

# GENERAL CONDITIONS

## FOR STUDENTS ENROLLING ON PROGRAMMES IN OCTOBER 2025 AND FEBRUARY 2026

London

Welcome to the Istituto Marangoni's terms and conditions for students (the "Terms"). Please read these Terms and any documents referred to within them carefully and make sure you understand them before applying to Istituto Marangoni and accepting any offer that we may make.

Please note that during your time as a student with us, it is Istituto Marangoni's policy to use your personal email address to communicate with you. Any communication sent to you by Istituto Marangoni to your personal email account will be regarded as properly sent and received by you. It is your responsibility to check your emails regularly to make sure you stay up to date and to make us aware if you change your email address at any time.

If you do not understand any part of these Terms (or any of the documents referred to in the Terms), please discuss it with our admissions team by phone on +44 (0)20 7377 9347 or email them at [admissions.london@istitutomarangoni.com](mailto:admissions.london@istitutomarangoni.com) before accepting our offer.

These Terms form part of any contract between you and Istituto Marangoni Ltd (registered in England and Wales with company number 4551096) ("Istituto Marangoni", "School", "we", "us", or "our") under which we agree to enrol you as a student on one of our programmes and provide you with our education and pastoral support services.

Unless otherwise stated in your offer letter and/ or the relevant programme specifications, Regents University validates our programmes and is our degree awarding body.

These Terms set out your rights and obligations as well as our obligations and the limitations of liability to you under any agreement between you and us. In particular, please note the terms dealing with changes to the programme and other variations set out in term 8, changes to our policies and procedures at term 10 and our limitation of liability to you set out in term 14. To help you navigate through these Terms, we have set out hyperlinks below to the different sections. Please click on the links below to take you to the relevant section:

1. Our Contract
2. Conditions of Offer and Enrolment
3. Fees and Payment
4. Cancellation
5. Accuracy of Information
6. Your Obligations
7. Our Obligations
8. Changes to programmes and other variations
9. Events Outside of Our Control
10. Changes to Regulations, Policies and Procedures
11. Other Services
12. Withdrawal, Termination, Programme Transfer and Programme Deferrals
13. Data Protection
14. Liability
15. Intellectual Property
16. General
17. Complaints

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

Term headings do not affect the interpretation of these Terms. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. Our Contract
  - 1.1. These Terms and the following documents together form the contract between you and us ("our Contract"):
    - 1.1.1. the application form and any terms set out within it (including in the assessment form), and in any terms contained in the admissions pack or provided in the online admissions system portal (as may be applicable to the programme you wish to apply for);
    - 1.1.2. any terms contained in our offer letter or the certificate of admission;
    - 1.1.3. our policies, procedures, and regulations:
      - (I) the student handbook: see - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
      - (II) the relevant validated programme specifications: see - <https://www.istitutomarangoni.com/>
      - (III) the student code of conduct: see - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
      - (IV) the terms set out in the complaints procedure and appeals procedure, see - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
      - (V) the terms set out in the Refund and Compensation Policy, see - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
      - (VI) the assessment regulations relevant to your level of study: see - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
      - (VII) the Regent's University London policies, procedures and regulations that are applicable to your programme: see - <https://www.regents.ac.uk/policies> and

- (VIII) if you are a visa student: see -
  - a) the "Responsibilities of international students studying on a visa and Istituto Marangoni reporting duties: <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
  - b) any terms accompanying the CAS preview: See - <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>

- 1.2. Our Contract is formed when we receive your acceptance of an offer of a place on a programme at the School. Therefore, please check that you have read and understood these Terms and the documents listed in term 1.1 above, before accepting such an offer. In addition, please check that the details in your application form and in any other document you provide to the School in connection with your application (including, if you are an international student, the CAS review), are accurate and up to date with no material omissions.
2. Conditions of Offer and Enrolment
  - 2.1. Where our offer is conditional and you do not meet the conditions of our offer by the date specified in our offer, we will notify you of this by email; you will not be entitled to enrol on the programme; you will be withdrawn from the programme and our Contract will terminate with immediate effect. In these circumstances we will refund you in accordance with the Refund and Compensation Policy at <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
  - 2.2. We might not permit you to enrol with the School, if:
    - 2.2.1. you fail to report to the School within 2 weeks after the enrolment date notified to you;
    - 2.2.2. you have not paid all the tuition fees for the first academic year or, where applicable, provided information regarding payment of the tuition fees as mentioned on <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>;
    - 2.2.3. you do not have the correct visa documentation, for example where a student
    - 2.2.4. visa has expired, will expire before the end of the programme, or does not permit you to study;
    - 2.2.5. you have provided materially incorrect, misleading, untrue, or fraudulent information or
    - 2.2.6. you have withheld any information that might be relevant to your application for a place on a programme; and/ or
    - 2.2.7. you fail to provide us, by the date specified by us, with any documentation or any
    - 2.2.8. other information reasonably requested by us in the application pack or otherwise (which includes a signed parental consent form if you are under 18 years old on 1 September of the year that you are enrolling on a programme).

