# HE Student Terms and Conditions

ESSENTIAL READING FOR APPLICANTS

2026/2027

## Terms and Conditions

### 1. Introduction

**1.1** This document sets out the standard terms and conditions under which an applicant to University Centre Bishop Burton, which is part of Bishop Burton College, may be made an offer or enrolled on any of our courses.

**1.2** In this document "we", "our", "us", "University Centre Bishop Burton", "UCBB" and "the College" refer to Bishop Burton College (a further education corporation) operating as University Centre Bishop Burton. Our principal place of business is at York Road, Bishop Burton, Beverley, HU17 8QG.

**1.3** These terms and conditions, together with the University Centre Bishop Burton Charters, Regulations, Policies and Procedures (see Annex A below), as updated from time to time, define University Centre Bishop Burton's obligations to you ("**the Student**"), the person named on the accompanying offer letter ("**Offer**") in respect of the course ("**Course**") identified in that letter. These terms and conditions also set out your related obligations to the University Centre Bishop Burton.

**1.4** Various sections of this document refer to your responsibilities in respect of Tuition Fees for your Course. Further details of how and when your Tuition Fees and any other Course-related payments are calculated and payable, along with the consequences of any failures by you to ensure payment of those sums, are set out in clause 11 below.

**1.5** These terms and conditions were last updated on May 2025. The College reserves the right to change or add to its services or these terms and conditions from time to time (including but not limited to where necessary to reflect changes in relevant laws and regulatory requirements). The College will give reasonable notice of any such changes and the date they take effect.

**1.6** The College works with three partner universities (the University of Hull, the University of Huddersfield and the University of Lincoln) and also with the awarding bodies Pearson and City and Guilds. By agreeing to these terms and conditions you are also agreeing to comply with the relevant terms and conditions of the awarding body and any validating university for your programme, copies of which are enclosed with your Offer.

**1.7 Contact and Notices:**

a) Any notice required to be given under these terms and conditions must be given in writing.

b) If we need to contact you (including to send you a notice under the Contract), we will do so by email to your College email address (once provided) and/or by writing to you at your postal address shown in the College's records. It is your responsibility to make sure that we always have the right contact details for you, including your term time address. This is important because we want to ensure that you receive important information about the UCBB and your Course of study.

c) You must send any notices to us either by hand or by pre-paid first-class post to the College's admissions team at Bishop Burton College, York Road, Bishop Burton, Beverley HU17 8QG or by email to admissions@bishopburton.ac.uk.

d) If sent by pre-paid first-class post, notice shall be deemed to have been given at 9am on the second working day after posting. If delivered by hand, notice shall be deemed to have been given at the time of delivery. If sent by email, notice shall be deemed to have been given at the time of sending or, where the notice is given at any time on a weekend/public holiday or after 5pm on a working day, shall be deemed to have been given at 9am on the next working day.

## 2. Your Contract with the College

**2.1** You should familiarise yourself with these terms and conditions and also the rules, regulations, policies and procedures referred to in these terms and conditions, all of which are part of your Contract with the College. These rules, regulations, policies and procedures are available on the College's website (links to the relevant pages can be found within this document).

**2.2** Please note that the accompanying Offer letter is not an offer from the College to enter into a contract with you to supply the relevant Course to you. It is an invitation for you to place an order for the College to supply the relevant Course to you on the terms enclosed with that Offer letter. You can place your order for such Course by following the steps set out in your Offer letter. You must do this by the deadline date given to you. If you do not:

(a) submit your order by the relevant deadline for you notified by UCAS (for full-time courses) or, if applicable, by the College (for part-time courses); or

(b) having submitted your order by the relevant deadline for you notified by UCAS or by the College (as the case may be), enrol with the College within 14 days prior to the start of the term that your Course is scheduled to begin,

then in each case the College reserves the right to (without liability) withdraw the Offer, refuse to enrol you and terminate any Contract between us.

**2.3** Please note that a contract will only be formed between the College and you when the College has confirmed to you in writing that the College has accepted your order for the relevant Course as your firm or insurance choice (at which time the Contract shall start). The College reserves the right to:

(a) withdraw the Offer at any time prior to you submitting an order; and

(b) reject your order.

**2.4** In the event that you submit an order for the relevant Course at the College as your insurance choice and you subsequently take a place at an alternative provider, the Contract shall automatically terminate.

## 3. Cancellation

**3.1** You have a legal right to cancel the Contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you receive written confirmation from the College that the College has accepted your order for the relevant Course.

**3.2** To exercise your legal right to cancel, you must inform the College of your decision to cancel the Contract by a clear statement. You may use the contents of the attached model cancellation form

(Annex B below) as the wording of your cancellation notice but it is not obligatory. 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. You do not have to give us a reason for the cancellation.

**3.3** To reduce the risk of your cancellation notice being lost please send your cancellation notice to the College by BOTH email to admissions@bishopburton.ac.uk AND by pre-paid first class 'signed for' post addressed to Admissions Team Leader and send to the College's address listed in the attached model cancellation form (at Annex B below).

**3.4** If you cancel the Contract within the 14-day cancellation period, the College will reimburse to you any sums paid under the Contract in advance. The College will make the reimbursement without undue delay and no later than 14 days after the day on which the College is informed of your decision to cancel the Contract. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and the College have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

**3.5** We will not begin to provide services under the Contract within the 14-day cancellation period unless you expressly instruct the College in writing (which includes you submitting an order for a place on a Course with an intended start date that falls within that period). If you start your Course during the cancellation period and you subsequently cancel within the cancellation period, you shall pay the College an amount which is in proportion to the services that the College has provided up until you told the College that you wish to cancel the Contract, in comparison with the full intended duration of the Contract and having regard to the total amount of Tuition Fees which would have been payable had you not cancelled. The College may make a deduction from your reimbursement in respect of such amount, in which case you will be required to pay any outstanding balance after such deduction.

