



## Terms & Conditions

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<b>V1</b>	<b>V1.1</b>	21-04-2024	11.1 regarding SLC loan repayment thresholds from Sep 2024 onwards (21-04-2024)

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## 1 Purpose

It is important that you, the applicant, read these Terms and Conditions carefully before you accept the offer to study on a course at Trent Education Centre (TEC). Once you accept an offer to study at TEC, it means that you agree to these Terms and Conditions and have entered a legally binding contract with TEC. You are permitted by law to have a 14-day cooling off period after you have enrolled, in which time you can terminate your contract with TEC without any consequences. However, after the 14-day period has passed, these Terms and Conditions will apply.

These terms and conditions aim to provide you with clear and transparent information about your relationship with the College, so that you will know your rights and obligations and TEC's rights and commitments. In all these matters it is the College's intention to comply fully with the expectations of the UK Consumer and Markets Authority (CMA) so that your rights as a consumer are protected.

## 2 Who this is for

Only students who are enrolled, or who intend to enrol on one of TEC's higher education courses needs to read these Terms and Conditions apart from admissions and compliance staff who also should also be familiar with them. If a student wishes to ask questions about any of our courses, they should contact:

Admissions [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) or visit one of our study centres in Nottingham, Leicester or Birmingham and ask for help and support. At the time of writing these Terms and Conditions, the College intends to offer the following courses in 2024:

- ATHE Level 4 in Business and Management
- Pearson BTEC HND in Business (Entrepreneurship and Small Business Management)

**It may be the case that you TEC will in future offer courses in partnership with another organisation. If this is the case, you will be advised on whether to refer to the partner's Terms and Conditions.**

## 3 Terminology

**The College, Trent Education Centre, TEC, We, Us or Our** (belonging to TEC) means:

Trent Education Centre a company registered in England and Wales, company number: 14301831.

Full Business Name: Trent Education Centre Ltd

Registered Office Address: Digital House, 2.3 Clarendon Park, Nottingham, England, NG5 1AH

Contact: Admissions on [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk)

**You, Your, or the Student** means the person who has been offered a place to study at the College and has completed and signed the Acceptance Form.

**Admission** means that you have accepted an offer to join a course and you are invited to enrol on the course as a student.

**Enrolment** means that after accepting the offer to join a course, you have submitted a completed Acceptance Form and attended the Induction for the course.

**Re-enrolment:** every year you will be required to confirm by a published deadline that you wish to continue your studies at the College. This is referred to as re-enrolment

**Deferral** means that after being accepted on a course, you have requested permissions from the College to start at a later date than the original start date. This is called a deferral and you must obtain permission for this from the College. You cannot defer the start of your course for any longer than one academic year.

**Entry** is used once you have attended your course for the first time.

**Tuition Fees:** this needs to be paid to cover the costs of your Tuition at the College. The Tuition Fees for each course are available on the College website.

**Funded students:** these are student who are able to receive a loan from Student Finance England (SFE) to pay their Tuition Fees. They may also be able to apply for maintenance costs during their studies depending upon their circumstances.

**Self-funded students:** these students who wish to pay for their studies out of their own pocket. Self-funded students will be required to pay their fees before they start the course. Self-funded students do not receive any financial support from Student Finance England (SFE). Student may be granted permission to pay their fees in instalment. Students should request an instalment plan from the Admissions staff at the College if they wish to pay their fees by instalments.

**Sponsored Students:** these are students who have a sponsor - not a member of their family or a friend- who wishes to pay their Tuition Fees for them. This could be a company, charity or a government official from their country.

**Overseas students:** this refers to students who travel to the UK to study and may need a student visa because they are not UK citizens. Overseas students will need to pay their fees or have them paid by a sponsor because they are not able to apply for a loan from Student Finance England (SFE). Overseas students may also be required to pay higher fees for their course than home students.

## **4 Fair Access**

The College is committed to treating everyone fairly and equally and without discrimination during the admissions process. According to the Equality Act 2010, the College does not discriminate against anyone on the grounds of age, differing abilities, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief (including lack of belief), sex, and sexual orientation. Anyone who needs additional support in order to apply for a course at the College should speak to a member of staff or email [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) and we will do what we can to help you. TEC will make reasonable adjustments where possible for people with disabilities or learning difficulties.

## **5 Admission & Enrolment**

### **5.1 Offer Letter**

You will receive an Offer Letter if your application for a course is successful. The Offer Letter includes the course you are invited to join and how to enrol. You may be asked to meet some conditions before you can enrol on the course and these will be included in the Offer Letter.