In the circumstances described above, we may immediately on written notice either (a) suspend you from the programme or (b) withdraw you from the programme and terminate our Contract.

If we withdraw you from the programme for the reasons described in term 2.2.1, you might not receive a refund as set out in our Refund and Compensation policy at <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>

If we withdraw you from the programme for the reasons described in term 2.2.2, you might not receive a refund: please see the Fees Policy at <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>. If we withdraw you from the programme for the reasons described in terms 2.2.3 to 2.2.5 we will refund any tuition fees, enrolment fee and any other fees paid to us under our Contract (subject to deduction of the administration charge described in the Refund and Compensation Policy).

In the circumstance described in term 2.2.2 (non-payment), we will contact you to discuss the options that may be available to you to resolve the issue prior to suspending or withdrawing you from the programme.

- 2.3. If you are an undergraduate student, you must enrol as a student at the School prior to the start of each academic year of your programme. Following the first academic year, you will be entitled to enrol with the School on the date notified to you by the School provided that you:
  - 2.3.1. have paid (and we have received in cleared funds) the enrolment fees and the tuition fees for the forthcoming academic year as set out in the Fees Policy;
  - 2.3.2. have not been withdrawn from the programme;
  - 2.3.3. are not suspended, or on an approved leave of absence, at the relevant time; and

2.3.4. you have met the relevant progression requirements for the previous years of your programme, as described in the Regent's University regulations located at <https://www.regents.ac.uk/policies/>

If you do not meet the criteria in term 2.3.1 (payment) or term 2.3.4 (progression), we will contact you to discuss the options available to you to try to resolve the situation. If we are unable to resolve the situation with you, or if you have been withdrawn from the programme, we may terminate our Contract immediately on written notice and: (i) if we terminate our Contract because you have not met the criteria in term 2.3 (payment), you might not receive a refund: please see the Fees Policy; or (ii) if we terminate our Contract because you have been withdrawn from the programme (term 2.3.2) or have not met the progression requirements (2.3.4), you may be entitled to a partial refund under the Refund and Compensation Policy.

### 3. Fees and Payment

3.1. You are responsible for paying your enrolment and tuition fees to the School each year of your programme. Information on how to pay your tuition fees can be found on the Tuition Fees web page <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation> and on the admission pack. By accepting your offer, you agree to pay the tuition fee, and any other additional course-related costs and expenses as detailed to you in the application pack, your offer letter and in accordance with the following:

*Tuition fee must be paid in a single payment by the student no later than June 30th for courses starting in September/October of that same year (Autumn intake), and by October 30th for courses starting in January/February of the same Academic year (Winter intake). Any student applying after the aforementioned deadlines, they must ensure payment of the tuition in a single payment and must be received no later than 15 days after the candidate has been accepted into the course, i.e. the student must have paid the tuition fees in full by the start of the course. For all second and third year students (UK and international), the payment of the tuition fees will need to be received in one single payment by and no later than July 31st of the same year. If payment of the school fees is not received within the specified deadlines, the school reserves the right to suspend the student from classes and/or exams.*

3.2. It is your responsibility to make arrangements at the beginning of your programme for the payment of your fees.

3.3. Istituto Marangoni reviews tuition fee levels annually and reserves the right to increase fees for academic years subsequent to your first year of entry to the School by inflation (RPI excluding mortgage interest payments) and/or the maximum permitted by law or government policy (which may exceed the rate of inflation). If we intend to exercise this right, we will let you know by the end of June in the academic year before the one in which we intend to exercise that right.

