

# The University of Law Employment Promise Terms and Conditions

Please note that these terms and conditions (these “Terms”) apply only to students who commence a Course (as defined below) on any date within the period 31 October 2022 to 31 March 2024 (inclusive), in each case designed and delivered by The University of Law Limited (No.07933838) (“the University”) in or (for online delivery) from the United Kingdom and Hong Kong.

## The University of Law Employment Promise (the “Employment Promise”)

If you enrol on and successfully complete a Course (see definition below) at the University and do not obtain Qualifying Employment (as defined below) within nine (9) months of successfully completing your Course the University will:

- refund up to a maximum of 50% of the Course Tuition Fee paid by you to the University for your Course; and
- credit your University account with an amount equal to (up to) 50% of the Course Tuition Fee paid by you to the University for your Course, which you may apply towards the Course Tuition Fee of another course run by the University, including any courses run in conjunction with partner organisations (subject to availability).

The University can withdraw the Employment Promise at any time from any prospective student not already enrolled at the University of Law.

The Employment Promise is subject to the Terms set out below.

## Terms and conditions

### Glossary

#### Additional Costs

Any fees, costs or expenses which are not tuition fees and which for the avoidance of doubt and without limitation, include:

- costs relating to accommodation, living, food, subsistence, travel, stationery, computer or computer equipment;
- any registration, enrolment or other fees charged either by the University, any of its partners and/or any other governing or regulatory body in connection with your studies;
- library charges;
- printing charges; and
- costs associated with retaking any assessment.

#### Completion Date

The date on which you are notified by the University that you have successfully completed your Course. This will be earlier than the date on which the University issues your formal award.

<b>Course</b>	The postgraduate courses listed at Appendix I whether full-time or part-time, face to face or online, in each case designed and delivered by the University.
<b>Course Tuition Fee</b>	The total sum you paid to the University by way of tuition fees for your Course. For the avoidance of doubt, this will not include any Additional Costs.
<b>Employment Promise</b>	The Employment Promise as set out on page 1 of these Terms.
<b>Main Terms</b>	The University Terms and Conditions for Undergraduate and Postgraduate Courses applicable to your Course, which includes the fee schedule relating to your Course and by which you agree to be bound by reserving a place on your Course.
<b>New Course</b>	Any course designed and delivered by the University (including courses, programmes and modules designed and delivered by its business faculty, the University of Law Business School and those courses delivered in partnership with other institutions) subject to availability. “ <b>New Courses</b> ” shall have a corresponding meaning.
<b>New Course Tuition Fees</b>	The total sum you are required to pay to the University by way of tuition fees for your New Course or New Courses. For the avoidance of doubt, this will not include any Additional Costs.
<b>Qualifying Employment</b>	Full-time or part-time employment in the United Kingdom or elsewhere, either: <ul style="list-style-type: none"> <li>a) in legal fields, being a period of recognised training as a trainee solicitor, lawyer, paralegal, legal secretary or other legal professional; or</li> <li>(b) an occupation which appears in major groups 1 to 4 of the Standard Occupational Classification 2020 Index (‘SOC2020’) as set out by the Office for National Statistics at this website: <a href="#">Standard Occupational Classification: SOC2020   HESA</a></li> </ul>
<b>Qualifying Employment Application Strategy</b>	A tailored plan agreed with the University’s Careers Service to set out how best to seek Qualifying Employment.
<b>Qualifying Period</b>	The nine (9) month period beginning on the day after your Completion Date.

## Recession

A recession is a business cycle contraction which results in a general slowdown in economic activity. In the United Kingdom, and for the purposes of the Employment Promise, it is defined as a negative economic growth for two consecutive quarters on the basis of quarterly estimates containing data measuring gross domestic product (GDP) produced by the Office for National Statistics (ONS).

