

# TERMS AND CONDITIONS

## ATTENDANCE

1. The student agrees that their attendance in all classes will **not** fall below 85% at any point during the course.
2. If the student's attendance falls below 85% at any time, their parent(s) or legal guardian(s) will be notified, and they will be asked to withdraw from the course or be expelled.
  - a. If the student is a Tier 4 Visa holder, they will be reported to the UKVI for non-attendance and their Visa will be cancelled.
3. If the student is absent for an unavoidable reason, this is known as an "authorised absence", **if** evidence to support the reason for absence is provided.
4. Sick notes will **only** be accepted from NHS GPs and UK hospitals.
5. If the student is claiming their absence was due to unavoidable circumstances, they must provide the necessary evidence within two working days of their return to the College.
6. The Course Director has absolute discretion over what constitutes a valid reason for absence. Their decision is final.
7. The student agrees **not** to take holiday during term time.
8. The student agrees to return to the College after the Christmas and Easter breaks in good time to resume classes.
9. If the student is planning to take time out of the College for **any** reason, they must inform the Administrative Staff and the Course Director well in advance so their absence can be authorised and plans for their resumption of classes can be put in place.
10. The Course Director reserves the right to refuse any request for absence during Term Time and to ask the student to withdraw or expel them from the course if they take unauthorised absence.
11. Absences will be authorised where the student is attending an interview at university or a university open day, provided that the College is notified in advance and suitable evidence is provided.
12. Absences will be authorised in the case of a family emergency (such as a death or serious illness) provided that the College is notified.
13. The student agrees to be punctual to **all** classes and examinations.
  - a. If the student arrives up to 10 minutes after the official start time, they will be admitted and marked as late.
  - b. If the student arrives more than 10 minutes after the official start time, they will not be admitted until the first break and marked as absent.
  - c. If the student knows they will be late due to an unavoidable reason then they must inform the College as soon as possible and, if the Course Director deems their reason valid, they will be marked as excused and admitted at the first break.

## GENERAL STUDENT OBLIGATIONS

14. The student agrees to vacate the College premises by no later than 6.30pm, unless supervised of a member of staff.
15. The student agrees to provide the College with accurate and up-to-date medical information, including any new, existing or on-going medical conditions which may reasonably be expected to affect their studies or ability to study. Failure to disclose fully the nature or extent of any medical condition may result in expulsion of the College, withdrawal of Tier 4 Sponsorship and tuition fees becoming non-refundable.
16. The student agrees to submit **all** required work to the correct person, by the deadline and in the format required, with the appropriate coversheet. If the student fails to do so, the teacher has the right to refuse to mark the work, give a 0% grade, or deduct a percentage from the overall mark.
17. The student agrees to complete **all** homework set, by the deadline provided, and to present it in the manner required by their teacher.
18. The student agrees to adhere to examination rules during any examination sat on College premises.
19. The student agrees to attend **all** examinations set by the College, and understands that if they are late for or absent from any examination, they will receive a 0% mark. The student has no right to an automatic retake. Retakes are provided at the discretion of the Course Director.
20. The student is permitted to use the College lift to travel to the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floors, as long as they do so sensibly, and do **not** exceed a total of 4 occupants at any time. This privilege can be withdrawn at any time.

## BEHAVIOUR AND DISCIPLINE

21. The student agrees **not** to participate in **any** activities that would bring the College into disrepute, either on or outside College property, and to conduct themselves in a courteous and appropriate manner at **all** times.
22. The student agrees to treat **all** members of staff and their fellow pupils with respect at **all** times, regardless of ethnicity, religion, beliefs, gender, or sexual orientation.
23. If the student has **any** concerns at **any time** about the behaviour of a member of staff or another student, they are strongly encouraged to report it to the Designated Safeguarding Lead (DSL), their Personal Tutor, or another member of staff.
24. If the student has **any** concerns about their own well-being, or that of another student, inside or outside of the College, they are strongly encouraged to report it to the Designated Safeguarding Lead (DSL), their Personal Tutor, or another member of staff.
25. The student agrees to respect the right of others to learn, and agrees not to disrupt or obstruct the learning of others by their behaviour inside or outside class, or by any other means.
  - a. If a student causes disruption to a class they may be asked to leave and refused re-admission.

