

TERMS AND CONDITIONS FOR ENTRY TO DEGREE PROGRAMMES FOR ACADEMIC YEAR 2024/25

1.0 GENERAL

1.1 When you accept an offer of a place to study at AAP Education Limited, trading as Escape Studios ("Escape"), you enter into a legal contract with AAP Education Limited. These Terms and Conditions together with the Offer Letter from Escape offering you a place on a degree programme ("the Programme") contain the terms of that Contract. You should read these Terms and Conditions carefully, along with Escape's regulations, policies and procedures ("Escape Policies"), so that you understand what they mean for you.

1.2 AAP Education Limited is a company registered in England and Wales (under company number 07967446) with its registered office address at 6 Mitre Passage, London SE10 0ER.

1.3 Definitions:

"Contract" means the agreement between you and us in relation to your studying a Programme at Escape. The contract is formed of these Terms and Conditions, your Offer Letter, and the Escape Policies

"Commencement Date" means the start date of your Programme as stated in your Offer Letter

"Conditions of Offer" means the conditions attached to the offer of a place on the Programme as set out in the Offer Letter which must be met prior to Enrolment, for example the provision of qualification certificates, proof of identification, eligibility to study in the United Kingdom, payment of fees, criminal records (as necessary)

"Enrolment" takes place following the provision of qualification certificates, proof of identification, eligibility to study in the United Kingdom, payment of fees, evidence you have met the Conditions of Offer and prior to your commencement of the Programme

"Escape" means AAP Education Limited, trading as Escape Studios

"Escape Charges" means any fees and charges in addition to Tuition fees which are attached to the Programme, for example, examination resit fees

"Escape Policies" means Escape's regulations, codes of practice and policies and those of the university which validates your Programme, as amended from time to time

"Offer" means an offer of a place on a Programme

"Offer Letter" means the letter setting out the details of your offer of a place on

a Programme and forms part of your Contract with Escape

“Online Learning Environment” or “OLE” means the online learning environment where you will access your Programme materials

“Payment Date” means the date on which your Tuition fees and Escape Charges are due

“Programme” means your prospective or registered programme of study with Escape

“Programme Specification” means the validated specification for each Programme

“Tuition Fees” means the fees payable to Escape for the Programme for each year of study. This includes fees for repeated tuition.

- 1.4** In addition to these Terms and Conditions, the Escape Policies apply to your Enrolment at Escape and on your Programme. Together with these Terms and Conditions and your Offer Letter, these form part of your Contract with Escape.

1.4.1	Escape regulations, policies and procedures	Escape Policies
1.4.2	Student Concerns and Complaints Procedure	Student Concerns and Complaints Procedure
1.4.3	Student Disciplinary Code	Student Disciplinary Code
1.4.4	Data Protection Notice	Data Protection Notice
1.4.5	Programme Specifications	Programme Specifications

2.0 ACCEPTANCE OF YOUR OFFER

- 2.1** An Offer made by Escape is for a place on the Programme stated in your Offer Letter commencing on the Commencement Date stated in your Offer Letter.
- 2.2** It is your responsibility to ensure that the information provided to us in support of your application for a place on a Programme is true, accurate and complete. Escape may withdraw or amend its Offer to you or terminate your registration at Escape if it is discovered that you have made false statements or omitted significant information in your application to Escape.
- 2.3** By accepting an Offer you are agreeing to these Terms and Conditions and the Escape Policies.
- 2.4** Your place on the Programme is dependent on you accepting the Offer, meeting all the Conditions of Offer as stated in the Offer Letter and on your registering as a student of Escape. If you have not met the Conditions of Offer, Escape reserves the right to make you an amended Offer for a place on the Programme.
- 2.5** If you accept the Offer, you have a period of 14 working days from the date of accepting the Offer in which you may change your mind and cancel your place without having to give a reason. Should you decide to cancel your place during this period you must inform Escape in writing by emailing admissions@escapestudios.ac.uk. If you have paid any deposit or tuition fees at the date of cancellation, these will be

refunded to you in full.

