

Terms & Conditions

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Previous Version	New Version	Date	Update
V1	V1.1	21-04-2024	11.1 regarding SLC loan repayment thresholds from Sep 2024 onwards (21-04-2024)
V1.1	V2	28-10-24	New cover page
V2	V3	14-03-25	Clarity of language under 'Purpose' to include the term 'treated fairly'. Offer of courses in ATHE L4 Extended Diploma in Business and Management and HND in Business and other details
V3	V3.2	20-03-25	Clarity of language under 7.2 Cooling off Period. Data on student loan repayment period has been updated. 11.8 and 11.9 rewritten for consistency.
V3.2	V3.3	04-06-25	Section on Key Legislation on consumer law and CMA guidance. Information on International Students given a separate section. Course Variation statement added to ensure students are informed about any changes to their course.

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1. Purpose

It is important that you, the applicant, understand the contents of these Terms and Conditions if you enrol on a course at Trent Education Centre (TEC). When you accept an offer to enrol on a course at TEC, these Terms and Conditions will be binding. You are permitted by law to have a 14-day cooling off period after you have enrolled, by 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 TEC, so that you will know your rights and obligations and TEC's rights and commitments. In all these matters it is TEC's intention to treat you fairly and make sure that we follow UK Consumer and Markets Authority (CMA) rules and regulations 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 should also be familiar with them. An applicant or student who has any questions about any of our courses may contact: admissions@trenteducation.co.uk Admissions 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, TEC offers the following courses:

- ATHE Level 4 in the Extended Diploma in Business and Management
- Pearson BTEC HND in Business (Entrepreneurship and Small Business Management)
- 2.1.1. It may be the case that TEC will offer courses in partnership with another organisation in future. If this is the case, you will be advised on whether to refer to the partner's Terms and Conditions.

3. Key Legislation

This policy has been informed by the following key information on consumer protection:

UK higher education providers – advice on consumer protection law (May 2024). Consumer Rights Act 2015 Part 2 Covering unfair terms. Consumer Protection from Unfair Trading Regulations 2008 (CPRs) Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs)

4. Terminology

TEC, Trent Education Centre, TEC, We, Us or Our (belonging to TEC) means the company called Trent Education Centre (TEC), which is registered in England and Wales, company number 07959722

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

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

Admission means that you have accepted an offer to enrol on a course as a student at Trent Education Centre.

Enrolment means that after accepting the offer of a course, you have 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 TEC. This is referred to as re-enrolment

Deferral means that after being accepted on a course, you have requested permissions from TEC to start at a later date than the original start date. This is called a deferral and you must obtain permission for this from TEC. 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: these must be for all the teaching and learning (or tuition) we provide you with at TEC. The Tuition Fees for each course are available on the TEC website.

Funded students: these are student whose tuition fees are paid by a loan they receive from Student Finance England (SFE). 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. It also includes students whose fees may be paid by a family member or friend. Self-funded students must pay the tuition fees before their course starts. Students who are self-funded do not receive funding for tuition fees from the 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 TEC if they wish to pay their fees by instalments.

Sponsored Students: these are students who have a sponsor who pays their fees for them such as a company they may work for or any other organisation such as a charity. It might also include payment of fees by the government of their country of origin. It does not include any family member or friend who wishes to pay their tuition fees for them.

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. Oversees 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). Oversees students may also be required to pay higher fees for their course than home students.

5. Fair Access

TEC is committed to treating everyone fairly and equally and without discrimination during the admissions process. TEC complies with the Equality Act 2010 and actively welcomes applications from people of all backgrounds including those with the following characteristics:

- age;
- disability;
- gender reassignment;
- marriage and civil partnership;
- pregnancy and maternity;
- race;
- religion or belief (or no religious belief);
- sex;
- sexual orientation.

