# Higher Education Student Agreement (Terms and Conditions)
# Entry Academic Year 2027/28

## 1. Introduction

i. The purpose of this document is to identify the basis of the agreement (**Agreement**) which you will have with (**the College**) if you accept the offer of a place on a programme of study (**Programme**) whichhas been made to you (**Offer**). The Agreement is comprised of these terms and conditions (**Terms**) (and the documents referred to in them) and any of the College's rules, regulations, policies and codes that are in forcefrom time to time (**Policies**).

ii. **You will be asked to sign to confirm your acceptance of the Agreement upon enrolment and by doing so you warrant that you have read, understood and agree to the terms of this Agreement and understand that a legally binding contract is then formed between you and the College.**

iii. If you do not act in accordance with this Agreement, the College may take disciplinary action against you in accordance with its student disciplinary regulations. You hereby agree that all relevant staff will be advised of the outcome of any such action. Please be fully aware that, one of the possible outcomes of disciplinary action is that your enrolment at the College may be terminated.

iv. The College reserves the right to make reasonable changes at any time to the Agreement as it deems appropriate or necessary. Copies of the current version of the Terms and the Policies will be made available by electronic means and any substantial changes will be brought to your attention.

v. This agreement does not override Student's rights under the Consumer Rights Act 2015, UK GDPR, or the Equality Act 2010.

## 2. Delivery of and Changes to Your Programme and Liability

### Delivery of your Programme

i. The College will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your Programme and modules. Specific details relating to the delivery of your Programme will be provided before or at the time of your enrolment on your Programme.

ii. Where circumstances change outside of the College's reasonable control, which could not have been prevented even if the College had taken reasonable care, the College reserves the right to make changes to or cancel certain elements of or the entirety of the Programme at any time without liability to you.

iii. Events Outside of the College's control shall include but not be limited to: the unanticipated departure or absence of key members of staff 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, including changes to government guidance; withdrawal by any government or local authority of any necessary licence; and insufficient uptake of a course. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (e.g. under consumer law).

### Changes to Your Programme

iv. Information provided to you about the academic content, delivery and assessment of your Programme is indicative only. The College does not undertake to offer the Programme precisely as stated nor does it undertake to adhere to indicated delivery arrangements. The College does, however, unless prevented by circumstances outside its reasonable control, which could not have been prevented even if the College had taken reasonable care, undertake that you will be provided with a route to the named award for which you

enrol over the same time period as was agreed at enrolment. For full-time programmes the College further undertakes that the tuition fees for your studies will not rise by more than the current rate of inflation as calculated with reference to the percentage change in the Retails Price Index (RPI) as produced by the Office for National Statistics during your period of enrolment for your named award, unless such a change is the result of legislation or changes in the external funding of Higher Education. For part time programmes the tuition fees will not be higher than the equivalent full-time programme, pro rata, and are subject to annual review which may be higher than the applicable change in RPI.

v. The College has the right to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme, provided such alterations are reasonable. In particular:

   a. Students on full-time programmes, that is students enrolled for 90 credits or more in one academic year, are expected to be available between 8.30am and 9.00pm from Monday to Friday during term time. The College reserves the right to amend full-time timetables within these limits but will not timetable outside these limits without your explicit consent.

   b. Students on part-time programmes have a reasonable expectation that the College will in the first year of study require attendance only within the time-slots stated at the time you enrolled. The College reserves the right to amend part-time timetables in the first year of study but will not timetable outside these limits without your explicit consent. Where a Programme extends over more than one academic year, the College does not undertake that the dates and times of attendance set for the first year will remain the same through all subsequent years.

vi. The College has the right to discontinue or decide not to provide the Programme or to merge or combine it with other Programmes of study, if such action is reasonably considered to be necessary by the College in the context of its wider purposes (for example, because too few students apply to join, or continue on, the Programme for it to be viable in the College's reasonable opinion). The College will not normally withdraw a Programme until all students registered on that Programme have reached the original expected end dates of their studies. The College does not undertake to keep a Programme open for students who have extended their studies beyond their original expected end date. In any event, a pathway to the named award for which you have enrolled will be maintained unless this is not possible for reasons outside the College's control which could not have been prevented even if the College had taken reasonable care, and in which case the College shall explore with you the opportunities for transferring to another programme at the College or another institution, and shall seek to ensure that you receive recognition or credits for any modules that you have successfully completed up to that date.

vii. In the event of any discontinuance of or fundamental changes to your Programme, the College will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling the College in writing. You may make a claim for a refund of any tuition fees and deposits you have paid.

