

# ACADEMIA CEREBRA

## Terms and Conditions

### 1. Our contractual relationship with you

When you accept an offer made by Academia Cerebra (“the Academy” or “we/us”) of a place on a course of study leading to the award of a degree, diploma or certificate (“Course”), a contractual relationship is formed between you and the Academy (“the Contract”).

The terms and conditions included in this document, together with the documents identified in this section below, constitute the terms applicable. The Contract continues to apply throughout your registration on the Course but may be varied in line with section 5 below and/or terminated in accordance with section 8.

The Academy will send you an offer email (“the Offer Email”) setting out some additional terms and conditions applicable to our offer to you of a place on the Course. The Offer Email will provide you with important information regarding:

- The tuition fees payable by you to the Academy (“Tuition Fees”).
- Any particular conditions which will apply to you, including whether your offer is conditional upon you meeting specific conditions (for example, achieving particular qualifications, providing references, obtaining clearance in relation to criminal records checks, health checks and immigration clearance).
- The duration and start date of the Course.

The Offer Email will specify the steps which you will need to take to accept the Academy’s offer. You should ensure that you accept the offer within the timescales specified in the Offer Email. If you do not do this, the offer may no longer be available to you.

The Contract between us consists of the following documents:

- These terms and conditions.
- The Offer email.
- The Academy’s Student Handbook

The Student Handbook (“Student Handbook”) include a number of important rules, regulations and processes applicable to students. It is very important that you read and familiarise yourself with these and comply with them.

### 2. Application and admission to the Academy

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The Academy's Student Recruitment, Selection and Admissions Policy that Student Handbook.

## 2.1 Disabled applicants and those with additional support needs

If you have a disability or other additional support needs you are strongly advised to disclose this to the Academy on application or any time during the admission process so that the Academy may seek to support you throughout your studies. We have in place procedures to ensure that applications are considered appropriately and that disabled applicants and those with additional support needs will, where possible, be provided with appropriate support in connection with their study.

## 2.2 Applicants under the age of 18

The Academy does not offer any courses to under 18s. In the event that exceptional events are offered to under-18-year-old students, additional policies may be come into force for the purpose of health, safety and well-being of all students

## 2.3 Disclosure of criminal convictions and Disclosure and Barring Service checks

Applicants must declare all criminal convictions, including spent convictions and cautions and bind-over orders, at the application stage.

Applicants are also required to disclose to the Academy any relevant unspent criminal convictions at the point of accepting an offer for a course of study (and on a continuing basis throughout their studies, to the Academy).

## 2.4 Disclosure of medical information and occupational health checks

We advise applicants to declare any relevant medical conditions that may affect their attendance, performance and course engagement in order to support them throughout their studies. All such information shall be treated confidentially.

## 2.5 Immigration and visa requirements

If you are from a country outside of the UK and Ireland, you may need immigration permission to study in the UK and will need to provide valid ID that confirms your immigration status as part of our Right to Study check.

Your Offer Email will outline the visa requirements associated with your course.

Information on conditions of stay relevant to your particular immigration status can be found via the Government's Visa and Immigration webpages.

If you require a student visa to study, it is your responsibility to ensure that you have a valid visa throughout your course. You must comply with any conditions that apply to your student visa, including attendance and engagement. Requirements for monitoring attendance will be shared with you upon registration.

## 2.6 Monitoring Attendance and Wellbeing of Students.

If you hold limited leave to remain which is due to expire during your course, you will be required to demonstrate to us that you have obtained further leave to remain or, where relevant,

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Indefinite Leave to Remain. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your course or to withdraw you from your course.

If you fail to comply with any immigration conditions, the Academy may be obliged to report this to UK Visas and Immigration ("UKVI") in order to comply with the Academy's own obligations to UKVI as a sponsor of international students.

## 3. Membership of the Academy

### 3.1 Compliance with terms and conditions, Student Handbook, Policies and Procedures

By accepting an offer of a place at the Academy you agree to comply with the expectations, requirements and standards of behaviour and conduct identified in the Student Handbook, Policies and Procedures and the Academy's values.