**3.6** After the expiry of the 14-day period referred to above, it may still be possible for you to cancel your Contract and withdraw from your Course, but this will be subject to the College's express written agreement. In the event that the College provides such express agreement:

a) you will not receive a refund of any Tuition Fee instalments previously paid to the College in respect of your Course unless otherwise agreed by the College; and

b) you will remain liable to pay (or procure the payment of) to the College any instalments of your Tuition Fees which became due prior to, and remain outstanding as at, the date on which you notify the College of your cancellation request.

**4. Conditions of Enrolment and Registration**

**4.1** The College's decision to offer a place to any student is based on the information contained in that student's application. By submitting your order for the relevant Course you will be confirming that all information submitted by you in your related application to the College is correct. You will also be agreeing to the following:

a) That you have checked and, where necessary, amended and updated your data accurately and fully;

b) That you agree to abide by the UCBB Charters, Regulations, Policies and Procedures (see Annex A below) for the time being in force;

c) That you have declared any relevant criminal convictions, as outlined in these terms and conditions;

d) That you agree to the College submitting your work to electronic systems for the detection of plagiarism;

e) That you are, ultimately, liable personally for the payment of your Tuition Fees (including but limited to if they are unpaid by any sponsor);

f) That you agree to abide by the HE Tuition Fee Policy [Policy 8.11] of the College;

g) That you agree to abide by these terms and conditions, including the College's terms and conditions for making payments to the College; and

h) That you have read the UCBB College Charter and will behave responsibly and respect other students, staff and the local community, both on and off campus.

**4.2** It is your responsibility to make sure that all the information that you provide to us is true and accurate, and that it remains true, accurate and up-to-date.

**4.3** If we discover that your application is incorrect or inaccurate or contains fraudulent information, or that significant information has been left out of your application, we may withdraw or amend your Offer. Following the Contract coming into effect, we may also investigate any concerns of this nature under the UCBB College Charter and (if such concerns are substantiated) we reserve the right to terminate our Contract with you immediately by giving you written notice. In such circumstances, any sums that you have previously paid to us will be retained by us as per clause 16.4b) below).

**4.4** Your offer to study will be a Conditional or Unconditional Offer. If the Offer is conditional, then the conditions that you need to meet to be admitted onto your Course will be set out in your Offer letter and you will need to fulfil those conditions in order to be admitted into your Course. If you have not met the conditions of the Offer before the date notified to you in your Offer, University Centre Bishop Burton reserves the right to withdraw your Offer, refuse to enrol you and terminate any Contract between us. If you fail to meet the conditions of your Offer we will refund any deposit you have paid.

**4.5** We may also set out minimum academic and/or non-academic entry requirements (any such requirements will be set out in your Offer letter) and require you to provide satisfactory evidence of you satisfying those requirements before admission onto your Course.

**4.6** If you are deemed to be an Overseas, EU Other, or GB/Islands Student for fees purposes, then your Offer is made on that basis. In England, fee status must be determined in accordance with The Education (Student Fees, Awards and Support) Regulations 2021, as amended. Guidance on the regulations determining tuition fee status for the purposes of higher education in England can be found on the UKCISA (UK Council for International Student Affairs) website.

**4.7** If the assessment of your fee status subsequently changes, then your application may be reassessed, and your Offer may be withdrawn. In accepting your place, you are confirming that you accept your

assigned fee status as set out in your Offer letter. If you think your fee status is incorrect, please refer to our HE Tuition Fee Policy [Policy 8.11].

**4.8** The UCBB reserves the right to withdraw or amend your Offer, and/or suspend and/or terminate any Contract with you, if we identify that you have failed to disclose to us any previous expulsions or outstanding/live disciplinary matters at the point of your application to UCBB.

## 5. Enrolment and Registration Process

**5.1** To become a Student of the UCBB you are required to enrol and register for your Course at the start of your proposed programme of study (in addition to demonstrating that you have the right to study in the UK). You will then be required to re-enrol and re-register for each subsequent year of study. If enrolment and registration are not completed before the end of the fourth week of the first semester of any year of your Course, you will (unless we otherwise agree) be automatically deemed to have withdrawn by the UCBB and we may terminate your Contract immediately by giving you written notice.

**5.2** Enrolling and registering in each subsequent year of study, and your progression on your programme, is subject to you having made satisfactory academic progress and/or by permission of the relevant Board of Examiners.

**5.3** You agree that, each time you re-enrol and re-register, you will do the following:

a) Check and, where necessary, amend and update your data accurately and fully; and

b) Declare any relevant criminal convictions, as outlined in these terms and conditions;

**5.4** If you are subject to UK immigration control, you must demonstrate that you have the appropriate immigration status to be eligible to enrol and register at University Centre Bishop Burton. By enrolling and registering, you confirm and declare that you will abide by the terms of your visa conditions, Tier 4 / Student Route compliance requirements (if applicable) and relevant UK Home Office rules. You will also inform the College immediately of any changes to your immigration status. Any breach by you of this clause 5.4 may result in the UCBB withdrawing your Offer and/or sponsorship and may also result in termination of your Contract with us by us giving you written notice.

