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LSBU

ENROLMENT TERMS

2025/2026

Policy last reviewed	January 2025
Approved by	The UEB
Published on	LSBU website under About Us, Policies and Procedures, Admission and Enrolment procedure tab https://www.lsbu.ac.uk/about-us/policies-regulations-procedures

Important

These Enrolment Terms accompany and should be read together with your formal offer of admission to London South Bank University (“the University”). By accepting your offer, you agree to be bound by these Enrolment Terms which form part of the student contract between you and the University.

To be enrolled onto a University course, you must sign these Enrolment Terms when asked to do so.

Please also carefully read the University Policies, Regulations and Procedures (“University Regulations”) which are available on the University website at:

<http://www.lsbu.ac.uk/about-us/policies-regulations-procedures> .

By agreeing to these Enrolment Terms, you also agree to comply with the University Regulations.

If you do not comply with these Enrolment Terms and the University Regulations, the University may apply certain sanctions, including those in paragraph 2(g) below.

1. ENROLMENT

By accepting the offer of a place at the University I confirm and declare that the information I provided in support of my admission to and enrolment with the University is accurate and complete to the best of my knowledge. I understand that the University requires all students to provide proof of identity, qualifications and right to study at the point of enrolment as set out in the Admissions and Enrolment Procedure which is available at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

I understand that the University may request documents relating to my enrolment, including but not limited to original certificates of qualifications to assess their validity, and that the provision of false, incomplete or misleading information may render my application invalid and will entitle the University to withdraw my offer, withdraw me from my course, and/or withdraw/revoke any awarded qualifications.

I understand that I will be required to upload a photograph of a recent and clear image of my face for my University ID card, which must be carried with me at all times on University premises, presented to members of staff on demand, and returned to the University on request. I agree not to share my ID card with anyone else.

I understand that the University expects students to live no further than a maximum 2-hour public transport travel distance from the University , unless I am an apprentice or a research student.

2. ACADEMIC AND OTHER REGULATIONS

I am aware that:

- a) the University Regulations for the current academic year are available at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>;
- b) I am expected to know what the University Regulations say, as they are binding on me;
- c) I understand that the University regularly reviews the University Regulations and reserves the right to add to, delete or make reasonable changes to the University Regulations where in the opinion of the University this will assist in the proper delivery of education and the University's administration. Changes are usually made for one or more of the following reasons:
 - to review and update the University Regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach;
- d) Any changes will normally come into effect at the start of the next academic year, although the University reserves the right to introduce changes to the University Regulations during the academic year when it is in the interests of students to do so or where this is required by law or other exceptional and reasonable circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to the University Regulations before they take effect, or by phasing in the changes, if appropriate;
- e) The updated University Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes;
- f) I am aware of the Student Charter which can be found at <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. I understand that I am expected to abide by that Charter and treat other members of the University's community with respect. I shall take full responsibility for managing my learning and I shall submit my assessments by the stated deadlines; and
- g) I understand that if I do not comply with these Enrolment Terms or the University Regulations, the University may apply sanctions against me including the withdrawal of access to facilities or exclusion from the University.**

3. KEY PROVISIONS OF THE REGULATIONS

Key provisions of the University Regulations of which I should be aware include:

- i. The University's expectations as regards student attendance and academic progress, as set out in the Academic Engagement Policy which can be found at <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures>, for the level of my course of study. My attendance will be monitored and failure to meet these expectations may mean that I am not permitted to progress on my course, or am interrupted or withdrawn from my studies by the University.
- ii. If I am an apprentice, the University's rules requiring apprentices to complete all elements of their apprenticeship (including the end-point assessment) before a University certificate and/or official transcript is issued (see part 7 below).
- iii. If I am sponsored on a student visa, the University's requirements are as set out in part 8 below.
- iv. The University's rules regarding academic misconduct, including plagiarism and the processes the University uses to detect plagiarism, as set out in the University's Student Academic Misconduct Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. A failure to comply with the University's requirements may result in an academic misconduct process and the imposition of academic penalties and/or expulsion.
- v. The University's rules regarding payment of sums due to the University, as set out in the University's Tuition Fee Regulations which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. If I do not pay money that I owe to the University, the University reserves the right to withdraw its services (including withdrawing an invitation to a graduation ceremony or not issuing a degree certificate or official transcript) and/or my right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of my case.
- vi. The University's rules relating to unacceptable conduct (other than academic misconduct), as set out in the University's Student Disciplinary Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- vii. The University's rules regarding fitness to study, as set out in the University's Support and Fitness to Study Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This procedure describes the steps the University may take if there are concerns about my health and wellbeing that raise questions about my fitness and suitability to continue to study.
- viii. The University's rules regarding fitness to practise, as set out in the University's Fitness to Practise Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This procedure applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe the relevant

requirements may call into question a student's fitness to practise which may result in the student having to leave the course.