- b. Persistent disruption of a class may result in expulsion from that class, or from the College.
  - c. The decision of the teacher within their class is final.
26. The student agrees to respect the property, equipment and environment of the College, and the property of their fellow student and members of staff, at **all** times.
- a. Any damage to College property must be reported immediately.
  - b. The student agrees that they will be liable for any wilful damage to College property or environment, and that any such may incur charges.
27. The student is permitted to bring their mobile telephone to the College, but it **must** be switched off or silent during class time, and in the student's pocket or bag. Any device which is causing distraction to the student or others, or disruption to the class, it will be confiscated.
28. The student is strictly prohibited from bringing any of the following items onto College property:
- a. Alcohol or non-prescription drugs in any form
  - b. Chemicals
  - c. Knives or other weapons
  - d. Explosive or otherwise dangerous material(s)
  - e. Pornographic or any other offensive material(s)
29. The student agrees to dress in a manner appropriate for an educational environment, and in a way that is respectful and sensitive to the multi-cultural environment of the College. If a student's clothes are deemed to be inappropriate by the Course Director then the student understands that they may be asked to return home to change before they are permitted to attend classes.
30. The student accepts responsibility for **any** and **all** items they bring onto College property. Regrettably the College cannot guarantee the safety of any item that is brought onto the premises.

## POLICIES

31. The student agrees to read and abide by the following College policies\*, which are available on the College website ([www.davidgamecollege.com](http://www.davidgamecollege.com)) or upon request from a member of staff:
- a. Acceptable Use E-Safety and Technology Policy
  - b. Anti-Bullying Policy
  - c. Behaviour Management Policy
  - d. Student Complaints Procedure
  - e. Disability Policy
  - f. Equal Opportunities Policy
  - g. First Aid Policy
  - h. Health and Safety Policy
  - i. Lockdown Policy
  - j. Prevent Strategy
  - k. Safeguarding and Child Protection Policy
- \* College policies are updated regularly.*

**The College takes the safety and welfare of ALL our students extremely seriously. It is of paramount importance to us that we provide a safe environment in which students can learn and grow. Therefore, we follow all current Safer Recruitment guidance and provide ongoing training to all our staff. We also assign a Personal Tutor to all of our students to help attend to any individual needs or concerns.**

## TIER 4 SPONSORSHIP

### **(only applicable to Visa students)**

32. It is the student's responsibility to ensure that they apply for their Visa in good time for the start of the course. Where a Visa is granted the student must report to the College by the published course start date, or within two weeks if the term has already begun. If the student fails to do so the College will withdraw their sponsorship and the Visa will be cancelled.
33. If the student is unable to reach the College before the beginning of term for any reason they must inform the College of why they will not be present and when they expect to arrive. If they fail to do so the College will withdraw their sponsorship and the student will be liable for the full tuition fees.
34. If the student is found to have applied for a Visa with false or unapproved documents, or to have provided false or misleading information, or to have failed to disclose any information relevant to their application, the student forfeits their right to a refund of any tuition fees they have paid to the College, is liable for any outstanding tuition fees, and will have their sponsorship withdrawn. All refusal documentation must be provided to the College, and we will take legal action.
- I. In these circumstances, the College reserves the right not to re-sponsor any subsequent application, or to charge a £500 surcharge for the issuance of a new CAS. This surcharge and any outstanding tuition fees must be paid before a new CAS is supplied to the student.
35. By entering the UK using a Visa obtained through the sponsorship of the College, the student commits to paying the full tuition fees.

