

EDA COLLEGE



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Student Terms and Conditions¹

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¹ This document is adapted from the University's Terms and Conditions for students on the programme the College delivers on the University's behalf, and should be read in conjunction with the University's Terms and Conditions and the EDA College Admissions Policy.

Contents

Introduction.....	3
Applications.....	3
Immigration.....	4
Conditions of Admissions and Enrolment.....	4
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.....	10
Liability.....	10
Data Protection.....	10

Introduction

1. These Terms and Conditions apply to applicants for and students on the Business Management (with Foundation Year) BSc (Hons) programme, which EDA College ("the College") delivers under a subcontractual arrangement with Birmingham Newman University ("the University"). Your contract for your studies is with the University, which is the awarding body, holds the student contract, receives your tuition fees and is responsible for any refund. The College delivers the programme on the University's behalf. These Terms and Conditions set out the College's rules and expectations as the delivery partner and are to be read together with the University's own Terms and Conditions, which take precedence. By accepting the offer of a place on a programme, you accept these Terms and Conditions in full, which along with:
 - (i) your offer letter from the University, including details of your offer on UCAS ("Offer") where applicable and formal offer through DfE Apply Direct or from the University directly,
 - (ii) the EDA College rules, regulations policies and guidance (that are aligned to the University's Regulations) located at <https://www.edacollege.co.uk/eda-policies/>, form part of the contract ("Contract") between you and the University in relation to your studies on the programme delivered by the College. 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. By agreeing to these Terms and Conditions, you also agree to abide by all relevant Professional Statutory and Regulatory Bodies' (PSRBs) Terms and Conditions in case your programme of study also requires you to abide PSRBs terms and conditions.
3. In the event of any conflict between a provision in these Terms and Conditions and the documents forming part of the Contract (including Professional Statutory and Regulatory Bodies (PSRBs) Terms and Conditions (if applicable)), the University's Terms and Conditions shall take precedence.

Applications

4. It is your responsibility to ensure that all of the information you provide to the College and the Birmingham Newman University (and any other body, for example The Home Office or DBS) is true and accurate.
5. 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 and Birmingham Newman University 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 EDA College and/or Birmingham Newman University.
6. The offer that is made to you will be either conditional or unconditional. If your offer is conditional, the University 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 University reserves the right to withdraw your offer.
7. 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 and if there are any issues identified on receipt of the additional requirements or the applicant fails to engage with the requirements will have their enrolment cancelled and the relevant student Funding body informed.
8. Full details of any enrolment requirements will be provided to you.
9. You may be required, at the request of the University, to provide satisfactory evidence of your qualifications and or your identification before admission or during your programme. Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your offer the revocation of your enrolment as a student and the termination of the Contract. The College would inform the University of such termination or revocation and the University may also be required to inform the Student Loan Company.

Immigration

10. 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 University reserves the right to withdraw you from your programme without liability to you.
11. You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the programme. If your visa is revoked for any reason, the University may interrupt or terminate your registration on your programme.
12. On occasion, the University will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms and Conditions of study, you consent to the Birmingham Newman University contacting the Home Office on your behalf and the Home Office releasing such information to them.

Conditions of Admissions and Enrolment

13. Your admission to the University, attendance on a programme, and a right to enjoy any of the privileges of membership, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the Birmingham Newman University.
14. ***If your programme lasts for longer than one academic year, you must re-enrol at the start of each academic year of your programme.***
15. In compliance with the [Competition and Markets Authority \(CMA\) Guidance](#), the EDA College and the Birmingham Newman University outlines the following important information about your offer.
16. If we offer an applicant a place and the offer is accepted, a contract will be formed between the applicant and the University. The applicant's rights and obligations to the University and the University's obligations to an applicant arising under that contract will be set out in the documents listed below, and these will form the Terms and Conditions of the student contract.
17. These documents are:
 - The offer letter
 - The University's and the College's Policies and Guidance
 - Programme requirements, which are shown for your programme on our website
18. Should there be any differences in any publications; the websites should be considered the most up to date and accurate authority.
19. Applicants also need to be aware of, and comply with, EDA College and the University 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
 - Fitness to Practice
 - Academic Integrity and Academic Misconduct
20. Once the conditions are met and your place has been confirmed, you will be sent information regarding Induction and Enrolment. EDA College and the Birmingham Newman University reserve the right to refuse entry to applicants who have not completed satisfactorily all the requirements for admissions.

The College will inform the unsuccessful student of reason for not giving admission and student has right to appeal against that decision too.

