

## TERMS AND CONDITIONS

These Terms and Conditions are important, and you should take the time to read them and know where you can find them should you need to refer to them later on. They apply to all students studying at LMA towards a degree awarded by Regent’s University London from August 2024 onwards.

### Key Facts

You should read the terms and conditions in full, and we would particularly draw your attention to the following points.

Section	Summary Explanation
2.2	When you enrol on a course you accept these terms and conditions.
2.3	There are a range of other policies and procedures that you are required to comply with as part of being an LMA student.
4	<ul style="list-style-type: none"> <li>- You must satisfy us that you are able to pay your tuition fees if we ask for evidence;</li> <li>- There are other fees associated with your course and these are detailed on the course pages of the website;</li> </ul>
4.6 / 8.10	<ul style="list-style-type: none"> <li>- Non-payment of your tuition fees will prevent you from re-enrolling or graduating</li> <li>- Non-payment of tuition fees may also lead to your withdrawal from the course.</li> </ul>
6	<ul style="list-style-type: none"> <li>- We routinely update and make changes to our courses and policies etc. information. If these changes are significant (material) we will work with you to help you understand the change, and if you do not agree, to help you understand your options.</li> <li>- We may choose not to run a course where there are insufficient students to provide a suitable student experience and/or be financially viable.</li> </ul>
7	<ul style="list-style-type: none"> <li>- You must provide us with the contact details of a trusted person that we can contact in an emergency.</li> <li>- We may contact the trusted person without your consent where we have a serious concern about your wellbeing;</li> <li>- We will communicate with you via you LMA email address. You must check it regularly.</li> </ul>
8	<ul style="list-style-type: none"> <li>- If you want to withdraw you may do so but you must tell us in writing.</li> <li>- If you withdraw or intermit you may still be liable for some or all of your tuition fees;</li> <li>- If we allow you to intermit, you agree that we can make material changes to your course;</li> </ul>
15	<ul style="list-style-type: none"> <li>- You are expected to engage fully with the requirements of your course, including attending all schedule detaching and submitting assessment.</li> <li>- We may terminate your students if we reasonable believe your engagement to be insufficient to support your academic success.</li> </ul>
16	There are circumstances where we may request our Partner Institution to rescind your award (e.g. where serious misconduct comes to light post-graduation).

## 1. Definitions

**We/Us/Our/LMA** means Liverpool Media Academy Limited

**You/Your** means a registered student of LMA

**Enrolment/Enrol** means the process by which you:

- i. confirm and update as necessary, the personal details we hold for you which you provided in your application
- ii. confirm the LMA course you are intending to study
- iii. agree to abide by, comply and engage with our Terms and Conditions and related regulations, policies and procedures
- iv. agree to pay or make arrangements to pay your tuition fees in accordance with our Tuition Fee Policy

**HESA** means Higher Education Statistics Agency

**Material Change** means a change to the Material Information listed below.

**Material information** means the information we provided to you when we made you an offer of a place on your Course which includes:

- i. the published details of your Course, including: Course title; entry requirements; what you will study (for example core modules and likely optional modules); method of study (for example, lectures, seminars, work placements, online learning); expected workload including number of contact hours and expected self-study; the overall methods of assessment for your Course (for example, performances, course work); the award you will receive on successful completion of your Course (including the awarding body); location of study or possible locations; length of your Course; whether your Course is accredited by a professional, statutory or regulatory body (PSRB).
- ii. Our Admissions Policy.
- iii. These Terms and Conditions.

**Material non-disclosure** means failure or refusal to declare or reveal some information that is required to be declared or revealed.

**Partner Institution** means Regent's University London who have validated your LMA Course and will award the degree.

**Course** means your course of study (e.g. BA(Hons) Acting and Performance).

**Quality Assurance Processes** means the ways in which we ensure our Courses are up to date and meet the required standards (for example through our processes for reviewing courses).

**Stakeholders** means a professional, statutory or regulatory body (PSRB) (for example Skillset), external examiners, employers, national and local government education departments, funding councils or bodies which commission or accredit Courses.

