

# LIPA

THE LIVERPOOL INSTITUTE FOR PERFORMING ARTS

## Accompanying Information and Conditions of Offer

Responsible for Policy	Registrar
Relevant to	All applicants
Approved by	Directorate
Date Approved/Last Approval	8 <sup>th</sup> August 2022
Next review date	June 2023

### Relevant Documents

APP, Student Protection Plan

### Related Policies and Documents

Admissions Policy

### Applicable OfS Condition (s) of registration

(Identify the OfS conditions of registration applicable to the contents of this policy. Any relevant comments may also be included here.)

C1, C2, C3

# Accompanying Information and Conditions of Offer

## Effective from September 2022 to Present

Any offer of a place made to you by the Institute is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the Institute. That contract comes into force when you inform us that you accept your offer.

## Conditional and Unconditional Offers

The term 'unconditional offer' is part of the national admissions nomenclature and relates to the academic conditions of the offer. All other conditions (as detailed in this letter, or within the Institute Regulations, or communicated to you via UCAS, or at interview) apply.

If this offer is 'unconditional' it has been made on the basis of the academic qualifications you have presented to the Institute either on your application form or, if you applied during 'Clearing', on the basis of the information you provided to the Institute via the telephone or the internet. You must provide documentary evidence of the qualifications you have indicated to us and on which the decision to offer a place has been based. The Institute reserves the right to verify the qualifications with the awarding Institution. This offer, the contract you will enter into by accepting it and membership of the Institute are subject to the requirement that you hold the qualifications and that the Institute receives documentary evidence of them. If you fail to meet this requirement, the offer may be withdrawn and your contract with, and membership of, the Institute may be terminated. Any delay or failure by the Institute over the exercise of its rights shall not impair or affect the rights or waive the requirement.

If your offer sets out conditions which you must meet, failure to meet those conditions will result in your offer of a place with the Institute being automatically withdrawn and the contract will terminate.

We try to make sure information provided in your offer is accurate. However, sometimes errors may occur. If we become aware of any errors in your offer letter after we send it to you but before you accept your offer, we will provide you with the correct information by the same means as the offer letter was sent. Any subsequent acceptance of a place by you will be deemed to be on the basis of the corrected information.

# Payment of fees

At the beginning of your course you must make arrangements satisfactory to the Institute for the payment of your fees. International students requiring a VISA will have to provide this evidence earlier than the start of the course for a CAS to be issued in time to commence the course.

You will be invoiced by the Institute for the full amount or remaining portion of your fees for each year of the course if you do not have, (for each year of your course), either:

- Financial support via Student Finance England, Wales, Northern Ireland or Student Awards Agency for Scotland (SAAS); or
- An approved international educational loan that meets LIPA's requirements; or
- A legally binding document to the Institute's satisfaction from an employer or a sponsor indicating responsibility for the payment of your fees in full or part (please see our Data Protection statement for disclosures).

It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Team at enrolment or as soon as possible thereafter.

All fee payment transactions are subject to the following process / conditions:

- LIPA will notify you of the amount you are required to pay for your tuition fees and your tuition fees deposit.
- First year international students studying on the BA (Hons) Programme and all students studying on Foundation Certificate or postgraduate programmes are required to pay a deposit in line with the correspondence provided to them, and the balance on or before enrolment.
- Returning international (2nd and 3rd year) students are not required to pay a deposit, the full amount being due in line with correspondence provided to them.
- Students from the UK or EU who are not proposing to access loans from the Student Loan Company are required to pay the full amount of their fees on or before enrolment.
- Tuition Fees are exempt from value added tax (VAT).
- All payments made through the Online Payment System must be made in GB Pounds Sterling. You, the student or the third party making payment on your behalf, will bear any currency conversion costs or other charges incurred in making the payment or in processing a refund, and such costs will not be deductible from the tuition fees due to LIPA.
- It is your responsibility to ensure that the tuition fees are paid, whether the payment is made directly by you or on your behalf by a third party (such as a relative, employer or sponsor). Failure to pay by the stated deadlines may result in you not being enrolled on your course.

All payments are made online via our website payment portal.

# Tuition Fee Sponsorship (excluding financial support via the Student Loans Company (SLC))

If you are being sponsored, perhaps by your employer, you will need to provide written confirmation from your employer in a form satisfactory to the Institute. The confirmation is required to be on your sponsor's official letter headed paper and must include their invoice address, your LIPA registration number, your full name, the title of your course and the maximum amount that they will pay. Failure to provide this information will result in you being invoiced for the full cost of your fees.