2.6 Term dates are available on the Escape Studios website.

2.7 You will be required to enrol onto your Programme annually for the duration of your Programme.

3.0 ENROLMENT AT ESCAPE

3.1 You must be registered as a student of Escape before you can commence your Programme. Enrolment occurs on or shortly before the Commencement Date. You will be notified of the exact date of Enrolment about one month in advance. You will be registered on your Programme provided that you have accepted the Offer made to you and have demonstrated, by providing evidence, that you have met all the Conditions of Offer.

3.2 It is a condition of your continued registration as a student of Escape that you abide by Escape Policies. Further details of the current Escape Policies can be found on Escape's website (linked from 1.4.1 above) and are available from studentservices@escapestudios.ac.uk.

4.0 CHANGES TO YOUR PROGRAMME BEFORE COMMENCEMENT

4.1 The Programme Specification for each Programme is published on Escape's website (linked from 1.4.5 above) and is available on request from studentservices@escapestudios.ac.uk. Escape will use reasonable efforts to keep changes to the Programme Specification to a minimum and to notify you as soon as possible.

4.2 However, changes to programmes, modules, entry requirements and services offered by Escape may be reasonably required, for example, to meet requirements of an accrediting body, to maintain currency, or to respond to factors beyond our reasonable control (e.g. a member of staff leaving Escape, campus closure due to further lockdown).

4.3 If we are required to make any material changes to your Programme (as described in your Offer) before you register with Escape, we will notify you as soon as possible. If the changes are such that you reasonably believe you would be adversely affected, you may withdraw your application and cancel this Contract.

4.4 The minimum number of students for a Programme or an elective module included in a Programme to be viable is normally twelve, although Escape may choose to run a Programme or elective module with fewer students provided it is satisfied that the educational experience of the students will be satisfactory.

4.5 If too few students have accepted a place on a Programme for it to be viable educationally or financially Escape may find it necessary to cancel a Programme prior to the Commencement Date. In these rare circumstances the following will apply:

4.5.1 You will be informed of the cancellation at least one month prior to the Commencement Date

4.5.2 Escape will offer you a place on an alternative Programme, if a suitable alternative exists.

- 4.5.3 If you choose not to accept any alternative Programme offered by Escape, you will not be liable for any Tuition Fees, and money paid by you to Escape will be refunded, and this Contract will be cancelled.

5.0 CHANGES DURING THE PROGRAMME

- 5.1 Escape will use reasonable efforts to deliver your Programme in accordance with the applicable Programme Specification and to keep changes to the Programme Specification during the Programme to a minimum.

- 5.2 Escape follows a continual monitoring, review and enhancement cycle for all its programmes and any major proposed changes to the Programme Specification (including module specifications and the availability of elective modules) will come into effect only after discussion, consultation (including consultation with student representatives) and agreement in accordance with Escape's quality assurance processes, details of which are available to applicants on request to studentservices@escapestudios.ac.uk. The reasons for such changes may include:

- 5.2.1 Changes in legislation or in the requirements of validating, commissioning, professional or accrediting bodies
- 5.2.2 Changes in scholarship such as advances in knowledge and developments in theory or practice; and
- 5.2.3 Feedback from stakeholders including students, external examiners, academic staff, industry partners and professional, statutory and regulatory bodies.

- 5.3 Escape reserves the right additionally;

- 5.3.1 to withdraw an elective module in the event of unavailability of suitably qualified staff or if student enrolment numbers on the module do not meet the minimum number required (currently twelve students).
- 5.3.2 to refuse enrolment on an elective module which is over-subscribed.
- 5.3.3 to change the mode of delivery to online in the event of campus closure for reasons beyond our control.

- 5.4 Some Programmes offered by Escape are validated by third party institutions as detailed on the Escape Studios website. Occasionally, the validating body for a Programme may change prior to you joining the Programme or while you are a student on the Programme. If this occurs, you will be informed of your options which may include transferring to the Programme validated by the new validating body or transferring to another institution.

- 5.5 In the unlikely event of any material change to your Programme, you will be informed as soon as possible. You will be advised of the impact of the change and asked whether you agree to the change and wish to continue on the revised Programme. You will be advised, if appropriate, of alternative options for you to progress your study which may include transfer to another Programme or another institution.

