



De Montfort University Leicester International Pathway College (LIPC) Terms and Conditions

These terms contain important information concerning your agreement with Oxford International Education Group (OIEG) and you. You should take time to read them before accepting a place at the De Montfort University Leicester International Pathway College (LIPC).

Please contact OIEG/ LIPC for clarification if there is anything in these terms that you do not understand:

Head of Pathways Admissions

Oxford International Education Group

259 Greenwich High Road

Greenwich

London SE10 8NB

England, UK

Email: CBaynardSmith@OxfordInternational.com

Tel: +44 208 293 1188

LIPC College Director

LIPC, De Montfort University

The Philip Tasker Building

1 Mill Lane

Leicester LE2 7HU

England, UK

Email: lipc@dmu.ac.uk

Tel.: +44 116 207 8138

We explain below the basis upon which OIEG will provide your course at LIPC, and the obligations, which you have both as an applicant and as a student. These terms create obligations that are legally binding both on you and on OIEG. If you accept an offer to study at LIPC, these terms will form your agreement with OIEG and OIEG may enforce these terms and conditions.

1 Definitions

In these terms:

“DMU” and the “University” refers to **De Montfort University** of The Gateway, Leicester, LE1 9BH

LIPC and “Pathway” refers to **Leicester International Pathway College** which is an embedded college offering integrated programmes for non-UK students. It is run in partnership with OIEG. LIPC offers undergraduate and postgraduate pathways leading to a degree award from DMU.

“OIEG”, “we”, “us” and “our” refers to **Oxford International (Oxford International Education and Travel Ltd. trading as OIEG Greenwich)**.

DMU LIPC Terms and Conditions

“You” and “your” refers to you, the student or applicant. Please note that whilst these terms apply to **[the majority]** of OIEG undergraduate and postgraduate courses run at LIPC, these terms do not apply to OIEG’s courses run elsewhere nor do they apply to the part of any course taught by DMU, each of which have their own terms.

‘**Stage 1**’ refers to the first stage of your course, which is delivered by OIEG at LIPC. This includes the following programmes:

- International Year Zero (IYZ) as defined [here](#):
- International First Year (IFY) as defined [here](#):
- *(Combined) April Start* International Year Zero (IYZ) and International First Year as explained [here](#).
- International Incorporated Masters (IIM) as defined [here](#).
- All of the above plus 6 or 12 week Pre-Sessional English (if required), as explained [here](#)

‘**Stage 2**’ refers to all subsequent stages of your integrated degree course, which are delivered by **De Montfort University**

Reference to ‘**accepting an offer to study at LIPC**’ includes any such acceptance, regardless of whether it is on a “first choice” or “insurance choice” basis.

2 **Legal Framework**

OIEG operates within a framework of laws, which can apply to it in certain circumstances, for example:

- 2.1 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.
- 2.2 The Education (No 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of OIEG and for visiting speakers.
- 2.3 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.
- 2.4 The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has “the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism”.
- 2.5 The Data Protection Act 1998, which sets out the principles on which individuals’ personal data may be processed.

DMU LIPC Terms and Conditions

- 2.6 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers' interests, which can include the interests of students and applicants.