# Student Loans, Student Finance England, Student Finance Wales, Student Finance Northern Ireland and Student Awards Agency for Scotland (SAAS)

We will receive electronic confirmation of the level of tuition fee loan/grant you have been allocated directly from the funding agencies, therefore you do not need to submit your assessment letter as confirmation. You remain responsible for payment (or seeking other third party contributions) in relation to any shortfall between your loan/grant and the total fees payable.

## Total Fees

Please note that the total amount of the tuition fees payable for the duration of your course is set out in the email sent to you.

The Institute has calculated the total additional fees payable based on its records of the type and duration of the course you are going to study. If you have any queries about the fees in the covering email or have concerns that they are incorrect, please contact the Finance Team immediately. Additional fees such as physiotherapy have to be paid before enrolment is complete.

## Institute Regulations

In accepting an offer of a place at this Institute, you are agreeing to comply with the provisions of all the Institute's student policies that apply to enrolled students as amended from time to time. The current policies are either enclosed or attached to your

offer letter or email. These and updated copies will also be available on the key documents page which can be found on the LIPA website and moodle site for enrolled students.

The Institute reserves the right to make reasonable changes to its policies where in the opinion of the Institute this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a. To review and update the policies to ensure they are fit for purpose;
- b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- c. To incorporate sector guidance or best practice;
- d. To incorporate feedback from students; and/or
- e. To aid clarity or consistency of approach.

Any changes will normally come into effect at the start of an academic year, although may be introduced during an academic year where the Institute reasonably considers this to be

in the interests of students or where this is required by law or other exceptional circumstances. The Institute will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated policies will be made available on the Institute's website and may be publicised by other means so that students are made aware of any changes.

## Disclaimers

The Institute will make reasonable efforts to provide educational services as described in the prospectus or in other documents issued by it, to appropriately enrolled students. Sometimes circumstances beyond the control of the Institute mean that it cannot provide such educational services. Examples of such circumstances include:

- (a) industrial action by Institute staff or third parties
- (b) the unanticipated departure of key members of Institute staff
- (c) power failure
- (d) acts of terrorism
- (e) damage to buildings or equipment
- (f) the acts of any governmental or local authority; or
- (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

In these circumstances, the Institute will take reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. To the full extent that is possible under the general law the

Institute excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

The Institute does not exclude or limit in any way its liability for:

- i. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- ii. fraud or fraudulent misrepresentation.

The Institute does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## Changes to Courses

The prospectus is prepared far in advance of the academic year to which it relates so that potential students and other interested parties are able to research potential higher education providers and courses in good time. The Institute will use reasonable endeavours to deliver the course in accordance with the description applied to it in the Institute's prospectus for the academic year in which you begin the course. However given the period of time between our prospectus being prepared and enrolment for the academic year, details of the course may be subject to some change.

### Course Changes or Cancellation Up to Six Months Prior to Enrolment:

The Institute will be entitled to make reasonable changes to the material information relating to your course (including to the content and syllabus of the course where developments in the subject area make that necessary, or to the location of the course or the method of delivery of the course) up to six months prior to Enrolment. Changes will usually be made on this basis for one or more of the following reasons:

- to enable the delivery of a better quality of educational experience to students enrolled on the course, including to account for feedback from previous and existing students;
- to account for changes in theory, recent research and best practice so as to ensure the course content is accurate, up to date and serves the best interests of students;
- to meet new or revised legal, regulatory, professional standards and requirements of accrediting bodies;
- where the prospectus expressly states that the course may be subject to changes or cancellation for specific reasons; and
- due to circumstances outside the reasonable control of the Institute.

In making any such changes, the Institute will aim to keep the changes to the minimum necessary to achieve the required purpose and will notify affected students in advance about any changes that are required.

If the Institute changes your course and you are not satisfied with the changes, you should notify the Institute in writing within 14 days of receiving information about the change. The Institute will inform you of other similar alternative courses or modules (as the case may be). If no alternative is suitable to you, you will be entitled to withdraw from the programme and we will refund any Tuition Fees (including deposits) you may have already paid to the Institute. The Institute will also offer you reasonable support in your efforts to transfer to another provider.

