

HE Students Terms & Conditions of Registration

About us and our contract with you

Please note these terms and conditions are currently under review and may be amended to align to new OFS recommendations. Any changes to this document will be made available by the 2nd of September 2024 for your review before the commencement of your course.

This document contains important information about the provisions of the legally binding contract which will be formed between you and Bromley College of Further and Higher Education trading as London South East Colleges (LSEC) if you accept an offer of a place on a course at the College.

The contract will contain legal rights and obligations for you and the College. You should take time to read this document carefully and understand its contents before you accept an offer of a place on a course as the contract will become legally binding on you and us at that point, including your obligation to pay course fees and to comply with our regulations, policies and procedures.

Your attention is drawn in particular to the following sections:

- Conditions with which You Will Need to Comply (section 2)
- Your Right to Cancel the Contract (section 4)
- Your Obligations (including for payment of fees) (section 6)
- When we Can Make Changes to the Contract (section 8)
- Ending the Contract (section 10)
- Our Liability to You (section 11)
- Signature by You (section 16)
- Appendices (policies, cancellation form and HE delivery information)

If you have any questions, please contact studenthub@lsec.ac.uk or HE@LSEC.ac.uk, HE Admissions Registrar, Hayah.Ballesteros@lsec.ac.uk or call 0203 924 4000 before you accept your offer.

- 1.1 Bromley College of Further and Higher Education trading as London South East Colleges (LSEC) (the “**College**”)
- 1.2 We will issue you with an offer letter which will provide you with information about the College’s offer of a place on a course to study with us (the “**Offer Letter**”). The Offer Letter will provide you with important information about the contract between us and will explain how our contract is formed.

When you accept an offer of a place on a course, following the instructions for acceptance set out in the Offer Letter within any time specified for acceptance, a legally binding contract will be formed between the College and you for the provision of your course and related services.
- 1.3 The contract is made up of the following documents:
 - 1.3.1 your Offer Letter which will set out details of your place on a course of study with us including important information about:

- 1.3.1.1 the course, tuition, assessment and related services with which you will be provided.
- 1.3.1.2 the fees and any additional charges payable for the course.
- 1.3.1.3 the duration of the course; and
- 1.3.1.4 details of any conditions that will apply to you (see further section 2 below).

1.3.2 these terms and conditions.

1.3.3 the regulations, codes, policies and procedures listed on the College website .

1.3.4 **Schedule 2** Information Requirements under the Consumer Contract Regulations 2013

together the “**Contract**”

1.4 The Contract will continue for the duration set out in the Offer Letter unless terminated or extended in accordance with these terms.

2. CONDITIONS WITH WHICH YOU WILL NEED TO COMPLY

2.1 The Offer Letter will set out any specific requirements with which you will need to comply as a condition of admission, enrolment and/or progression and continuation on the course.

2.2 For some programmes this may involve a DBS check or other related regulatory checks. Details on specific programmes are included on the College website.

2.3 If you fail to comply with any of these requirements or fail to provide us with satisfactory evidence that you have complied with these requirements, we may terminate the Contract as set out in section 10.

3. PROVISION OF INFORMATION BY YOU

3.1 It is your responsibility to ensure that all information with which you provide us, or which is provided on your behalf, at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and is not misleading.

3.2 Failure to comply with this requirement may result in us withdrawing your offer of a place on a course or suspending or terminating our contract with you.

4. YOUR RIGHT TO CANCEL THE CONTRACT (where you are entering into this contract online or at a distance, i.e. not on College Premises)

4.1 You have a legal right to cancel the Contract without giving any reason at any time within 14 days of the acceptance of the Offer (the “**Cancellation Period**”).

4.2 To cancel the Contract, you must clearly inform us of your decision to cancel before the Cancellation Period has expired.

4.3 You may use the model cancellation form attached as **Appendix 1**. You must notify us of your decision to cancel by letter or email or you can call us on 0203 954 4000. If you wanted to contact us by email, letter or by telephoning us please use the following addresses:

- sending a letter to LSEC for the attention of HE Admissions Registrar
- sending an email to HE@LSEC.ac.uk or
- calling 0203 954 4000

4.4 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. We do not have to have received it before the expiry of the Cancellation Period.

