

Terms and Conditions for Training

These terms and conditions, set out the terms that apply to contracts between EM Normandie UK Limited (“the school” or “we” or “our”) and any applicant (“you” or “your”) to whom the school makes any offer of a place on a programme of study. EM Normandie UK limited EM Normandie UK Limited is registered in England and Wales no. 11643234 and has its registered offices at Jericho Building, Oxpens Road, Oxford OX1 1SA.

By accepting a place on your programme, you accept and agree to be bound by and comply with these terms and conditions, our ‘Internal Regulations’ , ‘Academic Regulations’ published by the EM Normandie group and which apply to all EM Normandie Campuses worldwide to maintain required standards for international accreditations. You further accept and agree to abide by all EM Normandie UK’s policies, statements and procedures , updated from time to time and published on our website

www.em-normandie.co.uk

Changes to the programme

Due to the time lapse between your application and actual enrolment, there may be occasions when the school needs to make changes to published programmes either before or after your enrolment. Reasons for such changes may include but are not limited to:

- where there is an insufficient number of students applying to the programme or a module of the programme to make running the programme or the relevant module insufficient to provide a suitable student experience and/or be financially viable
- following an event of force majeure (including but not limited to, industrial action, legislation or government directions to higher education, severe weather, fire, terrorism, civil disorder, political unrest, restrictions in relation to the transmission of serious illness, etc)

In the event that we have to make a material change to your Programme, we will notify you of the change as soon as possible and work with you to understand and mitigate the effect of this on you.

Location of the programme

All our programmes are being delivered at our Oxford Campus, Jericho Building, Oxpens Road, Oxford OX1 1SA unless we are prevented from doing so by unforeseen circumstances and circumstances which are out of our control.

In such cases, we will try to find alternative premises as close as possible to the existing address. Nevertheless, in certain instances, it may be necessary to move teaching online for a period of time.

Acceptance

Your contract with the school begins when you accept an offer to study with us. Any offers for a place on our programmes have to be accepted by the 31st of July each year. The school reserves the right to reject an acceptance if it is received after the deadline.

Fees

By enrolling onto the programme, you are agreeing to pay the annual course fees and any other fees relating to your programme for each academic year during which you remain on the Programme. Our annual course fees will cover your first attempt at all the modules necessary to complete that academic year of your Programme.

The modules required in each year have to be completed before you can progress to the following year. If you have to repeat a year (or a semester if applicable) in order to complete all required modules, this additional year will be charged at 60% of annual course fees.

You must pay the course fees as published on the course details page on our website for the entry point at which you first enrol onto your Programme and, if your Programme continues for more than one academic year, your course fees may increase annually.

Additional fees may be charged for 'Study abroad semesters' where our partner university and schools' fees are considerably higher than our own.

Additional fees will also be charged where graduation has to be postponed because not all graduation criteria have been met by the student such as, but not limited to, foreign language levels, completion of mandatory internships or 'Study abroad semesters'.

Payment of course fees

- a 10% deposit of your annual course fees is due at the point when you accept our offer for a place
- a total of at least 50% (including the deposit) of your annual course fees have to be received by the school at least 8 weeks before the start of the programme

- the remaining 50% of your annual course fees have to be received by the school at least 8 weeks before the start of the second semester.

Your Right to Cancel

You can cancel your place by contacting the school's Principal in writing at: EM Normandie UK, Jericho Building, Oxpens Road, Oxford OX1 1SA or via e-mail to info@em-normandie.co.uk:

- within 14 days of accepting our offer of a place (cooling off period). Any course fees paid will be refunded to you unless your course has already started, in which case the school is entitled to recover any reasonable expenses incurred.
- up to 8 weeks before the start day of the course: only the application and administration fees will be retained.
- within 8 weeks of the start day of the course: 50% of the annual course fees are due
- during the first semester: 75% of the annual course fees are due
- after the end of the first semester: 100% of the annual course fees are due

In cases where you are unable to continue your studies due to medical reason, financial hardship or extreme personal circumstances, the school will guarantee your place on the same programme the following year.

Enrolment

You will not be considered a student until you have fully completed our enrolment processes. Details of how to complete this will be emailed to you with your joining instructions. You are required to re-enrol for each academic year of your Programme.

Equality Act 2010

If you have a disability or a long-term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you.

Complaints and Academic appeals

The school has Student Complaints and Academic Appeals Procedures that are published on this website alongside the Student Complaints and Academic Appeals Notification Forms. These documents are also available to all students on demand from the Heads of Programme, the Principal or the Office Manager

Office of the Independent Adjudicator (“OIA”)

At the end of a Complaints or Academic Appeals Procedure, including any appeals where applicable, we will provide you with a “Completion of Procedures” (COP) letter and, if you are still unhappy with the outcome of your complaint or academic appeal, you may be able to refer it to the OIA. Full details of how the OIA works can be found at www.oiahe.org.uk . Once the OIA is considering your complaint, you may not commence any legal proceedings in the civil courts on the same matter.

Data Protection Act 2018 (“the Act”)

It is necessary for the school to collect personal data about you to administer your time here as a student. All personal data will be stored securely, accessible only to those with the right and need to access it and processed in accordance with the Act.

For further details on how the school uses your personal data, including mandatory processing, please see at www.em-normandie.co.uk/dataprotection .

As you engage with the school, you may be directed to more specific privacy notices relevant to that interaction.

Intellectual Property Rights

Unless exempt (Undergraduate and Master1 students are exempt), you agree to be bound by the school’s Intellectual Property Policy and Regulations and accordingly, by signing your acceptance of our offer of a place, you assign to the school, by way of future assignment, all intellectual property created by you in the course of your research as a student at the school. You also license the school to use any of your previously created intellectual property which is incorporated in that research or research outcome. You must keep your research material confidential. The school may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should the School derive a commercial value from your research, you may be entitled to apply for a share of net revenue.