Applicants who feel that they may need some additional support to complete their application for a course at TEC due to any illness, disability or learning difficulty, may speak to a staff member at TEC. You may also contact us by email admissions@trenteducation.co.uk and ask for any assistance. We will do whatever we can within reason to adjust our admissions procedures in order to provide fair and equitable access to people who may have a long-term illness, disability or learning difficulty.

6. Admission & Enrolment

6.1. 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.

6.2. 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.

6.3. Your Agreement

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

6.4. Learning Agreement and Fees

After completing the Acceptance Form, you will be asked to sign the Learning Agreement. If you have been approved for funding from Student Finance England (SFE), your tuition fees will be paid to TEC in instalments. If the course you are joining is delivered by Trent Education Centre in partnership with another TEC or University, your fees may be paid directly to them. If you are not funded by Student Finance England (SFE), you will also be required to pay the full fee or to agree to a payment plan 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.

6.5. Cancelling your enrolment

We may cancel your enrolment if you:

- Are unable to prove that you have the right to study in the UK
- Do not satisfy the conditions that are explained in the offer letter we have given you
- Are disqualified from admission due to relevant criminal conviction
- Provide false or misleading information
- We do not receive payment of tuition fees as expected and you have not provided any reason or explanation about when or how payment will be made. You should read TEC Tuition Fees, Refunds and Compensation Policy for information regarding payment of tuition fees

6.6. Re-enrolment

Every academic year, you will need to re-enrol at TEC. For example, if your course is two years, you will need to enrol before you start year one, then enrol again at the start of year two. However, we will not re-enrol you in the following cases:

- We have suspended you from TEC during disciplinary proceedings
- You have been withdrawn due to academic or non-academic malpractice including breaching the student code of conduct
- You have committed or been convicted of a relevant criminal offence
- You owe tuition fees to TEC or have breached TEC's Tuition Fees, Refunds and Compensation Policy.

6.7. International Students Only

6.7.1. 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).

6.7.2. Giving False Information

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

7. 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
- 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 with.

8. Deferral and Cancellation

8.1. 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 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 TEC in order to defer your studies.

8.2. Cooling off period

After you have completed and signed the Acceptance Form, you will have 14 days 'cooling off' period during which time you can change your mind and cancel your course. If you decide that you do not wish to continue with the course before the 14-days cooling off period ends, you will not be required to pay any fees or any other costs. If you have already paid fees but decide to cancel you course before the cooling off period ends, you will be able to apply for a refund. Please see the Tuition Fees, Refunds and Compensation Policy for more information.

8.3. Cancellation

Students will need to complete TEC's **Cancellation Form** if they decide to cancel their course. You may do this in person or email it to us at admissions@trenteducation.co.uk.

8.4. 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, TEC refunds 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 giving your name, the course you have enrolled for and stating that you wish to cancel your enrolment.

8.5. Withdrawal

You may not be eligible for a refund if you withdraw from a course you have enrolled on once you have completed 14 days on the course, which means that the cooling off period is over. If you wish to withdraw after the 14 days, you must complete our termination procedures.

In accordance with TEC **Attendance and Engagement Policy**, you may be withdrawn from your course if you have low attendance and engagement on the course. Before you are withdrawn, we will send you warnings if your attendance and engagement are not acceptable.

9. What we expect from you

9.1. Student Code of Conduct

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

9.2. Communications

Once you have enrolled on a course at TEC, we will give you a TEC email address and your login details so that you can access our Virtual Learning Environment (VLE). The VLE is where you will find all the information you need about your course including the lesson materials and learning resources. You will also be able to submit your work for assessments on the VLE.

You are expected to check the VLE and your TEC email 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 TEC until your TEC email is working again.

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

9.3. Attendance

You must attend all the scheduled classes for your course. There are clear guidelines in TEC's **Attendance and Engagement Policy** on what to do if you are unable to attend for any reason. You should be prepared to complete many more independent study hours in addition to the hours you spend in class with your tutor. You can find all the details about this in the **Programme Handbook** that contains all the course details will be given to you during enrolment and induction.