**5.5 Declaration of Criminal Convictions**

a) It is a condition of your enrolment with the College that you must disclose to the College any unspent criminal convictions (whether or not relevant to the Course you are applying for), and any spent convictions that may be relevant to the Course you are applying for.

b) In some circumstances, your registration on a Course may be conditional upon your compliance with certain legislative or regulatory requirements regarding the protection of children and vulnerable adults. Such requirements may include a Disclosure and Barring Service check and/or the submission of a medical clearance form. Any such requirements will be detailed in the relevant Course section within the College's prospectus.

c) You will also be required to immediately disclose to the College's admissions team, details of any criminal investigation, proceedings or criminal conviction for a "relevant offence" (see clause 5.6 below) which you become subject to during the period of your Contract with the College. This includes:

- Being subject to police investigation and/or subject to pre-charge, police or court bail conditions for a relevant offence;
- Being summonsed in relation to a relevant offence; and
- If you are enrolled on a programme covered by the Fitness to Practise Procedure and you become subject to police investigation and/or pre-charge or court bail conditions or acquire a criminal record, after admission and before graduation, relating to any criminal offence.

The College will review and consider whether the existence of any such criminal convictions or related information means it is not appropriate for you to be given a place or continue on your Course. In such circumstances you will be invited to attend an interview with a relevant member of College staff who has authority to review the matter and, where appropriate, authorise your place or continuation on your Course.

**5.6** A "**relevant offence**" is a criminal offence involving:

a) any act of violence against the person for example (but not limited to); murder, manslaughter, grievous bodily harm, actual bodily harm, wounding, common law assault, common law battery;

b) offences involving misuse of drugs, including (but not limited to) possession of controlled drugs, possession of controlled drugs with the intention to supply, production of controlled drugs or cultivation of cannabis plant(s);

c) Sexual offences, included those listed in the Sexual Offences Act 2003* for example (but not limited to) sexual assault, rape, assault by penetration, trafficking for sexual exploitation and any sexual offences involving children and vulnerable adults;

d) offences involving weapons, arson and explosives;

e) Terrorist offences, including those listed in the Terrorism Act 2000* for example membership, support or meeting of proscribed organisations, fund raising for terrorism, unlawful collection of information for terrorist purposes;

f) having a Non-Molestation Order or an Order under the Protection from Harassment Act 1997*, in which the complainant is a member of the College, or a Civil Injunctions and Criminal Behaviour Order or a Sexual Offences Prevention Order;

g) Offences involving spiking, stalking or harassment;

h) Offences that involve any aggravating factor of hate, including offences where the perpetrator's hostility or prejudice against person or property is on the grounds of:

- Victim's ethnicity;
- Victim's sexual orientation;
- Gender identity;
- Religion;
- Political opinion;
- Disability.

i) Offences where the victim's vulnerability was an aggravating factor. For example, where it is perceived that the perpetrator has been motivated by the vulnerability of the victim for example age, infirmity, or mental capacity.

*or equivalent legislation for offences committed/investigated, or convictions acquired, outside the UK.

The list of offences specified as relevant offences is not exhaustive and the criteria may be amended from time to time. Any changes, however, will be communicated.

j) If your conviction involved an offence similar to any of those set out above but was made by a court outside of England, and that conviction wouldn't be considered spent under the Rehabilitation of Offenders Act 1974 had it been made in England, you should declare it. If you have applied to study, or are enrolled on a Course which is subject to professional standards of fitness, then you must also disclose if you have been barred from any professional body, even if you have not been charged or convicted. For example, barred from working as a Police Officer or Nurse. This ensures we can provide appropriate advice on the suitability of this Course in your personal circumstances.

k) Any breach by you of any part of clause 5.5 or this clause 5.6 is a disciplinary offence and may result in immediate suspension or expulsion from University Centre Bishop Burton by us giving you written notice (in cases of expulsion your Contract with us shall also terminate).

l) More information relating to the disclosure of criminal convictions can be found in the Academic Admissions Higher Education Policy [Policy 8.07] and the Higher Education Admissions (including Appeals) Procedure [OP_1.106].

**5.7 Special Requirements: Visas, Professional, Statutory or Regulatory Body Requirements**

a) Students for certain specified Courses and Students requiring a visa to study with us must comply with special requirements.

b) Some such special requirements must be complied with as a condition of a prospective Student enrolling with University Centre Bishop Burton and other such special requirements continue throughout the period of the Course. Related details will be made available to you as part of your Offer (although please also note that additional such requirements may be introduced at a later date as referred to in clause 5.7c) below).

c) Special requirements are often imposed by law, the government, accrediting or professional bodies or other third parties including collaborative partners. For example:

- a prospective Student who requires a visa may need to demonstrate a particular level of competence in the English language;
- some Courses may require additional declarations by the Student in relation to their health, employment, criminal convictions and cautions. Where an application is made for a Course which is subject to professional standards of fitness, consideration of reasonable adjustments will be considered;
- there may be a requirement for a satisfactory check of criminal convictions (via the Disclosure and Barring Service);
- there may be attendance and engagement requirements for Students studying on a visa or on some PSRB regulated Courses;
- Some professions have special requirements in relation to standards of behaviour. These may apply to Students studying on a Course that provides entry to that profession and is regulated or validated by them. There may be occasions when your details are checked against professional body 'barred' lists to determine suitability for the Course; and
- Variations or new special requirements may be introduced by the UCBB if they are required by a relevant third party or by law (which you shall also be required to comply with as a condition of the Contract).

d) Any failure by you to comply with any such special requirement shall entitle the College to withdraw your Offer or (where the failure occurs after the start of your Contract with us) terminate your Contract, in each case immediately by giving you written notice.

## 6. Your Course

**6.1** Following your enrolment and registration, the College will, subject to these terms and conditions, provide you with a place on the Course set out in your Offer letter.

**6.2** The College will make reasonable efforts to deliver your Course as described in the prospectus for the relevant academic year.

**6.3** The College will provide you with tuition and other teaching and learning support associated with your Course with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.

**6.4** The College will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:

a) the library and suitable learning resources, including online learning resources;

b) IT infrastructure, including a College email account;

c) pastoral support; and

d) careers, employability and placement advice and support,

and you agree that your use of such resources shall be subject to your compliance with any related policies notified to you by the College from time to time.