Further information about how the College will protect students' interests in the event of programme closure, suspension or material change is set out in the College's Student Protection Plan, available on the College website. This includes the measures the College will take to minimise disruption and to support continuation or transfer of study where necessary.

**Liability**

viii. The College will be liable to you for any direct loss or damage you suffer if the College either fails to carry out its obligations under this Agreement to a reasonable standard; or breach any relevant duties that the College owes to you that are imposed on the College by law (including if the College causes death or personal injury to you by its negligence), but not to the extent that such failure is attributable to:
   a. your own fault;
   b. the fault of a third party; or
   c. an Event Beyond the College's Control which could not have been prevented even if the College had taken reasonable care.

ix. The College does not accept responsibility, and expressly excludes liability to you or any third party arising out of or in connection with this Agreement, for the following, in respect of which you are advised to arrange appropriate insurance cover:

   a. any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the College, unless caused by the negligence of the College;
   b. death or any personal injury suffered by you unless caused by the negligence of the College;
   c. loss of profit, loss of earnings, loss of opportunity, loss of business or contract, loss of goodwill or
   d. reputation, disappointment, distress or injury to feelings, living expenses and any indirect, special or consequential loss or damage, unless these were reasonably foreseeable at the commencement of your studies and were the result of a failure on the part of the College to act reasonably.

x. Although the College shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you do use such computer equipment and any software provided by the College at your own risk. The College shall not therefore be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the College to you, including (but without limiting the general nature of this clause) any contamination of software or loss of files as a result of using the College equipment or software. In addition, the College will not be liable for the College's Virtual learning platform (or any functionalities thereof) being temporarily unavailable.

xi. If the College is found liable to you for any breach of this Agreement or for any other act or omission of the College or its employees or agents the liability of the College shall be limited to the fees actually paid by you or on your behalf for the year of study in respect of the Programme to which that liability relates.

xii. Nothing in this section or in the rest of this Agreement shall operate to exclude the College's liability for death or personal injury caused by the College's negligence, fraud or for fraudulent misrepresentations.

## 3. Payment of Fees

i. The responsibility for the timely payment of tuition fees and all other charges incurred at the College lies exclusively with you unless otherwise agreed in writing with the College.

ii. You must make payment promptly on demand for fees and charges due to the College or other parties helping deliver part of your Programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made in accordance with the College's practice at the time, and additional charges may be levied if payment is not made as required. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the College. If any fee or charge remains outstanding after the due date, the College reserves the right to terminate this Agreement. The College may take such action (including legal action) as it deems necessary to recover such fee or charge. In addition, where there is non-payment of fees the College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so, this may include, excluding you from the College, prevent you sitting examinations, withhold certificates, prevent your re-enrolment and / or exclude you from ceremonies but will not apply an academic penalty.

iii. You agree that the full fee is payable if you decide not to complete the Programme and that refund of fees will only be made in accordance with the provision set out in the Tuition Fee Policy 2027/28.

iv. Other costs associated with completion of your Programme, both mandatory and optional costs, are as set out in the course information available on the College website.