**Student** – an individual who has completed Enrolment for a course offered by LMA.

## 2. Joining LMA

- 2.1. These Terms and Conditions together with the published information about your Course (e.g. via the website, or other information provided by us), form the basis of the relationship between you and us which starts when you accept an offer of a place on your Course. This includes acceptance through UCAS or another agency where applicable. Your ability to take up the offer of a place may depend on you meeting certain conditions.
- 2.2. **Once you enrol, you will become an LMA student and these Terms and Conditions will start to apply.**
- 2.3. On enrolling with LMA you will also be agreeing to abide by, comply and engage with our regulations, policies and procedures, including those required by our Partner, Regent's University London. In particular we refer you to:
  - i. Admissions Policy
  - ii. Regent's University London Academic Regulations (<https://www.regents.ac.uk/policies>)
  - iii. Student Code of Conduct and Suspension Policy
  - iv. Academic Integrity Policy
  - v. Health, Wellbeing and Support for Study Policy
  - vi. Complaints and Appeals Policy and Procedures
  - vii. Tuition Fee Policy
  - viii. IT and equipment Acceptable Use Policy
  - ix. Criminal Convictions Policy
  - x. Health and Safety
  - xi. Data Protection Policy
- 2.4. A full list of the policies that govern your relationship with us and which you will need to be aware of are published on our website ([www.lma.ac.uk/policiesandregulations](http://www.lma.ac.uk/policiesandregulations)). You should familiarise yourself with these policies and comply with them at all times.

- 2.5. **LMA works with third-party accommodation providers to provide accommodation: If you have secured a place in accommodation through this arrangement, your right to that place is subject to your continued enrolment as an LMA student.** The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.
- 2.6. You will be required to re-enrol at the beginning of each academic year of your Course.
- 2.7. You must wear your LMA Student Identification Card ('ID card') all times whilst on LMA premises (except where it is not practical to do so, e.g. during studio sessions) and engaged in LMA activities (e.g. filming off campus) and present it to our staff if requested to do so.
- 2.8. These Terms and Conditions continue to apply for as long as you remain registered on your Course unless terminated earlier as permitted below.

### 3. Partner Institution

- 3.1. LMA courses are provided in partnership with Regent's University London who will award your degree. You may also be required to sign up to the terms and conditions for Regent's University London too. If there is a discrepancy between these Terms and Conditions and the terms and conditions provided by the partner institution, these Terms and Conditions shall take precedence, except when a student is on the premises of a partner institution when the partner's rules of conduct will apply.

### 4. Tuition fees, payment and debt

- 4.1. The Tuition Fee Policy will apply.
- 4.2. By registering for your Course you are agreeing to pay, or make arrangements (including via Student Finance or other sponsoring individual or organisation) to pay the tuition fees. **We may ask you for evidence of your ability to pay the tuition fees and we may rescind your offer or withdraw you from your studies where you are unable, or refuse, to provide evidence of your ability to meet your tuition fee costs.**
- 4.3. Your tuition fees will cover your first attempt at an assessment and one resit at the modules necessary to complete that academic year of your Course. Additional modules and retakes of modules may incur an extra charge. There may be additional costs depending on your Course, for example for field trips, equipment and materials, including studio uniform requirements. These will be detailed in the information we publish about your course.
- 4.4. Tuition fees may be subject to annual increases as detailed in the Tuition Fee Policy.
- 4.5. **If you withdraw from your Course, you may still be liable for some or all of the tuition fees.** Any liability will be calculated in accordance with the tuition fee policy which applies to you.

- 4.6. If you have a tuition fee debt to LMA you will not be able to re-enrol for the next academic year. We may also ask its Partner Institution to withhold all award certificates, you may be excluded from attending a graduation ceremony and academic references will not be provided until you have cleared the tuition fee debt.

## 5. Immigration Requirements

- 5.1. You will only be able to register for the Course if you are able to provide evidence that you have valid permission to study in the UK and understand that LMA may require you to provide relevant documents to prove this at any point before or during your studies. **We may rescind your offer or withdraw you from your studies where you are unable, or refuse, to provide evidence of your permission to reside, and study in the UK.**

## 6. Changes to your Course

- 6.1. We continually enhance our Courses by responding to feedback from our students and other Stakeholders, ensuring the curriculum is kept up to date and our graduates are equipped with the knowledge and skills they need for the real world. We may make any such changes to our Courses without consulting you if the changes will not involve a Material Change.
- 6.2. There may be circumstances where we have to make a Material Change to the Material Information. In these circumstances, we will give you advance notice of the change and inform you about how this change will impact on your Course and work with you to understand the reasons for and the effect of the change on your studies.
- 6.3. If required, we can explore with you alternative arrangements, such as transferring to another Course or another institution. You will also be entitled to withdraw your application or withdraw from your Course as a result of the material change, in which case you should tell us in writing. You may make a claim for costs you have incurred in accordance with our published Student Protection Plan and Tuition Fee policy.
- 6.4. Examples of reasons for making a Material Change to your Course may include:
- i. A regulatory or accrediting body requires us to add new course content to your Course or change supporting material information.
  - ii. in response to feedback from Stakeholders or our students through our Quality Assurance processes
  - iii. where there is an insufficient number of students applying to the Course or a module of a Course to make running the Course or module impractical to provide a suitable student experience and/or be financially viable
  - iv. to reflect the introduction of new technologies
  - v. where staff have taken extended leave or left LMA