## TUITION FEES

36. Once the student is registered at the College, they must pay the second instalment of their tuition fees within the first week of their studies, unless otherwise agreed with the Course Director.
37. The student agrees to have settled their tuition fees in full by the end of the first week of their second term, if they are still registered at the College at this time, or unless otherwise agreed with the Course Director.
38. The College reserves the right to expel the student with 3 days' written notice if any fees are overdue for payment.

## ADDITIONAL FEES

39. The following Examination Fees will apply to **all** courses:
- a. Standard Fee £500
  - b. Mid-Term Examination Retake Fee £100 per examination

- c. End of Term Examination Retake Fee £250 per examination
40. The following subjects carry a Practical Fee of £500 per subject:
- a. Physics
  - b. Biology
  - c. Chemistry
  - d. Further Computing
  - e. Graphic Design
  - f. Photography
  - g. Fine Art
  - h. Spatial Design
41. The Architecture, Art & Design pathway carries a Material Fee of £500.

#### WITHDRAWAL FROM THE COURSE

- 42. If the student decides to withdraw from the course at any point after they have registered on the course, they are **not** entitled to a refund of any tuition fees they have already paid, and are liable for the remainder.
- 43. If a CAS is issued but is unused at the time the student decides to withdraw from the course, the College will retain the £1500 Reservation Fee, but any remainder will be refunded.
- 44. If a CAS is issued and used at the time the student decides to withdraw from the course, they are **not** entitled to any refund of any tuition fees already paid, and are liable for the remainder up to the full tuition fee amount.
- 45. If a non-Visa student (not requiring a CAS) withdraws from the course before it has started the College will retain the £1500 Reservation Fee, but any remainder will be refunded.
- 46. Rare cases of special consideration and extreme, unexpected circumstances leading to the student's non-arrival or withdrawal from the course will be considered by the Course Director on an individual basis. The refund give will be decided at the Course Director's discretion, based on the evidence of the circumstances provided, after which it will be non-negotiable.

#### EXPULSION

- 47. If the student is expelled from the course, for any reason, they are not entitled to **any** refund of tuition fees paid, and are liable for any outstanding balance.

#### PROVISION OF EDUCATION

- 48. The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for the student.
- 49. The College cannot guarantee that the student will achieve his or her desired results or that their results will be sufficient to enable the student to gain entry to other educational establishments.
- 50. The right is reserved to the Course Director to organise the course and the structure of the course in the most appropriate manner to meet the requirements of the course community as a whole, including other students and staff.

#### PROGRESSION TO UNIVERSITY

- 51. Most universities in the UK will accept you into Year 1 of their undergraduate degree programmes, provided that you submit a successful UCAS application and meet their academic requirements for progression, set out in a formal offer.
- 52. The College cannot guarantee that you will receive an offer for any university or guarantee progression to an undergraduate degree, where the student does not receive offers through UCAS or does not meet the requirements of any offer received.

#### GENERAL

- 53. The College may change these Terms and Conditions from time to time. The student will be provided with a copy of any revised Terms and Conditions before any changes are enforced.
- 54. If the College undergoes any changes during the student's time at the College which we consider will have a significant impact on the student's education and welfare, the College will give the student as much notice as possible.
- 55. By signing these Terms and Conditions, the student and, where applicable, their parent(s) or legal guardian(s), agree for the College to process the student's personal information as is deemed necessary for the legitimate purposes of the College.

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**I confirm that I have read and understood the Terms and Conditions, and agree to be bound by them for the duration of my time as a registered student of the University Foundation Programme (UFP), at David Game College London:**

**SIGNATURE OF THE STUDENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

If the student is below 18 years of age, then a parent or legal guardian must accept these Terms and Conditions and agree to be bound by them on the student's behalf:

**NAME OF PARENT/LEGAL GUARIDAN:** \_\_\_\_\_

**SIGNATURE OF PARENT/LEGAL GUARDIAN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_