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 <http://newman.ac.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 EDA College and Birmingham Newman University. If you fail to pay your programme fees, as and when they fall due, the College and the University reserve the right to withdraw you from your programme (without liability to you).
24. If the College or the University 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 the supporting documentation required by the given deadline may be rejected or automatically be considered 'overseas'.
25. The University 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 University's increased costs of delivering educational services. If the University intends to increase your programme fees it will notify you of this as soon as reasonably practicable. The EDA College will inform the students if there are any changes made in the fees by the University.
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 and the University 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 and the University 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 our finance office via sf@edacollege.co.uk or via finance@newman.ac.uk.
30. Further information about fees and funding are available on our 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 provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance (in both the most up to date prospectus and the Key Fact Sheets provided for each programme) and payment for such service shall be made in accordance with any additional contract made between you and the University. Details of any additional expenditure that you may be required to pay for can be obtained from the key fact sheets provided with your offer.
33. The University may pursue legal proceedings against you if you are in debt to the University. In addition, if you are in debt to the University (whether for tuition or other fees) you may be recorded as a debtor of the University in any reference requested from the University.

Cancellation Rights

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

Changes to your Programme

39. Due to the period between prospectus publication and enrolment, circumstances may change due to factors beyond the College or the University'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.
40. The College in collaboration with the Birmingham Newman University 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 University,
41. The College and the University shall bring these to your attention as soon as possible and 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 University for the programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.
42. Further details can also be found on the policy section of the EDA College and the University website under Student Protection Plan.
43. Once you have enrolled as a student of the University on the programme delivered by the College, the College expects to deliver your programme as per the terms of the Contract, but if for any reason outside of the University's control the University is forced to discontinue your programme, the University will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified.
44. If you are unhappy with the replacement programme provided by the University or if the University 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.
45. Following reasonable consultation with students, the University reserves the right to vary elements of your programme from that described in the prospectus in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we need to make material changes to your programme (such as the nature of the award or in relation to a material aspect of the curriculum), we 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 University for programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.
46. If you choose to cancel the Contract (and withdraw from your programme) in accordance with this clause, the University will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

Education Provision

47. The University will deliver your programme with reasonable care and skill, and explain the academic requirements of your programme to you.
48. You must use all 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, attendance at examinations and at lectures, seminars and any other such learning and teaching sessions provided by the College on behalf of the University.
49. For the duration of your studies, you must also use the virtual learning environments such as, but not limited to Moodle, as well as the assessment submission portal 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 environments.
50. 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 EDA College.
51. If you do not act in accordance with this Contract, or any of the documents referred to in it, the EDA 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

52. If you have a complaint about the EDA College, you should follow the College complaints procedures which can be found on the College website: <https://www.edacollege.co.uk/eda-policies/>.
53. This policy and procedure have been produced to help the College resolve any complaint you may have as promptly, fairly and amicably as possible.
54. If, having followed the College's complaints policy and procedure to completion, you remain dissatisfied; you have the right to make complaint to the [Office of the Independent Adjudicator for Higher Education](#).

If you are an applicant, you are not eligible to raise any complaints with the Office of the Independent Adjudicator for Higher Education under their rules.

Quality and Representation

55. You can expect the College and the Birmingham Newman University to maintain formal policies and procedures, including regulations, codes of practice and guidelines.
56. We expect you to familiarise yourself and comply with the relevant policies and procedures, including those relating to your programme and the qualification you are working towards, particular in relation to professional body requirements where applicable, and to read and understand information we provide about changes that may take place and what they mean to you.
57. We will give you the right to be represented in the College governance, usually through the Students' Representation or Student Voice, to encourage and include student representation on relevant College committees, boards and task groups.
58. 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 external procedures for assuring the quality of learning, teaching and assessment.

Openness, Accountability and Conduct

59. 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

60. Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campus, 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.

61. 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 University.
62. Neither the College nor a student shall 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 (including disputes involving the University's employees), fire, flood, storm and national emergencies (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.
63. Nothing in these Terms and Conditions shall limit the College's liability to you for fraud or wilful default or the death or personal injury caused by the College's negligence. Subject to the foregoing sentence, the College shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

Data Protection

64. 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 complete statistics about applications and students that may be published or passed to government bodies or to the Higher Education Statistics Agency (HESA) or other designated data body of the Office for Students.
65. 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 business provision including learning, teaching, assessment and the broader student experience. The policy on Data Protection can be found on college website: <https://www.edacollege.co.uk/eda-policies/>.
66. Photography and filming are carried out in accordance with data protection legislation. Photography and filming are carried out under the lawful basis of 'legitimate interests' with the exception of photography / filming for student assessments and identification purposes which are carried out 'for the performance of contract'. Student duly sign the consent form for photography and filming under College's Communication and CCTV policies and procedures available at website: <https://www.edacollege.co.uk/eda-policies/>.