

EDA COLLEGE



EDUCATE | **D**EVELOP | **A**CHIEVE

STUDENT TERMS AND CONDITIONS

For Direct Registration Students¹

Version Control/History

Document Title	Student Terms and Conditions – Direct Registration Students
Policy Reference	EDA-T&C-DIRECT-01
Version	1.1
Approved by	Board of Governors
Date of Approval	11 September 2026
Next Review Date	September 2027
Policy Owner	Operations Manager
Applies To	Prospective and registered students who enrol directly with EDA College Ltd for a programme that is outside the College's subcontractual arrangement with Birmingham Newman University ("the University"). Does not apply to students registered on programmes delivered under that arrangement, who remain subject to the separate Student Terms and Conditions (Version 1.3) published for that cohort.

¹These Terms and Conditions are adapted from the College's Student Terms and Conditions (Version 1.3) for students who register directly with EDA College for qualifications awarded by an awarding organisation other than Birmingham Newman University. They apply from the 2027/28 academic year and will be reviewed before use with any cohort

Contents

Definitions.....	3
Introduction.....	4
Applications.....	4
Immigration.....	5
Conditions of Admission and Enrolment.....	5
Fees.....	6
Other Charges.....	7
Cancellation Rights.....	7
Changes to Your Programme.....	7
Education Provision.....	8
Complaints Procedure.....	9
Quality and Representation.....	9
Openness, Accountability and Conduct.....	9
Liability.....	9
Data Protection.....	10
Declaration of Acceptance.....	11

Definitions

The following terms have the meanings set out below wherever they are used (with initial capitals) in these Terms and Conditions:

the College	EDA College Ltd, a company registered in England and Wales (company number 08396422), which has applied for registration with the Office for Students (OfS). These Terms and Conditions take effect only from the date of the College's registration.
the Awarding Body/Organisation	The person or body responsible for conferring the qualification the College is working towards.
Programme	The specific course of study, leading to a named qualification, that the College is registered on or have applied for.
Offer	The offer of a place on a Programme made to you by the College, whether conditional or unconditional, and any accompanying documents referred to in it.
Contract	The agreement between you and the College formed in accordance with the Introduction section below, comprising these Terms and Conditions and the other documents referred to in Clause 1.
Academic Year	The College's academic year, as published on the College website for the Programme.
OfS	The Office for Students, the independent regulator of higher education in England.
PSRB	A Professional, Statutory or Regulatory Body relevant to the Programme.

Introduction

1. These Terms and Conditions represent an agreement directly between EDA College Ltd (“the College”) and you, a prospective or registered student, in relation to your studies on a Programme delivered by the College. They apply where you register directly with the College. By accepting the College’s offer of a place on a Programme (whether directly, through UCAS, or through any other applicable route), you accept these Terms and Conditions in full, which, along with:
 - i. your Offer letter from the College, including any conditions of Offer; (ii) the EDA College rules, regulations, policies and guidance located at <https://www.edacollege.co.uk/policies/>; and
 - ii. where stated in your Offer, the academic regulations, assessment requirements, or other requirements of the Awarding Body/Organisation, form the contract (“Contract”) between you and the College in relation to your studies.
 - iii. If you have any questions or concerns about these Terms and Conditions or the Contract, please contact the College’s admissions office by e-mail at: admissions@edacollege.co.uk.
2. Where your Programme leads to an award made by a body other than the College, your Offer will identify that Awarding Body/Organisation and confirm the basis on which the award is made (for example, as an accredited partner centre of NCC Education, which accredited the College on 10 September 2026).
3. By agreeing to these Terms and Conditions, you also agree to abide by all relevant PSRB terms and conditions in case your Programme also requires you to abide by PSRB terms and conditions.
4. In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall normally take precedence, save that:
 - a. where a matter concerns the academic standard, content, regulations, or assessment of your award, the requirements of the Awarding Body/Organisation (where the Awarding Body is not the College) shall take precedence in relation to that matter; and;
 - b. in the case of clinical or professional placement requirements, the requirements laid down by the relevant PSRB shall take precedence.