**6.5** Provided that you have registered for and pursued your Course, paid the Tuition Fees and any additional required payments in accordance with these terms and conditions, and fulfilled the criteria for qualification set out in the Course specification, the College will submit you for the award relevant to your Course.

**6.6** From time to time, in order to enhance provision for its students, the College may enter into agreements with other academic institutions for the delivery of joint elements of a Course. If your Course involves any such elements, you will be required to comply with the relevant terms and conditions of any such other academic institution (a copy of which will be enclosed with your Offer.

**7. Your obligations to the College**

**7.1** You understand that following enrolment and registration, you are a student member of the College community and agree that as such you will behave respectfully to all other members of our community (including but not limited to by not discriminating unfairly against anybody on any grounds). The College is committed to equality of opportunity. The aim is to create an environment in which people treat each other with mutual respect.

**7.2** You agree that you will familiarise yourself with and adhere to all regulations and policies that are brought to your attention by the College.

**7.3** You agree that you will participate reasonably in College procedures notified to you by the College.

**7.4** You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you.

**7.5** Unless otherwise agreed with the College because of extenuating circumstances such as medical reasons (which you must notify to your personal tutor immediately upon becoming aware of), you agree:

a) to attend all lectures, seminars, tutorials and examinations for your Course in a punctual manner;

b) to attend any meetings required by the College if the College considers your record of engagement to be unsatisfactory;

c) to submit all work and assignments in relation to your Course in accordance with the relevant deadlines prescribed by the College and to a standard which is acceptable to the College; and

d) that the College is not obliged to mark or consider any work or assignment that you submit to the College after the relevant submission deadline for that work or assignment. You also agree that the College may terminate the Contract and withdraw you from your Course if you persistently fail to comply with such deadlines.

**7.6** You agree not to commit any academic misconduct (i.e. any action through which you gain or attempt to gain an unfair academic advantage). Below is a non-exhaustive list of actions which the College deems to be academic misconduct:

a) plagiarism (including unreferenced copying);

b) falsifying evidence or data;

c) copying another student's work or producing work collaboratively (except where such collaboration is expressly permitted or required by the College);

d) communicating with another student during examination or assessment;

e) introducing any recorded information into an examination or assessment which has not been expressly provided or permitted by the College for the purposes of the relevant examination or assessment (as the case may be);

f) interfering or attempting to interfere with any examination or assessment process;

g) submitting a false claim for support or relief from the College; and

h) assisting another student to commit academic misconduct.

**7.7** You will use your College email account for all email communications with the College. You understand that the College will use your email account to formally communicate with you following enrolment. As such it is the College's expectation that you will check your email account daily and you agree to do so at least once a week.

**7.8** You will take reasonable care of the health and safety of yourself and others within the College community and will co-operate with the College in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you.

**7.9** If the College provides you with any books, equipment or other materials in relation to your Course or otherwise then, except where otherwise agreed or stated by the College:

a) you shall return all such books, equipment and materials to the College, in a similar state of repair to how you received them, before the end of your Course or, if you leave the College early, before your leaving date; and

b) the College may charge you in the event that any such books, equipment or materials are not returned on time or are not returned in a similar state of repair to how you received them.

**7.10** Where any validating University provides you with access to any of that validating University's facilities, networks or other resources, you agree that you will comply with any applicable terms and conditions of that validating University. You will also return any resources borrowed from any validating University in accordance with that validating University's policy on the return of its resources. Please note that any validating University may charge you if you do not return their resources on time or if you return them in an unacceptable state.

## 8. Disabilities

**8.1** If you have a disability the UCBB will seek to support you whenever possible and reasonable to do so. We encourage you to disclose any disabilities at the earliest opportunity, to ensure there is sufficient time to put appropriate support in place. Disclosures can be made upon application to the UCBB (through UCAS form or direct entry application). If you have not formally done this, please contact the student admissions team at admissions@bishopburton.ac.uk. They will put you in touch with the HE Student Support team, who will support you with a DSA application and identify any relevant reasonable adjustments that can be made.

**8.2** As individual Student's needs (even those with the same condition) can vary, it is recommended that you make contact with HE Student Support team before you accept any offer of a place, to find out what type of support is likely to be available to you and what information we need to arrange it.

**8.3** If you have a disability and do not tell us about it, or provide this information with short notice before your Course or examination/assessment start dates, or do not provide full information about it before or during your programme of study, we will make all reasonable endeavours to help you in the event and from such time as we become aware of your disability, but please be aware that you might not have access to the full range of support which might otherwise be available to you had you proactively told us about a disability at an earlier stage.

**8.4** More information about the Student support available can be found at HE Student Support.

## 9. Mental Health and Wellbeing

**9.1** The safety and wellbeing of Students is of the utmost concern to the UCBB. At University Centre Bishop Burton we have a wide range of services to support the mental health and wellbeing of Students. However, there may be circumstances where the UCBB has a legitimate concern for your safety and/or wellbeing. In a situation where we believe a Student is at imminent risk of serious or lasting harm, and/or potentially a risk to themselves or others, and we have exhausted all other reasonable attempts to support them, we will consider contacting a trusted contact identified by you.

**9.2** At enrolment and registration for your Course you will be asked to confirm a trusted contact to be used in these circumstances. A trusted contact should be someone that you would want informed and would know who else you might want contacted and how best to support you if you:

- have unexpectedly been admitted to hospital for non-routine treatment;

- have suffered a serious physical injury, including those relating to self-harm;
- have not been seen for an extended period of time and cannot be contacted;
- have an ongoing illness and appear to be significantly deteriorating; or
- are experiencing a mental health crisis.