These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

3 **LIPC and your relationship with OIEG and the University**

- 3.1 Your course is split into a number of stages. These stages are set out in the table in your offer letter.
- 3.2 You will be a student of DMU throughout all stages of your course, irrespective of who is responsible for teaching that stage of the course.
- 3.3 **STAGE 1** of your course will be provided by LIPC. Courses run at LIPC are administered and taught by OIEG in collaboration with DMU. OIEG is responsible for your teaching in Stage 1. LIPC will hold and administer all examinations and assessments relating to Stage 1 at LIPC in line with DMU's standard Assessment practice and policy.
- 3.4 **STAGE 2** of your course will be provided by DMU. DMU is responsible for your teaching in Stage 2. OIEG is not involved in Stage 2 of your Course
- 3.5 The main responsibilities of **OIEG** are:
- 3.5.1 Delivering the LIPC Course in Stage 1; and
 - 3.5.2 Assessing your LIPC Course in Stage 1.
- 3.6 The main responsibilities of **DMU** are:
- 3.6.1 Making admissions decisions to the LIPC Course and to Stage 2 at DMU;
 - 3.6.2 Awarding your qualification/ degree;
 - 3.6.3 Delivering Stage 2 of your course; and
 - 3.6.4 Assessing Stage 2 of your course.
- 3.7 When you are in **STAGE 1** of your course:
- 3.7.1 Your contract with LIPC, OIEG and the University is governed by:
 - (i) These Terms and Conditions;
 - (ii) **OIEG Admissions Policy** and the **OIEG LIPC Refund Policy** - available upon request from [OIEG Head of Pathway Admissions](#);
 - (iii) [DMU Student Admissions Policy](#)
 - (iv) [if you are under 18 years of age the LIPC Under 18s Policy (which will be emailed to you) and the [DMU Under 18s Policy](#)

DMU LIPC Terms and Conditions

- (v) LIPC and [DMU Complaints Procedures](#)
 - (vi) LIPC Attendance Policy (available upon request from the [LIPC College Manager](#))
 - (vii) [DMU Fees and Payment Policy](#),
 - (viii) your Tenancy Agreement
 - (ix) your Insurance policy *and*
 - (x) [DMU'S GENERAL REGULATIONS AND PROCEDURES AFFECTING STUDENTS](#),
- 3.7.2 You must comply with all LIPC, OIEG and University codes, policies and regulations in force from time to time (as set out in clause 7.0. further below); and
- 3.7.3 Should you have a complaint, you may complain to either LIPC or OIEG or DMU.
- 3.8 When you enter **STAGE 2** of your course:
- 3.8.1 Your contract with LIPC and OIEG ceases save for matters arising out of your time during Stage 1.
- 3.8.2 All matters will then be governed by the [DMU STUDENT ADMISSIONS POLICY](#), The [DMU FEES AND PAYMENT POLICY](#) And [DMU'S GENERAL REGULATIONS FOR PROCEDURES AFFECTING STUDENTS](#), which can be found here [and/or other policies, procedures and regulations as provided in the documents listed in paragraph 7.1.]
- 3.8.3 Should you have a complaint, you **must** complain to DMU (not OIEG or LIPC).
- 3.9 **If you do not successfully pass Stage 1, you will neither be able to continue to Stage 2, nor will any fees paid in relation to Stage 1 be returned to you (unless there are exceptional circumstances).**
- 3.10 The University will (except in exceptional circumstances – please see paragraphs 3.11 and 3.14 below) guarantee to all LIPC students who successfully complete and pass Stage 1 at the required level, continuation onto Stage 2 of the University course that is specified at the time of acceptance onto your LIPC course.
- 3.11 To achieve a successful pass at Stage 1, and to ensure continuation from Stage 1 to Stage 2 of your studies you must meet the following criteria:
- 3.11.1 satisfactory and required attendance on the LIPC course in line with the LIPC Attendance Policy (available on request from the [LIPC College Manager](#))