Applications

5. It is your responsibility to ensure that all of the information you provide to the College (and any other body, for example the Home Office, the Disclosure and Barring Service (“DBS”), or, where applicable, the Awarding Body) is true and accurate.
6. If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application, the College may withdraw or amend your offer, or terminate your registration, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the College.
7. The offer the College makes to you will be either conditional or unconditional. If your offer is conditional, the College will set out the conditions which you will need to fulfil in order to be admitted onto your chosen Programme. If you have not fulfilled the conditions of your offer before the date notified to you in your Offer or any other date notified to you, the College reserves the right to withdraw your offer.
8. There are also some terms (non-academic) which must be fulfilled by the deadline advised to you by the Admissions Team. Applicants allowed to enrol conditionally must complete these requirements as soon

as possible; if there are any issues identified on receipt of the additional requirements, or the applicant fails to engage with the requirements, their enrolment will be cancelled and, where applicable, the relevant student funding body will be informed.

9. Full details of any enrolment requirements will be provided to you.
10. You may be required, at the request of the College, to provide satisfactory evidence of your qualifications and/or your identification before admission or during your Programme. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your offer, the revocation of your enrolment as a student of the College, and the termination of the Contract. The College may also be required to inform the Student Loan Company.

Immigration

11. You will need to demonstrate, at the point of enrolment, that you have a valid immigration status to undertake your proposed Programme of study. If you fail to demonstrate that you have a valid immigration status, the College reserves the right to withdraw you from your Programme without liability to you.
12. You must take responsibility for ensuring that you comply with the terms of your visa/immigration status whilst studying at the College. If your visa/immigration status is not consistent with the requirements of admission/enrolment and student finance application for any reason, the College may interrupt or terminate your registration on your Programme.
13. On occasion, the College may need to contact the UKVI to clarify details on your visa/immigration status and/or previous immigration history. By accepting these Terms and Conditions of study, you consent to the College contacting the UKVI on your behalf and the UKVI releasing such information to the College.

Conditions of Admission and Enrolment

14. Your admission to the College, attendance on a Programme, and right to enjoy any of the privileges of membership of the College, including access to services and facilities (other than accommodation and any other service that has its own terms and conditions), is subject to you complying with the terms of the Contract and enrolling with the College.
15. If your Programme lasts for longer than one Academic Year, you must re-enrol at the start of each Academic Year of your Programme.
16. In compliance with the Competition and Markets Authority (CMA) guidance, the College sets out below important information about your offer.
17. If the College offers you a place and you accept it, a contract is formed between you and the College. Your rights and obligations to the College, and the College's obligations to you, arising under that contract are set out in the documents listed below, which form the Terms and Conditions of the student contract:
 - your Offer letter/email;
 - the College's policies and guidance;
 - programme requirements, shown for your Programme on the College's website; and
 - where applicable, the Awarding Body's programme specification and academic regulations.
18. Should there be any differences between publications, the College's website should be considered the most up-to-date and accurate authority, save that, where applicable, the Awarding Body's published regulations shall take precedence on matters of academic standard.

19. Applicants also need to be aware of, and comply with, the College's policies, including:

- The EDA General Academic Regulations
- EDA College DBS Policy
- Health and Safety Policy and Guidance
- General Conditions of Use of Computing and Network Facilities
- Data Protection Policy
- Equality and Diversity Policy
- Public Interest Disclosure Policy
- Anti-Bribery and Corruption Policy
- Student Charter and Student Disciplinary Policy
- Fitness to Study Policy
- Fitness to Practise Policy (where applicable to your Programme)
- Academic Integrity and Academic Misconduct Policy
- Fit and Proper Persons Policy

20. Once the conditions of your offer are met and your place has been confirmed, you will be sent information regarding Induction and Enrolment. The College reserves the right to refuse entry to applicants who have not completed satisfactorily all the requirements for admission. The College will inform an unsuccessful applicant of the reason admission was not given, and the applicant has the right to appeal against that decision.

21. Applicants who are unsuccessful may apply again in a subsequent year. Applications will be considered against the standard course entry criteria for that year of entry.

Fees

22. Information in relation to programme fees for the year that you intend to enrol can be found at <https://www.edacollege.co.uk/fees>.

23. If you accept an offer, you agree to pay all programme fees (and other related costs and expenses detailed to you) as and when they fall due, in accordance with the payment terms agreed by you and the College. If you fail to pay your programme fees as and when they fall due, the College reserves the right to withdraw you from your Programme without liability to you.