- 5.6 In the event of the closure of a Programme to new students, Escape is committed to ensuring that all students already enrolled on that Programme of Study will be supported so that they can progress to completion of their Programme.

- 5.7** Escape maintains a Student Protection Plan, which is a requirement of our registration with the Office for Students and a duty under the Higher Education and Research Act 2017. This Plan details Escape's assessment of risks to continuation of study for students and how we would mitigate those risks. The Student Protection is available from the Escape Studios website or on request from studentservices@escapestudios.ac.uk. Details of the policy we have in place to refund Tuition fees and Escape Charges in the event we cannot preserve continuation of study is included in these Terms and Conditions at Appendix 1.

6.0 YOUR OBLIGATIONS:

- 6.1** You agree throughout your Programme;
- 6.1.1 to continue to fulfil the Conditions of Offer, including providing all necessary documentation to Escape;
 - 6.1.2 to make yourself aware of and adhere to Escape Policies and those of the institution which validates your Programme;
 - 6.1.3 to ensure that Escape has up to date contact details for you and inform Escape of any change in your personal information or circumstances;
 - 6.1.4 to check your Escape e-mail account regularly for communications from Escape.
- 6.2** You agree to participate actively in your Programme by preparing for classes, punctually attending all mandatory lectures, seminars, tutorials, workshops and other learning opportunities and completing all assessments on time.

7.0 FEES

- 7.1** The Tuition Fees for your Programme are set out in your Offer Letter and are due on the Commencement Date, unless you have entered into a separate agreement for payment by instalments. You will be informed about payment dates for subsequent academic years at the start of the relevant academic year. Tuition Fees and Escape Charges which may apply are set out on the Fees and Funding section of the Escape Studios website. It is your responsibility to ensure that all Tuition Fees and Escape Charges are paid by the required date ("the Payment Date").
- 7.2** The Tuition Fees and Escape Charges for your Programme may be increased during your time on the Programme. Tuition Fees for undergraduate programmes may be increased in line with the higher fee limits set by the Office for Students. The Tuition Fees and Escape Charges will not change during the academic year. If you transfer to another Programme your Tuition Fees may be varied and you will be advised of any change if you apply to transfer.
- 7.3** If you are a sponsored student or in receipt of funding from a third party, including student loans from Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland, you must provide Escape with an official letter of sponsorship when you register for your Programme. If your sponsor or student loan does not pay your Tuition Fees by the Payment Date, you remain personally liable for the fees.

- 7.4** If you wish to withdraw from your Programme, you must notify Escape in writing by completing a “Notice of Withdrawal” form and sending it by email to studentservices@escapestudios.ac.uk. The “Notice of Withdrawal” form is available on request from studentservices@escapestudios.ac.uk. For the purpose of this clause, the date of withdrawal will be the date of receipt by Student Services of a properly completed Notice of Withdrawal form.
- 7.5** If you withdraw from your Programme during the first two weeks after the Commencement Date, you will not be liable for Tuition Fees; however, any deposit paid will not be refunded.
- 7.6** If you withdraw from your Programme and the date of withdrawal is part-way through an academic year, your liability for Tuition Fees for that academic year will be as follows:

Date of Withdrawal	Tuition Fees liability
For undergraduate programmes:	
From Commencement date to end of Week 2	0%
between the start of Week 3 and 31 December;	25% of the tuition fees for the academic year;
From 01 January to 31 March	50% of the Tuition Fee for the academic year;
From 01 April to the end of the academic year	100% of the Tuition Fee for the academic year;
For postgraduate programmes:	
From Commencement date to end of Week 2	Deposit only
between the start of Week 3 until 60 calendar days from start date;	33% of the tuition fees
61 – 120 calendar days from start date	67% of the tuition fees
120 calendar days from start date	100% of the tuition fees

- 7.7** Where Tuition Fees are outstanding after the Payment Date, Escape will notify you of this and will allow you a period of 14 days to settle the outstanding sum, failing which Escape may withdraw you from the Programme and cancel your registration as a student of Escape.
- 7.8** If any Tuition Fees are outstanding after you have completed your Programme Escape may withhold your results and/or your transcript and/or your degree certificate

until you have settled the outstanding sum.