DMU LIPC Terms and Conditions

- 3.11.2 successful attainment of prescribed performance targets (available upon request from [the LIPC College Manager](#)); and
 - 3.11.3 successful attainment of the required academic criteria, which includes your English language proficiency, (available here: - for the [IYZ](#), the [IFY](#) and the [IIM](#) - or upon request from [the LIPC College Manager](#))
 - 3.11.4 **(if applicable) successful attainment (and demonstration) of an English level equivalent to IELTS 5.5 in each skill by the end of your Pre-Sessional English programme. Failure to obtain this level of English will result in your programme at LIPC being terminated.**
- 3.12 The University will inform you as soon as possible of the starting date of **Stage 2** and provide all such necessary information essential to your continuation from Stage 1 to Stage 2.
- 3.13 For UKVI purposes, the University will sponsor all non-EU/EEA students enrolling on the LIPC course, who require sponsorship under the Home Office Tier 4 sponsor scheme, including issuing Confirmation of Acceptance of Studies ("CAS") to those students who require a CAS and who fulfil the relevant Home Office criteria, the entry requirements and the admissions criteria as set out in your offer letter.
- 3.13.1 Students taking the IYZ or IFY will be sponsored by DMU on a level 6 CAS.
 - 3.13.2 Students taking the IIM or continuing onto an MPharm. will be sponsored by DMU on a level 7 CAS.
 - 3.13.3 All LIPC programmes are integrated; students are therefore sponsored by DMU for **both Stage 1 and Stage 2** of the chosen DMU degree programme and LIPC course.
- 3.14 Therefore the University is responsible in both Stage 1 (in conjunction with OIEG and as part of LIPC) and Stage 2 (for which OIEG and LIPC are not responsible) for your sponsorship under the University's Tier 4 Licence (if required). However, OIEG/ LIPC will report to the University, who will in turn report to UKVI, if:
- 3.14.1 you miss 10 consecutive contacts with OIEG at LIPC;
 - 3.14.2 you fail to enrol onto Stage 1;
 - 3.14.3 you withdraw or defer your studies;
 - 3.14.4 your circumstances change significantly; and/ or
 - 3.14.5 any other circumstances arise which need to be reported in compliance with the Home Office Sponsor Guidance.

4 **Accuracy of Information We Provide about Your Course**

- 4.1 OIEG, LIPC and DMU make every effort to ensure that the information provided to you about your LIPC course is correct, and that we do not omit telling you about important information that might affect your decision to study at LIPC. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. OIEG will endeavour at all times to keep any changes to such information to a minimum and to keep you informed appropriately.

5. **Accuracy of Information You Provide to Us**

- 5.1 It is also important that you provide accurate information in your application to study at OIEG, LIPC and DMU. If it is later found that your application contains false or misleading information or material omissions, then we / DMU may withdraw any offer to study at LIPC and / or DMU (*and see also paragraph 3.14 as to other action that may be taken*). If you disagree with any decision made by OIEG, LIPC or DMU about this, you may ask the DMU Head of Admissions or the OIEG Head of Pathway Admissions (or her/his nominee) to review such a decision within 14 days of the date it was notified to you. You will need to provide the DMU Head of Admissions (or her/his nominee) with any evidence in support explaining why you think the decision was wrong.

- 5.2 Contact details are as follows:

OIEG Head of Pathway Admissions:

tel.: +44 208 293 1188

email: C.Baynard-Smith@oxfordinternational.com

DMU Head of Admissions:

tel. +44 116 207 8581

email: hmercado@dmu.ac.uk

6. **Applicants and Students with Disabilities**

- 6.1 OIEG / LIPC welcomes applications from prospective students with disabilities. Students and applicants with disabilities are encouraged to notify either OIEG/ LIPC and / or DMU at the earliest opportunity, so that any appropriate support arrangements can be provided. We recommend that you contact the [OIEG Head of Admissions](#) in the first instance so that they can help advise you and notify the relevant contacts at OIEG, LIPC and / or DMU as appropriate.

DMU LIPC Terms and Conditions

7. Your Agreement to comply with OIEG, LIPC and DMU Regulations, Policies and Procedures

7.1 By agreeing to these terms, you are also agreeing to comply with OIEG, LIPC and DMU's regulations, policies and procedures. These contain some important provisions, including those outlined below.