**9.3** You will be asked to provide details of the person (often this is a family member, but could also be a carer, a spouse, a guardian or a long-term family friend), in order that we can contact them should the need arise. It is important that you have this person's consent as they will be 'contracting in' to a shared objective regarding your safety and health and wellbeing.

**9.4** Please note that if you decide not to complete this section and provide no details, the UCBB may still be allowed by law to make contact with your family without your express consent in certain situations (e.g. if it is necessary to protect your vital interests such as an urgent and serious medical issue). Therefore, if you would not want your immediate family contacted by the College for any reason, it is very important that you provide alternative details.

**10. Changes to Your Course and/or these Terms and Conditions**

**10.1** No changes requested by you (either to your Course, these terms and conditions or any other part of the Contract) will be binding on you or the College unless they are agreed in writing by the College.

**10.2** The College will not, except as provided in clauses 10.3 and 10.4 below, discontinue your Course following your enrolment on it, but it may make changes to your Course (including timetables), the Contract and/or the College's other obligations to you either before or after you have enrolled. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and the College will take reasonable steps to mitigate any negative outcomes. Reasons for making changes include, but are not limited to:

a) to make updates to reflect best practice and academic developments for the benefit of students (including in response to examiner feedback);

b) to improve the Course and your experience of it (including in response to feedback from students);

c) to meet the requirements of external, professional or accrediting bodies;

d) as a result of staff changes within the College;

e) changes to the law; or

f) any other circumstances beyond the College's reasonable control.

**10.3** The College may also make changes to your Course if you have deferred entry, if your studies have been suspended, if you have undertaken a pre-sessional programme or undertaken a period abroad (including but not limited to changes to available Course modules and annual inflationary increases to

Tuition Fees). Exceptionally this may involve discontinuing your Course and in those circumstances the College will use its reasonable endeavours to allow you to complete it. The College will notify you of any such changes.

**10.4** In rare circumstances the College may decide to close a course before it is due to start. This may happen, for example, if there are insufficient applicants to provide you with a quality learning experience. In such circumstances the College will notify you as soon as reasonably possible and use reasonable endeavours to offer you an alternative course at the College where appropriate, or inform you of other institutions that may be able to meet your needs. In such circumstances you will be refunded any Tuition Fees and any other sums that you have paid in advance.

**10.5** We prepare our prospectus and online information about our programmes with care and every reasonable effort is made to ensure that the information is accurate. The printed version of the prospectus is, however, published at least a year before the programmes referred to in the prospectus begin. Information included in the prospectus may, therefore, change before you receive your Offer, so we include a durable PDF of the up-to-date version of the prospectus when we send the Offer letter, to ensure you are completely clear what you are agreeing to.

**10.6** Any optional modules relating to a Course are reviewed each year and we may change the options available to you, to reflect our staff expertise, changes in Course requirements and/or to reflect feedback that we have received from other students, employers or other interested parties.

**10.7** Where your Course includes optional modules, you will be provided with a list of these in reasonable time so that you can choose your options each time. Sometimes, we may not be able to run a particular optional module because not enough students sign up for it or because a member of staff is not available to teach a module. Where this may be the case, we will let you know when you are provided with your option choices and you will be able to choose an alternative if one of your selected modules does not run.

**10.8** Sometimes, we may have to cancel one or more of your scheduled teaching sessions. Where this is the case, we will normally try to make this up to you either by rescheduling the session or by making additional teaching materials available online so that you are not unduly affected by this.

**10.9** As a Student, you will (subject to your compliance with the Contract) be entitled to make use of our library facilities and virtual learning environment. These will be available at reasonable times, although they may occasionally be unavailable, for example if we need to undertake maintenance work or (for our physical library) when our campus is closed. We will try to ensure that such works are carried out at times when it will not unreasonably affect you.

**10.10** There may be circumstances beyond our control that restrict or limit your access to the College's services. For example, if the UCBB experienced a cyber attack, or where servers are otherwise offline or inaccessible. Where this is the case, we will take action to re-establish the service as soon as reasonably practicable and our liability shall be limited to making reasonable adjustments to ensure that you are not materially affected by the lack of availability. For example, if a key IT system is not available on the day you are due to submit an assessment that is required to be submitted electronically, we may extend the deadline to account for this.

**11. Tuition Fees and Additional Payments**

**11.1** The College charges tuition fees for its courses ("**Tuition Fees**"). The amount of your Tuition Fees are set out in your Offer letter, if applicable. Further information about our Tuition Fees and related charges (including any additional charges payable by you for any repeated modules and resits/reassessments) is summarised in the HE Tuition Fee Policy [Policy 8.11].

**11.2** The Tuition Fees include the College's charges for registration, tuition, supervision and examination and are payable for each year, or part of the year, for which the Student is registered, including placement years.

**11.3** If you accept your Offer and enter into a Contract with the College, you will become liable to pay in full the Tuition Fees associated with your Course and any other fees that may become payable in relation to your Course as set out or otherwise referred to in this clause 11 or in our HE Tuition Fee Policy [Policy 8.11].

**11.4** The UCBB reviews its Tuition Fees and related charges annually for all Students. The level of your Tuition Fees will be determined based on the first year that you commence your studies on the programme and in subsequent years your Tuition Fees and any related charges may be subject to an inflationary increase consistent with any corresponding increases in the Retail Prices Index over the corresponding period to reflect increased costs of delivering the course (and as such your Tuition Fees and any related additional charges may rise annually during your programme of study as a result). Once fees and charges are confirmed each year, they will be published in the HE Tuition Fee Policy [Policy 8.11]. Inflationary increase to Tuition Fees will be notified at least 3 months before the start of the academic year to which to increase relates and will be a maximum of 5%.