7.9 You will not be liable to pay Tuition Fees whilst on Interruption of Studies. Your liability for Tuition Fees will be calculated on a case-by-case basis and in accordance with your last date of attendance.

7.10 Escape Charges include examination resit fees, which you will be asked to pay when you need to re-sit an examination and there are no extenuating circumstances. These are payable for all types of summative re-assessment. The current charge for resits is £50 per module. Resit fees are non-refundable and are payable prior to the re-assessment.

7.11 Tuition Fees include fees for repeated tuition and these are calculated pro-rata.

8.0 DISABILITIES AND SPECIFIC LEARNING DIFFICULTIES

8.1 Escape provides support for students with disabilities and specific learning difficulties. If you have a disability or specific learning difficulty and have not yet disclosed it to Escape, you are advised to contact Escape at studentservices@escapestudios.ac.uk at the earliest opportunity, so that Escape can put any reasonable adjustments in place in good time.

9.0 INTELLECTUAL PROPERTY

9.1 The intellectual property in all learning and teaching materials developed by staff of Escape is owned by Escape. Students are not permitted to copy these materials (other than for their own personal use) nor to distribute them to third parties.

9.2 The intellectual property in work made individually by students as part of their Programme is owned by the student, subject to a non-exclusive licence granted by students to Escape to copy such work for the purposes of administration, including marking and preparation for meetings of Boards of Examiners.

9.3 You agree to grant Escape a non-exclusive licence to use, reproduce, modify and distribute your student work for the purposes of marketing, publicity and otherwise enhancing the reputation of Escape, without commercial gain.

10.0 ESCAPE STUDIOS STUDENTS' ASSOCIATION (ESSA)

10.1 All registered students are entitled to be registered as members of the ESSA and you will be given details of the ESSA and an opportunity to join when you register for your Programme of Study.

11.0 DATA PROTECTION

11.1 Escape will collect, store and use your personal data in accordance with its Data Protection Notice from time to time which is available on the Escape Studios website and on request to studentservices@escapestudios.ac.uk.

11.2 Escape is obliged to send student data to relevant government agencies for their use, such as the Higher Education Statistics Agency (HESA) and the Office for Students (OfS).

12.0 LECTURE CAPTURE

12.1 Escape will regularly record educational activities such as lectures or seminars in which you may be involved. This is for the teaching and educational purposes of

Escape and not for dissemination outside Escape. By accepting a place at Escape, you agree to such use of your image or voice or any work created you.

- 12.2** In addition, Escape regularly records events in which you may be involved for marketing and publicity purposes. You will be asked at Enrolment whether you consent to participation in such recordings and given the opportunity to opt out.

13.0 NOTICES

- 13.1** Any notice or other information that is required to be given by either Escape or you relating to the contract between Escape and yourself must be in writing and may be given by hand or sent by post or email. Escape may also draw your attention to important information through announcements on the Escape Studios website or OLE.

- 13.2** The postal address for notices given by you to Escape is set out in clause 18 of these terms and conditions. Notices by email should be sent to studentservices@escapestudios.ac.uk.

- 13.3** Notices sent by Escape to you will be sent to your Escape email address or the last postal address provided by you and any such notices will be deemed to have been properly served. It is your responsibility to keep Escape informed of any change of address and to monitor your Escape email address.

14.0 GOVERNING LAW, JURISDICTION AND THIRD PARTIES

- 14.1** The contract between you and Escape shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 14.2** These terms and conditions do not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

15.0 SEVERANCE

- 15.1** If any provision of these terms and conditions is held to be void or unenforceable in whole or in part by any court or other competent authority, this contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.

16.0 QUESTIONS

- 16.1** Questions about these terms and conditions should be addressed to Student Services via studentservices@escapestudios.ac.uk before you accept an offer with us.

17.0 COMPLAINTS

- 17.1** Escape encourages students and applicants to provide feedback on Escape services. If you are dissatisfied with your experience, you should try to resolve concerns informally in the first instance. The Escape Complaints procedures are available on the Escape Studios website (see 1.4.2 above) or on request to studentservices@escapestudios.ac.uk.

- 17.2** Escape is subject to the Office of the Independent Adjudicator Complaints Scheme.