- a. [OIEG STUDENT ADMISSIONS POLICY](#)
- b. [DMU STUDENT ADMISSIONS POLICY](#)
- c. OIEG REFUND POLICY
- d. [DMU TUITION FEE AND PAYMENTS POLICY](#)
- e. [DMU GENERAL REGULATIONS AND PROCEDURES AFFECTING STUDENTS](#), which covers:
 - 1. [Entry, Registration and Student Status](#)
 - 2. [Student Discipline](#)
 - a. Student Discipline [Annexes](#) (including student regulations for the use of ICT and associated software and media; student placements and procedures for the investigation of serious disciplinary offences)
 - 3. [Provision for students whose behaviour causes concern](#)
 - 4. [Academic Offences](#) and bad academic practices
 - a. [Academic Offences Annex](#)
 - 5. [Deferral of Assessment](#)
 - 6. [Regulations for students sitting internally set DMU examinations](#)
 - 7. [Student personal data](#): capture, retention and disposal
 - 8. [Students' right of appeal against Assessment Board or Higher Degrees committee decisions](#)
 - 9. [Health and Safety Policy](#)
 - 10. [Access to University Premises](#)
 - 11. [Disruption of Service](#)
 - 12. [Intellectual Property Rights \(IPR\)](#)
 - 13. [Insurance](#)
 - 14. [Code of Practice on freedom of speech within DMU](#)
 - 15. [University employment of its students: safety aspects](#)
[Principles governing the introduction of changes to regulations](#)
- f. [DMU STUDENT CHARTER](#)
- g. [THE LIPC ATTENDANCE POLICY](#);
- h. [LIPC UNDER 18S POLICY](#);
- i. [DMU UNDER 18s POLICY](#);
- j. [LIPC AND DMU'S COMPLAINTS PROCEDURE](#);
- k. [DMU HANDBOOK AND REGULATIONS FOR UNDERGRADUATE AWARDS](#)

DMU LIPC Terms and Conditions

- I. [DMU HANDBOOK AND REGULATIONS FOR POSTGRADUATE AWARDS](#)
- m. [DMU ASSESSMENT AND FEEDBACK POLICY](#)
- n. [DMU GENERAL LEVEL 3 LIPC ACADEMIC REGULATIONS FOR THE IYZ](#)

N.B. All policies, procedures and regulations are correct at the time of publishing but may be subject to annual review.

8 **Updates and Changes to OIEG Regulations, Policies and Procedures**

- 8.1 During your agreement with OIEG and DMU, OIEG and DMU may update and replace its regulations, policies and procedures from time to time in order to ensure that it operates efficiently for students, and meets relevant legal and regulatory obligations. Important changes to the regulations, policies and procedures will be appropriately notified to students.

9 **Enrolment**

9.1 **STAGE 1**

It is a requirement when you enrol for each year of study that you comply with OIEG/ LIPC's enrolment procedure (for Stage 1) and DMU's enrolment procedure for all other stages, which are explained on the DMU website and [here](#) for undergraduate and postgraduate students. Precise information for International Tier 4 visa students is available to download from the DMU website [here](#). Further information is included in the Pre-Arrival guide, which will be sent to you together with your CAS statement, once you have accepted your (Unconditional) Offer. This information includes requirements to supply specified identity documents, and also to confirm your agreement to DMU's General Regulations and the Student Charter.

- 9.2 At Enrolment you will be required to provide LIPC with the **original documentation** as described in the Pre-Arrival guide or your Offer Letter. This will include:

- 9.2.1 Your current original passport containing (if applicable) your UK immigration status document
- 9.2.2 *[If you are having all or part of your fees paid for by a Government or Financial Sponsor]* the original confirmation letter on headed paper from your Sponsor
- 9.2.3 If you are an International or Tier 4 visa student, additional personal and academic documentation including:
 - (i) Your most recent Secure English Level Test (SELT) results
 - (ii) Your previous Tier 4 visa and details of the UK institution where you studied (if applicable)
 - (iii) Your biometric residence permit

DMU LIPC Terms and Conditions

9.3 **On Enrolment and at all times during your studies on the LIPC course you must provide us with:**

- 9.3.1 **Your up-to-date contact details**, including your current UK residential address, telephone number (landline and mobile), (personal) email address and contact details for your next of kin;
- 9.3.2 **Prior notification of any intended absence** from your LIPC Course for any period together with the reason for such absence and any supporting evidence (e.g. hospital appointment letter);
- 9.3.3 **Prior notification of any intended withdrawal** from your LIPC Course, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country to be provided as soon as it becomes available;

9.4 **STAGE 2:**

The University will contact you at the relevant time and will provide all information in order to facilitate your enrolment at Stage 2.

10 **Tuition Fees and Deposits**

10.1 **STAGE 1:** Non-payment or late payment of LIPC tuition fees

10.1.1 **If your tuition fees are not paid when they are due, this can result in you being suspended, not being allowed to enrol, re-enrol or not being allowed to graduate.** The full provisions explaining this are set out in the OIEG LIPC Payment and Refund Policy available upon request from the [OIEG Head of Admissions](#).

10.1.2 Please also note that the regulations also provide that **interest may be charged** on late or unpaid fees, and that **debt collection fees may be recovered** from you, and also that an **administration fee** may be charged in respect of dishonoured cheques. Any interest that may be charged on late or unpaid fees will be added at the **base rate +1%** of the **National Westminster Bank plc**.

10.2 **STAGE 2:** Non-payment or late payment of DMU tuition fees

For information on non-payment of tuition fees for Stage 2 of your course please contact the DMU [Head of Admissions](#).

DMU LIPC Terms and Conditions

10.3 STAGE 1: Amount of Tuition Fees

10.3.1 The amount of your tuition fees may vary depending on whether you are a “Home/EU student” or an “Overseas” student:

10.3.2 Information about fees and funding is available here:

10.3.3 For further information about how to determine or assess your fees status please see the regulations and guidance on the DMU website ([here](#)) or contact the [OIEG Head of Pathways Admissions](#).

10.4 STAGE 2: Amount of Tuition Fees

10.4.1 The amount of your tuition fees may vary depending on whether you are a “Home/EU student” or an “Overseas” student:

10.4.2 Information about fees and funding is available here:

(i) For [International or Tier 4 visa students](#)

(ii) For [EU/EEA students](#)

10.5 For further information about how to determine or assess your fees status please see the regulations and guidance on the DMU website ([here](#)) or contact the [DMU Head of Admissions](#).

10.6 STAGE 1: LIPC Method of Payment and Payment Plans

10.6.1 50% of your stated tuition fee plus the current administration fee is payable as a deposit in order to secure your CAS.

10.6.2 Payment of the remaining 50% of your LIPC tuition fees plus any other amounts (such as insurance if you have opted to take out the OIEG insurance policy) are to be paid before (or upon) enrolment.

10.6.3 OIEG / LIPC may, in our absolute discretion, agree that you may pay the Fees in instalments. If we agree to payment by instalments, you must make your payments in accordance with the agreed instalment plan. Any such payment plan must be agreed before you enrol.

10.6.4 If a Financial Sponsor is paying your fees on your behalf, you must ensure the Financial Sponsor is made aware of these Terms and Conditions before you submit your application form to us. You are responsible for payment of your Fees and any Additional Costs even if you arrange for a Financial Sponsor to pay

DMU LIPC Terms and Conditions

these on your behalf. Our Agreement shall be with you and not with any sponsor, who shall not be party to the Agreement.

10.6.5 Students who are sponsored by their Government ('Government Sponsored Students') should ensure that OIEG/LIPC is aware of this at the time of application, so that we can make the necessary arrangements for payment of your Fees. Different payment terms are in place for Government Sponsored Students.

10.6.6 Method of Payment: Payment of all amounts along with any transaction costs should be made in £ pounds sterling to LIPC by one of the following methods:

- (i) Telegraphic Transfer
- (ii) Bank Transfer or Electronic Transfer (for payments made in the UK)
- (iii) Credit* / Debit card payment (email: pathways@dmu.ac.uk to obtain the Credit Card Authorisation Form)
- (iv) If payment is made by telegraphic transfer, then it must state (a) the student's full name
- (v) LIPC Bank Account Details:

Name:	LIPC Partnership Ltd.
A/C Number:	73770248
Sort Code:	60-09-16
IBAN:	GB10NWBK 60091673770248
SWIFT:	NWBK GB2L

** subject to 2% surcharge*

10.7 **STAGE 2: DMU Payment Plans**

10.7.1 For further information regarding tuition fee payment options once you continue onto Stage 2 of your course with DMU, please refer to the current [DMU Tuition Fees Charging and Refunding and Payments policy](#) and the DMU website ([here](#)).

11 **Tuition Fee Increases**

11.1 Once a student commences at LIPC, OIEG hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, some courses last longer than one year and it is therefore possible that changes in government policy or regulation, or increased costs

DMU LIPC Terms and Conditions

of delivering your course may mean that tuition fee increases in future years are applied on the basis set out below.

- 11.2 In such cases, OIEG reserves the right to increase fees annually, subject to the cap on increases provided for at paragraph [11.3] below. This may mean that any tuition fee increases apply to self-funding overseas (non-EU) students, but not to home/EU/EEA students, where those fees are subject to a cap imposed by regulatory requirements. Where such increases are necessary, OIEG will give affected students not less than 3 months' notice before the start of the academic year to which the fee increase is intended to apply.
- 11.3 In any event, an annual increase in tuition fees will not exceed the cap specified in this paragraph. **This does however mean that students entering the second, or later years of study may be charged fees, which increase in each year of study.** However, **unless the increase is required to comply with legislation or regulatory requirements, such a fee increase shall not exceed a 5% increase on the previous academic year's tuition fee for the course in question.**
- 11.4 Any such increase shall also be subject to any restriction on such increases imposed by legislation or regulatory requirements.
- 11.5 **STAGE 2:** Offers of study will include the estimated DMU Fees for the subsequent stages of your degree once you have successfully completed at LIPC. All tuition fees, both at LIPC and DMU are subject to annual review and revision.

For specific information relating to DMU tuition fees please refer to the [DMU Tuition Fee and Charging Policy](#) on the DMU website and/or the following links:

- i) [DMU International Fees](#);
- ii) [European Fees and Scholarships](#).

12 **In addition to the Tuition Fees, you may also be required to pay the following *Additional Costs*:**

- 12.1 an Administration Fee, this is payable when you submit your application and is currently £150
- 12.2 if you are late enrolling on an LIPC Course, a late enrolment fee of £100 per academic week that you are late enrolling (such fee to be adjusted pro rata in relation to any part of an academic week that you are late enrolling), to be capped at a maximum of £400 (the "Late Enrolment Fee").
- 12.3 administration charges for any late or dishonoured payments ("Default Payments");

DMU LIPC Terms and Conditions

- 12.4 insurance fees if you are taking out the OIEG Insurance Policy (this is optional);
 - 12.5 an additional administration fee and, if applicable, a CAS fee, for:
 - 12.5.1 any changes to your study plan or LIPC Course deferral granted or
 - 12.5.2 applications for further leave to remain ;
 - 12.6 bank charges, surcharges and/ or commission;
 - 12.7 a re-attendance fee if you wish to re-attend your LIPC course or any part thereof;
 - 12.8 a fee of £150 for re-assessment (if required) in each component; or
 - 12.9 a fee of £300 for re-assessment (if required), with tuition, in each component
- 13 **Other Costs**
- 13.1 **STAGE 1:** You are responsible for your own living expenses, travel and accommodation costs. If the course you are studying requires other costs to be incurred as part of the course (for example if there is a compulsory field trip), then this will have been notified to you by email and/or via BlackBoard or letter.
 - 13.2 You are also responsible for the purchase of all required text books and/or additional resources as may be required, for example, by Art Design and Media students. For further information please contact the LIPC College Manager at gemma.taroni@dmu.ac.uk
 - 13.3 **STAGE 2:** Please refer to information within the **DMU Tuition Fee Charging and Refunding Policy** information [here](#):
14. **When Can We Make Changes to Courses or Close Courses?**
- 14.1 **STAGE 1:** OIEG recognises that students invest time and personal effort in their studies. In accordance with the HEFCE Statement on Good Practice for Course Closures and Changes, students should therefore be reassured that, in the unlikely event of material changes or course closures, LIPC / OIEG will act in a fair and transparent manner. We will ensure that there are clear processes in place to enter into dialogue to help you identify options, minimise the impact and ensure the continuity of your studies.
 - 14.2 OIEG and LIPC will only make changes to courses, or close courses, after the acceptance of an offer, in the limited circumstances set out below. Examples of “changes” include changes to the content or structure of courses, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are

DMU LIPC Terms and Conditions

- 14.2.1 Where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of OIEG and/ or LIPC and/ or DMU means that teaching locations change to a different site;
- 14.2.2 When a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism, which cannot be adequately covered by other members of OIEG staff, or by other resources (e.g. temporary staff) that OIEG/ LIPC would normally engage in such circumstances;
- 14.2.3 Where a teaching location becomes unavailable for reasons outside OIEG/ LIPC's control, for example because of flooding; or
- 14.2.4 Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how OIEG is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations.
- 14.2.5 Where changes or course closures are proposed or have to be made for the reasons outlined at paragraph [14.2] above, OIEG and LIPC will take all reasonable steps to minimise disruption to students. This will include:
- 14.2.6 Informing students of the changes in advance, and giving them appropriate opportunity to comment on the proposals.
- 14.2.7 In the case of substantial changes (for example, closing a course during a student's studies), consulting with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.
- 14.2.8 It would be exceptional for a course at LIPC to be closed. If it is ever necessary to close a course to new entrants, OIEG / LIPC's preferred approach would be to continue to teach the current students on that course until they have completed their studies. If exceptionally this is not possible, as part of the approach at [0] above, OIEG will explore other options with the affected students, for example by considering whether:
 - (i) current students' courses can be completed at LIPC/DMU; or
 - (ii) current students' courses can be completed at another institution;

DMU LIPC Terms and Conditions

- 14.2 **STAGE 2:** For all changes to courses or course closures in Stage 2, please refer to the information on the DMU website on programme suspension and course closures ([here](#)).

14

15 **Disclosure and Barring Service (DBS) checks**

- 15.1 OIEG is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) (“SVGA”). These duties may apply (for example) in the case of:

15.1.1 Students who are aged under 18; **or**

15.1.2 Students who are “vulnerable adults”; **or**

15.1.3 Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

- 15.2 OIEG expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

- 15.3 The SVGA may require OIEG, LIPC and/ or DMU to:

15.3.1 Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; **and**

15.3.2 Supply certain information about individuals to the Disclosure and Barring Service, for example, where OIEG considers someone to pose a risk of harm to children or vulnerable adults.

DMU's Safeguarding Policy (Procedure and Guidance) explains in more detail how such matters should be approached and is available [here](#).

16 **Criminal Offences whilst you are Enrolled at LIPC and / or DMU**

- 16.1 Students must disclose to OIEG, LIPC or DMU if they are convicted of “relevant criminal offences” at any time whilst they remain a student at LIPC . Details of what amounts to a “relevant criminal offence” differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Further details of DMU's policy on such disclosure is set out [here](#).

17 **Offers and courses which are conditional on Criminal Records / Disclosure and Barring Service, ATAS or Occupational Health checks**

17.1 As owners of the Admissions process, DMU may **withdraw an offer, refuse to admit you or may withdraw you from your course or research activity**, for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by OIEG, LIPC or DMU) that your offer, studies or research activity require:

17.1.1 Satisfactory criminal record/disclosure and barring service checks;

17.1.2 An Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

17.1.3 Satisfactory occupational health checks (but subject to OIEG obligations under the Equality Act 2010 in respect of students with disabilities).

