# Terms & Conditions - short and online courses, including Summer School

## NOTE:

Condé Nast College of Fashion & Design is changing its name to Vogue College of Fashion from 30th September 2024. Any certificates issued after 30th September 2024 will be with the new name Vogue College of Fashion and will continue to feature the crest and name of our validation partner the University of Buckingham.

This document sets out the terms and conditions between Condé Nast College of Fashion & Design – London (The College) and students on our short, online and Summer School programmes. It contains important information and you should read these terms and conditions carefully before booking your place to ensure that you understand the contents, as these terms and conditions, together with other policies and procedures of the College, will become binding on you and us when a contract is formed between us.

These terms and conditions govern the relationship between you and the College. By booking the College's Programme of study, you accept these terms and conditions in full, which, along with your offer/booking and the College's rules, regulations, policies, and procedures, form the contract between you and us.

These terms and conditions will become binding on you and us when you accept the College's offer of a place by accepting the offer, confirming your details, and paying the Deposit or confirming your booking by paying full fees depending on the course requirements, and any conditions set out in



your offer have been met to our satisfaction. At this point, a legal contract is formed between you and the College based on the terms and conditions set out in your offer letter/ booking confirmation, the terms, and conditions set out in this document, and the terms and conditions set out in the policies and regulations listed in the Student Handbook and on our website (available <a href="here">here</a>).

You will not be able to start your studies at the College until we have received by an agreed deadline:

- Your Acceptance
- Your payment in full before the start of the programme
- Presentation, in person, of your passport and valid visa documentation <u>where required</u>

The College reserves the right to require you to withdraw from a programme at any time should you fail to pay any part of your fees

## Tuition & Travel Fees

Tuition Fees cover all lectures, seminars, teaching activities, and practical sessions. The cost of housing, meals, and all other personal expenses are your responsibility. Tuition fees are reviewed annually; however, fees will not be amended from those advertised after your offer of a place has been confirmed.

Other Fees & Costs: you will be expected to cover the costs of your accommodation, transport to and from the campus, as well as meals throughout the time of your studies with us, where appropriate. We recommend a minimum of £ 1,300.00 - £1,400.00 per month for in-person programme.

Adobe Creative Suite: You may be required to have an ACS student license, currently £19.00 per month.

# Payment Methods for Course Fees

Payment will only be accepted via our approved payment provider Flywire. Further details about the methods of payment are included in the Payment section of this document.





Should you fail to pay any part of your fees after receipt of a final notice from us, the College reserves the right to withdraw our offer.

## Cancellation & Withdrawal

Cancellation Rights: Your right to cancel a place on a course

As a consumer, you have the right to cancel your order/place on a course with us for any reason during a 14-day cancellation period (the "Cancellation Period"). This right will expire after the Cancellation Period, and no refund will be due after this expiry date

To cancel your order, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You may do this by sending an email to admissions@condenastcollege.ac.uk, stating your name, course, and applicant/student ID.

The deposit is non-refundable in all circumstances, outside of the 14-day cancellation period, unless we cancel your course.

#### Withdrawal

If you wish to withdraw your paid booking for one of these courses, the Cancellation Period ends 14 days after the day on which the contract is entered - the day you made your booking and paid the relevant course fee.

For cancellations made during the Cancellation Period, you will be entitled to a full refund of any fees paid to us.

Any request to withdraw/cancel after the Cancellation Period expires will not entitle you to any refund of fees paid.

Withdrawal requests made part-way through the course will not entitle you to any full or pro-rata refund amount of any fees paid

Effects of Cancellation for Short & Online Courses only

Where you have cancelled an order for one of our courses or digital content within the cancellation period we will reimburse you as soon as we can, and in any event no later than 28 calendar days after the date on which you inform us of your decision to cancel or withdraw.

We will reimburse you using the same means of payment you used for the initial transaction. We will not charge you any fees for reimbursement.





If you cancel an order you must immediately delete any and all digital content relating to the cancelled course which we have supplied to you (including any pre-reading and/or course material).

Should any prospective international student's Student Visa application be refused for any reason outside of your control, the College will refund the fees paid (less the non-refundable deposit if outside of the Cancellation Period) only if all compliance checks have been satisfactorily completed. These compliance checks are communicated to all prospective international students.

When You Lose Your Right to Cancel for Short & Online Courses Only You will lose your right to cancel your order with us in the following circumstances:

if you have opened the packaging of sealed audio, video or computer software.