4.5 If you cancel the Contract within the 14 day Cancellation Period, we will reimburse any course fee payment (including any deposit) received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel. Refunds will only be made to the person who paid the fees unless written authorisation is provided to the contrary from that person.

4.6 We may start to provide you with services under the Contract before the end of the Cancellation Period if you request us to do so, for example if you are only applying to us very soon before your course is due to start. This will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once we have started to provide services under the Contract to you, then we will be entitled to deduct from any refund a fair amount to reflect the services you will actually have received until you notified us of your wish to cancel. T

5. OUR OBLIGATIONS

5.1 We will provide the following services to you with reasonable care and skill, and where appropriate together with our HE Partners

- deliver the course specified in the Offer Letter
- provide teaching, assessment and feedback.
- provide, where applicable, access to learning and pastoral support as appropriate and in partnership with our HE Partners and other organisations e.g. DSA applications.
- Explain the academic requirements of the programme to you.

5.2 We will notify you of changes to the Contract as soon as reasonably practicable in accordance with details provided below.

5.3 Our obligations to you can also be found in the **Student Protection Plan** available on the College website and detailed in Appendix 2 below.

6. YOUR OBLIGATIONS

6.1 You are required to:

6.1.1 comply with the terms and conditions of the Contract.

6.1.2 keep all information provided to us (including your contact details) up-to-date and notify us promptly of any changes in your information.

6.1.3 meet any and all conditions set out in the Offer Letter and (where relevant) continue to satisfy them throughout the period of your enrolment.

6.1.4 use all efforts to fulfil all the academic requirements of your programme in accordance with this Contract, including the submission of programme work and other assignments, attendance at examination and attendance at lecturers, seminars and any other such teaching sessions provided by the College and/or our HE Partners.

6.1.5 enrol with us at the start of your course and re-enrol each academic year.

6.1.6 pay all course fees and any additional charges when due.

6.1.7 comply with the codes, regulations, policies and procedures as amended from time to time listed on the College Website and detailed in Appendix 2 below.

7. COURSE FEES AND ADDITIONAL CHARGES, PAYMENT AND REFUNDS

7.1 The course fees and any additional charges payable by you for the course are set out in your information provided with your Offer Letter.

7.2 Your obligations under the Contract include paying all course fees and additional charges when due. Details of when and how you are required to make payments are set out in the Offer Letter.

7.3 You will not have been deemed to have completed enrolment until the College has received payment of your tuition fees, either in full or the first instalment, or satisfactory evidenced has been produced that such fees will be paid by a sponsoring authority.

7.4 In the event your programme fees have not been paid in full by their due date, the College shall be entitled to refuse to permit you to continue on your programme of study and terminate this Contract.

7.5 Where arrangements have been made for a third party (such as the Student Loan Company and/or a sponsor/employer) to pay your course fees and/or any additional charges, you will be liable for payment of such fees and charges in the event of their non-payment when due by the third party.

7.6 As provided for in the **Tuition Fee Policy** we may charge an administration fee on late or unpaid course fees. Debt collection and legal fees may also be recovered from you.

8. WHEN WE CAN MAKE CHANGES TO THE CONTRACT

8.1 Whilst the College will always try and minimise making changes to the Contract (including changes to the services and/or course, there may be times where changes are needed. This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-Contract information

- 8.2 If any information that we may have given to you at the time you were researching the College and making an application for the course changes by the time we send out our offer, we will highlight details of those changes in the Offer Letter.
- 8.3 By accepting our offer, you will be confirming that you are accepting our offer on the basis of the changes documented in the Offer Letter. These changes may be instigated by the College or our partner universities or awarding organisations.