24. If the College considers an applicant's fee status is unclear from the information provided, a fee status questionnaire will be sent via email or letter. Applicants who fail to complete and return the questionnaire together with all supporting documentation required, by the given deadline, may be rejected.

25. The College has set its programme fee at £7,250 for each year from 2027/28 to 2030/31. For later years the College reserves the right to increase programme fees annually in line with inflation (including by amounts approved by external bodies including government departments or the Retail Price Index (excluding mortgage payments)) to take account of the College's increased costs of delivering educational services. If the College intends to increase your programme fees, it will notify you of this as soon as reasonably practicable.

26. You will not be deemed to have registered until your programme fees have been paid, a payment plan set up, or satisfactory evidence produced that such fees will be paid by a sponsoring authority or the

Student Loan Company. You will be personally liable to pay your programme fees if a sponsoring authority fails to do so.

27. In the event that your programme fees have not been paid in full by their due date, the College shall be entitled, but not bound, to refuse to admit you to continue on your Programme of study and terminate the Contract, without incurring any liability to you.
28. The College may pursue legal proceedings in relation to non-payment of programme fees.
29. If you have any concerns regarding payment or require further information about your programme fees (including the refund of programme fees), please contact the College's student finance office via finance@edacollege.co.uk.
30. Further information about fees and funding is available on the College's website, alongside the Student Loan Company and Office for Students websites.

Other Charges

31. In addition to your programme fees, you may incur additional expenditure on items such as (but not limited to) fieldwork, off-campus resources and specialist materials.
32. The College may pursue legal proceedings against you if you are in debt to the College. In addition, if you are in debt to the College (whether for tuition or other fees), you may be recorded as a debtor of the College in any reference requested from the College.

Cancellation Rights

33. You may cancel the Contract at any time in accordance with the information below.
34. In order to cancel the Contract prior to your enrolment at the College, you must notify the College via admissions@edacollege.co.uk.
35. After your enrolment, you must notify the College through the completion of the withdrawal form, which can be obtained through **EDAN, your student e-portal**.
36. If you cancel the Contract prior to your enrolment in accordance with the clauses above and have made any payment under the Contract, the College will provide you with a full refund as soon as reasonably possible.
37. After your enrolment, you will be entitled to a refund of programme fees if you withdraw within 14 days of the date of your first session of studies.

Changes to Your Programme

38. Due to the period between prospectus publication and enrolment, circumstances may change due to factors beyond the College's reasonable control, including, for example, national emergencies, and therefore it may sometimes be necessary to vary the terms or content of the Programme or services.
39. The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if it is required to make any significant changes to the Contract or your Programme (as described in your Offer) before you enrol with the College, the College shall bring these to your attention as soon as possible.
40. If the proposed change is significant and you are dissatisfied, you may either cancel the Contract and withdraw from the Programme without any liability to the College for the programme fees, or transfer to such other programme (if any) as may be offered by the College for which you are qualified.

41. Further details can also be found on the policy section of the College's website under the Student Protection Plan: <https://www.edacollege.co.uk/eda-policies/>.
42. Once you have enrolled as a student of the College, the College expects to deliver your Programme as per the terms of the Contract, but if, for any reason outside the College's control, the College is forced to discontinue your Programme, the College will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified.
43. If you are unhappy with the replacement programme provided by the College, or if the College is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the Programme without incurring any further liability for programme fees.
44. Following reasonable consultation with students, the College reserves the right to vary elements of your Programme from that described in the prospectus in order to improve the quality of educational services, to meet the latest requirements of a commissioning or accrediting body (including, where applicable, the Awarding Body/Organisation), in response to student feedback, and/or due to a lack of student demand for certain modules. If the College needs to make material changes to your Programme (such as the nature of the award or a material aspect of the curriculum), it will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from your Programme without any further liability to the College for programme fees, or transfer to such other programme (if any) as may be offered by the College for which you are qualified.
45. If you choose to cancel the Contract (and withdraw from your Programme) in accordance with this clause, the College will use reasonable endeavours to assist you in finding an alternative comparable programme with another higher education provider in the UK.

