appropriate manner to meet the requirements of the whole College Community. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs and those from different minorities. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable

4.3 Public examinations: Students will have to maintain satisfactory minimum standards of attendance and achievement in order to be entered for examinations as an internal candidate. If these are not met, the Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination. The Principal will act reasonably and fairly in exercising such discretion. The student may still be entered as a private candidate. Minimum attendance expected will usually be 95%.

4.4 Examination services: The Principal may, after consultation with the Parents and the if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in his /her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

4.5 Responsibility for deadlines: Parents/Guardians and students must recognise their responsibility towards deadlines, specifically:

4.5.1 Deadlines for examination entries

4.5.2 UCAS deadlines

4.5.3 Deadlines for aptitude tests, including UCAT, BMAT and LNAT

4.5.4 Deadlines for internal university admissions tests

The College will publicise these dates. It is, however, the ultimate responsibility of parents/guardians and students to recognise and respond appropriately as the College cannot be held responsible for something that only the student can complete and sign up for.

4.6 Learning difficulties: The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need or disability" (SEND). If an assessment by the College reveals that the Student may have a learning difficulty the Parents will be notified and advised that a formal assessment of the Student is required. It shall be the Parents' responsibility to arrange and pay for a formal assessment. The College reserves the right to charge an additional fee for the provision of additional teaching where it is lawful to do so.

4.7 Moving through the College: The Parents accept that after Entry the Student is expected to progress through the College and complete their course. Progression will be subject to the Student satisfying the academic requirements at the time and the requirements for good behaviour and discipline, which are explained in the College's Behaviour Policy.

4.8 Consent for educational visits: A variety of educational visits will be provided for the Student, and the Parents or the Student Payer will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the College in writing that they do not wish the Student to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these Terms and conditions the Parents or the Student Payer consent to the Student taking part in all educational visits.

4.9 The cost of educational visits: The College will advise the Parents or the Student Payer in advance of any additional costs associated with an educational visit. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The College reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.

4.10 The Steven Gerrard Academy: The College is pleased to be able to offer students the option to add the Steven Gerrard Football Academy (SGA) module as an add-on to any academic course booking except for one-year intensive A Level courses, and for the 6-month Intense January-start UFP where the schedules are too busy. Students and their families accept that whilst the college will do all that it deems reasonable in the circumstances to schedule classes and examinations in such a manner so as to minimize the clashes between football and academic activities, such clashes may occur. The SGA has students from many different academic institutions on many different academic schedules and the SGA timetable will not always fit all of those schedules. The SGA schedule also changes more often than the college schedule will due to factors beyond their control, such as the availability of away pitches for play. Students and Families agree to the following:

(1) The College and not the student/their family are the final arbiter of whether a schedule change is reasonable or not, taking into account the interests of all students on that course, and not only the student on the SGA module

(2) The College does not, and cannot guarantee that a student's academic timetable will permit them to attend every training opportunity provided by the SGA

(3) Students and Families will accept that where there is an unavoidable clash between football and academic commitments, and the college does not deem a schedule change reasonable, then the academic

5. Pastoral care

- 5.1 The College's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College Community and the rights and freedoms of others.
- 5.2 Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the College where the Parents or the Student Payer seek action by Us must be notified to the College as soon as practicable. A copy of the College's complaints procedure is available on the College's website.
- 5.3 Student's rights:** The Student has certain legal rights that the College must observe. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.4 Principal's authority:** The Parents or the Student Payer authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare.
- 5.5 Physical contact:** The Parents or the Student Payer consent to such physical contact with the Student:
- 5.5.1** as may accord with good practice; or
 - 5.5.2** as may be appropriate and proper for teaching and instruction; or
 - 5.5.3** for providing comfort to the Student in distress; or
 - 5.5.4** to maintain safety and good order; or
 - 5.5.5** in connection with the Student's health and welfare.

The Parents or the Student Payer also consent to the Student participating in contact and non-contact sports and other activities as part of the normal College programme or extra-curricular programme. The Parents or the Student Payer acknowledge that while the College will provide appropriate supervision, the risk of injury cannot be eliminated.