**11.5** In addition to your Tuition Fees and any additional charges of the nature referred to in our HE Tuition Fee Policy [Policy 8.11], you may be required to incur additional expenditure during your time at the College depending on your chosen Course (including field trips, visits, compulsory texts, materials, specialist clothing and printing costs). These will be either mandatory (essential) or optional. For example, the cost of a lab coat might be mandatory on a science Course, but a trip to Ghana to do charity work is likely to be optional if it isn't a requirement of your Course. Where any such additional costs are likely to be incurred in connection with your Course, these will be set out in the Course information you receive as a PDF alongside your Offer. You are responsible for payment of any and all such costs at such times and in accordance with such charging rates as the College notifies to you from time to time. By accepting your Offer, you confirm that you have received sufficient information on the Course that you have chosen and are aware of the associated fees and payment terms.

**11.6** At Course registration, Tuition Fees must be either paid in full for the year of study due to commence, or a commitment given to pay these by one of the approved payment options. Full details of these payment options are available in the HE Tuition Fee Policy [Policy 8.11].

**11.7** If you advise on Course registration that your Tuition Fees are being paid via your Student Loan Provider and the College's Tuition Fee Office has not received related confirmation from your Student Loan Provider by the date set in the HE Tuition Fee Policy [Policy 8.11] you will become liable to pay the Tuition Fees, which will be due immediately. You will be required to either agree a payment plan to pay the fees yourself or provide evidence that you have submitted an application for a tuition fee loan and that your application has not been declined by the Student Loan Provider.

**11.8** If you are deemed ineligible for a full tuition fee loan, or the tuition fee loan does not cover your full cost, then you must pay the balance of Tuition Fees or set up an instalment plan at point of registration.

**11.9** If payment of your Tuition Fees is being met by a third party and the third party fails to make payment, then you will be personally liable for the Tuition Fees and any other outstanding balance of fees.

**11.10** The UCBB will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

**11.11** Unless the College otherwise agrees in writing, Tuition Fees and any other sums paid or payable by you to the College will not be reduced as a result of your absence due to illness or otherwise.

**11.12** Overseas students will only be eligible for tuition fee refunds under the circumstances described in the College's Tuition Fee policy.

**11.13 Consequences of non-payment of Tuition Fees**

a) In the event that your Tuition Fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to suspend you from the UCBB, refuse to permit you to continue on your programme of study and/or terminate the Contract (without incurring any liability to you).

b) Under no circumstances will Students with outstanding Tuition Fees be permitted to register for any subsequent year of their Course. When the outstanding Tuition Fees have been paid in full, it will take up to two working days before you will be able to register.

c) Students with outstanding Tuition Fees from a previous programme wishing to apply for a new programme at the UCBB will not have their application processed.

d) Where a Student provides a sponsor letter and the sponsor fails to pay the invoiced Tuition Fees within 30 days from the invoice date, responsibility for the payment of fees will revert to the Student. You will then be required to pay the fees in full to avoid any of these consequences of non-payment being applied.

e) Students who have successfully completed their programme but have an outstanding tuition fee debt one calendar month before the date of the award will not be deemed eligible to have a degree, diploma, certificate or other academic award granted and conferred.

f) Students with outstanding debt will not be permitted to attend a graduation ceremony nor receive a transcript of marks.

g) Where a Student fails to make or procure the payment of their Tuition Fees in accordance with any agreed payment plan, the UCBB reserves the right to terminate the payment plan and Tuition Fees will be payable immediately. The UCBB also reserves the right to restrict access to iLearn, the UCBB's virtual learning system, and other IT and Library facilities for continued failure to pay your Tuition Fees. This sanction will remain in place until such time that a suitable arrangement to pay programme fees is in place and/or the outstanding account balance is settled.

h) If you hold an UKVI Student visa, are sponsored by a University and your Student account is restricted for reasons of debt, this may result in non-engagement with your programme of study and an inability to meet the terms of your sponsorship. Consequently, you may be withdrawn from your Course for non-engagement, resulting in the UCBB terminating the Contract and notifying UK Visa and Immigration (UKVI) that sponsorship of your Student visa had been withdrawn. UKVI would then begin the process of curtailing your Student visa.

i) Students who leave the UCBB with outstanding Tuition Fees will be traced via the debt collection agency engaged by the UCBB and debts will be recovered via the appropriate legal process.

j) If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact finance@bishopburton.ac.uk

## 12. Data Protection

**12.1** The UCBB holds and processes personal data and sensitive personal data or special categories of data about its students (current, past or prospective), applicants and alumni. When you apply to study at University Centre Bishop Burton, and whilst you are a Student with us, we will collect personal data from you.

**12.2** For more information about how we manage data and your responsibilities as a University Centre Bishop Burton Student, please see our General Data Protection Policy [Policy 3.05].

**12.3** The College's General Data Protection Policy [Policy 3.05] sets out guidance for College staff, students and others who process personal data on behalf of the College to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies). You agree to comply with the College's General Data Protection Policy [Policy 3.05] insofar as it applies to students.

## 13. Ownership of Students' Work and Intellectual Property

**13.1** In these terms and conditions "**Intellectual Property Rights**" shall mean patents, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**13.2** All Intellectual Property Rights developed by you during the course of your studies at the College ("**Student IP**") shall remain your property, subject to the below exceptions, and/or unless otherwise agreed with you:

a) You are working on a project involving a third party or are otherwise funded by a third party and the terms of the project contract and/or funding agreement between the College and the third party require the assignment of any Intellectual Property Rights created by you in relation to the project to the College or the third party (in which case the College will notify you before the commencement of the relevant project);

b) Intellectual Property Rights are generated as a result of working in collaboration with other students or College staff;

c) a member of College staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the College;

d) you have received significant financial support or material contribution from the College (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;

e) you are undertaking a wholly or partly sponsored project or placement; or

f) other exceptional circumstances such as being offered the opportunity to take part in a College sponsored event.

