



The Inns of
Court College
of Advocacy

General Terms and Conditions for students commencing the ICCA Bar Course programme in 2020/2021

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The Inns of Court College of Advocacy (“**ICCA**”) is the educational arm of the Council of the Inns of Court (“**COIC**”) (with Company number 8804708 and Registered Charity No. 1155640). All references to the ICCA in these terms and conditions are to be construed as a reference to the Council of the Inns of Court trading as the Inns of Court College of Advocacy.

These terms and conditions apply to the bar course offered by the ICCA and contain important information concerning your agreement with the ICCA. You should take time to read them before accepting a place on the bar course offered by the ICCA.

Please contact Registry Services at students@icca.ac.uk for clarification if there is anything in these terms that you do not understand.

We explain below the basis upon which the ICCA will provide the bar course programme, and the obligations which you have both as an applicant and as a student. By accepting an offer to study at the ICCA you are entering into a legally binding contract with the ICCA and these terms and conditions will create obligations that are legally binding both on you and on the ICCA). If you accept an offer to study at the ICCA, you accept and agree to be bound by these terms and conditions, which include the policies and regulations referred to herein.

1 Definitions

In these terms:

“the ICCA”, “we”, “us” and “our” refers to the Inns of Court College of Advocacy (ICCA) (which is the educational arm of the Council of the Inns of Court, 9 Gray’s Inn Square, London WC1R 5JD).

“Inns” means the London Inns of Court, being Gray’s Inn, Lincoln’s Inn, Inner Temple and Middle Temple.

“You” and “your” refers to you the student or applicant.

“Programme” means the bar course offered by the ICCA.

2 Legal framework

2.1 The ICCA is an Authorised Education and Training Organisation regulated by the Bar Standards Board. The ICCA is also regulated by the Office for Students which was established by the Higher Education and Research Act 2017.

2.2 The ICCA operates within a framework of laws which can apply to it in certain circumstances, for example:

2.2.1 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers’ interests, which can include the interests of students and applicants.

2.2.2 The General Data Protection Regulation (GDPR) and any accompanying or subsequent UK data protection legislation that is in force, which set out the lawful bases and principles according to which individuals’ personal data may be processed.

2.2.3 The Education (No 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for our members, students and employees and for visiting speakers.

2.2.4 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.

2.2.5 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.

2.2.6 The right for students to appeal or complain to the Office of the Independent Adjudicator for Higher Education if they are unhappy about a decision made by us. Please see the following link for further details: <https://www.oiahe.org.uk/>

2.3 These legal duties can change if the law changes. These terms and conditions are subject to those laws and any changes to these or other laws that the Government brings into effect.

3 Accuracy of information you provide to us

- 3.1 It is also important that you provide accurate information in your application to study at the ICCA. If it is later found that your application contains false or misleading information or material omissions, then we may withdraw any offer to study at the ICCA (and see also paragraph 5.4.7 as to other action that may be taken). If you disagree with any decision made by the ICCA about this, you may ask the Dean of the ICCA (or her/his nominee) to review such a decision within fourteen days of the date it was notified to you. You will need to provide the Dean of the ICCA (or her/his nominee) with any evidence in support explaining why you think the decision was wrong.

4 Applicants and students with disabilities

- 4.1 The ICCA is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Students and applicants with disabilities are encouraged to notify the ICCA at the earliest opportunity so that any appropriate support arrangements can be provided. All offers are conditional upon the ICCA being able to implement the specific adjustments reasonably needed for you to complete your Programme. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by us.

5 Your agreement to comply with ICCA regulations, policies and procedures

- 5.1 By agreeing to these terms and conditions, you are also agreeing to comply with the ICCA student regulations, policies and procedures. These contain some important provisions, including those outlined below. Section 6 below explains how the ICCA may update its regulations, policies and procedures during your studies.
- 5.2 There are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of the ICCA's academic community. A summary of how these principles apply [is available here](#).
- 5.3 ICCA Academic Regulations [can be found here](#).
- 5.4 These regulations set out:
- 5.4.1 The awards made at the end of the Programme.
 - 5.4.2 The requirements for the Programme, including the circumstances and conditions under which the ICCA may allow a period of study to be interrupted where a student is ill or has another adequate reason.
 - 5.4.3 The authority to confer awards and to revoke such awards.
 - 5.4.4 The general entrance requirements, which specify conditions for admission to the ICCA. As well as academic requirements, these include matters such as:

- i) the requirement for students to have passed the Bar Course Aptitude Test before enrolment on the first stage (Part One) of the Programme;
- ii) the requirement for students to have joined an Inn of Court before enrolment on the second stage (Part Two) of the Programme;
- iii) the requirement to ensure that an appropriate visa is in place and that you have complied with the requirements of the UK immigration authorities.

5.4.5 Arrangements for certification of academic standing or recognition of previous study.

5.4.6 The power to terminate a student's registration, or possible disciplinary action if as an applicant they provided untrue or inaccurate information on admission.

5.4.7 The power to terminate a student's registration, for example:

- i) for lack of academic progress; or
- ii) for failure to meet the requirements of the Programme, including failure at examinations; or
- iii) for inappropriate behaviour in an "external environment" (for example at an event of the Inns); or
- iv) as a misconduct penalty (see paragraph 5.4.14 below)

The above list is not exhaustive but is intended to indicate the most likely circumstances which may lead to termination of your registration.

5.4.8 The credit levels and minimum/maximum periods of study, assessment, examination and the requirements for academic progress and procedures for granting authorised absence from examinations. A failure to observe these regulations may result in disciplinary action under the misconduct regulations (see paragraph 5.4.13 below). The misconduct regulations are set out at sections 43 to 52 of the Academic Regulations.

5.4.9 The requirements for registration and awards.

5.4.10 The limited grounds on which decisions of examinations boards or examiners may be challenged.

5.4.11 Attendance and absence reporting.

5.4.12 Requirements for paying course fees, dates for payment of fees and what happens if fees are not paid, which may for example result in a student not graduating, not being allowed to re-enrol, being suspended or having their registration terminated.

5.4.13 Powers to suspend or interrupt students, or for students to have their registration terminated, for example for a breach of ICCA misconduct regulations.

5.4.14 Provisions for investigating allegations of misconduct by students, and which may for example result in a student being expelled or awarded a zero mark.

5.4.15 Requirements on students to provide written notification of any criminal convictions during their time as a student.

- 5.4.16 Regulations which permit a student's registration to be suspended or terminated where the grounds specified in the regulations are met.
- 5.4.17 The Student Complaints Procedure, which explains the procedures which students should use if they have a complaint, including applicable time limits for lodging complaints. The Student Complaints Procedure is set out at section 55 of the Academic Regulations.
- 5.4.18 Regulations relating to the ICCA Examinations Board and the King's College London's Academic Board, which has responsibility for awarding the Post Graduate Diploma in Bar Practice.
- 5.4.19 Regulations which apply to anyone using ICCA IT services or facilities. Breach of these regulations may be a disciplinary matter under the ICCA's misconduct regulations.
- 5.5 ICCA policies include its IT Acceptable Usage Policy for Students, breaches of which may be a disciplinary matter under the misconduct regulations (see paragraph 5.4.13).

6 Updates and changes to ICCA regulations, policies and procedures

- 6.1 During your agreement with the ICCA, we may update and replace our regulations, policies and procedures from time to time in order to ensure that the ICCA operates efficiently for students and meets relevant legal and regulatory obligations. Changes to ICCA regulations, policies and procedures will be appropriately notified to students. Such changes will not affect the content of the Programme (see Section 10 for provisions concerning changes to the Programme) but might consist of matters such as updates to ICCA disciplinary regulations or changes to procedures owing to changes to the regulatory requirements applicable to us.
- 6.2 Any changes will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where the ICCA reasonably considers this to be in the interests of students or where this is required by law, by a regulatory body, or other exceptional circumstances. The ICCA will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 6.3 Before making substantial changes in respect of current students, the ICCA will seek students' views (for example by consulting with student representatives) and will give students not less than 2 months' notice of such proposed substantial changes. In the case of such substantial changes, except where the change is clearly to students' benefit, students will have the opportunity of ending their contract with the ICCA before the change comes into effect. You may do this by contacting Registry Services (students@icca.ac.uk) in which case your studies with the ICCA will terminate. You will remain liable for any fees incurred up to the date you notify us of your decision.
- 6.4 The updated regulations, policies and procedures will be made available on the ICCA website and may be publicised by other means so that students are made aware of any changes.

7 Enrolment

- 7.1 It is a requirement whenever you enrol on the Programme that you comply with the ICCA enrolment procedures, which are explained on our [website](#). These include a requirement to supply specified identity documents.

8 Course fees

- 8.1 Non-payment or late payment of course fees.
- 8.1.1 If your course fees are not paid when they are due, this can result in you being suspended, not being allowed to enrol, not being allowed to graduate, or having your registration terminated. The full provisions explaining this are set out in the ICCA Academic Regulations [available here](#).
- 8.1.2 Please also note that these regulations also provide that interest may be charged on unpaid fees and that debt collection fees may be recovered from you.

8.2 Amount of course fees

- 8.2.1 The amount and payment date(s) for your course fees for Part One of the Programme are set out in your offer letter and details of all fees for the complete Programme are set out in more detail on the [Course Fees page on our website](#).
- 8.2.2 Once you enrol on Part One of the Programme, the fee information set out in your offer letter becomes binding and is incorporated into and forms part of these terms and conditions.
- 8.2.3 If you become entitled to progress onto Part Two of the Programme, details of the amount and payment date(s) of your course fees for Part Two of the Programme will be confirmed to you in an offer of re-enrolment letter.
- 8.2.4 Once you re-enrol for Part Two of the Programme the fee information set out in your offer of re-enrolment letter becomes binding and is incorporated into and forms part of these terms and conditions
- 8.2.5 It is your obligation to ensure payment of your course fees by the start of each part of the Programme.

9 Other costs

- 9.1 In addition to the ICCA course fees you are responsible for:
- i) the cost of the Bar Course Aptitude Test (BCAT);
 - ii) costs associated with joining an Inn as a student member;
 - iii) Inns' qualifying sessions and activities specifically organised by the Inns;
 - iii) your own living expenses, travel and accommodation costs.

10 Changes to or closure of the Programme

- 10.1 The ICCA will only make changes to the Programme or close the Programme, after the acceptance of an offer, in the limited circumstances set out below. Examples of “changes” include changes to the content or structure of the bar course, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are:
- i) where changes are in students’ overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where redevelopment or restructuring of the teaching facilities used by the ICCA means that teaching locations change to a different site;
 - ii) where a teaching location becomes unavailable for reasons outside the ICCA’s control, for example because of flooding;
 - iii) where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how the ICCA is required to operate because of changes to the Bar Standard’s Board’s regulatory requirements.
- 10.2 Where changes or Programme closures are proposed or have to be made for the reasons outlined at paragraph 10.1 above, the ICCA will take all reasonable steps to minimise disruption to students.
- 10.3 In the case of minor changes we will endeavour to keep such changes to a minimum and to keep you informed appropriately.
- 10.4 In the case of substantial changes (for example, closing the Programme during a student’s studies), this will include consulting with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.
- 10.5 It would be exceptional for the Programme at the ICCA to be closed. If it is ever necessary to close the Programme to new entrants, the ICCA’s preferred approach would be to continue to teach the current students on the Programme until they have completed their studies. If this is not possible, as part of the approach at paragraph 10.2 above, the ICCA will explore other options with the affected students, for example by considering whether current students can complete the bar course at another Authorised Education and Training Organisation (“AETO”) regulated by the Bar Standards Board.
- 10.6 In the case of substantial changes where, in our reasonable academic and professional judgement, we are able to deliver an appropriately modified version of the Programme but you do not wish to take up such modified Programme, you will be given the option to end your contract by giving Student Registry Services at least two weeks’ notice by email to students@icca.ac.uk or in writing if you are adversely affected by the change. You will remain liable for any fees incurred up to the date when your notice to us expires. You should consider your options carefully before terminating your contract in such circumstances. You may for example want to contact other AETOs about whether you

might be able to complete your studies with them. You may also want to consider other matters such as accommodation and travel costs.

- 10.7 In the case of substantial changes where we are not able to deliver the Programme at all, you will be given the option to end your contract by giving Student Registry Services at least two weeks' notice by email to students@icca.ac.uk or in writing. The effect of ending your contract is that you will not incur any further fees for the Programme and will be refunded any fees already paid to us. Your studies with the ICCA will terminate. We may also reimburse you any reasonable maintenance and accommodation costs, wheresoever these have been wasted costs as a result of the inability to deliver the Programme and/or offer an appropriately modified version of the Programme.
- 10.8 In the case of applicants who have accepted an offer but not commenced their studies, when a decision is taken to close the Programme and not admit new students, the ICCA will again explore other options for those applicants, including whether places can be offered on Programmes with alternative AETOs.
- 10.9 The ICCA may, in exceptional circumstances, also decide to close the Programme before an applicant has accepted an offer from the ICCA, in which case it will withdraw the offer promptly.

11 Safeguarding

- 11.1 The ICCA is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("SVGA") and Care Act 2014. These duties may apply (for example) in the case of:
- i) students who are aged under 18; or
 - ii) students who are "adults at risk"
- 11.2 The ICCA expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer.
- 11.3 The SVGA may require the ICCA to:
- i) check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and
 - ii) supply certain information about individuals to the Disclosure and Barring Service, for example, where the ICCA considers someone to pose a risk of harm to children or vulnerable adults.

12 Criminal offences whilst you are enrolled at the ICCA

- 12.1 Students must disclose any criminal cautions or convictions (other than those that are protected) or pending Criminal Proceedings at enrolment. Students must also disclose to the ICCA if they are convicted of relevant criminal offences at any time whilst they

remain a student at the ICCA. Further details of the ICCA's policy on such disclosure is set out in the [ICCA Academic Regulations](#) and [ICCA Student Conduct Policy](#).

13 Visas

- 13.1 If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your Programme. You must comply with any conditions that apply to your visa. If you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permissions then the ICCA may refuse to admit, enrol, or re-enrol you, or may suspend or terminate your studies. If you believe such a decision is incorrect, you may invoke the Student Complaints Procedure which is set out in the [ICCA Academic Regulations](#).

14 Cancellation rights and withdrawal

- 14.1 You have the right to cancel your acceptance of a place at the ICCA for any reason (including if you change your mind) during a fourteen day cancellation period (the "**Cancellation Period**"), which will start on the date on which you receive confirmation from the ICCA that you have been enrolled on the Programme.
- 14.2 To cancel your place on the Programme, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. We ask that you do this by sending an email through students@icca.ac.uk. Alternatively, you may contact ICCA Registry Services by letter at the following address: 9 Gray's Inn Square, London WC1R 5JD.
- 14.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your decision to exercise your right to cancel before the Cancellation Period has expired.
- 14.4 If you choose to cancel within the fourteen day Cancellation Period, we will reimburse any fee payment received from you as soon as we can, and no later than fourteen days after the day on which you informed us of your decision to cancel your enrolment on the Programme. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 14.5 If you withdraw from the Programme after the Cancellation Period has expired, we will not refund payments received from you.

15 Limitation of our liability to you

- 15.1 Nothing in these terms and conditions will limit or exclude the ICCA's liability:
- i) for death or personal injury arising from our own negligence; or
 - ii) for fraud or fraudulent misrepresentation; or

- iii) in respect of your rights to require repeat performance, or to a price reduction under the Consumer Rights Act 2015; or
 - iv) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 15.2 The ICCA shall not be liable and expressly excludes liability for:
- i) damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
 - ii) loss attributable to a breach of any procedural requirement detailed in these terms and conditions, or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met; and
 - iii) indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 15.3 Otherwise, our liability to you with respect to the provision of your Programme, the cancellation, postponement, or amendment of the Programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of fees and any additional costs paid by you in respect of the Programme.
- 15.4 This means the limitation on our liability may apply if you make a claim for matters such as alleging that we:
- i) have not exercised reasonable care and skill (or have been negligent), for example in making admission decisions, or in delivering or assessing the Programme; or
 - ii) have otherwise breached these terms and conditions; or
 - iii) have not delivered something that we promised we would deliver; or
 - iv) have made other kinds of misrepresentations about the ICCA or the Programme.
- The above list is not exhaustive but is intended to indicate the most likely areas where the limitation of our liability may apply.
- 15.5 The limitation of our liability applies to the cumulative total of all claims that you make, whether or not they arise from the same or related facts. Therefore, if you successfully make a claim for 75% of the fees you have paid, and you later bring another claim in respect of different matters, the limitation of our liability for the second claim would be 25% of the fees you have paid.
- 15.6 For the purposes of paragraphs 15.1-15.5 "ICCA" also includes ICCA and COIC officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents.

16 Liability for acts outside our control

- 16.1 The ICCA will do all that it reasonably can to provide educational services as described on our website and in the prospectus or other documents issued by the ICCA to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, however, some events outside our control may mean that we are not able to provide such educational services.
- 16.2 We shall not be liable to you for any failure in the delivery of the Programme arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of the ICCA to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. Under normal circumstances, we would expect such events to be short term, and we will take steps to minimise any disruption to your Programme.
- 16.3 In the event that such an event results in the complete inability to deliver the Programme for an unbroken period of four weeks or more then you will be entitled to terminate the Programme with immediate effect by contacting Student Registry Services by email at students@icca.ac.uk or in writing. You should consider your options carefully before terminating your contract, and you may wish to contact the Programme Leader to discuss this.
- 16.4 If you decide to terminate your Programme in such circumstances, you will remain liable for fees incurred up until the date when you inform us of your decision, but you will have no liability for fees after that time, and you will be refunded any excess payment you have made. The fees you have incurred for an academic year which has not ended will be calculated on the basis described under 14.4.

17 Personal data, students' rights and obligations

- 17.1 The [ICCA's Student Data Collection Notice](#) explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that. The notice also explains certain rights that you have in respect of your personal data.
- 17.2 The [ICCA's Data Protection Policy](#) is available here.

18 Governing law and jurisdiction

- 18.1 These terms and conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

19 General

- 19.1 On your first enrolment, you will be allocated an ICCA email account. All email communications from the ICCA will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your ICCA email account regularly. Any communication sent to you, by us, to your ICCA email account will be regarded as properly sent and received by you.
- 19.2 If any provision of the contract between you and us 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.
- 19.3 Other than as set out in paragraph 15.6, neither party intends that any of these terms and conditions will be enforceable by any third party.