If you ask us to start providing services or to supply digital content to you before the end of the Cancellation Period (e.g. booking and starting one of our courses, and paying the course fee less than 14 days before the start of the course as a late starter), the following will apply:

you will lose your right to cancel your order and receive a refund, and must pay for the services in full if we complete the services during the cancellation period;

If during the Cancellation Period, we have only partly completed the services you may cancel your order by notifying us that you wish to do so. However, we may charge you for any services we have provided in part up to that point. The amount charged will be calculated in proportion to the overall price of the contract; and

in the case of digital content, once you have started to download or stream any digital content, you will lose your right to cancel your order and must pay for the digital content in full.

#### Cancellation Information

Non-attendance due to illness, or for personal or professional reasons, does not entitle any student or prospective student to a refund or



deferral/transfer. We will consider such requests on a case-by-case basis at our discretion.

The deposit is non-refundable in all circumstances beyond the Cancellation period.

Refunds can take up to 28 days to be returned to the payer; refunds will be returned using the same payment method the original payment was made.

#### Cancellation of Programme by the College

If the College cancels your programme, we will notify you in writing as far in advance as possible and refund your deposit and any programme and travel fees that you have paid. Other than refunding your fees, the College will accept no liability for expenses or losses you or any third party may incur because of a programme's cancellation.

## **Involuntary Withdrawal**

If you are asked to leave the programme as a result of failing academic work, disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and in the student handbook, the College will not refund any fees to you.

#### Withdrawal Due to Visa Issues – Non-UK Students

You are responsible for ensuring that you have the appropriate visa to enable you to study in the UK, and the rejection of a visa application by UK Visas and Immigration does not affect the application of these terms and conditions. The College recommends that all applicants check with the British Embassy or British High Commission regarding their visa requirements before applying. If you are unable to obtain a visa and have supporting documentary evidence to show this, you can apply in writing to the Admissions TeamCommittee at admissions@condenastcollege.ac.uk to be considered for a refund of programme fees already paid (minus the deposit); you will not be entitled to any full or pro-rata refund amount of any tuition fees paid for that upcoming first term. A pro-rata refund of the subsequent terms will be considered, as per the section entitled "Withdrawal by you other than during the cooling off period", unless:



You applied for a visa that does not make you eligible to study in the UK on a course of study that you booked/ accepted an offer to..

The visa was refused due to fraudulent, misleading or omitted information, documents or activity on your part or if you provided incorrect information.

#### Deferral of Enrolment

Deferred entry is normally only allowed in exceptional circumstances and is not permitted for students on the VOGUE Teen Festival.

## The Programmes

The College aims to ensure that the student learning experience, as described on the website and student handbooks, is delivered and maintained at all times. In some circumstances, the College may have to vary the method of delivery of your programme, and in some cases, the syllabus may be altered or updated. In the unlikely event that the College discontinues your programme or changes it significantly, whether before you start your programme or once you have begun, we will tell you at the earliest possible opportunity. If this happens before you start your course, you may wish to withdraw your application; if you do so, the College will provide you with support and guidance in finding an alternative programme either at the College or at another UK university.

## **Events Outside of Our Control**

We shall not be liable to you for events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care. Such events include but are not limited to

- severe weather, fire, flood, storm, tempest, explosion, earthquake, subsidence, or other natural disaster;
- civil commotion, riot, invasion;
- an actual, suspected or threatened act of terrorism;
- war (whether declared or not) or threat or preparation for war;
- pandemic, epidemic or local health emergency necessitating measures to reduce the risk of illness
- restrictions imposed by government or public authorities;
- national emergencies;
- failure of public utilities or transport systems;



• failure of public or private telecommunications networks.

Should any such circumstances arise, we reserve the right to change or cancel parts, or all, of the programme. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

Subject always to the previous paragraph, the College will make all reasonable efforts to deliver your programme as described on the College's website. There may be occasions where due to unforeseen or unavoidable circumstances it becomes necessary to make significant changes to a programme or to withdraw it or part of it, e.g. a particular unit/elective. Such action could become necessary if, for example, the following were to occur:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements and sector regulation;
- as required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Home Office, Office for Students and/or any other funding or regulatory body;
- changes have to be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the particular discipline/subject area;
- to deal with unavoidable changes in our academic and support staff;
- to reflect material developments in academic teaching, research and /or professional standards or requirements to ensure our course/programme content is up to date and relevant;
- student feedback, or Programme Review clearly indicates that immediate changes be made to a course or unit;
- an unanticipated external event or issue with the buildings results in disruption to delivery;
- unexpected low recruitment to a programme/course or unit/elective means it is simply no longer viable or practical to run it;
- withdrawal of relevant accreditation.