- ix. Applicants to professional courses (such as those in healthcare and working with children and/or vulnerable adults) may need to undergo an enhanced Disclosure Barring Service (DBS) check (organised by the University) before they can be enrolled on these courses. Further information on this requirement is available in the Admissions and Enrolment Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. Depending on the outcome of these checks, I may not be eligible to enrol on or continue on these courses.
- x. The requirement for applicants, including international applicants, to provide information on previous and current criminal convictions (including cautions). The extent of disclosure required will depend on the type of course applied for. I understand I have an obligation to notify the University immediately if I receive any criminal convictions and/or cautions at any point from acceptance of the offer until the completion of my course or if my circumstances in relation to (viii) and/or (ix) change.
- xi. The requirement for certain applicants to professional courses to undergo pre-course occupational health checks. Further information on this requirement is available in the Admissions and Enrolment Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. Depending on the outcome of those checks, I may not be eligible to enrol on or continue on these courses.
- xii. The University's rules regarding withdrawal and interruption of studies, as set out in the University's Interruption and Withdrawal Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This sets out circumstances whereby the University can withdraw me from study at the University, which includes but are not limited to failure to attend and engage in my course of study and non-payment of fees. I understand that if I want to either withdraw from my course, or interrupt my studies until the next academic year, I need to follow the procedures set out in the University's Interruption and Withdrawal Procedure.

4. CHANGES TO THE COURSE

The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description applied to it for the academic year in which I begin the course. However, the University will be entitled to make reasonable changes to my course or to related educational and other facilities and services where that will enable the University to deliver a better quality of educational experience to students.

Such changes may be to:

- the content and syllabus of the course;
- the timetable, location and number of classes;

- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities;
- the examination and assessment process.

Examples of circumstances in which the University may need to make such changes include:

- to ensure that the University is continuing to provide the course to me lawfully and/or to maintain academic standards and quality;
- to reflect changes and developments in pedagogy or academic research to ensure that my course is relevant and up-to-date;
- to improve the quality of my educational and pastoral services or in response to student or external examiner or assessor feedback, or to reflect best practice across the higher education sector;
- where key staff have taken extended leave or left the University;
- where there is an insufficient number of students applying to the course or a module of the course to provide a good student experience;
- following changes to the funding that the University receives; and/or
- as a result of legislative or regulatory changes including any changes that might be made to an apprenticeship standard or to any professional or accrediting body requirements.

In making any changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. For example, if I am enrolled on a course with placement, but am unable to secure a placement, the University will consult with me and could move me onto a similar course without a placement to facilitate progression.

If the University changes my course and I am not satisfied with the changes, I will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another institution. If I am an apprentice the University will also consult with my employer and will follow the Department for Education's apprenticeship funding rules at all times.

5. TUITION AND OTHER FEES

I confirm that:

- I accept responsibility for the timely payment of tuition and other fees for my course and any accommodation or other charges that I may incur while studying at the University and understand that it is my obligation to make arrangements for the payment of those fees and charges. I will remain personally responsible for payment of fees and charges, even if there is an arrangement for the University to receive payment

on my behalf from the Student Loans Company, an employer or sponsor, a strategic health authority, family member or any other third party.

I am aware that the University follows all UK legislation on sanctions and takes into account US sanctions, and may carry out sanctions checks in relation to me. This means that the University may not accept the payment of tuition fees if they are provided by an individual or a country subject to UK and/or US sanctions.

I accept and am bound by the Tuition Fees Regulations available on the University website <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

I understand that:

- the fees for my course will be as set out in my offer letter and can also be found on the University's website, www.lsbu.ac.uk;
- my fee and student status will be assessed on the basis of the information I provide to the University as part of my application (further information on fee status can be found in the Tuition Fee Regulations or at the UKCISA website www.ukcisa.org.uk/);
- if I fail to pay the tuition fees which have been notified to me by the due dates set out in my offer letter and the Tuition Fee Regulations the University may apply sanctions against me, including recording me on the Student Record System as a debtor (also in 'BFS', meaning in Bad Financial Standing), withdrawing access to facilities, , withholding my degree certificate and/or official transcript, refusing me attendance at degree ceremonies, having my details and information regarding my debts passed to debt collection agents employed by the University which may incur further costs for me to pay, preventing me from re-enrolling with the University until the debt is paid in full in cleared funds, excluding me from the University and the University using its discretion not to provide me with a reference; and
- if I am eligible to make payments of my tuition fees in instalments and I fail to make payment by the instalment due dates as set out in the Tuition Fee Regulations I will incur an additional £25 charge for each instalment missed, up to a maximum of £100.

