

LCCM AU UK Ltd: Terms & Conditions of Enrolment

Appendix: If you require a "Tier 4" visa

The agreement between you and us includes additional requirements of students who will require a Tier 4 visa to study in the UK via sponsorship from LCCM. Collectively, these are detailed in the main Terms & Conditions (where terminology is defined), along with our Admissions, Student Attendance and Student Fees, Payments and Refunds policies, and in the paragraphs below.

A1. Issue of a Confirmation of Acceptance to Study ("CAS")

We will normally issue a CAS to you within five LCCM working days once all of the following are in place:

- you have confirmed in writing that you will be taking up our offer of a place and signed the CAS declaration form
- you have met all our offer conditions
- we have received from you verified original copies of all documentation we have requested
- you have paid in full, via cleared funds, the tuition fees for your first academic year at LCCM

Should the above not be forthcoming our offer of a place will be withdrawn, unless we in our absolute discretion agree to grant you an extension of time. We will notify you in writing of our decision to withdraw the offer or grant an extension.

The UKVI grants student visa applications at its sole discretion and we do not accept any responsibility for the success or failure of your student visa application unless such failure is as a direct result of any error by us.

A2. Visa Application

You agree to keep us updated on the progress of your visa application and, if applying from within the UK, email us a scanned receipt of posting as confirmation that you have made your visa application;

Immediately upon notification from the UKVI, you agree to let us know the outcome of your visa application, irrespective of whether the application is granted or refused;

You must send us copies of all documents you receive from the UKVI, including (without limitation) the biometric ID card, immediately upon receipt. Failure to do so may result in us, withdrawing our offer, excluding you from LCCM and terminating the agreement between us;

If your visa application is refused, you must provide us with a copy of your refusal of entry clearance/leave to remain notification immediately upon receipt;

If, following a visa application refusal, you still wish to study on a Full Time Course, you must reapply for a CAS by notifying us within [PLEASE CONFIRM TIME PERIOD] days of the refusal and provide us with documentation to demonstrate that you have addressed the reason for the refusal. We will decide whether it is appropriate to issue you with a new CAS. Our decision will be based on the reason for the visa refusal, our assessment of the risk of another refusal and any other reason that we, in our absolute discretion, deem appropriate. If a second visa application is refused, we will not assign any further CAS to you; and

LCCM

If, following a visa application refusal, you do not wish to reapply for a student visa, or you fail to notify us that you wish to reapply within the time limit specified, the agreement between us will terminate automatically.

A3. Absence

If your attendance for your timetabled engagements falls below the level required in the Student Attendance Policy, we may decide not to grant you a certificate of attendance. In addition, we may terminate the agreement between us, exclude you from LCCM, withdraw your sponsorship and notify the UKVI.

A4. Visa Compliance

i. You confirm that you enter into this agreement for the purposes of undertaking and completing your LCCM Programme and not for any other purpose, including without limitation to seek employment or healthcare during the period of the Programme. You must adhere to all rules, regulations and requirements as stipulated by the UKVI and by us regarding student visas. The UKVI rules, regulations and requirements are available to read at www.gov.uk/tier-4-general-visa.

ii. In the event of termination of our agreement for any reason, you will not proceed with any visa application on the basis of your application to us. We will withdraw any CAS if not used. If you have already used your CAS to make a visa application, you will need to contact the UKVI to withdraw your visa application, failing which your visa application will be refused. If your visa has already been approved by the UKVI, your visa will be curtailed accordingly.

iii. You must complete your Programme within the timeframe specified in your CAS, failing which we may exclude you from LCCM and terminate our agreement immediately on written notice. If you are unable to complete the Programme due to illness or for any other exceptional reason, we will try to accommodate you on a subsequent Programme. In the event of such deferral, we may need to withdraw our sponsorship (to comply with our UKVI requirements), and require you to reapply for your Programme from your home country.

iv. When you enrol you must provide us with the following information:

- your current original passport containing your UK immigration status document and original biometric residence permit (if applicable), to enable us to take a photocopy/electronic copy of the relevant page;
- originals of any documents relied on in support of your application;
- your up-to-date contact details, including your UK residential address, telephone number (landline and mobile), email address and contact details of your next of kin.

and subsequent to enrolment:

- prior notification of your intended absence from your Course for any period together with the reason for such absence and any supporting evidence in accordance with our attendance and punctuality requirements set out in the Student Attendance Policy;
- prior notification of your intended withdrawal from the Programme, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country, to be provided as soon as it becomes available; and
- any other information or details of any change in your circumstances which could affect your immigration and visa status.

v. We are required to provide certain information about you to the UKVI if you do not comply with UKVI requirements, for example (without limitation) where:

- you fail to complete Enrolment or report to us at Induction;
- you miss 10 consecutive expected contact points;
- you successfully complete your Course in a shorter period than originally planned;
- you withdraw from or we exclude you from LCCM for any reason; or
- for any other reason at the UKVI's reasonable request.

vi. We are entitled to withdraw visa support from you, and we may terminate our agreement immediately on written notice at any time for any of the following:

- non-payment of all or part of your tuition fees;
- your failure to meet the ongoing attendance

requirements as set out in the Student Attendance Policy;

- your failure to attend induction or commence your studies on time; or
- any other failure (past or present) by you to meet visa regulations and/ or UKVI requirements and/or your failure to demonstrate (in our reasonable opinion) satisfactory academic progression.

(We will, where we consider it appropriate, give you reasonable warning).

vii. We reserve the right to inform the appropriate authorities (including, without limitation, the UKVI) where:

- you have been removed from studying with us for any of the reasons described in this Appendix;
- you are failing to meet ongoing attendance requirements as set out in the Student Attendance Policy;
- you are (in our reasonable opinion) failing to make satisfactory academic progress; or
- you have committed any breach of these T&Cs and of the wider agreement between us.

viii. Before you complete your Programme, you must:

- inform us in writing as to whether you are leaving the UK (either to return to your home country or otherwise) or remaining in the UK and, if remaining, on what basis (for example, without limitation) as a student undertaking a further programme of study); and
- provide us with supporting documentation as evidence of your plans (for example, without limitation, a copy of your return air flight ticket or an enrolment offer).

A6. After the Cooling-off Period

PROGRAMME TRANSFERS

If you transfer Programme at LCCM, we will notify this to the UKVI. If your visa does not cover the period required to complete the new Programme, you will need to apply for a new visa. Due to UKVI policies, you will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain. We will issue and assign to you a further CAS to enable you to make your "entry clearance" application. If your new Programme is shorter than that for which you

were originally issued a visa, your new Programme end date will be notified to the UKVI immediately and your leave will be curtailed accordingly.

COURSE DEFERRALS

For International Students, a deferral will result in us withdrawing sponsorship and your leave being curtailed. When you are ready to recommence your studies, you will need to reapply for a CAS. If you comply with these Terms and the UKVI regulations and any further requirements we may stipulate (including, without limitation, payment), we may issue you a further CAS. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch into another visa category or change sponsor.

NEW VISA APPLICATIONS / ISSUE OF CAS

If (a) your visa is due to expire before you complete your Programme and you need to apply for a new visa for further leave to remain to complete your studies; or (b) you require a further CAS to study on your Programme, we will issue and assign to you a CAS to enable you to do so, provided that:

- a) in our reasonable opinion, you are making satisfactory progress in your studies;
- b) you have complied with all rules, regulations, and requirements as stipulated by the UKVI and by us regarding student visas;
- c) you do not owe us any tuition fees;
- d) we have no grounds to believe that your visa application could be refused; and
- e) if requested by the UKVI, you attend a visa appointment.

Please note that in accordance with current UKVI regulations you will not be able to extend your visa within the UK. You will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain.

If your application for a new entry clearance visa for further leave to remain is refused, we will:

- (a) not issue a further CAS;
- (b) exclude you from LCCM; and
- (c) this agreement will terminate automatically.