- vi. following changes to the funding we receive
  - vii. to better align with LMA strategy
  - viii. Government legislation
- 6.5. We may withdraw Courses before they have started but only in very limited circumstances including where there is an insufficient number of students applying to a Course which would mean that running the Course would not provide a suitable student experience and/or be financially viable. In some circumstances, and in accordance with the published Student Protection Plan and Tuition Fee Policy, you may be eligible to make a claim for any costs you have incurred.

## 7. Communicating with you

- 7.1. We will communicate with you about your offer of a place on your Course through the UCAS Portal or via email.
- 7.2. The Material Information provided as part of your acceptance of an offer of a place on your Course, including these Terms and Conditions, will be available to you throughout the duration of your Course via the website.
- 7.3. Once you have registered, we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:
- i. your LMA email address. We expect you to check your LMA email account regularly and frequently both during and outside of term time
  - ii. The LMA Virtual Learning Environment (VLE)
  - iii. the LMA website
  - iv. the LMA social media channels
  - v. the mobile phone number you provided at enrolment
  - vi. by post to either your term-time or your home address as appropriate.
- 7.4. Please note that you must promptly us of any changes to your contact details. You must also ensure you provide us with details of who to contact in an emergency; this can be a relative or other individual that you trust.
- 7.5. You must provide us with an emergency contact. This can be anyone you trust to talk about you in the event of a serious issue in relation to your health and wellbeing (e.g. you are hospitalised or are considered a risk to yourself or others). In such circumstances we reserve the right to contact your emergency contact without your explicit consent in order to ensure a joined up approach to assessing risk and providing you with appropriate support.

## 8. Cancellation (withdrawal), intermittence and termination

- 8.1. Ending your studies early, or extending the time it takes to complete them, can have a significant adverse impact on your ability to achieve a higher education qualification in the future and may not be in your best financial or academic best interests.
- 8.2. While we will endeavour to provide you with appropriate advice and guidance on request, it is your responsibility to ensure you understand the consequences of cancelling this contract and you should seek independent advice appropriate to your circumstances.
- 8.3. You may withdraw your acceptance of our offer, without liability to us at any point prior to completing enrolment or being allowed to provisionally enrol. Deposits (or equivalent, e.g. application fees) paid by you or on your behalf will not be refunded unless you inform us that you no longer wish to study with us within 14 days of accepting our offer.
- 8.4. Once you have completed (or permitted to provisionally complete) enrolment you may cancel this contract (withdraw) at your sole discretion at any time by informing us, in writing, to [registry@LMA.ac.uk](mailto:registry@LMA.ac.uk). You must formally tell us if you wish to withdraw: not attending taught submissions or non-submission of assessments is not considered sufficient.
- 8.5. You will not be liable to pay any tuition fees if we receive your request to cancel this contract within 14 days of completing or being permitted to provisionally complete enrolment . If you cancel the contract after 14 days you will be liable for some or all of the tuition fees as set out in the Tuition Fee Policy.
- 8.6. Except for any deposit retained in accordance with 10.3 above we will refund any tuition fees paid but no longer due under the Tuition Fee Policy within 30 days. For the prevention of money laundering, payment will only be made to the same person and by the same method by which we received payment (e.g. if your sponsor used a credit card to pay us your tuition fees we would only refund the fees to the same credit card).
- 8.7. You may ask to us allow you temporarily suspend your studies by asking to intermit. Permission to intermit, the duration of any agreed intermittence, and the academic point that you return (including how we treat your marks/credit received up to the point of intermittence) is solely at our discretion.
- 8.8. By seeking an intermittence, you are requesting that we increase the length of our agreement with you and therefore you agree that we may make material change(s) (including discontinuation) whilst you are intermitted.
- 8.9. If you intermit, you will be liable for fees in accordance with the Tuition Fee Policy, up to the point of intermittence and from your point of return to studies.
- 8.10. We may terminate our relationship with you (either as offer holder or student) without liability in writing and with immediate effect if:

- i. We reasonably believe your engagement with the Course to be insufficient to facilitate your academic success and where you have not responded to, or complied with, our efforts to support your engagement;
  - ii. You are required to end your studies as a result of your academic performance (including where we have found you to have committed academic misconduct);
  - iii. You or your sponsor do not pay tuition fees owed to us;
  - iv. We believe that between offer and starting your course there has been a change in your circumstances which we reasonably believe would make it inappropriate for you to study the Course;
  - v. We reasonably believe that you have made a material non-disclosure or provided fraudulent or misleading information to us as part of your application or subsequently as a Student.
  - vi. Where your behaviour (whether physical or virtual) represents a risk to the health, safety and welfare of yourself or others whether as an applicant or student (e.g. you do not meet the standards of conduct required by the Student Code of Conduct and Suspension Policy);
  - vii. Where your status as a student would put us in breach of our legal obligations under English Law.
- 8.11. On termination you are liable for any outstanding tuition fees in accordance with the Tuition Fee Policy and any other amounts due.
- 8.12. Upon withdrawal or termination your rights to access to our systems and premises will be revoked you are required to return your student identification card, together with all property owned by us. You must pay all outstanding fees immediately. Any contract you have for accommodation provided through LMA will terminate in accordance with its terms.
- 8.13. Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take.

## 9. Complaints

- 9.1. We have a student complaint policy procedure that is accessible to all students. Full details of the procedure can be found in the Complaints and Appeals Policy and Procedure published on our website. If, further to your complaint, we have provided you with a "Completion of Procedures" letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found on their website: [www.oiahe.org.uk](http://www.oiahe.org.uk).

## 10. Liability

- 10.1. We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these Terms and Conditions to a reasonable standard;



or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- i. your own fault;
- ii. the fault of a third party.

10.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to 150% of the total sums paid by you to us whilst enrolled on your Course.

10.3. We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious and/or novel disease or illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Course. In such cases we will work with you as outlined in section 6 to explore your options.

## **11. Intellectual Property**

- 11.1. Intellectual Property (IP) developed by you as part of your course shall be owned by you.
- 11.2. We reserve the right to assert our IP where it has been developed with active participation and collaboration with LMA staff.

## **12. Data Protection**

- 12.1. When you enter into a relationship with us, you acknowledge and understand that we need to hold and process your personal information for administrative purposes in order to provide you with educational services.
- 12.2. We will process your personal information in accordance with the relevant Data Protection legislation that applies at the time and our own policies on data protection and data processing. We will only share your data with third parties in accordance with our policy on data protection where the law either requires or allows us to do so or where we have your express consent.
- 12.3. Unless you object, information relating to your enrolment as a student will be held by LMA so that we can keep in touch with you after you have left.
- 12.4. More detailed information about how and why LMA processes your personal data is available in the data privacy notice, which must be read in conjunction with these Terms and Conditions. By accepting these Terms and Conditions you acknowledge that you have fully read and understood this Privacy Notice.

### **13. Additional Learning Needs**

- 13.1. We are committed to providing an inclusive and accessible environment and strive to make reasonable adjustments to accommodate the needs of our students. If you have a disability, a Specific Learning Difficulty (SpLD) such as dyslexia 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 and any reasonable adjustments with you.

### **14. General**

- 14.1. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.2. These terms and conditions, the Material Information referred to herein override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Course and replace any other undertakings or representations.
- 14.3. These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.
- 14.4. Nobody else has any rights under this contract. This contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 14.5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 14.6. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 14.7. The relationship between us shall be governed by and in accordance with the laws of England and Wales and we and you agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

### **15. Engagement and Attendance**

- 15.1. You are an active participant in your learning experience and there is an expectation of you to engage fully with the requirements of your chosen course of study, including attending timetable teaching, and submission of, and participation in, assessments.

- 15.2. As part of our commitment to supporting you, your attendance and engagement will be monitored. In addition, we will use engagement and attendance data information to inform our decision making both in relation to you individually and to and enhance the overall learning experience; for example in reviewing course content, structure and delivery methods.
- 15.3. In accordance with clause 8.10 we may terminate your studies where we reasonably consider your engagement with your course including assessment submission/ attendance and associated support processes and systems, is insufficient to support your academic success.

## **16. The formal removal of award**

- 16.1. LMA may formally request that it's Partner Institution formally rescind any award made to you where:
- i. you have been granted an award and have been found to have been admitted to your course or granted the award under false pretences or on material non-disclosure
  - ii. you have been granted an award and have acted in a manner which the Board considers would bring the name of LMA or our Partner Institution into disrepute as a result of granting the award (e.g. allegations of serious academic or behavioural misconduct during your time at LMA, that may have led to your expulsion and had they come to our attention while you were a student).