#### Course Changes or Cancellation within Six Months Prior to Enrolment and/or After Enrolment

The Institute will use reasonable efforts to ensure it does not make changes to the material information relating to your course within six months of Enrolment or after your course has started. However, sometimes this may be necessary, such as:

- to enable the Institute to deliver a better quality of educational experience to students enrolled on the course, and/or where such changes will not reasonably cause a detriment to any student;
- to account for changes in theory, recent research and best practice so as to ensure the course content is accurate, up to date and serves the best interests of students;
- to meet new or revised legal, regulatory, professional standards and requirements of accrediting bodies;
- due to circumstances outside the reasonable control of the Institute.

The Institute will carry out an assessment before implementing any changes and will only implement them if the Institute reasonably considers the change to be fair or unavoidable.

If you disagree with the Institute's assessment in this regard, you may raise your concern under the Institute's complaints procedure.

Should the Institute wish to implement changes to the material information relating to your course for reasons other than those outlined above then the Institute will notify affected students (or representatives appointed on behalf of such students where those affected are significant in number) and will engage in a process of consultation accordingly.

The Institute will not cancel a course within six months prior to enrolment or afterwards unless:

- it is strictly necessary as a result of revocation, withdrawal or discontinuance of accreditation, validation or certification from a mandatory body relating to the course; or
- when recruitment to the programme is significantly low to make the academic and student experience unworkable;  
or
- due to circumstances outside the reasonable control of the Institute.

In which case the Institute will use its best efforts to let you know as soon as reasonably possible, inform you of a suitable alternative course and if such alternatives are not suitable you will be entitled to withdraw from the course without any other study with the Institute and receive a refund of any deposit or Tuition Fees paid.

## Students with Disabilities

The Institute welcomes applications from those with disabilities and is committed to discharging its duty under the Equality Act 2010 (i.e. where a Institute provision, criterion or practice puts disabled applicants and students at substantial disadvantage in comparison with those applicants/students who are not disabled, to take reasonable steps to avoid the disadvantage.) Although it is rare, it should be noted that the Institute will not always be in a position to make adjustments that students request as they may not be reasonable in the particular circumstances e.g. the adjustments may not be practicable or may incur significant expense for the Institute. Where an applicant/ student has complex needs the Institute will liaise with the applicant/student and review whether it is possible to make the adjustments as soon as it can following disclosure of the disability. This review may include an information interview and/or an assessment of need to enable the Institute to get a better understanding of the applicant's/student's needs and the Institute's ability reasonably to meet them. The Institute will confirm the position as soon as possible. Admission or enrolment may be refused or deferred if, following an assessment of need, provision of the adjustments required by the applicant cannot reasonably be provided at that time.

Applicants/students have no obligation to disclose a disability and if they do disclose it, they have a right to request that it remains confidential. It is important for applicants/students however to be aware that if they do not disclose details of their disability the Institute may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of your course or in rare circumstances, that the requested adjustments cannot be implemented. If you have a disability and have not declared it, please contact [student.support@lipa.ac.uk](mailto:student.support@lipa.ac.uk).

# Cancellation Rights

## *RIGHT TO CANCEL*

You have a statutory right to cancel this contract within 14 days of it being made without giving any reason. This period expires 14 days after the date on which you accept your offer.

To exercise the right to cancel, you must inform the Institute of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). The Institute is very happy for you to just send an email to [admissions@lipa.ac.uk](mailto:admissions@lipa.ac.uk) or [international@lipa.ac.uk](mailto:international@lipa.ac.uk) if you are an international student.

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.

### *EFFECT OF CANCELLATION*

If you cancel this contract as set out above, the Institute will reimburse to you all payments received from you.

The Institute will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

The Institute will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and the Institute have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### *CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD*

If you cancel the contract after the 14 day cancellation period noted above has expired, the Institute will not refund payments received from you. Depending on when and for what reason you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the Institute's Tuition Fee Policy.

### *COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD*

If your course is due to begin within 14 days of the date on which you accept our offer, by accepting that offer you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you may be liable to pay a proportion of fees to cover the period from the commencement of the Institute's service to you to the date of cancellation, as set out in the Institute's Tuition Fee Policy.

## Data Protection

To see how the Institute uses the personal information you provide to us, please see the privacy notices for applicants and enrolled students on the Institute's website.

## General

If any provision of the contract between you and the Institute is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The contract between you and the Institute shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

The Institute's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

Version: November 2022