### **5.2 Acceptance Form**

Once you have received an offer and you have decided to accept it, you will need to complete an Acceptance Form before you can enrol on the course.

### **5.3 Your Agreement**

Completing and signing the Acceptance Form means that you agree to these Terms and Conditions and to the TEC Refund, Fees and Compensation Policy.

## 5.4 Learning Agreement and Fees

After completing the Acceptance Form, you will be asked to sign the Learning Agreement. Students funded by Student Finance England (SFE) will have their fees paid in instalments directly to the College. If you are not funded by Student Finance England (SFE), you will also be asked to agree upon payment plan with the College for your tuition fees. Self-funded Home Fee Status students must normally pay full fees for the academic year at the start of their course.

## 5.5 Confirmation of Acceptance of Studies (CAS)

Overseas students, whether self-funded (paying their fees themselves) or sponsored (someone else who is not a family member is paying their fees e.g. their employer), must pay full fees for the academic year before they will be issued with a Confirmation of Acceptance of Studies (CAS).

## 5.6 Cancelling your enrolment

We may cancel your enrolment if you:

- Are unable to prove that you have the right to study in the UK
- Fail to meet any of the conditions specified in your offer letter
- Are disqualified from admission due to relevant criminal conviction
- Provide false or misleading information
- Fail to pay the tuition fees (or provide information related to payment) as explained in the College's Tuition Fees, Refunds, and Compensation Policy

**It is illegal to give false information about yourself when applying for a visa. If you do this, your course will be cancelled, and the College may keep the fees you paid.**

## 5.7 Re-enrolment

You will be required to re-enrol at the College every time you start a new academic year. However, you may not be permitted to re-enrol if you:

- Have been suspended from the College due to disciplinary proceedings
- Have been withdrawn due to academic or non-academic malpractice including breaching the student code of conduct
- Have committed or been convicted of a relevant criminal offence
- Owe tuition fees to the College or have breached the TEC Tuition Fees, Refunds and Compensation Policy.

## 6 Acceptance Documents

You will be provided with or referred to the following documents when you apply to join a TEC higher education course and you are accepted by TEC:

- An Offer Letter from TEC and Acceptance Form for you to sign and return
- The TEC Learning Agreement for you to sign and return
- The Tuition Fees, Refunds and Compensation Policy
- TEC policies on Attendance and Engagement, Student Discipline and Academic Misconduct.

Once we receive your signed Acceptance Form, you have enrolled into the course and these Terms and Conditions will apply subject to the 14-day cooling off period explained above. **Please note that there may be additional requirements for any partner organisation that TEC may be working.**

## 7 Deferral and Cancellation

### 7.1 Deferral

After you have been offered a place on a course, you may request a deferral. This means that you wish to start the course at a later date than originally agreed. Deferrals may only be considered if they are not more than one academic year after the original start date. In accordance with the TEC Tuition Fees, Refunds and Compensation Policy, you may be able to get a refund of tuition fees paid if your request for a deferral has been accepted. You must receive a written agreement from the College in order to defer your studies.

### 7.2 Cooling off period

After you have completed and signed the Acceptance Form, you will have 14 days 'cooling off' period to cancel your agreement with the College. You will receive a full refund for any fees you have paid, and will not be liable for any fees thereafter if you decide to cancel within 14 days of accepting your place on the course.

### 7.3 Cancellation

You must complete a Cancellation Form and email it to [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) if you wish to cancel your course.

### 7.4 Self-funded student refunds after cancellation

You have 14 days from when you signed the Acceptance Form to cancel your enrolment on the course if you are self-funded. In this case, the College will refund any payments you have made within 20 days. You must provide written confirmation of your wish to cancel if you wish to receive a refund. You may do this by using the Cancellation Form, or sending us an email [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) giving your name, the course you have enrolled for and stating that you wish to cancel your enrolment.



## **7.5 Withdrawal**

You will need to follow the College's termination procedures if you wish to withdraw from the course after the 14-day cooling off period has ended. In this and you may not be eligible for a refund.

In accordance with the TEC Attendance and Engagement Policy, you may be withdrawn from your course if your attendance and engagement are poor. Before you are withdrawn, you will receive warnings about poor attendance and engagement.