3.4. You are responsible for paying your tuition fees, even if you have applied for a loan from the Student Loans Company or a sponsor is paying the fees on your behalf. If your sponsor fails to pay or your student loan is withdrawn, you will be liable for any outstanding fees.

3.5. Where necessary, Istituto Marangoni reserves the right to take appropriate action against students who fail to pay their fees and may apply sanctions against you, including refusing to allow re-enrolment and withholding your degree certificate.

3.6. Your programme may require you to pay other costs which are not covered by your tuition fee. These are set out in the programme information on our website.

### 4. Cancellation

4.1. You have the legal right to change your mind and cancel our Contract without giving a reason within 14 days starting from the day after we receive your acceptance of the offer of a place on the programme (the "Cooling-off Period"). If you do so we will refund any fees already paid to us by you or on your behalf. Any refund payable under this term will be paid within 14 days of you cancelling our Contract. To help us provide a better service, we may ask you to let us know why you wish to cancel. You do not have to tell us why, but we will be grateful for any information you wish to share with us, and we may be able to suggest an alternative programme that better suits your needs.

4.2. If you accept an offer for a programme which starts during the Cooling-off Period and you cancel our Contract during the Cooling-off Period but after the programme has started, you must pay for the part of the programme that has been provided until the time that we are informed of your decision to cancel our Contract.

4.3. To exercise the right to cancel you must let us know by a clear statement that you wish to cancel our Contract by sending an email to [admissions.london@istitutomarangoni.com](mailto:admissions.london@istitutomarangoni.com) to notify us. We will promptly acknowledge in writing receipt of your cancellation.

4.4. You may terminate our Contract after expiry of the Cooling-off Period,

but we will not be obliged to refund any payments made by you. Depending on when you cancel (in particular, whether it is before or after your programme commences) you may be obliged to pay a proportion of your tuition fees as set out in the Admissions Pack.

### 5. Accuracy of Information

5.1. It is your responsibility to ensure that all the information provided to us is true and accurate. If the School discovers that you have provided incorrect or fraudulent information, or if you are found to have omitted key information, the School reserves the right to withdraw the offer made to you, or to terminate our Contract and if you have begun your programme, the School has the right to withdraw you from it.

5.2. It is your obligation to ensure that you keep your information, including your address and personal details, up-to-date throughout your studies with us, and promptly notify us of any changes.

### 6. Your Obligations

6.1. You agree to:

6.1.1. pay all fees due and enrol for each academic year of your programme, at the time and the place directed by us;

6.1.2. attend lectures, seminars and tutorials, submit assignments and undertake examinations as required for your programme and as described in our Attendance Policy set out on our website: - see <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation> unless agreed otherwise with us because of extenuating circumstances;

6.1.3. comply with:

- i. these Terms, the student handbook, the programme specification, the complaints and appeals procedure and the student code of conduct (see links in term 1.1 above);
- ii. any applicable rules, regulations and/or policies related to your programme and notified to you: - see <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
- iii. the reasonable requests of our staff; and
- iv. if you are an international student, any rules and/or requirements imposed by the UKVI as a condition of your Student Visa.

6.1.4. declare any relevant criminal charges pending against you and any relevant unspent criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your programme, relevant convictions include:

- any kind of violence (including but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
- sexual offences, including those listed in the Sexual Offences Act 2003;
- the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking (drug offences only involving possession are not relevant offences);
- offences involving firearms;
- offences involving arson; and
- offences involving terrorism;

6.1.5. submit your own work and not plagiarise the work of others;

6.1.6. comply with the Code of Conduct

6.2. If you are an international student, you must keep us informed of any change in your relevant visa status.

6.3. Breach of these Terms or any of our regulations, policies and procedures may result in Istituto Marangoni requiring you to withdraw from your programme, the withholding of related services and facilities and/or the termination of your enrolment.

6.4. It is important that you notify us of any welfare or medical conditions or disabilities that you have when you make your application so that we can make any reasonable adjustments as may be necessary. You should also notify us of any other medical conditions where special arrangements may be required.