## Eligibility

1. To be eligible to claim under the Employment Promise you must meet the following eligibility criteria (the “**Eligibility Criteria**”):

- 1.1. Your Course must commence on a date within the period 31 October 2022 to 31 March 2024 (inclusive).
- 1.2. You must not defer or intermit (as those terms are described in the Main Terms) your Course at any point.
- 1.3. If your Course is a full-time or part time Course, you must have an attendance record of at least 80% of your course attendance requirements.
- 1.4. If your Course is an online Course, you must have an online submission record of at least 80% of the requirements for online courses.
- 1.5. You must pass all your Course assessments on your first attempt and in the time set by the University for students to complete such assessments.
- 1.6. You must comply with these Terms and the Main Terms at all times during your Course and thereafter (if applicable).
- 1.7. You must consistently use your best endeavours to obtain Qualifying Employment throughout the Qualifying Period.
- 1.8. You must agree a Qualifying Employment Application Strategy with the University’s Careers Service within the two (2) months immediately following your Completion Date.
- 1.9. You must consistently engage with the University’s Careers Services department to seek Qualifying Employment throughout the Qualifying Period.
- 1.10. You must not, despite your best endeavours, undertake, commence, complete, obtain or accept Qualifying Employment at any point during the Qualifying Period. For the avoidance of doubt, you should be aware that:
  - 1.10.1. if you obtain or accept Qualifying Employment during the Qualifying Period but do not commence this employment; or
  - 1.10.2. if you commence Qualifying Employment during the Qualifying Period and during or after the Qualifying Period you leave this employment for any reason,

then the University will still consider you to have obtained Qualifying Employment within the Qualifying Period.

## How to claim

2. If you believe that you have an eligible claim on the Employment Promise (a “**Claim**”) then you should email [employmentpromise@law.ac.uk](mailto:employmentpromise@law.ac.uk) within twelve (12) months of your Completion Date setting out the following information:

- 2.1. Your full name;
  - 2.2. The University Campus at which you studied your Course;
  - 2.3. Your Completion Date; and
  - 2.4. A concise summary of the attempts you have made to find Qualifying Employment and the contact you have had with the University's Careers Service.
3. The University reserves the right to require you to complete an Employment Promise Claim Form and to request more information in the form of supporting documents. The Employment Promise Claim Form together with clear details of any supporting documents required (if any) will be provided to you upon receipt of your email under paragraph 2 above.
  4. The University will consider all complete and correct Claims it receives and aims to respond to each claimant with a decision in writing within sixty (60) days from the date of receipt of the Claim. The University's decision may be delayed if you do not respond promptly to requests for further information.
  5. In making its decision, the University may:
    - 5.1. ask you for further information and supporting documents or other evidence; and/or
    - 5.2. take into account any information and matters which it may reasonably consider to be relevant.
  6. The University's decision will be final.

#### **Further information**

7. In considering your Claim, the University may ask you to provide evidence of your efforts to secure Qualifying Employment and to contact or speak to individuals with whom you have dealt. In order to ensure that you can provide this information when asked, you are recommended to:
  - 7.1. Keep originals or copies of all letters that you send and receive;
  - 7.2. Retain all e-mails that you send and receive;
  - 7.3. Keep copies of all advertisements that you have responded to; and
  - 7.4. Keep details of any employment agencies that you have approached and the names of any employment consultants that you have dealt with.
8. The University may ask the University Careers Service for information about your contact with them. Please see the University of Law Employment Promise Guidance to Claimants at Appendix II of these Terms for further information.

#### **Scope of the Employment Promise**

9. Subject to paragraph 10, if your Claim under the Employment Promise is successful, the University will:
  - 9.1. refund a maximum of 50% of the Course Tuition Fee paid by you to the University for your Course (the "**Refund**"); and
  - 9.2. credit your University account with an amount up to 50% of the Course Tuition Fee paid by you to the University for your Course, which you may apply towards the Course Tuition Fee of

another course run by the University (the “New Course”), including any courses run in conjunction with partner organisations (subject to availability) (the “**Credit**”).

10. The total aggregate amount of the Refund and the Credit amount refunded and credited will be limited to the total amount of the Course Tuition Fee paid by you to the University for your Course. Accordingly, when confirming your Course Tuition Fees and in calculating the amount of any Refund and Credit, the University will deduct any amounts you may owe to the University, and any discount, scholarship or bursary received by you for your Course.