You acknowledge that the intellectual property rights in all course materials provided to you as part of your Programme are owned by us or licensed to us and you agree to use such course materials only for your own personal study purposes.

Recording of Academic Contact Sessions

Recording of Academic Contact Sessions by students are prohibited unless specifically requested by the school or agreed to in writing by the school prior to the Session taking place. All recordings, whether done by the school and to which students are given access, or recordings which have been requested and/or authorised by the school, remain the school’s intellectual property.

Confidentiality

You must not disclose to a third party any confidential information belonging to the school or that is provided to you by the school if you are told at the time of disclosure that it is confidential or it is disclosed in a manner where it was obviously intended to be confidential. For the avoidance of doubt, this includes witness statements and other documentation exchanged during a complaints process.

Debts

We may, at our discretion, withhold exam results and/or transcripts from, withhold the conferment of academic awards to terminate the enrolment of or refuse to enrol or re-enrol persons who owe academic-related monies to us.

UK Visas & Immigration

The school may, at its discretion, withdraw facilities from or refuse to enrol you if you do not have or are unable to provide evidence of appropriate immigration clearance from the UKVI.

If the school has acted as a sponsor towards an international student, we are obliged to report certain events and activities to the UKVI including, but not limited to, students failing to attend classes or withdrawing from their programme for whatever reason.

If you are an international student subject to immigration control, the school may discuss your immigration status with the Home Office and both the Home Office and the school may share relevant information pertaining to your immigration status.

Student Loans Company Ltd (“SLC”)

Please note that student loans are not currently available for programmes at EM Normandie UK.

Should these become available in the future, please note that, if you withdraw or are withdrawn from your Programme, this may have consequences on your ability to access future loans. In addition, we may also have to report certain events and activities to the SLC including, but not limited to, students exiting or withdrawing from their programme for whatever reason. For further information on this and other mandatory information sharing please see at www.em-normandie.co.uk

Termination

These terms and conditions will cease to apply if you exercise your right to cancel and/or withdraw from the school. We may terminate your contract for the supply of educational services and withdraw you from your Programme in the following circumstances:

- (a) if, between accepting our offer and enrolling on your Programme, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (b) if, for any reason, you are unable to satisfy any mandatory entry requirement of your Programme; and/or
- (c) if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; and/or
- (d) if, in our reasonable opinion, under the Equality Act 2010 there is no reasonable adjustment that we can make to adequately support you on your Programme; and/or
- (e) if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme, or at our premises; and/or
- (f) if, in our reasonable opinion, any qualification or status has been obtained by fraud; and/or
- (g) if you fail to pay your tuition fees within 6 weeks of the due date notified to you; and/or
- (h) if you are convicted of an indictable offence in the UK or an equivalent offence of any other country; and/or
- (i) If, for any reason, we are unable to sponsor your student visa in accordance with the UK's immigration rules, or, if, for any reason, we are required to withdraw that sponsorship; and/or
- (j) If, where we have not been asked to sponsor you but become aware at any stage that you do not have the right to remain in the UK for the purpose of studying; and/or
- (k) If you breach any of the terms set out in these terms and conditions of enrolment; and/or
- (l) if you do not abide by the standards set out in the 'Academic Regulations' published by the EM Normandie Group or any of the, policies, procedure and any other regulations published by EM Normandie UK Limited on this website.

Any action we take under these termination provisions will not restrict our ability to take any other action against you that we have the right to take.

Liability

We will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe to you at law, but not to the extent

that such failure is attributable to your own actions or failure to act and/or to the actions or failure to act of a third party.

Nothing in these terms and conditions shall limit our liability in the event of your death or personal injury caused by the negligent act or omission of the school and its staff save to the extent that such death or personal injury was contributed to by your own or a third party's actions or failure to act.

Limitation of Liability

Save as aforesaid for death or personal injury, our liability to you for all other loss or damage suffered by you shall be limited to 1,5 times the total yearly sums paid by you to the school whilst enrolled on your Programme whether your claim is brought under these terms and conditions or otherwise.

Force Majeure

We will not be liable to you for the results of events outside our control which we could not have foreseen or prevented taking reasonable care. Events outside our control include, but are not limited to, industrial action, over or under demand from students, staff illness, legislation or government directions to higher education, severe weather, fire, terrorism, civil disorder, political unrest, government restrictions and concerns and restrictions in relation to the transmission of serious illness.

In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme, the way these are being delivered and/or the location where they are being delivered.

Contracts (Rights of Third Parties) Act 1999

These terms and conditions are personal to you. 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 payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

Notices

The school may serve notices on you by email to your school's email address or by sending the notice to the last recorded address that we hold for you.

General Provisions

If any provision included in these terms and conditions becomes void, illegal, invalid or unenforceable, this shall not affect the legality, validity or enforceability of the other provisions.

Order of Precedence

In the event of discrepancies between these terms and conditions and any other documents issued by the school, the provisions of these terms and conditions shall prevail. These terms and conditions and the documents referred to herein override any other communication, document or representation made by us, either in writing or orally.

The school's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

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

Survivorship

The expiry or termination of these terms and conditions for whatever cause shall not affect any provision of these terms and conditions capable of surviving or operating in the event of expiry or termination of these terms and conditions and shall not prejudice or affect the rights of either party against the other party in respect of any breach of these terms and conditions.

Contract

Your contract with the school is made up of these Terms, our Fee Schedule, and any other documents which we have expressly told you about either in these Terms or in the Fee Schedule.

Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales