

**Terms and Conditions of Contract between Student and
Regent Hill London (Undergraduate and Postgraduate
Programmes)**

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Related internal policy	1. Recruitment, Selection and Admissions Policy and Procedure 2. Refund and Compensation Policy 3. Complaints Policy 4. Privacy Notice		
Related external policies and regulations	1. Consumer Rights Act 2015 2. UK General Data Protection Regulation (UK GDPR) 3. Data Protection Act 2018 4. Office for Students (OfS) Regulatory Framework 5. Office of the Independent Adjudicator (OIA) Scheme Rules 6. UK Visas and Immigration (UKVI) Student Sponsor Guidance (where applicable)		

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1. Introduction and overview

1.1. This document sets out key aspects of the relationship between you and Regent Hill London ("the College"). Regent Hill London is the trading name of RTC Education Ltd. This document ensures you are fully aware of your rights and responsibilities before enrolling.

1.2. When you are offered a place to study at the College, it is in accordance with these Terms and Conditions and acceptance of an offer means that you accept these Terms and Conditions in full. A legally binding contract between you and the College is formed when you accept the offer of a place.

1.3 It is, therefore, important that you read and understand this document in full before accepting your offer of a place. If there is anything said or written by or on behalf of the College that you wish to consider when deciding whether to accept your offer, please seek written confirmation from the Admissions Team beforehand.

1.4. Please also contact the Admissions Team if you have any questions regarding these Terms and Conditions or any of the other documents listed below. These Terms and Conditions together form the basis of a contract between you and the College for the provision of educational services:

1.4.1. Offer Letter

1.4.2. Enrolment form

1.4.3. Refund and Compensation Policy

1.4.4. Student Policies and Procedures

1.5. If there is a conflict between any parts of the Terms and Conditions and the other documents that form your student contract, the conflict will be resolved in the order set out above, unless expressly stated otherwise in writing by the College. Please note that the documents noted in this Clause 1.4 may be amended from time to time in accordance with these Terms and Conditions.

2. Scope

2.1. This document applies to prospective and enrolled students on Regent Hill London programmes (Direct Academic Students). For other higher education programmes of study where the Student is registered directly with university partners (Indirect Academic Students), the Terms and Conditions of the respective university apply.

3. Definitions

3.1. In order to help you understand some of the terms set out below, we have set out what some of the key words mean in this document:

Admission occurs when you have been offered a place and are entitled to enrol as a student at the College.

Data Protection Legislation refers to UK laws that govern how personal information must be collected, used, stored and shared. In the UK this mainly means the UK General Data Protection Regulation and Data Protection Act 2018 and any guidance or codes of practice issued by the ICO, as amended from time to time.

Enrolment means when you have completed the College's enrolment form or the partner's enrolment process and have met any required conditions and officially become a Student.

Home Student means a student who is assessed by the College as having Home Fee Status for tuition fee purposes, in line with the relevant UK Government eligibility criteria.

International Student means a student who requires a visa under the UKVI student route to study in the United Kingdom.

Personal Data has the meaning set out in the Data Protection Legislation and for the purpose of these Terms and Conditions includes Sensitive Personal Data.

Regent Hill, the College, or We or Us means Regent Hill London, a trading name of RTC Education Ltd, a company registered in England and Wales (4422774), as now or in the future constituted (and any successor). Registered office: 167 Imperial Drive, Harrow, HA2 7HD Contact: Telephone on 020 8966 9900 UKPRN: 10008455.

Re-enrolment occurs annually and requires enrolled students to confirm the continuation of their studies at the College before a published deadline.

Sensitive Personal Data means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

Tuition Fees mean the fees payable by you for your programme of study, including admission, tuition, assessment, and graduation, as set out in the College's published fees list applicable at the time of enrolment. Tuition Fees are normally charged annually.

UKVI means UK Visas and Immigration and any replacement body from time to time.

You, you, Your, your or the student, Student, means the person who has been offered a place at the College and has completed the enrolment process.

4. Offers, Acceptance and Enrolment

4.1. Offers and acceptance:

4.1.1. Your offer may be conditional, an offer in principle, or unconditional, depending on whether you are a Direct Academic Student or an Indirect Academic Student. You are not required to formally accept an offer in writing.

4.1.2. You will be deemed to have accepted your offer and entered into a contract with the College when you have met the conditions of your offer (where applicable), completed the relevant enrolment process (either with the College for Direct Academic Students, or with the partner university for Indirect Academic Students), been presented with these Terms and Conditions, and you have not cancelled your place during the statutory cooling-off period.

4.1.3. Attendance of scheduled classes and engagement with your programme during the cooling-off period indicates your intention to proceed with your studies. However, you will retain your statutory right to cancel during the cooling-off period in accordance with clause 5.1(Student's right to cancel).

4.2. Refusal of Enrolment

4.2.1. The College may refuse Enrolment where you:

- a. provide incorrect or misleading information
- b. fail to meet any of the conditions specified in your conditional offer letter
- c. have a criminal conviction contrary to the College Recruitment, Selection and Admissions Policy and Procedure
- d. fail to pay the required tuition fees (or provide information in relation to payment) as specified in the Refund and Compensation Policy
- e. cannot prove you have the right to study in the United Kingdom
- f. there has been a substantial change in your circumstances which changes your eligibility to study with us

4.3 Permission to Re-Enrol:

4.3.1. You may not be permitted to re-enrol with the College if you:

- a. are suspended from the College
- b. have been withdrawn from the College through a failure to meet academic requirements or for contravention of the College Regulations or Policies
- c. have committed or been convicted of a criminal offence which, had it been committed at the time of your application, would have prevented you from enrolling
- d. have tuition fee debt, without an agreed repayment plan, or have contravened any other aspect of the Refund and Compensation Policy.

4.4 Immigration requirements (International Students)

4.4.1. For Students who require a visa under the UKVI Student Route, enrolment and continued registration are conditional on meeting all applicable immigration requirements. This includes providing accurate and timely evidence of identity,

immigration status, eligibility to study in the UK, and presenting original documents for verification when requested by the College.

4.4.2. Failure to meet these requirements may result in refusal of enrolment, withdrawal, or the withdrawal of visa sponsorship, which the College is required to report to UK Visas and Immigration (UKVI).

5. Changes to your programme/our services

5.1. Student's right to cancel

Your right to cancel before Enrolment

5.1.1 Cancellation means the cancellation of a place at the College which has been accepted by you and which occurs before you enrol at the College, or where you do not commence your studies at the College.

5.1.2 You have the right to cancel your acceptance with the College and obtain a refund at any time within 14 calendar days (i.e., two calendar weeks) from the start date of the programme, or 14 calendar days (i.e., two calendar weeks) after signing the contract (if signed after the start date of the programme) ("Cancellation Period").

5.1.3 The Cancellation Period applies to Home Students. However, for International Students (those requiring a Student Visa under the UKVI Student Route) cancellations may affect visa status and are subject to specific immigration and visa compliance regulations. These students are instead subject to the Refund and Compensation Policy, which outlines the Terms and Conditions for tuition fee refunds and visa-related matters. International applicants are advised to familiarise themselves with this policy before accepting an offer.

5.1.4 Your decision to cancel the contract must be notified to the College in writing. The College may provide a Cancellation of Place Form for this purpose; however, use of the form is not mandatory provided you clearly communicate your decision to cancel in writing.

5.1.5 Refund on cancellation: Any payment made by you to the College under this contract prior to the date of cancellation within the Cancellation Period will be refunded to you in accordance with our Refund and Compensation Policy.

5.1.6. You may request to defer your place on a programme of study for which you have been offered a place by a maximum of one (1) academic year.

5.1.7 You may terminate your contract and withdraw from the College at any time after the expiry of the Cancellation Period by notifying the College in writing. The effective date of withdrawal and any financial implications will be determined in accordance with these Terms and Conditions and the applicable Refund and Compensation Policy.

6. Our right to make changes to this contract and your programme

6.1. Programme closure before Enrolment

6.1.1. If we have to change your programme, we will use reasonable endeavours to ensure that changes are kept to a minimum.

6.1.2. Where a programme is withdrawn or materially changed before Enrolment, the College will inform you as soon as reasonably practicable and will, where possible, offer you a suitable alternative programme. If you do not wish to accept the alternative, you will be entitled to withdraw without financial penalty and receive a refund of any fees paid.

6.2 Our right to make changes to this contract and your programme

6.2.1. The College reserves the right to vary, suspend, or withdraw services, policies, procedures, programmes where the College reasonably considers such changes to be necessary. This may include, but is not limited to, circumstances where:

- a. events beyond the College's reasonable control prevent a service from being delivered temporarily or permanently;
- b. essential maintenance, upgrades or repairs to information technology systems are required;
- c. health and safety, safeguarding, or other legal or regulatory or governmental requirements apply;
- d. improvements or changes are being made to the College's estate, facilities, or resources; and/or
- e. where a member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided.

6.2.2. The College will take reasonable steps to minimise any adverse impact on students wherever reasonably possible. This may include consulting affected students, providing advance notice of changes, offering suitable alternative arrangements or services, or identifying periods of non-availability.

6.3. Programme variation

6.3.1. The College recognises the importance of delivering the programme as described in its prospectus and other pre-contract information. The College may, however, make minor variations to the programme where these do not materially alter its overall nature. Minor variations may include, for example, updating the curriculum, changes to teaching staff, reasonable adjustments to timetables, or changes to the location of study. Such changes will be made to enhance the student experience, respond to student feedback, and ensure compliance with applicable laws, regulations and best practice.

6.3.2. The College will not make material variations to your programme without consulting you. Where a material variation is proposed, you will be given clear information about the change and the opportunity to withdraw from the programme without financial penalty and with appropriate compensation if applicable, in accordance with the Refund and Compensation Policy.

6.4. Continuation of study

6.4.1. The College will take reasonable steps to protect students' continuation of study where material changes, suspensions or closures affect a programme and will provide information about the support and options available to affected students.

7. Complaints

7.1. The College welcomes feedback from prospective students and members of its community and will engage with students on an informal and formal basis in accordance with its policies and procedures.

7.2. You are entitled to make a complaint about any aspect of the College's recruitment, selection and admissions process in accordance with the College's Complaints Policy. Students are encouraged to raise concerns as soon as reasonably practicable so that they can be investigated effectively. Complaints will be considered in accordance with the requirements set out in the College's Complaints Policy.

7.3. Students enrolled on programmes delivered in partnership with a university should normally raise complaints through the College's Complaints Policy in the first instance. Where responsibility for the matter rests with the partner university, or where further consideration by the partner university is required under the relevant partnership arrangements, students will be directed to the appropriate university process.

7.4. **External Review:** Students whose complaints are not resolved in accordance with the College's Complaints Policy may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office of the Independent Adjudicator (OIA).

8. Fees

8.1 Deposit

8.1.1. Deposits are subject to the provisions of the Refund and Compensation Policy. Please refer to the policy for details of any circumstances in which a deposit may or may not be refundable.

8.2 Obligation to pay fees

8.2.1. Students are responsible for paying all tuition fees and any applicable additional fees in accordance with the terms set out in this contract and the publicised College fees list applicable at the time of Enrolment.

Please refer to the College's Refund and Compensation Policy

8.2.2. Tuition fees are payable for undertaking the programme and include admission, teaching, assessment, and graduation. Tuition fees are payable on an annual basis.

8.2.3. Additional costs relate to goods or services that are not included in the tuition fees and may include, for example, programme materials, trips, vetting and barring checks. Any mandatory additional costs will be clearly communicated in advance.

8.3. Payment arrangements and support

8.3.1. Where a student experiences financial difficulty, the College encourages the student to make contact with as early as possible, for example through their Personal Academic Tutor. The College may, at its discretion, agree a payment plan to allow fees to be paid over an extended period.

8.3.2. Where fees remain outstanding, the College may withhold the release of final results, award documentation, or certification, provided that doing so is lawful and reasonable in the circumstances.

8.3.3. Where fees remain unpaid, and where it is reasonable and proportionate to do so, the College may take steps to recover outstanding amounts. This may include referring the debt to external debt recovery agencies or legal representatives. Any additional costs incurred by the College in recovering unpaid fees will only be charged to the student where such costs are reasonable, permitted by law, and clearly communicated in advance.

8.3.4. Unless otherwise agreed, payments received will normally be allocated to the oldest outstanding balance on the student's account.

8.4 Tuition Fee variations

8.4.1. The College reserves the right to increase your Tuition Fees for subsequent academic years to , reflect increases in the costs of delivering your programme, improvements to the educational services provided, or changes in government policy, regulation or other external requirements. The College will provide students with reasonable notice of any fee increase before it takes effect.

8.4.2. Tuition Fee increases for Home Students are subject to regulatory control by the UK Government.

8.5. Total Costs

8.5.1. The total cost of your programme, including any mandatory additional costs and any applicable registration fee, is set out in the College Fees List. Please refer to: Tuition Fees and Funding page

8.5.2. **Payment:** Acceptance of these Terms and Conditions indicates agreement to be bound by the Refund and Compensation Policy and to pay all fees owed to the College when they become due in accordance with the payment terms agreed.