### 3.2 Financial registration

It is your responsibility to register at the Academy each academic year and to ensure that the Tuition Fees, any Additional Costs and all other expenses relating to the Course are paid on time. You are required to register for all years of study including placement, industrial experience and study abroad years. Failure to complete registration by the specified deadline for the month of entry of the start date of the Course may result in a minimum late registration charge of £200 being added to your Tuition Fees or above or in some cases refusal of admission.

### 3.3 Communication

The Academy will communicate with you as an applicant via the email address that you provided in your application.

Any changes to your contact details (email, address, telephone number, surname change) need to be communicated and updated as soon as possible. For applicants you should provide updated details to the admissions contact named on your offer email.

### 3.4 Fitness to study and professional standards

The Academy has a duty to ensure that students are fit to practise. In order to protect present or future patients, clients or service users, and to comply with the requirements of professional/regulatory bodies, the Academy has established a procedure for dealing with student related fitness to practise issues which is applicable to all students on such courses of study.

### 3.5 Terms and conditions relating to other Academy services

There are particular services offered by (and on behalf of) the Academy which are the subject to separate terms and conditions. You will have an opportunity to review and consider those terms and conditions prior to accessing such services.

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## 4. Financial information

### 4.1 Tuition Fees and Additional Costs

By accepting our offer, you agree to pay the Tuition Fees and any additional costs associated with the Course (including any additional costs referred to in the published course information, Offer email, the Course Handbook or as otherwise notified to you) (“Additional Costs”) in accordance with the timescales set out in the Offer email or other relevant documentation supplied during the application process.

If a third party is to pay the Tuition Fees and any Additional Costs on your behalf, responsibility remains with you to pay such fees/costs in the event that the third party fails to pay them when they fall due.

### 4.2 Changes to Tuition Fees

The Offer email sets out the circumstances in which Tuition Fees may be reviewed and increased by the Academy.

### 4.3 Fee status

The level of fee that you will be charged will be detailed in the Offer email or subsequently in writing should it not be possible to automatically determine your fee status upon receipt of an application. In certain circumstances your fee status may be reviewed based on the information you have supplied in your application. This may result in your fee status changing after offer and prior to enrolment. Once you register with us as a student, your fee status will not change during the academic year and can only change at the next registration point if your changed circumstances meet specific criteria.

### 4.4 Deferred entry to the Academy

If you defer your start date to a new academic year, then you will be required to pay the tuition fee applicable to the new year of entry. You will be sent a new offer email stating that fee.

### 4.5 Withdrawals and Refunds

If you withdraw from the course 30 days prior to the course start day you may be eligible for a refund. Any withdrawal between the 30-day and 7-day period prior to the course entitles you to a 50% fee refund. However, if you interrupt or withdraw from the course 7-days prior to the start date and/or at any point after the start date of the course you will not be eligible for a refund.

If you have not paid sufficient fees by the time of interruption/withdrawal then you will be contacted to arrange payment. The Academy recognises that a student’s decision to withdraw may have been triggered by challenging circumstances (for example, regarding their health, family or financial situation). Students affected in such ways may contact the Academy for information on how the Academy may support them.

### 4.6 Interruption

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If you interrupt or withdraw from your studies at any point after the start date of the course you will not be eligible for a refund. The Academy will communicate the options available to you following an Academic Board decision responsible for reviewing such cases. If you are offered the option to defer your studies, then you will be required to pay the tuition fee applicable to that year of entry (as per 4.4). Any payments made will be held on account for when you return from interruption. If you have not paid sufficient fees by the time of interruption then you will be contacted to arrange payment.

Requests to interrupt or withdraw from a course must be communicated in writing.

## 4.7 Postgraduate programme extensions

Where an extension is agreed to a course, tuition fees for the extended period will be calculated on a pro rata basis.