### **Payment of Refund**

11. The University will endeavour to issue the Refund to you within thirty (30) days of notifying you that your Claim under the Employment Promise has been successful.
12. The Refund will be paid in Pounds Sterling (GBP) and be sent by BACS payment. Payments sent by BACS take approximately ten working days to be received.
13. It is your responsibility to provide the University with up to date and accurate bank details. Once instructions have been made for a BACS payment they cannot be recalled. The University accepts no responsibility for incorrect bank details supplied by you.

### **New Courses**

14. You will be liable to pay any difference between the amount of your Credit and the amount of the New Course Tuition Fees.
15. The commencement date of your New Course must be within three (3) years of your Completion Date. This deadline will not be extended for any reason.
16. For the avoidance of doubt, the Credit may only be used in payment or part payment of New Course Tuition Fees. It may not be exchanged for cash, Additional Costs or any alternative value, service or other supply.
17. The Credit will be applied evenly across the fee liability deadlines applying to the New Course.
18. The provision of Credit is strictly subject to the following:
  - 18.1. The availability of your chosen New Course. The University provides no guarantee of a place on a New Course.
  - 18.2. You meeting the eligibility requirements for your chosen New Course as displayed on the University’s website from time to time.
19. There is no limit to the number of New Courses that can be undertaken and the Credit may be applied across more than one New Course. However, any unused Credit remaining after three (3) years from the Completion Date will be forfeited.
20. If you require a visa to study on a New Course please note that the University will not sponsor you to study any New Course and it will not, for the purposes of any New Course, consider to be valid any visa you obtained in connection with your enrolment on your Course.

## **Ineligibility**

21. Without limitation to any other paragraphs within these Employment Promise Terms and Conditions, you will not be eligible to claim or your Claim will be rejected if:
  - 21.1. You do not meet the Eligibility Criteria set out in paragraph 1 of these Terms;
  - 21.2. At any time, you become ineligible to undertake a training contract and/or you fall short of the minimum character and suitability requirements of the Solicitors Regulation Authority;
  - 21.3. You act in a misleading, dishonest or fraudulent manner and/or you wilfully or negligently conceal or withhold relevant information or provide incorrect information when making your Claim; and/or
  - 21.4. At any point during your Qualifying Period or the six month period immediately prior to your Qualifying Period, the United Kingdom is in a Recession.

## **General**

22. The Employment Promise is not to be combined with any other offer of reimbursement, rebate or credit offered by the University for your Course or any other courses.
23. If there is a conflict between these Terms and the Main Terms or any other terms issued by the University relevant to the Employment Promise, then these Terms shall prevail.
24. You may not transfer any of your rights under these Terms to any other person (including a company or business).
25. If there is a delay in the University carrying out its obligations to you under these Terms caused by circumstances beyond the reasonable control of the University, then the University shall not be liable to you (or any other person) for the consequences of that delay.
26. The University's maximum liability to you for any claim (whether contractual or non-contractual) under these Terms is limited to the maximum sum that would have been refunded and credited to you assuming you had made a successful Claim.
27. These Terms are governed by English law and both the University and you irrevocably submit to the exclusive jurisdiction of the English courts for any claim arising under or in connection with these Terms and any non-contractual obligation arising out of or in connection with them.
28. The Employment Promise will not apply if at any point during the Qualifying Period or the six month period immediately prior to your Qualifying Period, the United Kingdom is in a Recession.

Effective from 31 October 2022.

## APPENDIX I

The Employment Promise applies only to the following University Courses:

Legal Practice Course (including LLM, MSc and iLLM)
LLM Legal Practice (SQE 1 and 2)
MSc Strategic Business Management
MSc Marketing
MSc Leadership and Human Resource Management
MSc Project Management
MSc Cyber Security Management
MSc Business Analytics
MSc Corporate Governance and Ethics
MSc Innovation and Entrepreneurship
MSc Corporate Financial Management
MSc Investment and Trading
MSc Human Resources with Employment Law
MSc Corporate Governance with Company Law

## APPENDIX II

### University of Law Employment Promise Guidance to Claimants

The following information is intended to assist those who may wish to make a claim under the Employment Promise and should be read in conjunction with the full Employment Promise Terms and Conditions available on the University's website. Further clarification can be obtained by contacting the Employability team at [employmentpromise@law.ac.uk](mailto:employmentpromise@law.ac.uk)

#### 1. Before Making a Claim

You should only consider making a Claim if you have met all of the Eligibility Criteria set out in the Employment Promise Terms and Conditions. This includes having:

- passed all of your Course assessments first time, without intermitting or deferring; and
- had an average attendance record of 80% for small and large group teaching sessions (or an 80% on-time submission record if you studied your Course via i-mode). If you are uncertain or believe that you have extenuating circumstances that justify a lower percentage, please contact the Employability team.