18.0 COMMUNICATIONS

The address of Escape Studios is:

Escape Studios
6 Mitre Passage
London
SE10 0ER

Appendix 1 – Escape Studios Policy for Refunds and Compensation to students in the event that Escape Studios no longer continues to offer programmes of study

1. We consider that the interests of students are paramount and all efforts will be made at all times to ensure they are able to complete the programmes on which they are enrolled at Escape Studios (ES)

Teach Out

2. If a programme or programmes no longer continue to be offered at ES we intend to “teach out” all existing students, and to do so at ES, so that students can complete in accordance with the applicable academic regulations and in accordance with the terms and conditions of their programme of study. This is provided for in the legally binding corporate undertaking provided by our parent company.
3. In the unlikely event that a programme or programmes no longer continue to be offered at ES and it is not possible for us to “teach out” existing students at ES we will:
 - (a) facilitate the awarding by our validating partner of any exit award to which the student is entitled and the issuing of a transcript showing any additional modules which the student has successfully completed.
 - (b) use our best endeavours to find an alternative institution (where possible in London) at which the student will be given the opportunity to complete their degree (or other award as applicable).

Refund of Tuition Fees

4. If a programme or programmes no longer continue to be offered at ES and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at ES or elsewhere, we will refund all the tuition fees that the student has paid for the programme:
 - a) In the case of students in receipt of a tuition fee loan from the Student Loan Company (“SLC”), we will reset the tuition fee for the programme to zero. This will mean that the tuition fee is returned to the SLC and the student will no longer owe the SLC that portion of the fee;
 - b) For any student who has paid their own fees, we will refund the tuition fees paid;
 - c) For any student whose fees are paid by a sponsor, we will refund to the sponsor the tuition fees paid.
5. However, if a student is not able to continue their study at ES and we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above), but the student unreasonably chooses not to continue their study (either at all, or not at the institution we have arranged), we will not refund any tuition fees.
6. If a student is not able to continue their study at ES but we arrange for the

student to have the opportunity to continue at another institution (as outlined at 3b above), the tuition fee at the new institution may be higher. This may be because the new institution has set their fees at a higher level, or because the student had the benefit of a fee waiver, scholarship or bursary for study at ES. If this situation arises we will pay, for the remaining period of study, the difference between the actual tuition fee for the student if they had continued at ES and the fee charged for that student by the new institution.

Compensation for Travel Costs

7. If a programme or programmes no longer continue to be offered at ES and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at ES or elsewhere, we will refund the cost of their travel to and from Escape during the period they were studying with us.
8. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund their travel fees.
9. If:
 - (a) ES stops teaching a programme or programmes at 6 Mitre Passage and relocates teaching of the programme(s) to another location outside Transport for London Zones 1 or 2; or
 - (b) A student is not able to continue their study at ES but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is outside Transport for London Zones 1 or 2, we will pay any additional travel costs incurred by a student which is caused by this.
10. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by ES, we will not pay any extra travel costs caused by this.

Compensation for Accommodation Costs

11. If a programme or programmes no longer continue to be offered at ES and it is not possible for us to offer students the opportunity to complete their degree (or other award as applicable) either at ES or elsewhere, and if they moved out of the family home to study at ES, we will refund the cost of their accommodation during the period they were studying with us.
12. However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses not to continue their study, we will not refund the cost of their accommodation during the period they were studying with us.

13. If:

- (a) ES stops teaching a programme or programmes at 6 Mitre Passage and relocates to another location outside Transport for London Zones 1- 6; or
- (b) A student is not able to continue their study at ES but we arrange for the student to have the opportunity to continue at another institution (as outlined at 3b above) which is located outside Transport for London Zones 1-6,

and if either of these situations reasonably causes the student to change their accommodation, we will refund “wasted accommodation costs” caused by this. “Wasted accommodation costs” means any of the following which are caused by early termination of their current accommodation agreement:

- a. The loss of a deposit
- b. Payment for a period of time during which the student is no longer able to use the accommodation due to moving location and for which the student is unable to get a refund.

However, if we arrange for a student to have the opportunity to continue at another institution (as outlined in 3b above) but the student chooses to go to a different institution other than that arranged by ES we will not pay any wasted accommodation.