

LEARNER TERMS AND CONDITIONS

Applicable to Cohorts starting from March 2026

1. Definitions & Scope

- 1.1. These Terms & Conditions (the “Terms”) set out your rights and obligations, and those of Francis James Ltd (“we”, “us”, or “our”) when you enrol on a programme with us. When you accept your offer and pay your fee, you agree to these Terms and any related policies and regulations that form part of your contract with us.
- 1.2. Key definitions:
 - “Learner” / “you” / “your”: The person enrolled (or seeking to enrol) on a programme delivered by us
 - “Programme”: The academic award, and its constituent courses
 - “Academic Year”: Normally 12 months (or as defined for your programme in the programme specification document)
 - “Level”: The stage of the degree programme, and its relevant constituent courses
 - “Offer”: Our offer to you to study on a Programme
 - “Fees”: Tuition fees, registration fees and any other required charges
 - “Policies & Regulations”: The principles, rules and requirements we set out that serve as a framework for studying with Francis James.
- 1.3. The offer of a place on a Programme is made subject to these Terms and Conditions, and to the Pre-Contract Information with which you are provided alongside your offer. Your acceptance of your offer is also your acceptance of these Terms and the Pre-Contract Information, and represents an agreement between you and Francis James Ltd. These documents, and any policies or procedures referred to in them, together with the offer letter and your acceptance of the offer, form a contract between you and us.
- 1.4. The contract formed relates only to the provision of tuition-related services by Francis James.

2. Applications and Offers

- 2.1. Our Admissions Policy sets out our entry requirements and the process for application to study with us. The Policy is available on the Francis James website.
- 2.2. You must provide true and complete information during the application process. False or misleading information may lead to withdrawal of an offer or cancellation of

enrolment. You must also provide verified copies of qualifications as required. If documents are missing or inaccurate, we may withhold or delay registration or revoke admission.

- 2.3. Successful applicants will receive an offer letter, and accompanying Pre-Contract Information. By accepting your offer, you are confirming you have read and understood all the information provided.
- 2.4. If you have received an Unconditional Offer, your acceptance of that offer creates a binding contract between you and us.
- 2.5. If you have received a Conditional Offer, we will set out any conditions that are required to be fulfilled before you can be accepted and enrol on the Programme. If you do not meet any conditions included in the offer letter, we are not obliged to accept you on the Programme. The contract will not be binding on us unless you satisfy the conditions of the Conditional Offer by the required date which will be set out in the offer letter. Once you have satisfied any conditions, we will confirm this in writing and accept you, and at that point, a binding contract is created between you and us.
- 2.6. We also may impose Conditions which must be completed post-registration. In these cases, your acceptance creates a binding contract when you choose to accept your place on the Programme. However, we may withdraw or terminate your studies with us if you do not meet any condition by the date set in the offer letter.
- 2.7. If, between accepting an offer and enrolling for your Programme, there is a change in your circumstances which means the information you gave in your application is no longer correct, you must notify us at the earliest opportunity. If the changed circumstances would have, when reviewing the application, influenced our decision as to whether to offer you a place (with conditions or not), we reserve the right to terminate the place offered.
- 2.8. If you accept the offer of a place on a Programme and then choose to defer entry to a later year, the terms and conditions of your contract with us will be those published for the period in which you commence your studies.
- 2.9. From time to time, we may need to make reasonable changes to Programmes for academic or operational reasons. Where changes are made ahead of registration, and we deem them substantial, we will notify you and offer options to continue with your registration or to withdraw.

3. Registration & Re-registration

- 3.1. To accept an offer to study with Francis James, you must complete registration by the deadline we set. Failure to enrol may result in withdrawal of your offer.
- 3.2. You will be asked to re-enrol at the start of each level of study within your programme, and may also be asked to re-enrol after any period of deferral. When you re-enrol you will be asked to accept the current Terms. Access to materials or progression may be restricted until registration is complete.

4. Right to cancel

- 4.1. If you accept your offer and then change your mind, you are entitled to cancel your acceptance, at no cost to you, within 14 calendar days, beginning on the day after Francis James has been notified of your acceptance. In the event that this period ends on a non-working day, it will be extended until the next working day. In order to cancel your place, please contact Francis James admissions team (admissions@francisjames.org) to confirm your intentions.
- 4.2. The cancellation period under UK consumer law will expire after 14 days from the day you accept the offer of a place with Francis James ("Cancellation Period"). After 14 days, you may still cancel your place, but we are not obliged to refund payments made by you.
- 4.3. If your Programme is due to begin within 14 days from the date you accept our offer, your acceptance will be seen as express agreement that our service to you (tuition) should begin within the Cancellation Period. If you subsequently decide to cancel your contract with us, you may be obliged to pay a proportion of your Fees.
- 4.4. We publish a separate document setting out our Fee Payment Conditions, and this is provided on our website.

5. Fees

- 5.1. By accepting your offer, you agree to pay all fees by the stated deadlines.
- 5.2. Payment installment plans must be agreed before registration. Late or non-payment may lead to sanctions such as restricted access to services, suspension or withdrawal.
- 5.3. The fees you are expected to pay are set out in our Fee Payment Conditions. The Pre-Contract Information provided to you with your offer details the services covered by your Fees. The Pre-Contract Information will also set out where there are any other mandatory costs for you.
- 5.4. Opportunities may arise during Programme delivery for you to undertake optional activities which are not a mandatory part of the Programme. There may be costs associated with these. Participation is at your discretion. Details of such activities/opportunities are provided directly by your Programme Lead. You are expected to provide your own IT equipment (for example, a laptop or computer through which you can access the online learning platform) and your own stationery.

6. Changes to Programmes

- 6.1. We will endeavour to deliver your programme with reasonable care and skill, and in accordance with published descriptions. We are entitled to make reasonable changes (including to the content or syllabus where developments in the subject area make that necessary or there are regulatory changes that require updates to be made) where that will enable a better quality of experience, or maintain an accurate curriculum. Such variations to courses, schedules or delivery methods will be notified to learners as soon as possible. Minor variations will not be deemed to be a sufficient reason for us to offer you the option to withdraw.
- 6.2. If we make any significant material changes to your Programme, you will be offered the opportunity to withdraw from the Programme and, if required, be offered reasonable support to transfer to another provider.

- 6.3. Our Continuation of Studies Policy, which can be found on our website, sets out further information on the actions we may take.
- 6.4. You may otherwise withdraw or suspend your studies in line with our Withdrawal, Deferral and Readmission Policy. Refunds or fee liabilities for withdrawal are subject to the Withdrawal, Deferral and Readmission Policy which is published on our website.

7. Regulations

- 7.1. By accepting your offer from us you agree to comply with the provisions of all the Regulations, Rules, Codes, Policies and Procedures that apply to enrolled learners undertaking our Programme (“the Regulations”). The Regulations can be found on our website.
- 7.2. Key provisions that you should be aware of include (but are not limited to):
 - 7.2.1. We set clear expectations with regards to academic integrity and academic progress. Our Learner Code of Conduct and Assessment Policy (amongst others), set out requirements for learners. Failure to meet these requirements may mean action is taken, which could include you not being permitted to progress within the level you are studying or to the next level of study, or having an award withheld or refused.
 - 7.2.2. We hold high standards with regards academic conduct, including setting clear expectations around plagiarism. If you undertake any actions that negatively impact on academic integrity, we may instigate disciplinary action, where penalties could include course failure or withdrawal. Our position is set out in our Academic Misconduct Policy which is available on our website.
 - 7.2.3. We expect our learners to conduct themselves appropriately. We require our learners to adhere to our Learner Code of Conduct, and reserve the right to take disciplinary action against any learner who acts against the intentions set out in the Learner Code of Conduct. Disciplinary action could include withdrawal from studies. We would not be liable to compensate learners for any loss that may occur as a result of being withdrawn from the Programme. We have in place appeals procedures for learners who are subject to disciplinary actions.
 - 7.2.4. We hold the view that there is a strong link between good attendance and engagement with learning experiences, and successful outcomes for learners. We set out our expectations around attendance in our Attendance Policy which is available on our website, and we will monitor attendance rates. Poor attendance will be addressed, and we will support learners to improve attendance. However, if a learner does not attend any of the scheduled sessions for a particular course within a Programme, we reserve the right to allocate an ‘attendance failure’. Learners with an attendance failure may still complete the assessment for that course, but grades will be capped and the maximum mark that can be awarded is 40%. If a learner receives three or more attendance failures across a level of study, this may result in the learner being required to withdraw from the course.
- 7.3. Our Regulations are subject to periodic review and may be updated from time to time to make sure they remain fit for purpose and compliant with relevant legislation and regulations. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where we reasonably consider this to be in the interests of learners or where this is required by

law or other exceptional circumstances. We will take all reasonable steps to minimise disruption where possible when changes have to be made, for example, by giving reasonable notice of changes to Regulations before they take effect or by phasing in the changes. Any updated Regulations will be made available on the Francis James website and may be publicised by other means so that learners are made aware of any changes.

8. Learner Obligations

8.1. We require you to comply with these Terms and our Regulations. You are required to:

- pay all Fees as agreed on time
- conduct yourself in an appropriate manner in accordance with the Learner Code of Conduct
- engage with Courses and submit all work required by published deadlines, or inform your contact at Francis James where a situation arises that prevents you from doing so in accordance with our regulations
- carry out adequate preparation for any activity which you are required to undertake in connection with your Programme
- provide Francis James with accurate information as required to enable contact and communications
- comply with any reasonable instructions issued to you from time to time by or on behalf of Francis James
- notify us promptly of any changes to the information which you submitted on application or registration; for example, if you change your correspondence address, email or contact number.

9. Intellectual Property, Materials & Licensing

9.1. Learning materials and resources are for learner use only. Redistribution or commercial use by you is prohibited.

9.2. We may use anonymised work for quality assurance or promotional purposes.

10. Disclaimers

10.1. We will do all we reasonably can to provide the educational services we describe on our website, in our prospectus and in other documents we issue to learners. There may be occasions where circumstances beyond our control mean we cannot provide such education services. Examples of such circumstances include (but are not limited to):

- Industrial action by Francis James staff
- Unanticipated, and unmanaged, departure of key members of Francis James staff
- Acts of terrorism
- Damage/cyber-damage to Francis James property
- The acts of any government
- Where numbers recruited onto a Programme or constituent Course are seen as being so low that it is not possible to deliver an appropriate quality of education to those who have enrolled on that Programme or Course.

10.2. In such circumstances, we will take all reasonable steps to minimise disruption to our services and to those learners who are affected by. We may do this by, for example, offering the opportunity, where reasonably possible, to move to another Course, to another institution, or by delivering a modified version of the same Programme or Course within it. We exclude liability, to the full extent that is possible under the

general law, for any loss and/or damage suffered by any applicant or learner as a result of such circumstances. Our Continuation of Studies Policy, which can be found on our website, sets out further information on the actions we may take.

- 10.3. We do not seek to exclude or limit in any way our liability for death or personal injury that is caused by our negligence or the negligence of our employees, or for fraud or fraudulent misrepresentation.
- 10.4. We do not accept responsibility, and expressly exclude liability to the fullest extent possible under general law, for loss or damage to learners' equipment caused by computer viruses, malware or cyber crime. Our policy on the Safe and Responsible Use of IT is available on our website.

11. Termination of these Terms

- 11.1. If you choose to formally withdraw from your Programme before completion, this means you choose to terminate your studies and your contract with us. You must notify us clearly and promptly, and cease access to online materials and facilities. You must also pay any outstanding sums owed to us.
- 11.2. Your obligations under these Terms and Conditions will continue, in particular in relation to the proportion of the Tuition Fee payable, until you have completed the above-mentioned actions.
- 11.3. The termination of your studies, whether that is by you or by us shall not exempt or release you from your obligation to pay any fees due to us, or from complying with any other obligation under these Terms which may have been required of you prior to termination of your studies.
- 11.4. If we terminate your studies, we will communicate the decision clearly to you, following the appropriate Regulations. In terminating your studies, we are entitled to refuse to enrol you on any further Courses within the Programme and to require you to stop studying on your current Course immediately. We will not be liable for any loss or damage, of whatever nature, that you may suffer as a result of any action taken by us in terminating your studies.

12. Data Protection & Confidentiality

- 12.1. We process personal data in line with the UK GDPR and our Privacy Notice, and we are a Data Controller under the Data Protection Act 1998. We shall hold, use and process personal data or information about you, the purposes for which are set out in our Data Protection Notice, which is available on our website.
- 12.2. You must not disclose confidential information about staff or peers to us without authorisation.

13. Complaints, Appeals & Disputes

- 13.1. You may use our complaints and appeals procedures to resolve issues. These are set out on our website.
- 13.2. If unresolved internally, you may refer eligible cases to the Office of the Independent Adjudicator (OIA). These Terms do not affect statutory consumer rights.

14. Governing Law & Miscellaneous

- 14.1. These Terms are governed by the laws of England. The parties agree to submit to the jurisdiction of the courts of England.
- 14.2.
- 14.3. If any provision of the Contract is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.
- 14.4. If you breach these Terms and we choose not to exercise any right which we may have against you as a consequence of that breach, we shall not be prevented from taking action against you in the future in respect of any other breaches by you.
- 14.5. You cannot transfer your contract without written consent.
- 14.6. The terms of the contract shall not be enforceable by any party who is not a party to it.

Francis James Ltd, Company No. 15751035, registered in England & Wales.

Registered office: 22 Wycombe End, Beaconsfield, Buckinghamshire, HP9 1NB