The University reserves the right to increase its tuition fees in the second and subsequent years of my course for reasons such as enhancing the quality of the student learning experience, managing inflationary rises in operational costs and reflecting changes in government policy or regulations.

If I am a home undergraduate student, any increase in my tuition fee will be in line with any uplift determined by the UK government by legislation, regulation or guidance. Recent increases in regulated fees have been linked to inflation and determined by using RPIX (the Retail Price Index excluding mortgage interest payments), and this inflationary measure is likely to be used for future increases.

Tuition fees for international students are reviewed annually and the University reserves the right to increase the tuition fees for international students in line with the Consumer Price Index (CPI) plus 4%.

If the University intends to increase my tuition fees it will notify me of this as soon as is reasonably practical and, in any event, not less than three months before the start of the academic year to which the fee increase is intended to apply. If I am dissatisfied with the proposed increase, I have the right to terminate my contract with the University without penalty.

Students studying as apprentices

Please see Part 7 Apprentices below.

6. FEE ISSUES IN RELATION TO WITHDRAWAL FROM OR INTERRUPTION OF COURSES

Courses with a start date of September

For new students only: if I withdraw or interrupt from my course by the date set out in the Tuition Fee Regulations, I will not be charged any tuition fees. If I stay enrolled after this date, I will be liable for a percentage of the academic year's tuition fees as detailed in the Tuition Fee Regulations.

For all students: if I withdraw or interrupt from my course before the relevant January date set out in the Tuition Fee Regulations, I will remain liable for 25 per cent of the academic year's tuition fees; if I withdraw or interrupt from my course on or after the relevant January date and before the relevant April date set out in the Tuition Fee Regulations I will remain liable for 50 per cent of the academic year's tuition fees; and if I withdraw or interrupt on or after the relevant April date I will remain liable for the full tuition fees for the academic year.

Courses with a start date of January, February or March

For new students only: if I withdraw or interrupt from my course by the date set out in the Tuition Fee Regulations, I will not be charged any tuition fees. If I stay enrolled after this date, I will be liable for a percentage of the academic year's tuition fees as detailed in the Tuition Fee Regulations.

For all students: if I withdraw by the relevant date set out in the Tuition Fee Regulations I will not be charged any tuition fees; if I withdraw or interrupt from my course before the relevant April date set out in the Tuition Fee Regulations, I will remain liable for 25 per cent of the academic year's tuition fees; if I withdraw or interrupt from my course on or after the relevant April date and before the start date of the Autumn term I will remain liable for 50

per cent of my tuition fees; and if I withdraw or interrupt on or after the start date of the Autumn term, I will remain liable for the full tuition fees for the academic year.

7. APPRENTICES

Please note that this section of the Enrolment Terms only applies to you if you are undertaking an apprenticeship at the University.

As an apprentice, I commit to engage with my Training Plan as set out in the apprenticeship system (Aptem), for example by completing the agreed tasks in a timely manner, including monthly submission of my Off the Job learning record. I also commit to attending progress reviews with my employer as agreed with the University at least three times a year.

I acknowledge that an apprenticeship comprises three components – off the job learning (e.g., the academic qualification), on the job learning and an end-point assessment (integrated or non-integrated). All three components must be successfully completed as stated in the apprenticeship standard and assessment plan before an apprenticeship completion certificate can be issued by the relevant external body.

The University awards qualifications which are part of an apprenticeship standard, where an apprentice having followed a prescribed course has completed all of the requirements including the successful completion of the gateway qualification, the required on the job learning and has attempted the end-point assessment as set out in the apprenticeship standard and assessment plan. Upon completion of the apprenticeship standard, apprentices will receive all their certificates. The University reserves the right not to issue any certificates and/or not to invite the apprentice to a graduation ceremony until all three components have been completed (including the end-point assessment).