## **8 What we expect from you**

### **8.1 Student Code of Conduct**

Students are required to follow the TEC student code of conduct and treat all other members of our community with respect, tolerance and kindness. Students who breach the TEC student code of conduct may be subject to disciplinary action up to and including suspension or withdrawal from the course. Please refer to the Student Discipline Policy for more details.

### **8.2 Communications**

When you enrol at the College, you will be given a College email address and login access to a Virtual Learning Environment (VLE) where all your course information is placed including teaching materials and links where you can upload your coursework for assessments.

You are expected to check the VLE and your TEC regularly in order to receive important information and stay up to date. We will only use personal emails if students are not responding to us and we need to get in touch with you. If your TEC email address is not working, you may use your personal email temporarily to contact the College until your TEC email is working again.

**Whilst you are enrolled on a TEC course, you must inform the College if you change your address, phone number or personal email.**

### **8.3 Attendance**

You must attend all the scheduled classes for your course. If you are unable to attend for any reason, you must follow the procedures in the TEC Attendance and Engagement Policy. In addition to class hours, you are also required to complete many more independent study hours. You can find all the details about this in the Student Handbook and Course Details that will be given to you during enrolment and induction.

When you enrol on a course, you agree to attend and participate in all of your scheduled teaching and assessment activities. This is set out in our Attendance and Engagement Policy. In addition to the hours you need to attend classes, you are expected to study independently. You will see how many independent study hours you need to do by reading the Student Handbook or Course Outline.

## **8.4 Learning Difficulties or Medical Conditions**

Students with a learning difficulty or medical condition that affects their ability to study should inform the College as soon as possible. This will allow us to make any reasonable adjustments that may help you with your studies. If the College is unable to meet any specific needs you may have, we will take professional advice and consider the best option to take. In the last resort we will withdraw a student if we are unable to meet their specific needs safely.

## **8.5 Student Progression**

In order to progress to the next level, you must attend your classes and submit and pass your assignments by the deadline (or pass your exams if relevant).

# **9 Our Commitment**

## **9.1 Guarantee of Quality**

The College is committed to providing students with a high-quality learning and teaching experience and we will do all that we can to ensure you achieve academic success and meet your career goals. However, you will also need to make the right commitment to your studies in order to succeed.

## **9.2 Student Protection Plan**

The College has the resources to ensure that you will be able to complete your course successfully. However, we must also be prepared for unexpected events that may prevent the College from being able to run its courses effectively. The Covid pandemic is an example of such an event that cannot be predicted but has the potential to cause huge disruption to your studies. The College has a Student Protection Plan (SPP) which weighs up all the risks that could affect our ability to run your course, and considers what steps (mitigations) we would take in such unlikely circumstances e.g. we might offer you the option of transferring to an alternative College if we were unable to run the course ourselves for any reason.

## **9.3 Course variation**

The College will not make any changes to your course as advertised unless absolutely necessary. If changes are required for any reason, you will be consulted and we will seek to obtain your agreement before proceeding. Minor changes might include adjustments to the timetable. If the College has to make a major change e.g. cancelling a course that you are enrolled on, we will support you in every way we can in finding an alternative.

## **9.4 Course Details, Calendar and Timetable**

When you apply for a course, you will be referred to the course details on the TEC website, which includes all the content of units or modules you will be studying. You will also be given an academic calendar and weekly timetable for your course every term or semester. The College will not make any changes to the curriculum or timetable unless it is considered beneficial to students. In this case, you will be consulted about the proposed changes at least three weeks beforehand.

## 9.5 Course Closures

If there are not enough students enrolling on a course, the College may need to cancel it. In this case, the student will be offered the chance to join another course or they will be free to cancel and withdraw from the course without any financial penalty. We will also try to help you find an alternative college or university that offers the same course. If the course you are doing closes, you may also be able to get compensation according to the College's Tuition Fees, Refunds and Compensation Policy.

## 10 Student Loans

There are circumstances in which it may be possible in the near future for students who are applying to join a higher education course at TEC to apply for student loan funding to pay their tuition fees. This would be the case if the College is successful in its application for registration with the Office for Students, or if the College were to form a partnership with another provider. The following terms and conditions would apply to students studying at TEC if they were able to apply for student loan support to pay for their tuition fees.

## 11 Tuition Fees

### 11.1 Students with a Loan

Eligible students can receive a loan to pay for their Tuition Fees from the Student Finance England (SFE). Students funded this way have their fees paid in instalments directly to the College or if the College has a partner, the fees will go to the partner organisation. Fees paid by SFE loan are subject to the UK Government's Terms and Conditions <https://www.gov.uk/student-finance>.