**13.3** In the excepted circumstances set out in clause 13.2 above or otherwise agreed with you, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these terms and conditions, or a separate agreement between you and the College will be required.

**13.4** Where the College makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

**13.5** The provisions of this clause 13 and any related agreement governing the ownership and exploitation of your Student IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of the Contract.

**13.6** The UCBB reserves the right to make and retain a copy (in written and/or digital format) of any theses written by you in connection with your Course and to use any such copies for non-profit educational purposes such as teaching, research and general use (and you hereby grant to the College a perpetual non-exclusive royalty free licence for such purpose subject always to the College's obligation in clause 13.4 above)).

## 14. Your Right to Complain

**14.1** We hope you will be happy and enjoy studying at University Centre Bishop Burton, however we recognise that sometimes things go wrong, and we may not meet your expectations. We welcome feedback from all Students and encourage you to contact us to discuss any concerns, problems, or queries as soon as possible, so that we can help to resolve these as quickly as possible.

**14.2** If we have not been able to resolve your complaint to your satisfaction, then you should follow our Complaints Procedure [OP_2.03].

**14.3** If you are still not satisfied after formal consideration of your complaint, you can contact the Office of the Independent Adjudicator who offer an alternative dispute resolution mechanism. Office of the Independent Adjudicator for Higher Education - OIAHE.

**15. Suspension by the College**

**15.1** The College may suspend your enrolment on giving you written notice. Suspension of enrolment may be enacted where incidences occur which would, had you been enrolled as a student, fall under the college's disciplinary processes or are incidences of a similar nature. Any such suspension by the College will be:

a) to enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the College, you cannot attend whilst the investigation is carried out; or

b) because in the reasonable opinion of the College, it will be detrimental to the health, safety or welfare of you or others for you to attend the College.

**15.2** You have the right to appeal a suspension under the preceding clause.

**16. Ending the Contract**

**16.1** Usually, this Contract will automatically end when you complete your Course. However, there are certain circumstances (either under the Contract or by law) where either you or we can end the Contract earlier.

**16.2** Without affecting any other right or remedy available to the College under the Contract or by law, the College reserves the right to terminate the Contract and exclude you from the College in the event that you commit a material breach of the Contract and do not (in the case of a material breach which is capable of remedy) remedy the material breach within 14 days of a notice from the College requiring the material breach to be remedied.

**16.3** For the avoidance of doubt, you will be deemed to have materially breached the Contract if:

a) any relevant board of examiners for your Course determines that you have failed your Course;

b) your attendance or academic performance on your Course are inadequate (having regard to the information contained in the relevant Course handbook and the relevant policies and procedures of the College or any other academic institution involved with your Course);

c) you do not pay or procure the payment of your Tuition Fees or any other sums to the College when due under the Contract;

d) you do not meet any conditions of your Offer by any corresponding deadline set by the College;

e) you fail to disclose relevant information to the College or have provided false, incomplete, inaccurate or misleading information to the College;

f) you do not disclose a relevant criminal conviction or police investigation as outlined in clauses 5.5 and 5.6;

g) you do not provide satisfactory evidence of the qualifications that you hold before admission onto your Course;

h) you do not enrol/register or re-enrol/re-register by any related deadline that we communicate to you;

i) you are an Overseas Student and you do not have a suitable visa, or your visa is withdrawn, or you do not meet the conditions of your visa, or you no longer have permission to study in the United Kingdom;

j) you fail to comply with any special requirements communicated to you (of the nature described in clause 5.7 above);

k) you breach clause 7.6 above;

l) your behaviour represents a serious risk to the health, safety or welfare of yourself or others;

m) you receive a criminal conviction during the period of the Contract and the College, acting reasonably, considers the existence of such criminal conviction to make it inappropriate for you to continue on your Course;

n) you fail to satisfy any minimum attendance requirements of any of the College's funders and the College is required to, as a result, terminate the Contract;

o) you are declared bankrupt;

p) you are studying a professional Course with a specific code of conduct, and you have not met the standards in accordance with the Fitness to Practice requirements of the validating university. See Annex A below for links to our awarding partners' regulations; or

q) you do not meet the minimum progression requirements as set out in the relevant awarding body's regulations (see Annex A below for links to our awarding partners' regulations).

**16.4** If the College terminates the Contract early and excludes you from the College under the Contract or as a result of your breach of the Contract:

a) you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments, undertake tests or examinations, or proceed to any degree or other award offered by the College;

b) you shall not entitled to any refund of any Tuition Fees or other sums that you have previously paid or procured the payment to the College of, and you shall pay or procure the payment of any outstanding Tuition Fees and other sums immediately on demand by the College; and

c) you shall return your College access card and lanyard immediately to the College.

**16.5** Termination of the Contract will not affect any legal right or obligation that either you or the College has that may already have arisen.

**17. Liability**

**17.1** The College is under a legal duty to supply services to you that are in conformity with the Contract. Nothing in these terms and conditions will affect your legal rights.

**17.2** Whilst we take reasonable care to ensure the safety and security of our Students whilst on the UCBB's campus and/or whilst using the UCBB's services, we cannot accept responsibility, and expressly exclude liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

**17.3** The UCBB will 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 UCBB.

**17.4** Nothing in these terms and conditions shall limit or exclude the UCBB's liability to you for (i) fraud or fraudulent representation, (ii) death or personal injury caused by our negligence, or (iii) any other liability which cannot be excluded by law.