- 5.6 Disclosures:** The Parents or the Student Payer must, as soon as possible, disclose to the College in confidence:
- 5.6.1** any known medical condition, health problem or allergy affecting the Student;
 - 5.6.2** any history of a learning difficulty on the part of the Student or any member of their immediate family;
 - 5.6.3** any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student;
 - 5.6.4** any family circumstances or court order which might affect the Student's welfare or happiness;
 - 5.6.5** any concerns about the Student's safety;
 - 5.6.6** any significant adverse change in the financial circumstances of the Parents or the Student Payer;
 - 5.6.7** if it is intended that the Student, if the Student is aged under 18 years, is to be cared for and for and accommodated by someone who is not a close relative for a period of 28 days or more.
 - 5.6.8** Any known current or past safeguarding / child protection issues

5.7 Confidentiality: The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality if the Student is aged under 18 years, and to impart confidential information on a need to know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have.

The College reserves the right to monitor the Student's use of:

5.7.1 email;

5.7.2 the internet; and

5.7.3 mobile electronic devices (including where a student aged under 18 is in College-provided Accommodation, restricting the use of such devices for the own personal welfare and wellbeing – for example ensuring that students get sufficient sleep).

5.8 Medical information: The Parents or the Student Payer agree that the College shall have the right to disclose medical information about the Student if it is considered to be in the best interests of the health and welfare of the Student or other members of the College community. Such information will be given and received on a confidential, "need to know" basis.

5.9 Emergency medical treatment: The Parents authorise the Principal to consent on their behalf to the Student, whether or not s/he is aged under 18 years, receiving emergency medical treatment if after reasonable endeavours the College cannot contact either of them. The Student Payer authorises the Principal to consent on behalf of him/herself to emergency medical treatment if after reasonable endeavours a contact for emergencies cannot be contacted.

5.10 Communications from the Parents: Communications or instructions from one of the Parents or any person with legal responsibility for the Student shall be deemed by the College to be received from both Parents/all persons with legal responsibility unless there is clear evidence of a contrary view. This requirement does not apply to the giving of notice for the cancellation of a place or the Withdrawal of the Student from the College. Those persons who are required to consent to or to give notice of cancellation or Withdrawal are set out in clause 1.6.

5.11 Photographs or images (including video recordings): The College may obtain and use photographs or images (including video recordings) of the Student for:

5.11.1 use in the College's promotional material such as the prospectus, the website or social media;

5.11.2 press and media purposes;

5.11.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the College's privacy notice for more information about how the College uses photographs and videos of students. The College may seek specific consent from the Parents and/or the Student before using a photograph or video recording where the College considers that the use is more privacy intrusive.

5.12 Request for confidentiality: The Parents or the Student Payer may ask Us to keep information about the Student confidential. For example, You may ask Us to not use photographs of the Student in promotional material or ask Us to keep the fact that the Student is on the College roll confidential. If the Parents or the Student Payer would like information about the Student to be kept confidential they must immediately contact the Principal in writing, requesting an acknowledgment of their letter. Please note that a request for confidentiality will not apply to requests for information from authorities legally entitled to seek information, for example immigration authorities.

5.13 College's liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or the Student Payer or for loss or damage to property whilst on college premises, partaking in college activities or residing in college provided or recommended

6. Behaviour and discipline

- 6.1 College Behaviour and Discipline:** The Parents or the Student Payer accept that the Principal is entitled to set policies for discipline and behaviour at the College. The Parents or the Student Payer accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student, whether or not aged under 18 years, and the College Community as a whole. The College's Behaviour Policy applies to all Students when they are on College premises, or in the care of the College, or otherwise representing or associated with the College and contains details of the range of sanctions which may be imposed for a breach of discipline.
- 6.2 Suspension:** The Student may be suspended from the College for a limited number of days due to a specific breach of the College Rules. College sanctions and suspensions are explained in the Behaviour Policy provided to all students as part of the College Handbook.
- 6.3 Permanent Exclusion:** The Student may be permanently excluded from the College if it is proved on the balance of probabilities that the Student has committed a sufficiently grave breach of discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches of discipline or behaviour and is a power reserved to the Principal or those to whom the Principal delegates decision making to.
- 6.4 Required removal:** The Parents may be required to remove the Student permanently from the College or the Student Payer may be removed permanently from the College if the Principal considers that the:
- 6.4.1** the Student has committed a breach or breaches of College rules or discipline for which the Principal considers Removal is the appropriate sanction; or
 - 6.4.1** by reason of the Student's conduct, behaviour or progress the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
 - 6.4.2** the Parents have treated the College or members of its staff or any member of the College Community unreasonably
 - 6.4.3** The Principal shall act with procedural fairness and in accordance with the College's policy in dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the College in a fair and unbiased manner.
- 6.5 Review:** The Principal's decision to permanently exclude or require the Removal of the Student shall be subject to a Review by the Directors, if requested by the Parents. The Parents or the Student Payer will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review.
- 6.6 Fees after permanent exclusion or required removal:** The College will not waive or refund any Fees paid by the Parents or the Student Payer following a Permanent Exclusion or required Removal. All such sums shall be retained by the College.