This 80% requirement was determined by the University to make appropriate allowance for occasional illness, travel difficulty or personal commitment.

If you do not meet the criteria above then you may still submit a Claim but it is unlikely that your Claim will be successful.

#### 2. Employment

To make a Claim you must not have been in Qualifying Employment (as defined below) since you completed your Course, regardless of the location and number of hours worked during such employment.

For the purposes of the Employment Promise, "Qualifying Employment" is defined as follows:

- (a) employment (whether full-time or part-time) in the following fields:
  - i. employment in legal fields as a trainee solicitor, lawyer, paralegal, legal secretary or other legal professional including being in a period of recognised legal training as any of the foregoing; or
  - ii. an occupation which appears in major groups 1 to 4 of the Standard Occupational Classification 2020 Index ('SOCO2020') as set out by the Higher Education Statistics Agency.
- (b) where this employment is:
  - i. paid employment for any length of time; or
  - ii. unpaid employment for a total period of more than ten (10) weeks (regardless of the number of different unpaid work experiences/internships/employments); or
  - iii. employment which has been obtained but does not commence until a later date.

If you have been in Qualifying Employment (as defined above), you will be **ineligible** to make a Claim.



You will also not meet the definition of Qualifying Employment and therefore potentially be **eligible** to make a Claim if:

- (a) you have obtained no employment whether paid or unpaid;
- (b) you obtained employment in SOCO2020 Major groups 5-9 only, which are defined as: skilled trade, caring, leisure and other service, sales and customer service, process, plant and machine operatives and elementary occupations.
- (c) you obtained employment consisting of unpaid work experience/internship/employment for a total period of under ten (10) weeks (regardless of the number of different unpaid work experiences/internships/employments).

It is recognised that some job titles may not match perfectly with the actual work undertaken, so the Employment Promise claim form requests details of the activities undertaken to allow an appropriate assessment to be made by the panel reviewing your application.

### **3. Seeking Qualifying Employment**

If you make a Claim, you will need to show that you have consistently used your best endeavours to look for Qualifying Employment over Qualifying Period, being the nine month period beginning on the day after completion of your Course. These endeavours may involve obtaining vacancy alerts from the University of Law JobSearch database or sourcing your own opportunities. Whilst this will be looked at on a case by case basis, any period of continuous holiday/travel beyond one month or a total period of more than two (2) months in total over the nine month period will generally be considered not to demonstrate such consistency.

It is expected that you will have made job applications on a regular basis over the nine month period, with at least one application each month. In reviewing your Claim we will look for evidence of such submissions. You can assist our review of your Claim by including copies of any application forms, CVs and covering letters.

If you have become ineligible to apply for certain roles you are not able to make a Claim. This would include, but not be limited to, a criminal conviction, ill health or not having the right to work in the United Kingdom or another country in which you would like to work.

### **4. Engagement with the University of Law Careers Service**

As part of your Claim, you will also need to show that you have consistently engaged with the University Careers Service in seeking Qualifying Employment over the Qualifying Period. This should commence within two months of completion of your Course at which time a suitable Qualifying Employment Application Strategy can be agreed.

We keep records of all interactions via our Employability Portal <https://www.law.ac.uk/jobsearch/>, whether they be in a University Campus with an adviser or at an event. We can therefore assist in providing information if required.

Whilst the level of engagement with the University Careers Service will be looked at on a case by case basis, any period of time beyond two (2) months without contact will generally be considered not to

demonstrate such consistency. Accessing materials and information online is not sufficient to demonstrate consistent engagement.

**5. Any other information**

We recognise that there may be relevant information that you believe adds further weight to your Claim or addresses some of the reasons why it might otherwise be rejected. Please do include as much detail as you wish in this section to provide the panel reviewing your Claim with the fullest possible picture with which to assess it.