6.5. You are required to attend your programme in full.

6.6. If your attendance on the programme falls below the limits set by the student handbook (regardless of the reason for any absence), we will, subject to our duty to make reasonable adjustments due to disability, will do the following: provide written notice to you that continued failure to attend the programme might result in your dismissal from the programme. If, following such notice, your attendance on the programme continues to be unsatisfactory in our reasonable discretion, we may:

6.6.1. prohibit you from sitting the examinations; and

6.6.2. on written notice, dismiss you with immediate effect at any time from the programme and terminate our Contract. In these circumstances, you would not be entitled to a full refund: please see our Refund and Compensation Policy. Prior to taking any

- action listed in terms 6.6.1 and 6.6.2, we will try to meet with you to discuss your attendance and any reasons you have for your absence(s). If there are, in our reasonable discretion, extenuating circumstances for your absence(s) and, taking into consideration UKVI guidance, we have reasonable grounds to believe you can complete your programme within the allocated time period, despite such absence(s), we may allow you to continue on your programme.
- 6.7. If you do not achieve the required pass marks for any examinations, assessments or coursework, as set out in the student handbook, you shall not be entitled to receive a final certificate, or progress to the next academic year or semester (as applicable) and we shall decide, in our reasonable discretion if you may re-sit the examination taking into consideration UKVI guidance and all relevant factors including (without limitation) your attendance on the programme.
7. Our Obligations
- 7.1. We shall provide an education service (programme delivery, tuition, supervision, assessment, and award), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care.
8. Changes to Programmes and Other Variations
- 8.1. The School will use all reasonable endeavours to deliver the programme in accordance with the validated programme specifications located at <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design> otherwise notified to you). Programme start and end dates are not expected to change. However, we may need to alter dates, make variations to the content and methods of delivery of programmes, change tutors and locations from the published timetable, or make other reasonable changes with the overall aim of facilitating or improving the provision of any programme and to ensure that the School delivers the best quality of educational experience to you. Some examples of these changes and the reasons for such changes may include:
- 8.1.1. Keeping our programme content and delivery up to date and relevant. We may need to implement technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements; to address any external examiner feedback received as part of their annual reports and/or results from our regular student feedback sessions. To set out further examples, we may make adjustments to aspects of the curriculum – to ensure that this is current and reflects developments in the subject area; the methods of assessment, assessment weightings, and the word length of individual assignments; and adjustments to the learning outcomes and how these are assessed.
- 8.1.2. Changes as a result of a programme review. It is standard practice for the School to undertake a formal review of all of its taught provision in line with national, professional body and regulatory requirements. The aim of each programme review is to ensure, on a periodic basis, that the design, academic standards and quality of learning opportunities of existing programmes remain appropriate to the awards to which they lead and are informed by reference to institutional regulations and policies, national benchmarks and relevant professional and employment demands. Programme review is normally carried out at 6- yearly intervals but can take place at a more frequent interval where required. Programme review may result in certain changes to a programme of study. These changes will be made to enhance the quality of provision we provide to students.
- 8.1.3. To reflect changes in relevant laws, statutory, awarding body, regulatory and/or professional body requirements and/or sector regulation.
- 8.1.4. Altering the location of your programme. For example, following campus consolidation to allow the School to provide the best facilities and academic provision for its students.
- 8.2. In making any such changes, we will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify the affected students and applicants in advance about any changes that are required.