Students who receive a loan from SFE, are expected to pay back the money they borrow to the Student Loan Company (SLC) when they are earning above a certain income. The UK threshold for loans taken after Sep 2012 until July 2023 is 9% on income over £27,295 a year, £2,274 a month, or £524 a week. The UK threshold for loans acquired from September 2024 onwards. However, is 9% of income over £24,990 per year, £2,082 per month, or £480 per week. See further details in the link below. <https://www.gov.uk/government/publications/student-loans-a-guide-to-terms-and-conditions/student-loans-a-guide-to-terms-and-conditions-2022-to-2023>

Students who apply for a student loan should be aware of how much money they will have to pay back when they complete their studies and are earning above the threshold.

You will be liable to pay whatever remains of your tuition fees if the SFE stops funding you for any reason. You will still be liable for any remaining fees if you withdraw, suspend or terminate your studies.

### **11.2 Students with no Loan**

You may choose to pay your Tuition Fees as a self-funded student. This applies to local or international students who may or may not be eligible for a loan.

### **11.3 Registration Fees**

Students who pay their own Tuition Fees may also need to pay registration fees for awarding bodies themselves. You will be informed if there is an awarding body registration fee you have to pay in addition to tuition fees.

### **11.4 Deposit**

Students who pay a deposit to enrol on a course, may not be refunded if they decide afterwards that they do not wish to join the course. Decisions about refunds in these cases will be decided on a case by case basis. Refer to the TEC Tuition Fees, Refunds and Compensation Policy for more details.

### **11.5 Additional Charges**

Students who pass all the units of their course will not be required to pay any additional charges to study at TEC. Students who fail on their first submission are generally given an opportunity to resubmit and pass at no extra costs. Students who fail to pass on their resubmission may need to **retake** the unit and this may mean that they will need to pay additional Tuition Fees for which there will be no student loan. It is always better for students to pass on first submission or resubmission if necessary. You should avoid the extra cost and time required for retaking a unit. All details of submission, resubmission and retakes are in the TEC Assessment Policy.

### **11.6 Total Costs**

The College Fees Offer Letter provides the total cost of your course.

### **11.7 Payment**

By accepting these Terms and Conditions you agree to be bound by the College's Tuition Fees, Refunds and Compensation Policy. You also agree to pay all fees owed to the College on time and in accordance with the payment terms agreed.

### **11.8 Self-funded student fees**

Self-funded students are usually required to pay the fees for the whole academic year when they start their studies. Overseas students will only receive the Confirmation of Acceptance of Studies Letter when they pay their full fees for the academic year.

### **11.9 Instalments**

Self-funded students including overseas students may pay their fees in instalments throughout the academic year if agreed with the College's Executive Finance Committee . If it is agreed, the details of the payment schedule will be included in the Confirmation of Acceptance of Studies Letter.

### **11.10 Fee Increases**

The College will follow the Tuition Fees, Refunds and Compensation Policy if it decides to increase its Tuition Fees. Students who have already paid fees will not be asked to pay more if the fees increase.

### **11.11 Non-payment**

It is important that you pay your tuition fees on time as agreed or the we may suspend or terminate your registration, restrict your access to College premises and facilities, report you to credit agencies and, if applicable, to SFE.

The College will seek restitution if a student fails to pay fees by the end of their studies. The Managing Director will seek restitution of fees in accordance with the contractual arrangements. In these circumstances the student's welfare will remain a priority and the student may be referred to College support staff if required.

Students may not be allowed to attend classes, submit work or take exams if they have not paid their fees. If a student passes their course, they we will not receive their certificate until they have paid all the outstanding payments they owe to the College.

Students who owe fees at the end of their studies will need to agree a payment plan with TEC. No certificate can be provided to a student until all fees have been paid. Any legal costs incurred by TEC will be added to the fees. If fees remain unpaid, TEC may seek legal recovery of debts.

## **12 Tuition Fees, Refunds & Compensation Policy**

Refer to the Tuition Fees, Refunds and Compensation Policy if you wish to apply for a refund or compensation.

## **13 Complaints**

Please refer to the TEC Complaints Policy if you wish to make a complaint. We follow three stages in dealing with complaints from early resolutions to formal complaint and review. If you are still unsatisfied you can request Completion of Procedures Letter from TEC and then complain to the Office for the Independent Adjudicator for Higher Education (OIAHE) <http://www.oiahe.org.uk>.