17.2 If you believe a decision by OIEG, LIPC and/ or DMU in respect of such matters is incorrect, you may invoke the relevant complaints procedure (please see [Chapter 1 of DMU's General Regulations and Procedures affecting Students](#) and the [DMU LIPC Complaints Procedure](#)).

18 **Visas: You must Comply with any Visa Requirements**

18.1 If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your course. You must comply with any conditions that apply to your visa, including as to attendance, and our requirements for monitoring attendance.

18.2 If you fail to comply with any conditions, OIEG and/ or DMU may be obliged to report this to the UK immigration authorities in order to comply with OIEG's and/ or DMU's own duties under immigration law.

18.3 If you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission then OIEG, LIPC and/ or DMU may refuse to admit or enrol you, and may withdraw you from your course. If you believe such a decision is incorrect, you should contact the DMU Head of Admissions: hmercado@dmu.ac.uk.

19 **Ownership of Intellectual Property**

The ownership of intellectual property rights is subject to DMU's General Regulations. Further information is available in [Chapter 12 of the DMU General Regulations and Procedures affecting Students](#).

20 Your Cancellation Rights

20.1 **STAGE 1:** You have the right to cancel your acceptance of a place at LIPC for any reason (including if you change your mind) during a fourteen (14) day cancellation period (the "Cancellation Period"), which will start on the day you accept an offer from OIEG/LIPC and/ or DMU.

20.2 To cancel your acceptance, you must clearly inform us of your decision to cancel before the Cancellation Period has expired. You may do this by

20.2.1 by sending a letter to the OIEG / LIPC Admissions Office (**259 Greenwich High Road, Greenwich, London EC1H, England, UK**) or

20.2.2 by sending an email to CBaynardSmith@OxfordInternational.com or

20.2.3 by fax to the OIEG Head of Pathways Admissions (Chris Baynard-Smith) on **+44 208 293 1199**

You may use the model cancellation form (available upon request from pathways@dmu.ac.uk) to notify us of your decision to cancel by letter or email, (but you do not have to use this form).

20.3 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. We do not have to have received it before the expiry of the Cancellation Period.

20.4 If you cancel your acceptance within the 14 day Cancellation Period, we will reimburse any tuition fee payment (including any deposit) received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel your acceptance.

20.5 **STAGE 2:** For further information regarding cancelling your place, should you decide not to continue onto Stage 2 of your integrated programme, please refer to the DMU Head of Admissions: hmercado@dmu.ac.uk

21 Limitation of our Liability to You and Others

21.1 Nothing in these terms and conditions will limit or exclude OIEG's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

21.2 Otherwise, our liability to you (which includes OIEG's and OIEG as part of LIPC) with respect to the provision of your course, the cancellation, postponement, or amendment or the course, any negligence, any breach of these terms and conditions, or arising in any other way out of

DMU LIPC Terms and Conditions

the subject matter of these terms and conditions, **is limited to the total amount of tuition fees paid by you in respect of Stage 1 of the Course.**

- 21.3 For the purposes of paragraphs 0 to 21.2 “OIEG” also includes OIEG officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

22 **No Liability For Acts Outside Our Control**

- 22.1 We shall not be liable to you arising from matters outside our control. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems.

23 **How We Use your Personal Data, and Students' Obligations**

- 23.1 The [DMU Data Protection Policy](#) and the [OIEG Data Protection Policy](#) explain what data we might hold about you, how we use it, who we might share it with and the reasons for doing that.
- 23.2 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared). They should refer to relevant policies (for example [Chapter 7 of the DMU GENERAL REGULATIONS AND PROCEDURES](#)).

24 **Governing Law and Jurisdiction**

- 24.1 These terms and conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.