

EDA COLLEGE



Student Terms and Conditions¹ 2024-25



Birmingham
Newman
University

Version Control

<i>Version number</i>	<i>1.1</i>
<i>Approved by</i>	<i>Academic Board</i>
<i>Approval date</i>	<i>Dec 2024</i>
<i>Next review date</i>	<i>Dec 2025</i>
<i>Policy owner</i>	<i>Principal</i>

¹ This document is largely an adopted version of Newman's Terms and Conditions and should be read in conjunction with EDA College Admission Policy 2024-25.

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Introduction

1. These Terms and Conditions represent an agreement between EDA College (“the College”) on behalf of Newman University (“the University”) and you, a prospective student. By accepting the University’s offer of a place on a programme (whether through UCAS, DfE Apply Direct or directly to the University), 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 largely aligned to Newman’s Regulations) located at <https://www.edacollege.co.uk/eda-policies/>, form the contract (“Contract”) between you and the EDA College in relation to your studies at the EDA College in a Newman University validated programme. 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)), these Terms and Conditions shall normally take precedence. In the case of clinical/professional placement requirements, the University may follow the requirements laid down by the professional body as taking precedence.

Applications

4. It is your responsibility to ensure that all of the information you provide to the College and the 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 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 or Newman University.
6. The offer the University makes 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 at the University and the termination of the Contract. 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 University. 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 Newman University contacting the Home Office on your behalf and the Home Office releasing such information to the University.

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 of the University, 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 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 University outlines the following important information about your offer.

16. If the University offers 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
- 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 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 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 at the EDA College in collaboration with Newman University you must notify us 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 College will coordinate with Newman University to provide you with a full refund as soon as reasonably possible.
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 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 EDA College in Newman University, the College expects to deliver your programme as per the terms of the Contract, but if for any reason outside of the College/University's control the College/University is forced to discontinue your programme, the College/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 College/University or if the College/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 College/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 College/University for programme fees or transfer to such other programme (if any) as may be offered by the College/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 College/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 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 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/>.