## 4. Other Obligations and Expectations

| i. Programme and learning environment | |
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| **You can expect the College to:** | **The College expects you to:** |
| Act openly and in good faith at all times. | Be honest and truthful in all your dealings with the College. In particular, you should note that this Agreement can be terminated if it is discovered that you have made false statements to the College or have failed to disclose significant information. |
| Make reasonable efforts to provide you with the tuition and learning support associated with your Programme with reasonable care and skill. | Take responsibility for your own learning, working in partnership with staff to become a self-reliant, independent learner. |
| Make reasonable efforts to deliver your Programme. | Pursue your studies diligently, contributing effectively to your Programme and not to hinder the studies of others. |
| Let you know as soon as possible if the College needs to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus. | Attend teaching and learning events (lectures, seminars, tutorials, work placements etc.) associated with your Programme, subject to absence for medical or other agreed reasons. Unauthorised absence can lead to disciplinary action and/or exclusion. |
| Give you access to all formal College policies, including regulations, codes of practice and guidelines, within which your Programme will be delivered. | Familiarise yourself and comply with relevant College rules and regulations, including those relating to your Programme and the award for which you are enrolled. |
| Make available appropriate infrastructure to support your learning, including teaching and learning space, library and IT facilities. | Make appropriate use of all the resources available, including staff, other students and library and IT facilities, and comply with the College usage policies. |
| Provide clear information about your Programme and modules, and about the College's expectations of what you need to achieve to complete your Programme successfully. | Be aware of the information provided to you about the College and your Programme and know where to look for reference to detailed information and guidance. |
| Communicate with you by post or via your College email address as appropriate. | Check your College email account regularly and frequently both during and outside of term time. |
| Return marked work in a timely manner and according to the guidance set out in the College's Academic Regulations. | Complete and submit by the required deadlines any work to be assessed as part of your Programme, including any assignments, laboratory or project work related to individual modules. |

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| Encourage a professional and responsible learning environment and suitably support you, academically and pastorally. | Play an effective part in the academic community and respond to requests to give your opinion about your learning and other experiences at the College. |
| Carry out regular monitoring of the quality of learning and teaching offered as part of your Programme. Where sponsored by an employer this may include sharing monitoring information with the employer. | Contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students. |

| **ii. Accountability and conduct** | |
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| **You can expect the College to:** | **The College expects you to:** |
| Treat you professionally and with respect. | Co-operate with members of staff and behave appropriately, responsibly and with respect; not to harass any other student, staff or member of the public; and to refrain from causing damage to property at all times whilst you are a student of the College.<br>To act in accordance with any reasonable instructions or requirements issued to you from time to time by, or on behalf of, the College. |
| Act in accordance with College procedures and Academic Regulations:<br><br>1. give you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you; and<br>2. operate a fair and transparent disciplinary procedure. | Be aware of the College's procedures and Academic Regulations, including the rules relating to submission of mitigating circumstances, complying with deadlines by which representations have to be made. |
| Give you the right to be represented in the College's academic governance and to encourage student representation on relevant College committees, boards and working groups. | When acting as a student representative on College committees, take care to consult fellow students and to represent their views accurately and in a balanced way. |
| Take reasonable care to keep your personal details secure at all times, and to comply with the College's obligations under the applicable data protection legislation. | Ensure that the personal details the College holds about you, including your current term-time and home address, are accurate and updated as soon as they change. This will help the College to contact you quickly as and when needed. |

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| Conduct fair procedures for dealing with students who disclose criminal convictions either before or after enrolment, and other non-academic Programme requirements. | Disclose any unspent criminal convictions and cautions when applying to the College and during your studies. "Unspent convictions" are defined in the Rehabilitation of Offenders Act 1974.<br><br>For some programmes, including, but not limited to, social work, Initial Teacher Education, Early Years Studies and healthcare, you will also be required to disclose spent convictions and obtain a Disclosure and Barring Service check.<br><br>Your Programme may also be subject to other non-academic requirements set in the light of the expectations of relevant professional, statutory or regulatory bodies. Your continuing enrolment on such a Programme will be dependent upon your continuing to satisfy these requirements. |
| Make publicly available (and annually update if required) details of the tuition fees and any other expenses relating to all the Programmes of study offered by the College. | Make sure all tuition fees and other expenses relating to your Programme are paid by the due date and agree to be bound by the College's regulations on the payment of fees. |
| Provide you with a fair, equitable and supportive environment in accordance with the College'sEquity and Diversity policy. | Comply with College rules and regulations regarding student behaviour and attendance. |

*The college endeavours to be responsive to changes in the academic field so will maintain agility in its understanding of the use of artificial intelligence. To this end, students are advised to seek support and guidance within the organisation through course teams or academic coaches on its use and be mindful of the consequence of misuse stipulated in our Academic Misconduct Policy.*

## 5. Data Protection and Recording

i. The College will process your personal data in accordance with UK GDPR, the Data Protection Act 2018, and its Data Protection Policy. Processing is for purposes including delivery of your studies, administration, legal compliance, and alumni engagement. Special category data (e.g. health, ethnicity) will only be processed with your explicit consent or where permitted by law. For full details, see the College's Privacy Policy.

ii. You hereby give explicit consent for the College to check, verify or communicate with any Government department, agency or similar body, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the College.

iii. The College may record educational activities in which you may be involved. Please note that generally you are not entitled to record College educational activities yourself.

iv. The College must have consent from any identifiable person in video, photographs and data they wish to share via social media. Where you have a requirement to share images, video or data on personal social media, you must have explicit consent from any individuals featured.

v. Identifiable photographs, video and data for marketing, advertising or promotional use, including for social media, will only be used with your explicit consent. General images and data where individuals are not identifiable may be used without further consent.