8.5.3. **Payment Timing:** Tuition fees must be paid in accordance with the payment arrangements agreed with the College. Where a student is funded by Student Finance England ("SFE"), tuition fees will be paid directly to the College by SFE in accordance with SFE payment arrangements. Students remain responsible for any tuition fees or outstanding balances not covered by SFE funding.

8.5.4. International students must pay the tuition fee deposit or full tuition fee, as stated in their offer letter, before a Confirmation of Acceptance for Studies (“CAS”) can be issued. Any remaining tuition fees must be paid before the start of the programme, unless a payment plan has been offered by the College and confirmed in writing.

8.5.5. **Non-payment:** Where tuition fees remain unpaid after the due date and no agreed payment arrangement is in place, the College may take reasonable and proportionate action to recover the outstanding amounts. This may include:

- a. restrict access to its premises and facilities;
- b. suspend or terminate your registration;
- c. report outstanding tuition fee debt to credit reference agencies and/or debt recovery agencies where appropriate;
- d. where applicable, withdraw sponsorship of your Student visa and report this to UK Visas and Immigration (UKVI).

8.5.6. The College will seek to engage with students experiencing financial difficulties and may consider reasonable repayment arrangements where appropriate. Students may also be signposted to relevant support services.

8.5.7. If this contract is terminated because of non-payment, any refund will be paid in accordance with the Refund and Compensation Policy.

8.5.8. **Refund eligibility:** Any request for a tuition fee refund must be made in writing. Please refer to the Refund and Compensation Policy for more details.

8.5.9. **Compensation eligibility:** A student may be eligible for compensation if the College is not able to preserve their continuity of study. Any request for compensation must be made in writing. Please refer to the Refund and Compensation Policy for more details.

9. Student obligations

9.1. **Conduct and Respect:** You must treat all members of the College community with dignity and respect and act in accordance with the College's policies, procedures, regulations and reasonable instructions. The College may take disciplinary action where these obligations are breached.

9.2. **Attendance and Engagement:** You must attend and actively engage in all scheduled teaching and learning activities for your programme of study and comply with the College's requirements relating to attendance, engagement and participation. You are also required to undertake sufficient independent study to meet the learning outcomes of your programme.

9.3. **Health, wellbeing and disclosure:** You are encouraged to inform the College during the application process, enrolment, or at any time during your studies if you have a disability, learning difficulty, medical condition, mental health condition, or

other circumstance that may affect your ability to participate fully in your programme of study. You may be asked to provide relevant information or supporting evidence to enable the College to consider appropriate support and reasonable adjustments. The College will consider individual circumstances and, where appropriate, take reasonable steps to support your participation in accordance with its legal obligations and relevant College policies.

9.4. Communication: You must monitor your College email account regularly, which you will be notified of after enrolment. It is vital that we have an open line of communication with you, and the College will always use your College email address for all communications.

9.5. You must also keep your contact details up to date and notify the College immediately if they change.

10. Data Protection

10.1. The College has put in place systems and procedures to ensure that it is compliant with the Data Protection Legislation.

10.2. Privacy Notice: The College has a Privacy Notice which explains how we will use your Personal Data. Key information from this Privacy Notice is provided on the Application Form. The Privacy Notice is also published on the College website. You must read the policy in full before accepting your place.

10.3. Verification of Information: When you apply to enrol with the College, we need to verify your identity, qualifications, and relevant employment history to confirm that you meet our entry requirements and to prevent fraud. This verification process is necessary to take steps at your request before entering into a contract for educational services. To carry out these checks, we may contact your previous education providers, awarding bodies, and employment referees you have named. We may also share your information with third-party verification services where appropriate. The lawful basis for this processing is Article 6(1)(b) of the UK GDPR that the processing is necessary for the performance of a contract or to take steps at your request prior to entering into a contract.

10.4. Information Sharing: The College will share aspects of your personal data with the Office for Students (OfS) and Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies.

The HESA Student Data Protection Notice can be found here:

<https://www.hesa.ac.uk/about/regulation/data-protection>

The OfS Data Protection and Privacy notice can be found here:

<https://www.officeforstudents.org.uk/ofs-privacy/privacy-notice/>

10.5. Student Finance England: If you are in receipt of tuition fee loans and/or other funding from SFE, the College reserves the right to disclose your details, including academic progress, achievement and attendance rates and other requested information to SFE.

10.6. Right of access: You have the right to access the Personal Data about you that the College holds in its structured files.

In the event that there is a change in the way we use your Personal Data, the College will update Privacy Notice on the College webpage.