Education Provision

46. The College will deliver your Programme with reasonable care and skill, and explain the academic requirements of your Programme to you.
47. You must use all reasonable efforts to fulfil all the academic requirements of your Programme in accordance with the terms of the Contract, including submission of programme work and assignments, and attendance at examinations, lectures, seminars and any other such learning and teaching sessions provided by the College.
48. For the duration of your studies, you must also use the virtual learning environment and assessment submission portal specified for your Programme (for example, Moodle and Turnitin). You will need to ensure that you have appropriate hardware, such as a tablet or laptop, and access to Wi-Fi, to enable you to access the virtual learning environment.
49. You are expected to participate in the academic community, cooperating with fellow students to support each other's learning, and responding to requests to give your opinion about your learning and other experiences at the College.
50. If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the student disciplinary procedures, which can be found on the policies page of the College website: <https://www.edacollege.co.uk/eda-policies/>.

Complaints Procedure

51. If you have a complaint about the College, you should follow the College's complaints procedure, which can be found on the College website: <https://www.edacollege.co.uk/eda-policies/>.

52. This policy and procedure have been produced to help the College resolve any complaint you may have as promptly, fairly and amicably as possible.
53. If, having followed the College's complaints policy and procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education ("OIA"). If you are an applicant, you are not eligible to raise a complaint with the OIA under its rules.

Quality and Representation

54. You can expect the College to maintain formal policies and procedures, including regulations, codes of practice and guidelines.
55. We expect you to familiarise yourself with, and comply with, the relevant policies and procedures, including those relating to your Programme and the qualification you are working towards, particularly in relation to any PSRB or Awarding Body/Organisation requirements where applicable, and to read and understand information we provide about changes that may take place and what they mean to you.
56. We will give you the right to be represented in the College's governance, usually through the Students' Representation or Student Voice arrangements, to encourage and include student representation on relevant College committees, boards and other platforms.
57. We regularly monitor the quality of learning and teaching offered as part of your Programme and expect you to take up the opportunities we provide to enable you to give us your views and contribute to internal and (where applicable) external procedures for assuring the quality of learning, teaching and assessment.

Openness, Accountability and Conduct

58. The College expects you to share with the College any circumstances affecting your study in a timely manner. Such information will assist the College in supporting you with your studies.

Liability

59. Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's premises, the College cannot accept responsibility, and expressly excludes liability, for the loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
60. The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
61. The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College's reasonable control, including acts of God, war, terrorism, industrial disputes, fire, flood, storm and national emergencies (a "force majeure event"). If the College is the subject of a force majeure event, it will take all reasonable steps to minimise the disruption to your studies.
62. Nothing in these Terms and Conditions shall limit the College's liability to you for fraud or wilful default, or for death or personal injury caused by the College's negligence. Subject to the foregoing, the College shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

Data Protection

63. The College holds information about all applicants and students of the College. The College uses the information provided by applicants and students (including information from application forms) to administer applications and to compile statistics about applications and students that may be published or passed to government bodies or to the Higher Education Statistics Agency (HESA) or another designated data body of the Office for Students, where the College is required to make such returns.
64. If your application is successful, the College will also use the information to deliver your Programme and provide educational services to you, to administer your studies, to provide you with facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance our provision, including learning, teaching, assessment and the broader student experience. The College's Data Protection Policy can be found on the College website: <https://www.edacollege.co.uk/eda-policies/>.
65. Photography and filming are carried out in accordance with data protection legislation, under the lawful basis of 'legitimate interests', with the exception of photography/filming for student assessment and identification purposes, which is carried out 'for the performance of a contract'. Students are asked to sign the consent form for photography and filming under the College's Communications and CCTV policies and procedures, available at: <https://www.edacollege.co.uk/eda-policies/>.

Declaration of Acceptance

Because you are registering directly with the College rather than through an intermediary arrangement, the College asks you to countersign this Declaration alongside accepting your Offer, so that your acceptance of the Contract is clearly evidenced. This Declaration does not replace, and should be read together with, the full Terms and Conditions above.

I confirm that:

- I have read and understood these Student Terms and Conditions in full, including the identity of the Awarding Body/Organisation for my Programme as set out in my Offer;
- I accept these Terms and Conditions, my Offer letter, and the College policies referred to above as forming the Contract between myself and the College;
- I understand my obligations in relation to fees, attendance, conduct, and immigration status (where applicable), as set out above; and
- I understand how to raise a concern or complaint, and how to exercise my cancellation rights, as set out above.

Full Name	
Student / Applicant ID	
Programme	
Signature	
Date	

Please return this signed Declaration to: admissions@edacollege.co.uk, or complete it via your enrolment portal where available.