Types of changes that could occur and which we may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners.
- unavoidable changes in our academic or student support staff.
- where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient student numbers to make the course viable, we may need to combine, alter or discontinue a course;
- where we advised that the course was subject to approval/accreditation/validation at the time we advertised the course, if approval/accreditation/validation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a course
- changes that are required by law and/or government regulations and/or guidance.
- changes that are required as a result of a regulatory requirement that the College, as a provider of educational services, is required to comply with.
- changes that are required by a statutory, regulatory and/or professional body and/or another regulator.
- changes that are required by a validating or accrediting body.
- reasonable changes to the content and teaching provided on the course.
- changes to the timetable for delivery of your course, changes to the number of classes/lectures and/or other teaching activity relating to the course or to the methods by which the course is delivered and/or assessed which are reasonably needed due to events beyond our control such as Government guidance or regulations or health & safety concerns, for example during a pandemic or national or local health warning/lockdown;
- changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 restrictions. We may, for example, need to change delivery methods (e.g. by moving towards a greater percentage of distance learning) and make appropriate adjustments to how we provide the services to you to meet these requirements. We may need to make these changes with limited notice for health and safety reasons, but we will always seek to provide you with as much notice of any such changes as we can.
- changes to the availability of pastoral support services or to the methods by which pastoral support services are made available which are reasonably needed due to events beyond our control such as Government guidance or regulations or health & safety concerns, for example during a pandemic or national or local health warning/lockdown;
- changes administer and implemented by our University Partners and/or Awarding Bodies in relation to the delivery mode, method and location as referred to within their business continuity and related policies which are available on their websites.

Details of changes that may apply during a pandemic or health related matter which results in a national or local lockdown directed by central or local government and Public Health England, are contained within the **HE Delivery Model Information Paper** on the College website and linked within Appendix 2 below.

Changes after you have entered into the Contract with us

8.4 Where we need to make changes to the Contract including to our services or courses after our Contract has been formed, we will, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section. The College is always looking to improve and enhance our students' experience with us, and we will engage in dialogue with our students throughout their studies and will actively seek feedback from our students about how we can improve our service delivery to our students.

8.5 The circumstances that we described above are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including our services and courses) and we have provided you here within this section, illustrative examples of the type of changes that may arise.

When we can make changes to the Contract

8.6 We can make changes to our Contract, including to our services, courses and Student Handbook as follows:

- to reflect changes in the law and/or professional, regulatory and/or statutory body requirements.
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body.
- to comply with any requirement set by the Office for Students and/or any funding body and/or other regulatory body.
- to comply with accrediting body or validating university requirements.
- to deal with unavoidable changes in our academic and/or support staff.
- to address and/or to take steps in response to a security threat.
- to incorporate sector good practice and/or guidance.
- in light of student feedback and/or external examiners' feedback.
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements.
- to reflect minimum enrolment numbers / fall in future enrolment numbers.
- in light of the withdrawal or amendment of any relevant accreditation or validation.
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 or similar pandemic restrictions. We may, for example, need to change delivery methods (e.g. by moving towards a greater percentage of distance learning) and make appropriate adjustments to how we provide the services to you to meet these requirements. We may need to make these changes with limited notice for health and safety reasons, but we will always seek to provide you with as much notice of any such changes as we can.
- to reflect changes made by our partner universities, primarily in line with similar changes the College can implement.

What type of changes may be made?

8.7 The reasons in section 8.6 above may result in a number of different changes being made by us in response. We have set out in this section some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions will apply depending on the type of change that is anticipated at the time.

Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your course.
- reasonable changes to the number of classes/lectures and/or other teaching activity relating to the course.
- reasonable changes to the methods by which the course is delivered and/or assessed (e.g. by moving from an in-person to virtual format).
- reasonable changes to the content and/or syllabus of the course.
- reasonable changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality
- changes to the location of your course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us.
- additions and/or withdrawals of certain non-core modules on your course.
- changes to reading lists to deal with changes in the relevant subject area relating to your course to ensure the same remain as up to date as possible.
- procedural changes to our Programme Handbook that help improve the course and/or services to your benefit.
- changing the order of how we delivery modules to you. This might be necessitated to allow us to give you the best experience, e.g. to move a non-practical module to a later date if there are ongoing COVID-19 or similar pandemic disruptions and restrictions in place.

Major Changes (non-exhaustive list of examples)

- significant changes to the way that we teach, deliver, assess a course and/or provide pastoral support services (for example, moving to online delivery or changing the percentage of online and in-person delivery) to ensure that we are continuing to provide that course to you lawfully and/or to maintain academic standards and quality or to otherwise reflect any Government restrictions (such as in relation to COVID-19 or similar pandemic disruption) or to protect the health and safety of our student cohort;
- additions and/or withdrawals of certain core/compulsory modules on your course.
- to implement more significant changes to our courses such as adjusting teaching methods to account for any practical restrictions in the way that we operate in light of COVID-19 or similar pandemic disruption.
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us.
- significant changes to the location and/or specification of your course teaching facilities, which could include moving the course to a different campus or a location that is not located near the original delivery campus.
- to make significant changes to our Programme Handbook where the same are not to your benefit.