If the College has to make such material changes to a programme, as described above, it will make students aware of these changes as early as possible and highlight if the College's Refund Policy applies. You can find this policy here.

# Online Programme Delivery



Where programmes, or parts of programmes, are made available to you through the Internet, you acknowledge that you have access to the relevant IT equipment, internet speed and capacity to participate in the delivery of the programmes. Additionally, given the nature of the internet, the College cannot guarantee that access to the Programme will be uninterrupted or error-free. You also acknowledge and accept that the College cannot guarantee that materials and other information downloadable or printable from the Programme can be downloaded or printed within any specified time period.

## Face-to-Face Delivery

In the event that face-to-face teaching needs to be modified, reduced, or cancelled, due to health and safety concerns and government or other regulatory guidance and/or requirements, the College reserves the right to prioritise the continuity of teaching using remote online methods, with the aim of both ensuring that student learning outcomes continue to be met and the facilitation of timely completion of degree programmes. If this takes place, the College shall not be liable to students for refunds or compensation where it has delivered its obligations to students in alternative ways in such circumstances.

#### Students with Disabilities

Condé Nast College of Fashion & Design - London welcomes applications from students with disabilities and learning differences and undertakes to make reasonable adjustments in order to accommodate them. To be able to do this it is helpful if students let us know about any disabilities or learning differences they have as early as possible during the application process or email us at admissions@condenastcollege.ac.uk. All discussions and information regarding a disability or learning difference are treated in a confidential manner and in accordance with the College's <a href="mailto:Privacy Policy">Privacy Policy</a>

## **International Students**

Condé Nast College of Fashion & Design - London is a UK Visas and Immigration (UKVI) approved sponsor of International Students. As such, the College is obliged to operate within the requirements of the relevant Immigration legislation and formal regulations for Sponsors. These include:



- ensuring that a record of passport and visa documentation is held for each international student;
- ensuring that contact details are maintained and up to date for every student;
- ensuring that students are meeting the attendance criteria for their Programme of study, and
- reporting any non-compliance to the UKVI within their mandatory timescales.

If you are an international student who requires formal student visa entry clearance from the UK authorities to enter or remain in the UK for the purpose of undertaking study, there are obligations you must meet as a student at this College, described in the following sections.

## When You Arrive at the College to Start Your Programme of Study:

- You will be invited to attend a face-to-face enrolment session which
  you must attend bringing with you your passport and your visa
  documentation for inspection. Only original documents will be
  accepted. The College is required to take and retain a copy of those
  documents for its records.
- You will not be able to fully enrol on your Programme of study until you have satisfied this requirement.
- If you do not have your full documentation you must still attend the face-to-face session and provide evidence of your progress with the visa process.
- Failure to produce the required documentation within 4 weeks after the Programme start date may lead to the cancellation of your place at the College and your non-compliance being reported to the UKVI.

## During Your Programme of Study:

- You must enrol at the start of the academic year and make suitable arrangements to pay any fees due, in accordance with the Tuition Fee payment schedule.
- You must inform the College of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time.
- Any change of your address, visa status or passport details must be reported promptly by you to the College by emailing admissions@condenasatcollege.ac.uk



- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Programme and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance and submission dates relevant to your Programme of study.
- Failure to comply with these requirements may lead to your suspension from the College and ultimately the cancellation of your place on a Programme at the College with your non-compliance being reported to the UKVI.

#### Insurance

Non-UK students are required to have adequate health, accident, disability, and hospitalisation insurance to cover themselves during their time at the College.

Students recognise and accept that no part of the course fee goes toward payment of such insurance and that the College has no obligation to provide such insurance.

## Age Requirements

Age requirements for our courses are based on Academic Age; this is an applicant's/student's age on the 31st of August preceding the start of each academic year. An academic year runs from 1st September -31st August annually. For the academic year, a student is considered to be their academic age for admissions purposes, regardless of when their birthday falls within that academic year.

For Online Courses, students must be aged at least 16 years old on 1st September at the start of the academic year in which they intend to join their chosen course. By submitting your application, you agree that you will be aged 16 or over on this date. If this proves to be incorrect, we may terminate our agreement with you, and you will not be entitled to a refund.

For the VOGUE Teen Weekend/Festival students must be aged at least 15 years old but no older than 17 on 1st September at the start of the academic year in which they intend to join. By submitting your application, you agree that you will be aged 15-17 on this date. All attendees must provide a formal, recognised form of photographic ID (Preferably a passport – please get in touch beforehand if you have any queries about which identification will be accepted) on arrival at the college on day one. If

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your date of birth cannot be verified, you will not be able to participate in the course until you can produce sufficient ID. If you prove to be younger than 15 or older than 17 on 1st September at the beginning of the academic year of entry, we may terminate our agreement with you, and you will not be entitled to a refund.