## 6. Confidentiality

i. You undertake to keep confidential and not disclose to any third party, or use yourself (other than for the purposes permitted under or in accordance with this Agreement), any:

   a. confidential or secret information in any form directly or indirectly belonging or relating to the College, or its business or affairs and whether disclosed by the College and received by you or otherwise gathered by you and whether or not such information has been developed, modified or improved;
   b. any issues which you have experienced or are experiencing at the College or in relation to your Programme;
   c. any disciplinary or investigative proceedings;
   d. the terms of this Agreement;
   e. anything else which the College notifies to you as being confidential from time to time,

   (**Confidential Information**).

ii. These confidentiality obligations shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

   a. is publicly known at the time of disclosure; or
   b. becomes publicly known otherwise than through a breach of this Agreement by you; or
   c. can be proved by you to have reached you otherwise than by being communicated by the College including being known to you prior to disclosure, having been developed by or for you wholly independently of the College, or having been obtained from a third party without any restriction on disclosure on such third party of which you are aware, having made due enquiry; or
   d. is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that, where practicable, the College is given reasonable advance notice of the intended disclosure.

iii. You shall not use any of the College's Confidential Information for any purpose other than to perform your obligations under this Agreement.

## 7. Notices

i. Any formal notice relating to this Agreement must be in writing and may be delivered by hand, by post (including registered or recorded delivery), by email, or via a message addressed to you within your VLE account. For electronic notices, the College will use your official College email address and/or VLE inbox.

ii. A notice is deemed received when actually delivered by hand; on the date/time recorded by the registered/recorded delivery service; and for electronic communications, when delivered to your email inbox or VLE inbox, and no earlier than the next working day after dispatch. If we receive a delivery failure notification, deemed receipt is suspended until successful re delivery. Where a notice starts statutory or contractual time limits, those limits will run from the point you can reasonably access the notice; the College will act reasonably if technical issues prevent access.

iii. The College may also draw your attention to important information through announcements on the College's website, VLE and through messages displayed on the computer desktop displayed when you log-on to the

College network. Messages posted solely as website announcements or desktop log-on messages do not constitute formal notice but may supplement formal notice.

iv. You may give any notice required by this Agreement by post (details on the College's website) or by email to the Director of Quality Innovation - hequality@blackburn.ac.uk. The College will acknowledge electronic notices and, on request, postal notices. The College's complaints and appeals procedures (including contact details and timelines) are available on the website/VLE and will be highlighted to you at offer and enrolment stages.

## 8. Intellectual Property

i. In the interest of encouraging innovation, entrepreneurship, and development of new ideas by its students, the College does not assert ownership over intellectual property rights developed, made or created by its students in the course of their study or research at the College. Examples of intellectual property include but are not limited to software, designs and research papers.

ii. The College either owns or has licensed to it the intellectual property in all Programme materials produced by the College or on its behalf and such materials should only be used for your own personal study purposes. For the avoidance of doubt, they shall not be reproduced or otherwise used for commercial gain without the College's prior written consent, which consent may be subject to a separate written agreement. Examples of programme materials include, but is not limited to, lecture slides, created materials and handouts

iii. In some instances, where working with employers, you may be asked to sign a confidentiality agreement which you will be bound by. Any requirements of this kind will be explained to you before you agree to participate in such projects.

## 9. Complaints

i. If you wish to make a complaint about the College, you must use the College's complaints and compliments procedure which includes formal and informal options which students can use to resolve complaints. This procedure has been devised to help to resolve any complaints by you as promptly and fairly as possible. The College complaint procedure is available from the College website or from 'The Hub' which is based at the main College reception.