How we will tell you about changes to the Contract

8.8 For minor changes, you will be notified by your programme tutor via email or through messages posted on the VLE or similar platform. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

8.9 For major changes, you will be notified via your programme tutor via email or through the messages posted on the VLE or College website. This may also include notifications received from our Partner Universities posted on their websites or emailed to the HE Director. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

Pre-commencement of Course

8.10 There may be times where we need to discontinue a course or decide not to provide a course or to merge or combine a course with other courses of study if such action is reasonably considered to be necessary by the College. If the College takes such action prior to the course commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to the College. In these circumstances you will be entitled to a refund of any deposit/Fees which you have paid to the College.

Post-commencement of Course

8.11 There may also be times where we need to discontinue a course or to merge or combine a course with other courses after a course has commenced, if such action is required as a result of one of the reasons set out in this section.

8.12 If this applies, we will take reasonable steps to seek to:

- offer you a place on an alternative course at the College (subject to place availability and you complying with the requirements of admission to and enrolment on that course); or
- (at your request) assist you to join another course at another provider, and
- (if appropriate), issue you with a refund of the Fees paid.

9. INTELLECTUAL PROPERTY

You shall own any intellectual property you generate and provide to us during your programme. The original assessment materials are retained for six years by the College or Higher Education Institution in order to evidence the qualification standards having been met.

10. ENDING THE CONTRACT

10.1 **WE MAY TERMINATE THE CONTRACT** on notice to you as a result of:

10.1.1 us becoming aware that information you have provided to us, or which has been provided on your behalf, is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading.

10.1.2 you are failing seriously to comply with your obligations under the Contract.

10.1.3 you failing to comply with and/or to meet specific requirements of your course and/or any conditions as specified in your Offer Letter.

10.1.4 your circumstances changing so that you no longer have permission to remain in the UK, you acquire a relevant criminal conviction or developing a health condition that prevents you from meeting the occupational health requirements of your course.

10.1.5 you failing to enrol or re-enrol on your course by the deadline notified to you.

10.1.6 you failing to meet the required standard of performance of or progression on your course as prescribed by academic and professional suitability requirements.

10.1.7 failure to pay your course fees and/or any additional charges when due including failure by a third party to pay on your behalf; and/or

10.1.8 where your continued enrolment poses a serious risk to your health, safety and/or welfare, or that of others, which the College is unable to take reasonable steps to mitigate.

10.2 Where we terminate the Contract as permitted in section 10.1 above, you may be entitled to a refund of a proportion of any directly pre-paid course fees on a pro rata basis for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in line with the HE Refunds & Compensation Policy as listed in **Appendix 2** below.

10.3 **YOU MAY TERMINATE THE CONTRACT** in the following circumstances:

10.3.1 where we make a major change to the Contract under clause with which you do not agree, with exception to events out of our control.

10.3.2 where you have accepted either a Firm or Insurance offer with us and you decide not to study with us before your course starts (e.g. because you take up a place at another provider); and/or

10.3.3 at any other time without reason.

10.4 In the event you terminate the Contract as permitted in section 10.3 above, the following arrangements will apply:

10.4.1 where you terminate the Contract as permitted in section 10.3.2 above, a full refund of any course fees and additional charges you may have already paid (if any) will be reimbursed]; and

10.4.2 where you terminate the Contract as permitted in section 10.3.1 or 10.3.3, you may be entitled to a refund of a proportion of any course fees paid for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid).

The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination. Any refunds will be subject to conditions detailed in within the **HE Refund & Compensation Policy**, as listed in **Appendix 2**.

10.5 Please note that if the Contract is terminated, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that its liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of your loan.