If I am a student studying as an apprentice, I understand that the cost of my apprenticeship is covered by the Department for Education (or the equivalent government body) and my employer. While I remain employed as an apprentice, I will not be responsible for any fees and charges relating to the tuition or assessment of my course. I accept responsibility for payment of accommodation or any other charges that I may incur while I am at the University. I am aware that, should my employment status change or if any amendments are made to my existing contract of employment, this will impact on funding eligibility, and I must inform the University immediately. I must also notify the University about any changes to my employment including changes to my working hours, job role, location, or if I leave my employment for any reason.

The University may withdraw me from my course if:

- I leave my employment voluntarily or for another reason (e.g. I am made redundant) and am unable to secure another apprenticeship;
- I cease to be eligible for an apprenticeship in accordance with the Department for Education (or equivalent body) apprenticeship rules;

- for any reason the funding through my employer ceases;
- my attendance falls below what is expected of an apprenticeship student.

If I am asked to repeat a year of study, agreement from my employer will be sought in relation to the additional payment of fees before I am able to re-enrol. If my employer does not agree to fund this additional year, and no alternative funding is secured, this could result in me being withdrawn from my course.

I also acknowledge that an apprenticeship is linked to employment and failure to update the University with any changes in my employment (e.g. a change of employer, redundancy or change of job duties) may result in the termination of my apprenticeship at the University. I may also be liable for any fees incurred since the change. I understand that I may have other contractual arrangements (for example my apprenticeship agreement with my employer) and these will be subject to separate agreements.

8. VISA REQUIREMENTS

This section applies if you are an international student, and the University is sponsoring your visa to study your course. If you are not a British or Irish national, you must ensure you have the right to study immigration permission, and provide LSBU with that evidence, throughout the duration of your study.

I understand that if I need a student visa or need to meet other immigration requirements to take up my place at the University, it is my obligation to make sure I continue to comply with the terms and conditions of my visa and to ensure I have valid immigration permission for the duration of my course. I confirm that I will inform the University of any changes to my immigration status. I understand that I am expected to have UK contact details for the duration of my course, and I will be required to evidence my right to study in the UK when I enrol at the University in the first year and subsequent years of my course. I understand that if my immigration permission is due to expire within 3 months of my re-enrolment deadline, I will not be permitted to re-enrol unless and until I provide evidence of a new or updated immigration permission to the Immigration Compliance team, by emailing tier4compliance@lsbu.ac.uk or logging a query via [MyAccount](#).

I understand that if my visa is revoked for any reason, the University reserves the right to terminate its contract with me. Further information about visas and right to study checks can be found at <http://www.lsbu.ac.uk/international/visas-and-immigration>.

If I require an Academic Technology Approval Scheme (ATAS) certificate, I will need to ensure I have obtained this before making my visa application. Failure to have my ATAS certificate (if applicable) at the time of my visa application, can lead to a visa refusal.

I understand that the University can refuse to enrol me or to terminate its contract with me if I do not provide all evidence and documentation required by the University.

I understand the following important provisions apply to me if the University is sponsoring my visa:

- The University monitors attendance and I must attend all classes and engage in all components of my course, including online learning. Failure to attend sessions regularly will result in me being deemed to have withdrawn from my course and my visa will be cancelled. I must inform the University of my absence if this will last for more than 5 consecutive days.
- If I am required to repeat an academic year which has no modules in a semester, I will need to return to my home country during the semester with no modules and apply for a new visa when I am required to return.
- I can only attempt a module or part of a module 3 times (1 sitting plus 2 resits). If I exceed the number of attempts I may be excluded from the course and my visa may be cancelled. There are exceptions if I have extenuating circumstances which have been approved.
- If I am found to have committed academic misconduct and have exhausted my right to appeal, I may not be issued a Confirmation of Acceptance for Studies (CAS) to complete my course. The University reserves the right to use discretion when assigning a CAS for students who require a visa extension to complete their course.
- I agree to abide by my working entitlements and restrictions as set out in my visa.
- I will keep the University informed of my UK personal and contact details. If I have not updated the University about my details at the end of the enrolment period, this may impact my ability to continue with my studies at the University.
- I must live within a reasonable distance of the University to commute and attend classes. The University expects students to live no further than a maximum 2-hour public transport travel distance from the University.
- If I interrupt or withdraw from my studies, LSBU will inform the Home Office, and my visa will be cancelled. Following this cancellation, I must make plans to leave the UK within 60 days of receipt of the notification letter issued by the Home Office.
- If I complete my studies earlier than the date given on the CAS, the University must inform the Home Office, and my visa will be cancelled. Following this cancellation, I must make plans to leave the UK within 60 days of receipt of the notification letter issued by the Home Office. If I have been exited earlier than my original end date with an alternative award, I may not be eligible for the Graduate route visa.
- If I change immigration status I must inform the University. This can be done by visiting the Student Life Centre, or by submitting a query via MyAccount to the Immigration team. I must do this as soon as my new status is confirmed.
- In line with its responsibilities with the Home Office, the University reserves the right to withdraw its sponsorship of my student visa.