Once you have reached the end of the College process, if you remain dissatisfied, you may refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA), an independent body that reviews complaints free of charge. You must normally do this within 12 months of receiving your Completion of Procedures letter. Further information is available at www.oiahe.org.uk.

## 10. Termination

a. This Agreement will end automatically if you withdraw, complete your Programme, or are required to withdraw in accordance with the College's disciplinary or academic regulations, or for non-payment of fees in accordance with the College's published fee policy.

ii. The College may terminate this agreement only for serious reasons including:

a. you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme;
b. between accepting the Offer and starting your Programme there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on your Programme;
c. The College become aware of information about you which the College did not know before and which, in the College's reasonable opinion, makes it inappropriate for you to study on your Programme;
d. in the College's reasonable opinion you have failed to provide the College with all relevant information, or have supplied false or misleading information, relating to your application for your Programme;

e. your behaviour represents a significant risk to the health, safety or welfare of yourself or others;

f. you have committed a material breach of this Agreement which is irremediable or, if remediable, you have failed to remedy within such period of time that the College has afforded you;

g. you repeatedly commit breaches of this Agreement such that the College is of the opinion that your conduct is not commensurate with an intention to comply with this Agreement;

h. if your continuing enrolment at the College puts the College in breach of any of its legal obligations to comply with UK immigration requirements.

If termination occurs, you may complain under the College's Complaints Procedure and at the end of the process, if dissatisfied, escalate to the Office of the Independent Adjudicator (OIA) within 12 months of receiving a Completion of Procedures letter.

iii. If you fail to meet the conditions of the Offer or if you have not already enrolled at the time of termination the College shall be entitled to refuse to enrol you on your Programme. If, at the time of termination you have enrolled, the College shall be entitled to require you to stop studying on your Programme and leave the College immediately.

iv. On termination, you are required to return all property owned by the College. You must pay all outstanding fees immediately.

v. Any action the College takes under the above provisions will not restrict its ability to take any other action against you that the College have the right to take.

vi. The College will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the College to terminate this Agreement or disciplinary action by the College (provided the action by the College is taken properly in accordance with these Terms or the College's procedures).

vii. Termination of this Agreement howsoever arising shall not affect any provisions coming into or continuing in force which are to do so either expressly or by implication.

## 11. Cancellation Rights

**Right to Cancel**

i. For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this Agreement constitutes an 'off-premises' contract or 'distance contract', then as a consumer you have a statutory right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire the earlier of 14 days from the day you received the material information relating to your course for which you have accepted the Offer of a place or 14 days from you signing the liability form at enrolment.

ii. To exercise the right to cancel, you must inform the College of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post or email). The College's preference is for you to send an email including the word 'cancellation' in the subject to admissions@blackburn.ac.uk.

iii. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effect of Cancellation**

iv. If you cancel this Agreement as set out above, the College will reimburse to you all payments received from you.

v. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this Agreement.

vi. The College 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.

**Cancellation After the Statutory Cancellation Period**

vii. If you cancel the Agreement after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the Agreement (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the College's Tuition Fee Policy 2027/28.

**Courses that Begin Within the Statutory Cancellation Period**

viii. If your course is due to begin within 14 days of the date on which you receive the material information or sign the liability form, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the Agreement within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation, as set out in the College's Tuition Fee Policy 2027/28.

## 12. General

i. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, undertakings and any other communication, document or representation made between the parties, whether made in writing or orally. All representations, warranties, terms and commitments not expressly set out in this Agreement (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law and each party agrees that it shall have no remedies in respect of them.

ii. This Agreement is only enforceable by you and the College. No other person shall have any rights in connection with this Agreement. You are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party. The College may assign, transfer, charge, subcontract or deal in any other manner with this Agreement or any of its rights and obligations under it without your prior consent. Neither party intends that any of the terms of this Agreement will be enforceable by any third party, by virtue of the Agreements (Rights of Third Parties) Act 1999.

iii. If you breach this Agreement and the College chooses not to exercise any right which it may have against you, that shall not prevent the College from taking action against you in the future in respect of that breach or any further breaches by you.

iv. If any part of this Agreement is invalid, the rest remains in force. The invalid part will be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed severed.

v. Except as expressly provided for in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

vi. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

vii. This Agreement shall be governed by and construed in all respects 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.