10.6 If a third party pays your fees on your behalf, we may pay any refund directly to that third party.

11. **OUR LIABILITY TO YOU**

11.1 If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

- 11.2 We cannot accept responsibility and we will not be liable to you for:
- 11.2.1 any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence.
 - 11.2.2 work submitted for assessment that is not returned.
 - 11.2.3 personal injury or death except in so far as it is caused by our negligence; or
 - 11.2.4 loss of opportunity and loss of income or profit, however arising.
- 11.3 We do not exclude or limit in any way our liability for:
- 11.3.1 death or personal injury caused by our negligence or the negligence of our staff, agents or subcontractors.
 - 11.3.2 fraud or fraudulent misrepresentation; or
 - 11.3.3 any other matter which we are not permitted to exclude or limit our liability by law.
- 11.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an Event Outside Our Control as set out in section 12.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.
- 12.2 An **Event Outside Our Control** means any act or event beyond our reasonable control including without limitation:
- 12.2.1 strikes, lockouts or other industrial action by third parties.
 - 12.2.2 strikes, lockouts or other industrial action by our employees;]
 - 12.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster or “act of god”, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 12.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 12.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control.
- 12.4 Should an Event Outside Our Control interfere with our ability to deliver your course or any pastoral services, we will use reasonable endeavours to minimise the disruption caused to you.

13. HOW WE USE YOUR PERSONAL INFORMATION

13.1 The College's **GDPR Policy and Privacy Notice** is available on the College website and listed below in **Appendix 2**. The College will only process your personal data in accordance with (i) the specific purposes as outlined in the College Policy (as amended from time to time); and/or (iii) as otherwise as permitted by the Data Protection Act 1998 and GDPR Regulations of 2018.

13.2 The College holds information about all applicants to the College and all students at the College. The College uses the information provided by applicants and/or students (including information from application forms):

13.2.1 to administer applications; and

13.2.2 to compile statistics about applicants and/or students that may be published or passed to third parties for legal and operational purposes. This may include government bodies, Office for Students, Higher Education Statistics Agency (HESA) or equivalent bodies, Home Office, Student Loans Company, and Partner Universities.

13.3 If your application is successful, the College will also use the information: -

13.3.1 to deliver your programme and provide educational services to you, to administer your studies, to provide you with College facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;

13.3.2 to send communications to you.

13.3.3 to process any payments made by you to the College.

13.3.4 for credit scoring, credit assessment, debt tracing or fraud and money laundering prevention and the College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations or solicitors as appropriate.

13.3.5 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and

13.3.6 for other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni Programme).

13.4 In certain circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the College's rights, property, or safety of our employees, students or others.

14. OTHER IMPORTANT INFORMATION

14.1 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 14.2 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 14.4 Our contract is governed by English law. You and we both agree to submit to the non- exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

15. COMPLAINTS

- 15.1 A copy of our **HE Complaints Policy and Procedure** is available at on the College website and listed below in **Appendix 2**.
- 15.2 If you have a complaint about the College, you should follow the College's **HE Complaints Policy and Procedure** which can be found on the website. This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.
- 15.3 If the complaint cannot be resolved to the satisfaction of the student, they may apply for a review of their case to the relevant University by contacting the relevant Assistant Registrar. If, after consideration of the case by the partner University the complainant continues to be dissatisfied, they can make a formal complaint to the Office of the Independent Adjudicator for Higher Education (OIAHE). For more information go to: <http://www.oiahe.org.uk>

All academic appeals regarding final results are made directly to our relevant Partner Universities via the links below.

[Academic appeals - Canterbury Christ Church University](#)

[Student Academic Appeals and Complaints | Student Services | University of Greenwich](#)

16. Approval of HE Students Terms and Conditions of Registration

Please sign to confirm that you have read and agreed to these Terms and Conditions

I confirm that I have read and agree to these HE Terms and Conditions of Registration and note the appendices attached and the policies and procedures referred and linked within Appendix 2.

Signed: _____

Name (PRINT) _____

Course/Programme: _____

Date: _____

Please return signed approval page to HE@LSEC.ac.uk

Appendix 1

Cancellation Form

After you have accepted your offer of a place, you have the right to cancel your acceptance within 14 days without giving any reason under the Consumer Contract (Information Cancellation and Additional Payments) Regulations 2013. The cancellation period will expire after 14 days from the date we receive your acceptance.