## Student Conduct

Students are expected to conduct themselves in a professional manner and to recognise that other students also require support and assistance.

If a student becomes persistently disruptive, we reserve the right to issue a verbal or written warning and, if this does not resolve the situation, the College's formal non-academic misconduct procedures will be invoked, which may result in the student being withdrawn from the course. In such circumstances, no refund of any course fees will be due.

By enrolling in any course offered by the College, students agree to comply fully with the disciplinary rules of the College. In addition to compliance with the disciplinary rules of the College, we require that students maintain a good attendance record, rigorous respect for the schedule of lessons, and a responsible attitude towards the College staff and facilities. Failure to adhere fully to these rules may result in disciplinary measures being taken against the offending student.

Students understand that should they have legal or medical problems while they are enrolled at the College, they will attend to the matter personally and with their own funds. They accept that the College will not provide any personal or financial assistance.

# Payment

Payment of tuition fees must be made via our approved payment provider Flywire.

On your first visit to the Flywire site, you will be asked to create an account which can be used to make all subsequent payments to the College. Depending on where you are making your payment, you will be presented with a variety of ways to pay, which will usually be expressed in terms of



your local currency. In most cases, this will include the option to make a domestic bank transfer or pay by credit/debit card.

#### Please note:

You must ensure that you complete the student information details in full, including your student ID, course name and email address in order for us to be able to identify your payment.

## Personal Data

Prospective students should familiarise themselves with Condé Nast College's Privacy Policy, which outlines how and why personal data is collected, stored, processed and shared. You can find this policy at <a href="https://www.condenastcollege.ac.uk/privacy-policy/">https://www.condenastcollege.ac.uk/privacy-policy/</a>.

# **Intellectual Property**

As a statement of general principle Condé Nast College - London recognises the student is the owner of any intellectual property rights they produce while a registered student of the College. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.

All materials provided by the College in relation to the Programme (and any intellectual property rights in the same) are and remain the property of the College or, in case of materials belonging to third parties, of the relevant third party. The College will obtain the necessary allowances and licences for materials used that are not the property of the College. Materials include all documentation or information provided by the College in relation to the Programme, including but not limited to information provided on the College's website, the College brochure, offer letters, course syllabi, and reading materials.

Any use of any such materials and documentation other than in respect of the Programme requires the prior written (including by email) approval of the College. Students must not use any such materials provided by the College for any other purposes than the ones set out in these terms and conditions. Use of the College's brand, name and/or logo for any reason other than in connection with the student's participation in the



Programme is not permitted without the prior written agreement of the College.

# Assumption of Risk

The views expressed and information provided by programme providers and staff of the College and all programme materials provided to you during your programme is intended solely for the purpose of providing you with the services in connection with the programme. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. The College does not accept any liability if you do rely on such views, information, or materials for purposes other than the programme.

You understand and agree that programme activities may involve known and unknown risks to the Student and Student's property and that the College cannot guarantee the safety of the Student or Student's property. Any activities that Student may undertake in connection with the Programme will be considered to have been undertaken with Student's approval and understanding of any and all risks involved, to the Student and the Student's property, which risks are willingly assumed by Student.

# Limitation of Liability

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Nothing in these terms and conditions will limit or exclude the liability of the College for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation. Otherwise, our liability to you with respect to the provision of a Programme; the cancellation, postponement, or amendment of a programme; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of Fees paid and payable by or onbehalf of you in respect of the Programme. Further, our liability to you extends only to loss or damage suffered by you that are a foreseeable result of our breach of these terms and conditions, and is limited to the extent that any such loss or damage is attributable to you or a third party that is not under our control. Our liability does not extend to any costs or expenses incurred by you or any person or organisation in connection with travel, accommodation, reservations or other arrangements. Wedonotacceptanyresponsibility or liability in respect of any damage to or

loss of any goods, vehicles, or property of any kind brought onto or left at the College's premises whether by you or anyother person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your ownrisk and without any obligation on us.

#### Miscellaneous

This contract is between you and the College. No other party has any rights under this contract or ability to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment but we continue to provide the Programme(s), we can still require you to make the payment at a later date.

We may terminate your contract with us if we consider that you are in breach of any of these terms and conditions, which includes you persistently failing to comply with the Student Code of Conduct and the College's policies or failing to comply with them in a serious way.

# Law & Jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English courts.