9. COMPLAINTS

The University has an Applicant Complaints and Appeal of Admission Decision Procedure that relates to recruitment, selection, admissions and appeals of admission decisions for all undergraduate or postgraduate taught courses which can be found at

<http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>

under Admissions and Enrolment Procedure.

The University also has a Student Complaints Procedure that is applicable to all registered students at the University. Full details of the procedure can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. If, following exhaustion of the University's complaints procedure, the University has provided me with a "Completion of Procedures" letter and I am still not happy with the outcome of the complaint, I may be able to refer it to the Office of the Independent Adjudicator ("OIA"). Full details of the OIA's procedures can be found on their website, www.oiahe.org.uk.

If I am an apprentice, I can also contact the government [apprenticeship helpline](#) regarding any concerns, complaints or enquiries in relation to my apprenticeship.

10. COMMUNICATION

I must use my LSBU email account for correspondence with the University. It is my responsibility to check it regularly and at least twice a week. It is also my responsibility to respond in good time, e.g. within 48 hours. The University will not be responsible for issues or problems that result from my failure to check my LSBU email account. Any communication sent to me by the University to my LSBU email account will be regarded as properly sent and received by me. In some circumstances, for example, where the University has not received any response from my LSBU email account, the University may contact me using any personal email address that it has on record. The University may also text me using any personal mobile phone number that has been provided.

The University may serve notices on me by email to my LSBU email address or by sending the notice to the last recorded address that they hold for me.

11. DATA PROTECTION

The Applicant and Student Privacy Notices set out how the University will collect my personal data, the purposes and legal bases of the processing of my personal data who it will be shared with including transfers to countries outside the UK, the retention period and the existence of my data rights, the right to lodge a complaint with the Information Commissioner, the source that my personal data originates from and details of any automatic decision making, including profiling. It also contains the details of the Data Protection Officer, who I can contact should I have any questions about processing of my personal data by the University. The Applicant and Student Privacy Notices are regularly reviewed and updated from time to time to clarify how the University handles my personal data. The Applicant and Student privacy notices are both available at:

[Privacy Notices | London South Bank University](#)

The University's Data Protection Policy may also be reviewed and updated to clarify the University's policy in relation to data protection but the latest version will always be available at: [Data Protection | London South Bank University](#)

12. INTELLECTUAL PROPERTY

As a general rule, students retain rights to all intellectual property generated in the course of their studies at the University. In some circumstances, I may be expected to assign rights in any intellectual property that I have created to the University, its wholly owned subsidiary South Bank University Enterprises Limited, or to any third-party sponsor (as applicable). I understand that I should read the Intellectual Property Policy for further details, and this can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

13. CANCELLATION RIGHTS

You have a statutory right to cancel this contract without giving any reason within the cancellation period. The statutory cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form located at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to fees@lsbu.ac.uk.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

If you cancel this contract within the statutory cancellation period as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without unnecessary delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the University will not refund deposit payments received from you otherwise than as set out in the Tuition Fee Regulations. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may also be obliged to pay a proportion of your tuition fees, as set out in the Tuition Fee Regulations.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin

within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of tuition fees to cover the period from the commencement of the University's service to you to the date of cancellation and any additional expenses previously incurred by the University in pursuit of confirmation of your eligibility to enrol, such as fees for DBS checks.

Please note that if you are an apprentice, cancelling your contract will have implications on your relationship with your employer. Before exercising your right to cancel you should check how this will affect your employment.

14. TERMINATION

The terms and conditions in these Enrolment Terms will cease to apply if I exercise my right to cancel and/or withdraw from the University.