11. Termination

11.1. Subject to us complying with the policies and procedures, the College may terminate this contract with immediate effect by writing to you if:

11.1.1. you fail to re-enrol by the published deadline or do not attend scheduled classes and/or have not met the financial registration requirements during the cooling-off period;

11.1.2. you have an outstanding tuition fee debt or have contravened the terms of the Refund and Compensation Policy;

11.1.3. you fail to meet the applicable College requirements relating to attendance and engagement;

11.1.4. you fail to meet the applicable College progression or award requirements;

11.1.5. where the College reasonably determines, following appropriate consideration of individual circumstances and available support measures, that continuation of study is not possible or appropriate;

11.1.6. you are enrolled on a programme that is subject to professional, regulatory, placement, conduct, health or fitness to practise requirements and no longer meet those requirements;

11.1.7. you engage in misconduct, or your behaviour represents an immediate and serious risk to your health, welfare or safety, or to the health, welfare or safety of others;

11.1.8. you commit or are convicted of a criminal offence which, had it been committed at the time of your application, would have prevented you from enrolling;

11.1.9. you have withheld key information or provided incorrect or misleading information to the College;

11.1.10. a Force Majeure Event prevents us from providing your programme for longer than one term or six (6) weeks.

13. Right to appeal

13.1. You may appeal against the College's decision to terminate this contract under clause 11 in accordance with the relevant policy.

14. Suspension

14.1. Suspension: The College may suspend a student from their programme where it reasonably considers this necessary, taking into account the circumstances of the case and any applicable College policies, procedures or regulations.

14.2 Non-exhaustive examples of the circumstances in which the College may decide to suspend a student include where it is deemed:

- a. necessary to enable an investigation to be conducted into alleged misconduct;
- b. appropriate as a disciplinary sanction in its own right.

14.3. Your right to **appeal**: A student may appeal a decision to suspend them in accordance with the relevant College policy, procedure or regulations in force at the time.

15. Liability

15.1. The College will take all reasonable steps to ensure we can deliver the agreed educational services in accordance with this contract.

15.2. The College shall not be liable to you for any failure in delivery of educational services arising out of matters outside our reasonable control. Such circumstances may include: industrial action, severe weather, fire, natural disaster, civil disorder, riot, terrorist attack or threat of terrorist attack, war, political unrest, government restrictions, epidemics, pandemics, or failure of public utilities or transport systems ("Force Majeure Event").

15.3. Force Majeure Events are rare, and the College would usually expect such events to be short term. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure and the performance of our obligations, and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering the classes via a different method.

15.4 Limitation of our liability to you

15.4.1 Nothing in these Terms and Conditions will limit or exclude our liability:

- a. for death or personal injury arising out of our own negligence; or
- b. for fraud or fraudulent misrepresentation; or
- c. in respect of any other liabilities which may not be lawfully excluded or restricted.

15.4.2 We shall not be liable and expressly exclude liability for:

- a. Damage to, theft and/or loss of your personal property;
- b. For any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of Regent Hill London;
- c. Financial or other consequential loss where such loss or damage is a result of theft, fire or flood;
- d. Any losses which were not foreseeable if they are an obvious consequence of the College's breach of this contract. The College does not accept liability for loss of opportunity or profit.

15.4.3. You are advised to insure personal property against theft and other risks as we shall not be responsible for any loss, theft, or damage to your personal property whilst on the College's premises.

16. Intellectual Property

16.1 Unless otherwise agreed in advance, intellectual property ("IP") created solely by you during the programme of your study will remain your property. In certain circumstances, such as when you are working on a collaborative project with the College, external funders, or where substantial use is made of College resources or facilities, the College may claim ownership or joint ownership of the resulting IP. Where this applies, the position will be clearly communicated to you in advance, and a separate written agreement will set out the terms of the ownership and use..

17. General

17.1. Severability: If any part of this contract is found by a court or other competent authority to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. You may not vary or amend this contract without the prior written consent of the College.

17.2. No waiver: If you breach these Terms and the College does not immediately enforce its rights, this does not mean that those rights have been waived. The College may still take action in respect of that breach, or any later breach, at any time.

17.3. No Variation: Save as set out in these Terms and Conditions, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by you and the College.

17.4. Updates: The College reviews its policies, procedures and related documents to ensure they remain current, accurate and accessible. The latest versions are published on the College website and Virtual Learning Environment and are usually reviewed annually, unless external requirements necessitate earlier changes..

17.5. Third party rights: Only you and the College are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.

17.6. Governing law and jurisdiction: This contract, and the relationship between you and the College, is governed by English law. Any disputes will be subject to the exclusive jurisdiction of the English courts.