7. Notice and termination

- 7.1 A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents or the Student Payer wish to:
- 7.1.1** cancel the place after the Student is Admitted; or
 - 7.1.2** withdraw the Student after Entry; or
 - 7.1.3** withdraw the Student following the GCSE year 1 or A Level year 1, even if they have achieved the required grades for progression to the next stage; or

7.1.4 Reduce or change the number of subjects in the student's course

It is expected that the Parents or the Student Payer will consult with the Principal before they give Notices. All fees remain payable throughout the notice period even if the student does not attend classes.

- 7.2 Fees in lieu of Notice:** Where the Parents or the Student Payer have not given a Term's Written Notice of Withdrawal, **all Fees due will be payable/retained for the period of the notice that ought to have been given**, unless the Principal decides in their discretion to make any level of refund. Such refund will always be net of a charge rendered for any services that have been provided at the standard hourly rate set by the principal and directors.
- 7.3 Cancellation rights:** The Parents or the Student Payer may cancel this agreement at any time within 14 days of the date of the acceptance form being received. In such circumstances the Deposit, if paid, will be refunded. If term/provision of services has commenced, any additional fees retained will be pro-rated if the College has provided any educational services under this agreement, and the remainder, if any, will be provided by way of refund.
- 7.4 Cancelling acceptance:** When the Student is Admitted to the College the Parents or the Student Payer as applicable become immediately liable to pay the Fees for the full academic year. However, if the place is cancelled *before* Entry or the provision of any services, and after the expiry of the 14 day period described in clause 7.3 above, the College will limit the Parents' liability to the Deposit and Registration Fee. This will be retained, or pursued as a debt, as applicable.
- 7.5 Private lessons:** The Student or the Parents must give a minimum of 72 working hours (3 working days) notice to the College to cancel a private lesson or the full cost of the private lesson will be payable.
- 7.6 Termination by the College:** The College may terminate this agreement with one Term's notice in writing. The College will not terminate this agreement without good cause and full consultation with the Student Payer or the Parents and the Student as applicable.
- 7.6.1** Where the termination is due to conduct on the part of the Student, Student Parents or payers, Responsible Persons or anyone else connected to them, the College may terminate and retain all fees paid. In this circumstance, fees remaining to be paid will remain due and owing unless expressly forgiven by the Principal or Directors in writing.
- 7.6.2** The College may terminate this agreement immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.

8. Events beyond the control of the parties

- 8.1 Force Majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall 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.
- 8.2 Notification:** If either the College or the Parents or the Student Payer as applicable is 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.
- 8.3 Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations if possible.
- 8.4 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working day's notice in writing to the other party. In the case of termination due to Force Majeure no fault will append to any party and the College will return any paid fees (subject to a pro-rata calculation to take account of services already provided) and remaining fees yet to be

9. General contractual matters

- 9.1 Changes to these terms and conditions:** The College may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the College. The Parents or the Student Payer will be provided with a copy of any revised terms and condition before any changes take effect.
- 9.2 Changes to the College:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the College will endeavour to inform the Parents or the Student Payer and to provide as much notice as possible of a change to the College which it considers will have a significant impact on the Student's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.
- 9.3 Consumer rights:** 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 comply with the law and give as near effect to the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' or the Student Payer's statutory rights.
- 9.4 Data protection:** The College has a parent privacy notice and a student privacy notice(s) which explain how the College will use the Parent's and the Student's personal data.
- 9.5 Information for the Parents or the Student Payer:** We provide parents of prospective students and prospective students who contract direct with Us with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents or the Student Payer take particular account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Principal that the information is accurate before returning a completed acceptance form to the College.
- 9.6 Third party rights:** Only the College and the Parents or the Student Payer as applicable are parties to this contract. The Student if not also the Student Payer nor any third party (including an agent of either party) is a party to this contract and shall not have any rights to enforce any term of it.
- 9.7 Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 9.8 Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the 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.

**Proprietor: LILA Liverpool Ltd, trading as Lila* College Liverpool Registered in
England: Company Number 08782216
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