- 8.3. If we intend to make a material change to your programme, we will consult with you and take reasonable steps to obtain student consent (and, where appropriate, the consent of applicants who have accepted an offer who may be directly affected by the change) and we will inform the affected students and (where appropriate, affected applicants) if we decide to implement the change(s). If you did not consent to the change and our implementation of the change materially affects you to your detriment, where appropriate, we will work with you to try to reduce the effect on you or find an appropriate solution. Some examples of a material change include:
- A change of award or programme title.
  - A change to the availability of or discontinuance of a core unit.
- A change to the overall type of assessment for your programme, for example by exams, coursework, or practical assessment, etc (or a combination of these).
- 8.4. If any change we make pursuant to term 8.1 above materially affects you to your detriment, you may withdraw from the programme, terminate our Contract immediately by written notice and claim a refund under our Refund and Compensation Policy by following [our complaints procedure at https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation](https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation)
9. Events Outside Our Control
- 9.1. The School will do all that it reasonably can to provide the Course, related educational and other services, and facilities as described in the material information set out on its website, in the prospectus or in other documents issued to appropriately enrolled students as described. Sometimes circumstances beyond the reasonable control of the School which could not have been prevented even if the School had taken reasonable care (“Events Outside the Our Control”) mean that we are prevented from, hindered, or delayed in providing or otherwise cannot provide such services and facilities. Examples of Events Outside Our Control include (but are not limited to):
- Industrial action by third parties;
  - The unanticipated and/or unavoidable absence or departure of key members of School or specialist staff;
  - Power failure;
  - Acts of terrorism;
  - Pandemics, epidemics, and other threats to public health;
  - Fire;
  - Severe weather conditions;
  - Natural disasters;
  - Political or civil unrest;
  - Damage, interruption, or lack of access to buildings, facilities or equipment;
  - The acts or delays of any governmental or local authority;
  - Legal or regulatory changes;
  - Withdrawal by any government or local authority of any necessary licence;
  - Insufficient uptake of a programme.
- 9.2. Where Events Outside Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:
- offering the opportunity where reasonably possible to move to another programme
  - deferring the start date for the programme;
  - delivering the programme in a different way, from another location or online, or at another time;
  - delivering a modified version of the same programme
  - assisting you to transfer to complete the programme at another School location or another institution;
  - delivering other services and facilities in a different way, from a different location or online.
- 9.3. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside the Our Control you may terminate your contract with the School, and we will follow our Refund and Compensation Policy. Alternatively, you may make a complaint under the Student Complaints Procedure, which will determine:
- any refund of the tuition fees and enrolment fees taking into consideration (where applicable) the proportion of the programme completed at the time of termination of our Contract; and
  - any compensation payable to you under our Refund and Compensation Policy at <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
- 9.4. Where, as a result of Events Outside Our Control, it is necessary to close or discontinue or cease to deliver a programme, the School will follow its Student Protection Plan and its Refund and Compensation Policy. Where Events Outside of Our Control occur and the School is unable to take steps to minimise the resultant disruption to students then neither the School nor you will be liable for the breach of this contract nor for the continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.
10. Changes to Regulations, Policies and Procedures
- 10.1. The School reserves the right to add to, delete or make reasonable changes to regulations, policies, and procedures where, in the opinion of the School, this will assist in the proper delivery of education.
- 10.2. Changes are usually made for one or more of the following reasons:
- 10.2.1. to ensure that they are fit for purpose;
- 10.2.2. to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial

- arrangements or changes to government policy, requirements, or guidance;
- 10.2.3. to incorporate sector guidance or best practice;
- 10.2.4. to incorporate feedback from students; and/or
- 10.2.5. to aid in clarity or consistency of approach.
- 10.3. Wherever possible, the School will consult students on the impact of any substantive changes prior to implementation.
- 10.4. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the School reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The School will take all reasonable steps to minimize disruption to students wherever reasonably possible, for example by giving reasonable notice of changes or by phasing in changes, if appropriate.
- 10.5. The updated regulations, policies and procedures will be made available on the School's website and may be publicised by other means so that students are made aware of any changes.
11. Other Services
- 11.1. Other, non-educational services provided by the School to you, for example residential accommodation and sports centre membership, are subject to separate terms and conditions.
- 11.2. You may also enter into separate contractual arrangements with other third parties such as a financial sponsor, the Student Loans Company, your employer (if applicable), or, in relation to work placements or internships, with the organisation providing such work placement or internship to you.
12. Withdrawal, Termination, Programme Transfer and Programme Deferrals.
- 12.1. Withdrawal by you after the Cooling-off Period: After the Cooling-off Period you may still withdraw from the programme and terminate our Contract at any time by giving notice in writing to [academicservices.london@istitutomarangoni.com](mailto:academicservices.london@istitutomarangoni.com). Withdrawal from the programme and termination of our Contract will take effect from receipt of your written notice. You may be entitled to a full or partial refund as set out in the Refund and Compensation policy.
- 12.2. Withdrawal by us: In addition to any other rights of termination that we may have under these Terms, we may withdraw you from the programme and terminate our Contract immediately by notice in writing if:
- 12.2.1. we decide that you may not continue as a student of the School due to a breach of the student handbook, and/or our Code of Conduct – see: <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation> or
- 12.2.2. you commit a material breach of our Contract, and if such breach is remediable, you fail to remedy it within 30 days after being notified in writing to do so.
- 12.2.3. In such circumstances, you may be entitled to a full or partial refund as set out in the Refund and Compensation Policy.
- 12.3. Programme Transfers and Deferrals:
- 12.3.1. We may grant programme transfers (transfer from one programme at Istituto Marangoni London to another programme at Istituto Marangoni London) in our absolute discretion provided at all times you apply in writing no later than one week after the commencement of the programme and pay an administration fee of £250.
- 12.3.2. If you are an international student that wishes to transfer your programme to another programme any request to transfer to another programme must comply with the relevant UKVI requirements in force at that time.
- 12.3.3. We may grant programme deferrals in our absolute discretion provided at all times you apply in writing no later than one week after the commencement of the programme and pay an administration fee of £250.
- 12.3.4. If you are an international student a deferral will result in us cancelling your CAS, so you will need to request for a new CAS prior to your deferred programme start date. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch to another visa category, or change sponsor.
13. Data Protection
- 13.1. Please refer to our Privacy Policy at <https://www.istitutomarangoni.com/en/terms-of-use-and-privacy> for details of how we use the information that we collect from you.
- 13.2. You are also advised that any personal data that you provide to us may be shared with us and our validating partner, Regent's University London. By agreeing to these terms you consent to your personal data being provided to and used by Regent's University London for the purposes of carrying out its obligations under our agreement with them, including being further shared with relevant third parties within Regent's University's data privacy policy for students which can be found here: <https://www.regents.ac.uk/privacy-and-cookies>
14. Liability
- 14.1. Nothing in our Contract shall exclude or limit in any way our liability:
- 14.1.1. for death or personal injury caused by our negligence; or
- 14.1.2. for fraud or fraudulent misrepresentation.
- 14.2. We do not accept responsibility and expressly exclude liability to the fullest extent possible under the general law for loss or damage to students' property, or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.
15. Intellectual Property
- 15.1. We own or have the licence to use the intellectual property rights (IPR) in all course materials produced by us (or on our behalf). Course materials must only be used for your own personal study purposes. Course materials may not be shared publicly by you, including on the internet, without our prior consent in writing. Unauthorised public sharing of course materials will constitute misconduct under the Student Code of Conduct and Disciplinary Policy.
- 15.2. If you create IPR during your studies or research, the standard position is that you will own the IPR, unless:
- a) you have a sponsored studentship under which the sponsor has rights to any arising IPR;
- b) you are on placement and the placement organisation makes it a condition of the placement that any arising IPR will belong to the organisation;
- c) you are employed by Istituto Marangoni (in which case you will be treated as an employee and the ownership of IPR will reside wholly with Istituto Marangoni);
- d) you participate in a research programme under the terms of which arising IPR are committed to the research sponsor;
- e) the IPR created builds upon existing IPR of Istituto Marangoni; or
- f) you create IPR making more than incidental use of Istituto Marangoni's facilities, equipment or resources.
- 15.3. You agree to allow us to use IPR created by you during your course and owned by you for non-commercial purposes, such as educational and promotional use, including in prospectuses, on the website and on social media. If the work created by you is tangible (such as clothing, jewellery or art), we may borrow the work for a reasonable period.
- 15.4. We may also use IPR created by you during your course and owned by you for commercial purposes. If we wish to do this, you will be asked to enter into a formal licence agreement or assignment with us to permit this. In these circumstances, you will be entitled to a royalty.
16. General
- 16.1. If any provisions of these Terms are or becomes illegal, invalid, void, or unenforceable that shall not affect the legality, validity or enforceability of the other provision. If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.
- 16.2. The School's Contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 16.3. The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to the non-exclusive jurisdiction of the English courts.
17. Complaints
- 17.1. The School recognises there may be occasions where students wish to raise legitimate complaints relating to their programme, or the facilities and services provided by the School. It is important to both students and staff to know that such complaints will be dealt with seriously and transparently, and without fear of recrimination. To ensure that this happens, the School has in place a Student Complaints Procedure which details procedures and parameters for making a complaint, alongside what action may be taken in response to complaints: see – <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>
- 17.2. If having exhausted all stages of the School's internal complaints procedure, a student considers that the School has failed to consider and respond to their complaint appropriately, the student can refer their complaint to the awarding body (in respect of validated provision) and then to the Office of the Independent Adjudicator for Higher Education, which provides an independent scheme for the review of student complaints.
- 17.3. If you have a complaint about our admission process, please see our complaints procedure for further information: see – <https://www.istitutomarangoni.com/en/schools/london-school-of-fashion-and-design/london-school-regulatory-documentation>