9.4. Disabilities and Learning Difficulties

Students who have a disability, learning difficulty, long-term illness or medical condition are strongly encouraged to inform TEC admissions staff or anyone else at TEC as soon as possible. We will do whatever we can to make sure that your condition does not affect your studies. We may be able to make some reasonable adjustments that will make it easier for you to study and to complete your assessments. If you have needs that we are not able to help you with, we will take professional advice and consider the best option to take. In the last resort we will find a safe alternative for a student if we are unable to meet their specific needs safely. In the last instance, we will withdraw a student if we are unable to ensure their safety and the safety of others we are responsible for at TEC.

9.5. 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).

10. Our Commitment

10.1. Quality

We are committed to ensuring that you achieve academic success and meet your career goals. Our commitment is to provide you with a quality education and learning experience. However, you will also need to make a firm commitment to your studies in order to succeed. This includes attending and engaging in all your classes and submitting your assignments by the required deadlines. TEC will take individual circumstances into account if you have valid reasons for failing to meet the attendance and submission requirements.

10.2. Student Protection Plan

TEC has the resources to ensure that you will be able to complete you course successfully. However, we must also be prepared for unexpected events that may prevent TEC 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. In our Student Protection Plan (SPP), we consider the possibility that something may occur which prevents us from running your course as it has been offered to you. We weigh up the likelihood and impact of each risk and consider what steps (mitigations) we would take if it occurred. For example, we might offer you the option of transferring to an alternative provider if we were unable to run the course ourselves for any reason.

10.3. Course variation

If anything about the course or your relationship with TEC changes, we will make this clear to you and explain why. TEC will not make any changes to your course as advertised unless absolutely necessary. If changes are required for any reason, you will be consulted. We will notify and seek to obtain your agreement in good time before proceeding with the change.

Minor changes might include adjustments to the timetable. If TEC 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. You will be able to terminate your contract with TEC if you can show that you are adversely affected by any changes that are made.

10.4. 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. TEC 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. See Course Variation above for more details about course changes.

10.5. Course Closures

If there are not enough students enrolling on a course, TEC 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 can request compensation. Please refer to the TEC policy on Tuition Fees, Refunds and Compensation for more details on when and how to request compensation.

11. 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 TEC is successful in its application for registration with the Office for Students, or if TEC 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.

12. Tuition Fees

12.1. Students who have a Loan

If you are eligible, you may be able to get a student loan from Student Finance England (SFE) for your tuition fees. If you receive a student loan, you tuition fees will be paid directly to us. If we are delivering your course in partnership with another college or a university, the fees will go to the partner organisation. See the UK Government's Terms and Conditions https://www.gov.uk/student-finance for fees paid to TEC or a partner organisation by SFE.

If you take a loan from Student Finance England (SFE), it is important that you understand you will be required to pay back the money you borrow. You will need to pay this back to the Student Loan Company (SLC) as soon as you start earning more than the UK threshold for loans. The UK threshold for student loans received from September 2023 onwards is 9% of income that is £25,000 per year or more. £25,000 per year is £2,083 per month, or £480 per week and you will need to pay 9% of this each month once you reach this income threshold. 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 they 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 terminate your studies.

12.2. Students who have no Loan

You will not be eligible for a loan if for example, you are an international (overseas) student. Alternatively, you may prefer to pay your Tuition Fees so that you are not in debt. In this case you will be a self-funded student.

12.3. Registration Fees

Students who pay their own Tuition Fees may also need to pay registration fees to awarding organisations themselves. You will be informed before you enrol if there is an awarding body registration fee you have to pay in addition to tuition fees. You will be informed about any additional costs you are required to pay for your course before you enrol.

12.4. 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. Any request for a refund will be decided based upon individual circumstances of the case. You may find more details on this in TEC Tuition Fees, Refunds and Compensation Policy.