## 4.8 Late payment

In the event that an instalment is not paid on the agreed payment date, a late payment charge of £100 (or equivalent in Euros if charged in Euros) will be added to your student account for every 15 days that the amount is not being settled; you will be advised by an e-mail sent to your e-mail address. In the event that you are unable to meet the deadlines for the payment of Tuition Fees or any Additional Costs you must contact Credit Control so that your options including, where appropriate, alternative payment arrangements may be discussed and agreed. All overdue payments will be referred to, and followed up by, the Academy's Credit Control Team.

## 4.9 Non-payment

Where a tuition fee payment remains outstanding beyond the published due date, an indicator will be applied to your student record. You will be notified by e-mail, explaining any potential consequences, including withdrawal from the course and not being allowed to proceed to graduation or re-registration. Outstanding tuition fee debts accrued by students who have left the Academy or who do not engage with the Academy's notification will be referred to an external debt collection agency.

## 4.10 Student debt policy

Where a tuition fee payment remains outstanding beyond the published due date, an indicator will be applied to the student record. You will be notified of this and asked to contact Credit Control to arrange payment. Until payment or a payment plan has been agreed you will be unable to re-register or graduate.

For non-academic debt or where a student has left the Academy, an external debt collection agency will be used if the debt remains outstanding after reasonable attempts to recover the debt have been taken.

## 5. Changes to our contract with you

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## 5.1 Changes to courses and Academy services and facilities

We will use our reasonable endeavours to deliver the Course in accordance with associated Academy regulations, policies and procedures. It may, however, become necessary for us to make changes to the Course, including after you have accepted an offer of a place. Changes that may be required include, but are not limited to, the following:

- reasonable changes to the content and/or syllabus of courses;
- changes to term dates, the timetable, location, and/or number of classes;
- changes to the modes and methods of delivery of courses (or component parts);
- changes to methods and timings of assessment;
- changes to the members of academic staff delivering courses and/or providing supervision;
- combining, suspending, discontinuing or not providing courses;
- changes to or the replacement or withdrawal of placements, field-trips and other in-course activities.

We might also need to make changes to how we provide and deliver Academy services and facilities (including those relating to education, support and welfare).

There are a number of reasons why changes may be necessary. These include, but are not limited to, the following:

- to improve the content or delivery of courses, services and facilities as part of the Academy's process of continuous improvement (including in response to student feedback);
- to respond to developments in theories or practices in academic, professional and/or research areas;
- for operational reasons and to manage the Academy's resources more effectively and efficiently;
- to respond to changes in the levels of funding and funding arrangements;
- if the number of students who have applied for or enrolled on a course and/or course unit is insufficient to make it operationally viable;
- as a result of the departure or absence of a key member of staff;
- to comply with changes in law or government policy and/or the requirements, decisions or recommendations of relevant regulatory and professional bodies and external examiners;
- to respond to the requirements of a placement provider and/or the ability of a placement provider to provide a placement; and/or
- due to circumstances beyond our control including, in particular, those identified under section 10 below.

The Academy will aim to limit any changes to those reasonably necessary to achieve the required objective and/or respond appropriately to the circumstances necessitating change. We will notify you of the change at the earliest possible opportunity. We will take reasonable steps to minimise the impact of any changes including by providing reasonable and proportionate support which could include helping you to find suitable alternative provision. If you have any concerns in connection with any such changes then you are encouraged to raise these in the first instance with your Academy to explore options around resolution.

You are reminded that you are responsible for reviewing, prior to applying or accepting an offer to study at the Academy, up-to-date course information, by searching for the relevant course information on the Academy's website.

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## 5.3 Changes to our Student Handbook and Policies and Procedures

During your period of study at the Academy, we may update, amend and/or replace our Student Handbook and Policies and Procedures from time to time in order to ensure that such documents, and the Academy, operate efficiently for students, meet relevant legal and regulatory obligations and are consistent with best practice. We will ensure that any important and relevant changes to such documents are notified to students.