In addition to the University's rights as described elsewhere in these Enrolment Terms, the University may terminate your contract for the supply of educational services and withdraw you from your course, in the circumstances set out below:

- **if for any reason, you are unable to satisfy any mandatory requirement of your course; and/or**
- **in the University's reasonable opinion, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for your course; and/or**
- **if the University becomes aware of information about you which it did not know before and which, in the University's reasonable opinion, makes it inappropriate for you to study on your course; and/or,**
- **if, in the University's reasonable opinion, any qualification or status has been obtained by fraud; and/or**
- **you do not pay your tuition fees on the due date, in line with the Tuition Fee Regulations (unless you are studying as an apprentice); and/or**
- **if you are convicted of a serious offence which is passed to the Crown Court in the UK or an equivalent offence in any other country; and/or**
- **if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation which you are expected to attend or be a member of as part of your course; and/or**
- **if the University becomes aware that you no longer have the right to study in the UK due to your immigration status; and/or**
- **if you are excluded from your course for any reason as permitted by the University Regulations, including (but not limited to) the Student Disciplinary Policy, Fitness to Practise and the Support and Fitness to Study Policy.**

Any action we take under the termination provisions will not restrict the University's ability to take any other action against you that it may have the right to take.

15. EVENTS OUTSIDE OF OUR CONTROL

The University will do all that it reasonably can to provide the course, related educational and other services and facilities as described in the material information set out on its website, in the prospectus or in other documents issued by it. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care (“Events Outside our Control”) mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide such services and facilities. Examples of Events Outside our Control include (but are not limited to):

- industrial action by University staff where the industrial action is not a result of the University’s action or omission;
- industrial action by third parties;
- insufficient uptake of a course;
- staff illness or absence;
- the unanticipated and/or unavoidable departure or absence of key members of University staff;
- insolvency or deterioration of the financial position of a sponsoring employer or an apprentice employer;
- changes to higher education policy;
- legislative or regulatory change;
- damage, interruption or lack of access to buildings, facilities or equipment;
- power failure;
- severe weather;
- natural disasters;
- fire;
- terrorism;
- civil disorder;
- political unrest;
- the acts or delays of any governmental or local authority body;
- pandemics, epidemics and other threats to public health.

Where Events Outside our Control occur, the University will notify students that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example:

- offering the opportunity where reasonably possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting students to transfer to complete the course at another University location or another institution;

- delivering other services and facilities in a different way, from a different location or online.

I understand that if I am not satisfied with any such steps to mitigate the disruption caused by Events Outside our Control, I may terminate my contract with the University, and it will follow its Student Compensation and Refund Policy. Alternatively, I may make a complaint under the Student Complaints Procedure <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures> .

Where, as a result of Events Outside our Control, it is necessary to close or discontinue or cease to deliver a course, the University will follow its Student Protection Plan and its Student Compensation and Refund Policy.

Where Events Outside our Control occur and the University is unable to take steps to minimise the resultant disruption then, other than as set out above, neither I nor the University will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

16. DISABILITY AND REASONABLE ADJUSTMENTS

The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with and discuss support needs more effectively. Students on regulated, vocational courses may be required to notify any disability or support needs which may impact their ability to complete the course and be fit to practise. Offers may be conditional upon a satisfactory Occupational Health assessment as set out at paragraph 3(x) above.

There may be exceptional circumstances where a student:

- may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
- is unable to undertake a course for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.

Such cases will be assessed by the relevant course staff on a case-by-case basis with the support from the Disability and Dyslexia Team.

17. LIABILITY

The University does not exclude or limit in any way its liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

18. CONTRACTS (RIGHTS AGAINST THIRD PARTIES) ACT 1999

The terms and conditions set out in these Enrolment Terms are personal to me. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for my tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

19. GENERAL PROVISIONS

If any provisions of the terms and conditions set out in these Enrolment Terms become void, illegal, invalid or unenforceable in whole or in part by any court or competent authority, that shall not affect the legality, validity or enforceability of the other provisions.

The University's failure to enforce any of its rights under these Enrolment Terms or any of the documents referred to in it does not constitute a waiver of those provisions and will not affect the University's right to enforce that or any other provisions at a later date.

All reference to statutory legislation includes any amendments or successor to that legislation.

20. LAW AND JURISDICTION

The terms and conditions set out in these Enrolment Terms shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

I have read the contents of these Enrolment Terms and understand where to find the University Regulations and other documents referred to in these Enrolment Terms and agree to be bound by them.

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to the Fees Team, London South Bank University, Fees Team, 103 Borough Road, London SE1 0AA or send by email to fees@lsbu.ac.uk

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in September 2025/January 2026.

Name of student: _____

Student number: _____

Course title: _____

Date you accepted your offer: _____

Address of student: _____

Signature of student: _____

Date: _____