12.5. 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 TEC Assessment Policy.

12.6. Total Costs

TEC's **Offer Letter** provides the total cost of your course.

12.7. Payment

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

12.8. Self-funded student fees

Self-funded students are usually required to pay the fees for the whole academic year when they start their studies. Unless they have agreed upon a payment plan, overseas students will only receive the Confirmation of Acceptance of Studies Letter when they pay their full fees for the academic year.

12.9. Instalments

Self-funded including overseas students may agree upon a payment plan. This might mean that they can pay their fees in instalments rather than all at once. Overseas students may agree upon a payment plan before receiving their Confirmation of Acceptance of Studies Letter. All decisions about this will be taken by TEC Senior Management Team (SMT) or the person designated by the SMT.

12.10. Fee Increases

TEC 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.

12.11. Non-payment

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

TEC will seek restitution in cases where students do not pay the fees they owe at the end of their course. The Managing Director will expect to receive all fees owed as agreed in the contractual arrangements between the student and TEC. The welfare of the student will be taken into consideration and prioritised. Students in these cases may be referred to support services at TEC or elsewhere.

Students who do not pay their fees may be suspended and may not be permitted to attend any classes or submit work for assessments.

Students who owe fees at the end of their studies will need to agree a payment plan with TEC. Certificates may be withheld 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.

13. Tuition Fees, Refunds & Compensation Policy

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

14. Complaints

Please refer to the TEC Complaints and Appeals 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 a 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.¹

15. Withdrawal

15.1. You wish to withdraw

You are permitted to terminate your contract with TEC within the 14-day cooling off period without any consequences. In this case, you can leave the course and no money will be owed. If you wish to terminate after the cooling off period, you must send an email to admissions@trenteducation.co.uk. explaining why you want to withdraw. Your termination of studies begins when we accept your withdrawal by email.

¹ This This will only be possible if and when TEC is registered with the Office for Students as a 'qualifying provider' at which point TEC will become a member of the OIA scheme https://www.oiahe.org.uk/about-us/ourscheme/ourmembers/

15.2. Termination by TEC

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

- You have provided inaccurate or misleading information about yourself
- You owe money to TEC
- You have breached a key policy such as the Academic Misconduct 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.

15.3. Appeal against termination

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

15.4. Automatic termination

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

16. Suspension

16.1. Decision about suspension

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

16.2. Appeal

Refer to the Student Disciplinary Policy and Academic Misconduct Policy for how to appeal against a suspension.

17. Data Protection

TEC Data Privacy Notice and Consent Policy ensures our compliance with all legislation on data protection including Data Protection Regulations (GDPR) 25 May 2018. You should read this before accepting an offer to study at TEC. We may need to send your personal details to the Higher Education Statistics Agency (HESA) or other regulatory body. TEC may also need to pass your information to Student Finance England (SFE) if you are receiving a student loan.

17.1. Right of access

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

17.2. 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.

18. Events beyond your control

18.1. Force majeure - Events beyond the student's control

There may be events that occur which are beyond our control that can affect your ability to study. These are referred to as Force Majeure Events such as a pandemic like Covid, war, riots, terrorism acts, fire or flood. They also include strikes, electricity outages, fire, or floods.

18.2. 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 TEC as soon as possible. TEC will also inform you if a force majeure event forces us to close TEC.

18.3. 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.

18.4. Withdrawal of services

There are unforeseen events beyond our reasonable control that may occur which force TEC to close. These may include health and safety concerns or maintenance and repairs. TEC 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 TEC's **Student Protection Plan**.

19. Other Terms

19.1. Liability

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

19.2. Third party rights

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

19.3. Jurisdiction

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

19.4. 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 if you wish to seek independent advice.

19.5. Variation

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

19.6. Policies and updates

TEC 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. 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.

19.7. Enforcement

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

19.8. Interpretation

Any previous agreements there may have been between you and TEC are cancelled or superseded by these terms and conditions.