## 5.4 Changes to these terms and conditions

It may also be necessary for the Academy to make changes to these terms and conditions, including to respond to the factors identified under the heading 'Changes to courses' above. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any changes to these terms and conditions as soon as reasonably practicable.

## 6. Data protection and disclosure of personal information

By entering into this agreement with us and registering at the Academy, you acknowledge that the Academy will hold and process your personal data, including your sensitive personal data (special category personal data, for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018.

We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with the UKVI, OFS, HESA, the Student Loans Company Ltd, the Skills Funding Agency, local authorities or police) or are otherwise permitted to do so under the Data Protection Regulation and Data Protection Act 2018.

## 7. Intellectual property

The Academy has an Intellectual Property Policy which sets out the Academy's rules on the ownership, protection and commercialisation of intellectual property, including that created by students. The Intellectual Property Policy is accompanied by a Guidance Note for students. You are subject to the Intellectual Property Policy whilst you are a student of the Academy.

## 8. Termination of this agreement

Termination of this agreement by us

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We may terminate this agreement and your application to the Academy or registration as a student with immediate effect in writing in any one or more of the following circumstances:

- if you do not meet any conditions attached to the Academy's offer of a place on the Course;
- if, in our reasonable opinion, you provide us with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- if you do not register or re-register with the Academy within the relevant timescales prescribed by the Academy;
- if you withdraw from the Course;
- if between accepting an offer and starting the Course there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on the Course and/or be enrolled as a student;
- if we become aware of information about you which we did not know and which, in our reasonable opinion, makes it inappropriate for you to study on the Course and/or be enrolled as a student;
- if you fail to satisfy the Academy's requirements in relation to attendance, in accordance with the Academy's Policy on Recording and Monitoring Attendance;
- if you fail to comply with any of your obligations set out in the Student Charter, the Student Handbook or the Policies and Procedures;
- if you are expelled from the Course for any reason permitted by the Student Handbook or Policies and Procedures (identified in section 1);
- if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are required to be a member of as part of the Course;
- if you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
- if your behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the Academy community;
- if you fail to comply with conditions associated with your immigration status including those relating to working in the UK;
- if your continued registration with the Academy places the Academy in breach of any of our legal obligations, including under UK immigration law;
- if you have, in our reasonable opinion, failed persistently to pay the Tuition Fees and/or Additional Costs and ignored formal reminders;
- If you disclose a relevant unspent conviction and, following a risk assessment carried out in accordance with our processes, we reasonably determine that it is inappropriate for you to study on the Course.

A decision to terminate your registration as a student will mean that you shall be required to cease studying the Course and leave the Academy with immediate effect.

Termination of this agreement by you

The Contract will terminate automatically if you cancel or withdraw from the Course.



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## 9. Liability

The Academy is not liable to loss or damage you suffer that is a foreseeable result of your breach of this agreement or for any such failure that is attributable to you or a third party that is not within our control. We will not be liable for loss or damage which were not foreseeable.

We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the Academy or by any other third party.

Our liability to you for all loss or damage suffered by you shall be limited to the total amount of the Tuition Fees payable by you to the Academy whilst enrolled on the Course at the Academy.

## 10. Events outside of our control

We shall 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. Such events include, but are not limited to: strikes; other industrial action; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber-attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems.

Should any such circumstances arise, we reserve the right to make changes to the Course and Academy services and facilities in line with section 5 above. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

## 11. Your cancellation rights

You have a legal right to cancel this agreement by notifying us, within 14 days of your acceptance of our offer (“the Cancellation Period”), of your wish to cancel. You must notify us in writing with a clear statement communicating your decision (you may send an e-mail to the named contact for your Course entitled Cancellation, providing your full name and personal details). You must send your notification to us before the Cancellation Period has ended. This right to cancel does not apply if the agreement between us was made in person.

## 12. Third party rights

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This agreement is personal between the Academy and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.

## 13. Law and jurisdiction

The agreement is governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.