**17.5** If the College fails to comply with the Contract, the College is responsible for loss and damage that you suffer which is a foreseeable result of the College breaching the Contract or failing to use reasonable care and skill, but the College is not responsible for any loss or damage that is not foreseeable or which is attributable to your own fault or the fault of a third party that is not within our control. Loss or damage is foreseeable if eiordither it is obvious that it will happen or if, at the time the Contract was made, both the College and you knew it might happen (for example, if you discussed it with the College during the application process).

**17.6** If the College's performance of the Contract is affected by an event outside the College's control then the College will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided the College does this, the College will not be liable for delays caused by the event but if any such delay continues for 90 days or more you may contact the College to end the Contract and be refunded for any services you have paid for but not received.

**18. Governing Law and General Information**

**18.1** The Contract is between you and the College. No other person will have any right to enforce the terms of the Contract.

**18.2** You may only transfer your rights or your obligations under the Contract to another person if the College agrees in writing.

**18.3** Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable (whether in whole or in part), the remaining clauses (or the relevant part) will remain in full force and effect.

**18.4** In the event of any conflict or inconsistency between these terms and conditions and any University Centre Bishop Burton charters, policies, procedures and regulations, these terms and conditions will take precedence to the extent of such conflict or inconsistency.

**18.5** If we fail to insist that you do anything you are required to do under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that the College has waived its rights against you and will not mean that you do not have to comply with those obligations. If the College does waive a default by you, the College will only do so in writing, and that will not mean the College will automatically waive any later default by you.

**18.6** Please note that the Contract is governed by English law. This means that the Contract, and any dispute or claim arising out of or in connection with it, will be governed by English law. You and the College both agree that the courts of England and Wales will have non-exclusive jurisdiction. 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.

**Annex A**

**UCBB Charters, Regulations, Policies and Procedures**

You are required as a condition of accepting a place on a Course and Enrolling to abide by the UCBB's Charters, Regulations, Policies and Procedures which can be found on the College's website: https://www.bishopburton.ac.uk/about-us/policies-and-reports

You will find the documents in the folders on the webpage identified below. These include:

| **Regulation, Policy and Procedure** | **Location** |
|---|---|
| Anti-Harassment and Anti-Bullying Policy – Students [Policy 4.01] | Student Support and Careers |
| Complaints Procedure [OP_2.03] | Our Policies and Procedures |
| Computer Acceptable Usage Regulations [CQD182] | Higher Education Policies and Procedures |
| Equality, Diversity and Inclusion Policy [Policy 4.06] | Higher Education Policies and Procedures |
| General Data Protection Policy [Policy 3.05] | Higher Education Policies and Procedures |
| Higher Education Academic Appeals Procedure [OP_2.01] | Higher Education Policies and Procedures |
| Higher Education Academic Misconduct Procedure (Non-University Provision) [OP_1.111] | Higher Education Policies and Procedures |
| Higher Education Academic Misconduct Procedure (University Partners) [OP_1.110] | Higher Education Policies and Procedures |
| Higher Education Admissions including Appeals Procedure [OP1.106] | Higher Education Policies and Procedures |
| Higher Education Admissions Policy [Policy 8.07] | Higher Education Policies and Procedures |
| Higher Education Procedure for Accreditation of Prior Learning (APL) (HE) [OP_1.323] | Higher Education Policies and Procedures |
| Higher Education Support Fund Policy [Policy 8.08] | Higher Education Policies and Procedures |
| Higher Education Tuition Fee Policy [Policy 8.11] | Higher Education Policies and Procedures |
| Instrument and Articles of Government | Governance Policies and Key Documents |
| Operating Procedure for Health (HE and FE) (inc. Fitness to Study Procedures) [OP_4.05] | Higher Education Policies and Procedures |
| Peer on Peer Sexual Harassment, Sexual Abuse and Sexually Harmful Behaviours [Policy 4.11] | Higher Education Policies and Procedures |
| Safeguarding Children and Adults at Risk Policy [Policy 4.03] | Higher Education Policies and Procedures |
| Social Media Policy (Students) [Policy 4.09] | Higher Education Policies and Procedures |
| Student Privacy Notice [Webpage] | https://www.bishopburton.ac.uk/about-us/student-privacy-notice |
| Substance Misuse Policy (Students) [Policy 2.05] | Higher Education Policies and Procedures |
| University of Huddersfield Academic Regulations [Webpage] | University of Huddersfield - Regulations for Taught Students |
| University of Hull Academic Regulations [Webpage] | University of Hull Quality and Standards - Programme Regulations |
| University of Lincoln Regulations [Webpage] | University Regulations - University of Lincoln |

**Annex B**

**Model Cancellation Form**

To: Bishop Burton College, York Road, Bishop Burton, Beverley HU17 8QG

Email: admissions@bishopburton.ac.uk

I hereby give notice that I wish to cancel my contract with Bishop Burton College for a place on the following programme:

Name of programme: ----------

I accepted the College's related offer of a place on the programme on: [Date]

Full Name of Student: [Insert] …….

Address of Student: [Insert] ……..

……

Signature of student (only if this form is notified on paper): …….

Date …….

https://www.bishopburton.ac.uk/uploads/files/Our-Policies-and-Procedures/Governance-Policies-and-Key-Documents/Instrument-Articles-of-Government-Approved-17-October-2023.pdf

| | |
|---|---|
| Document Title: | Higher Education Terms and Conditions |
| Document Author: | Sarah Reynolds-Golding |
| Responsible Person and Department: | Assistant Principal Higher Education |
| Approving Body | Corporation |
| Review Date | September 2025 |
| Indicate whether the document is for public access or internal access only.<br>Indicate whether the document applies to collaborative provision?<br>(Strikethrough text, as appropriate) | **Public Access**<br><br>Internal Access Only<br><br>Applies to Collaborative Provision |
| Summary: | |