If you cancel your acceptance within the 14 day cancellation period, we will reimburse to you all payments received from you without undue delay, and in any event not later than 14 days after the day on which you inform us of your decision to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you start your programme during the cancellation period, the College and our Partner Universities will charge you a reasonable sum for the programme provided.

You can cancel your acceptance by informing the HE Admissions Office by email

at HE@LSEC.ac.uk

or by writing to HE Registrar, London South East Colleges University Centre, LSEC, Rookery Lane, Bromley, BR2 8HE

Please include the following information when submitting this form:

I give notice that I cancel my offer of a place to study on the _____ programme.

Name of Applicant:
Address of Applicant:
Student or UCAS number:
Signature of Applicant/Student (if cancellation is by letter)
Reason for cancellation (optional):

Please note, if you have applied via UCAS there are UCAS regulations that both the University and applicants need to take into account when making any changes to an application to study. The UCAS website has guidance on '[Making Changes](#)' and any actions you need to make or be aware of. Please ensure that you refer to the UCAS website for further advice www.ucas.com. Nothing in these regulations will remove your right to cancel under the [Consumer Contract \(Information, Cancellation and Additional Payments\) Regulations 2013](#).

Appendix 2

List of Regulations, Codes, Policies and Procedures referenced and applicable to this Contract and can be found on the London South East Colleges website [Policies and Procedures \(lsec.ac.uk\)](http://lsec.ac.uk)

HE Specific Student related policies and procedures

- Admissions Policy and Procedure
- Information for HE Applicants
 - HE Delivery Model Information Paper September
 - Tuition Fees, Payments and Other Charges Policy
- Student Finance England Guide to Student Loans
 - Higher Education Refunds and Compensation Policy
- Access & Participation Statement
- HE Student Transfer Policy
- LSEC Student Protection Plan
- Students Appeals Procedure
- Fitness to Study Policy & Procedure
- Higher Education Complaints Policy and Procedure

General Policies

- Safeguarding Policy (Child Protection and Adults at Risk Policy & Procedure)
- Safeguarding documents and guidance
- LSEC Single Equality Scheme
- Modern Slavery Policy
- GDPR Privacy Statement
- Group GDPR Policy
- Group EDI Statement of Intent
- LSEC Health & Safety Policy

External Links

<https://www.officeforstudents.org.uk/> <https://www.oiahe.org.uk/> <https://www.gov.uk/disabled-students-allowances-dsas>

Schedule 2 Information Consumer Contract Regulations 2013

- (a) the main characteristics of the goods, services or digital content, to the extent appropriate to the medium of communication and to the goods or services.
- (b) the identity of the trader (such as the trader's trading name).
- (c) the geographical address at which the trader is established and, where available, the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate efficiently.
- (d) where the trader is acting on behalf of another trader, the geographical address and identity of that other trader.
- (e) if different from the address provided in accordance with paragraph (c), the geographical address of the place of business of the trader, and, where the trader acts on behalf of another trader, the geographical address of the place of business of that other trader, where the consumer can address any complaints;
- (f) the total price of the goods, services or digital content inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- (g) where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable.
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs.
- (i) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate.

- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods, to perform the services or to supply the digital content.
- (k) where applicable, the trader's complaint handling policy.
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with the CCRs.
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
- (n) that, if the consumer exercises the right to cancel during the cancellation period (where their consent has been provided to perform the services during the cancellation period), the consumer is to be liable to pay the trader reasonable costs in accordance with the CCRs;
- (o) where there is no right to cancel or the right to cancel may be lost under the CCRs, the information that the consumer will not benefit from a right to cancel, or the circumstances under which the consumer loses the right to cancel;
- (p) in the case of a sales contract, a reminder that the trader is under a legal duty to supply goods that are in conformity with the contract.
- (q) where applicable, the existence and the conditions of after-sale student assistance, aftersales services and commercial guarantees.
- (r) the existence of relevant codes of conduct, and how copies of them can be obtained, where applicable.
- (s) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract.
- (t) where applicable, the minimum duration of the consumer's obligations under the contract.
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader.
- (v) where applicable, the functionality, including applicable technical protection measures, of digital content.
- (w) where applicable, any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it