## **14 Withdrawal**

### **14.1 You wish to withdraw**

You are permitted to terminate your contract with TEC and withdraw from the course within the 14-day cooling off period without any consequences. If you wish to terminate after the cooling off period, you must send an email to [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) explaining why you want to withdraw. Your termination of studies begins we accept your withdrawal by email.

### **14.2 Termination by TEC**

If any of the following applies your contract may be terminated by:

- You have provided inaccurate or misleading information about yourself
- You owe money to the College  
You have breached a key policy such as the Student Code of Conduct, Student Disciplinary Policy, Fitness to Study Policy, Assessment Policy or Attendance and Engagement Policy because you did not attend classes or submit assignments by deadline despite receiving warning letters/emails.
- You have committed or been convicted of a relevant criminal offence
- You are considered dangerous to other people or yourself.

### **14.3 Appeal against termination**

Follow the TEC appeals procedures in the Student Discipline Policy or Complaints Policy if you wish to appeal against a decision by TEC to terminate your contract.

### **14.4 Automatic termination**

It is mandatory for you to re-enrol on your course at the start of every academic year. Your contract with the College will end automatically if you fail to re-enrol by the deadline provided.

## **15 Suspension**

### **15.1 Decision to suspend**

You may be suspended rather than withdrawn from the course as a result of misconduct such as plagiarism. You may be suspended whilst an allegation is being investigated.

### **15.2 Appeal**

Refer to the Student Discipline and Academic Misconduct Policies for how to appeal against a suspension.

## **16 Data Protection**

TEC Data Privacy Notice and Consent Policy available on our website ensures our compliance with General Data Protection Regulations (GDPR) 25 May 2018. You should read this before accepting an offer to study at TEC. We may be required to send your personal data to government bodies such as the Higher Education Statistics Agency (HESA). The College may also need to pass your information to Student Finance England (SFE) if you are receiving a student loan.

### **16.1 Right of access**

You have the right to access any personal data we keep about you at the College.

### **16.2 Intellectual Property**

When enrolling on a course, a student agrees that any intellectual property in relation to their studies is TEC property in the first instance. The student may request the transfer of intellectual property back to them.

## **17 Events beyond the control of the parties**

### **17.1 Force majeure - Events beyond the control of the student**

An event beyond reasonable control is called a Force Majeure Event. This may include a fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of electricity or other utility or transportation service.

### **17.2 Notification**

If you are prevented from meeting your commitments under these terms and conditions due to an event beyond your control you must provide written explanation to the College as soon as possible. The College will also inform you if a force majeure event forces us to close the College.

### **17.3 Continuing force majeure**

You can terminate your contract in writing without penalty and claim a refund for services that have not been received if a force majeure event continues for more than 90 days.

### **17.4 Withdrawal of services**

There are unforeseen events beyond our reasonable control that may occur which force the College to close. These may include health and safety concerns or maintenance and repairs. The College will make every effort to inform and support students if we are forced to withdraw services temporarily. Details of mitigations in these instances can be found in the College's Student Protection Plan.

## **18 Other Terms**

### **18.1 Liability**

These Terms and Conditions shall not limit the liability of the College for fraud, wilful deceit, death or personal injury where this is caused by the negligence of the College.

### **18.2 Third party rights**

There is no third party with rights to enforce any of these term and conditions.

### **18.3 Jurisdiction**

These terms and conditions only relate to the TEC educational and related services we provide. We are governed by the law of England and Wales. You and the College agree the Courts of England and Wales have full and exclusive (only) jurisdiction over these terms and conditions.

### **18.4 Consumer rights**

We have taken care to use simple language so that these terms and conditions are clear in meaning and easy to understand. Your statutory rights are unaffected by these terms and conditions. You may contact the National Union of Students or the Citizens Advice Bureau if you wish to seek independent advice.

### **18.5 Variation**

Any changes to these Terms and Conditions must be agreed in writing and signed by you and the College.

### **18.6 Policies and updates**

The College makes every effort to place all its policies including these terms and conditions on its website. There may be occasions when the website is temporarily under construction and the policies are not available. The TEC policies are reviewed every year, but may be subject to updates at any time. You will be informed if any there are any changes to policies that may impact on these terms and conditions.



### **18.7 Enforcement**

These terms and condition will be valid at a later date if you or TEC fail or delay in carrying them out.

### **18.8 Interpretation**

Any previous agreements there may have been between you and the College are cancelled of superseded by these terms and conditions.