



## Terms & Conditions (Higher Education)

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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.
V3.3	V4	09-04-26	<ul style="list-style-type: none"> <li>• 4. Terminology: the following definitions have been added: Attendance, Acceptance Form, Awarding Organisation, Cooling-Off Period, Enrolment Form and Force Majeure.</li> <li>• Removed a section on non-repayment of deposits.</li> <li>• 6.3 UCAS: new section added</li> <li>• 7: Acceptance Documents: A reference to the Course Handbook has been added.</li> <li>• 8.4.2. A new section on refunds after the 14-day cooling off period added.</li> <li>• 10.3 A Policy Changes : new section added.</li> <li>• 11.9 Fee Increases: rewritten and lengthened</li> <li>• 11.10. What may happen due to non-payment of fees added.</li> <li>• 12.1 Tuition Fees rewritten with updates to the UK repayment thresholds which has been rewritten.</li> <li>• 17.3 termination following Force Majeure is changed to 7 weeks (49 days) from 90 days.</li> <li>• 18 Other Terms has some updates especially relating to making reasonable changes to the Terms and Conditions.</li> </ul>

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## 1. Purpose

It is important that you, the applicant, understand the contents of these Terms and Conditions (Higher Education) if you enrol on a higher education course at Trent Education Centre (TEC). When you accept an offer to enrol on a higher education 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.

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](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, TEC offers the following higher education courses:

- ATHE Level 4 & 5 in the Extended Diploma in Business and Management
- Pearson BTEC HND in Business (Entrepreneurship and Small Business Management)

TEC may offer courses in partnership with another organisation in future. If we do, you will be advised on whether to refer to the partner's Terms and Conditions or to ours.

## 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](mailto: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.

**Attendance** means you being present for a scheduled lesson. Persistent lack of attendance (absence) without authorisation or mitigating circumstances may lead to us withdrawing you from your course.

**Acceptance Form** means the document that we provide you with if we make you an offer to enrol on a course. You must complete and sign the acceptance form if you wish to enrol in a course.

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

**Awarding Organisation** is the body that will provide you with an award that recognises your achievement if you complete the course successfully. The awarding organisation may be an awarding body such as Pearson, or it may be a partner university if Trent Education Centre has a partnership with a degree or diploma awarding body.

**Enrolment** means that after accepting the offer of a course, you have attended the Induction for the course and completed the enrolment form. You are not able to attend classes as a student in the course until you have completed enrolment.

**Cooling Off Period** means the 14-day period when you can cancel your contract with Trent Education Centre without any consequences after accepting an offer and enrolling onto a course. If you decide to cancel your enrolment at any time within the 14-day cooling off period, you may stop attending and you will not need to pay any fees. Any fees you may already have incurred will be refunded. You will also not be required to provide any reason why you are cancelling your contract.

**Enrolment Form** means the document that you must fill in and sign to complete your enrolment and become a student on the course.

**Force Majeure** as explained in section 18.1 are events that are beyond your control or our control.

**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 permission 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.

**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 in the Offer Letter provided to you and on the TEC website.

**Funded students:** these are students whose tuition fees are paid by a loan they receive from the Student Loan Company (SLC) after applying to Student Finance England (SFE). Students may also be able to apply for maintenance costs during their studies depending upon their circumstances. **Students will only be able to apply for a Student Loan if TEC is registered with the Office for Students (OfS) as an approved provider, or if TEC offers a course in partnership with an OfS approved provider.**

**Self-funded students:** these are 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 Loan Company (SLC). Students may be granted permission to pay their fees in instalments through a payment plan. 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. 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 SLC. Overseas 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](mailto: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. You may also ask for an appointment to see the TEC Student Wellbeing Officer who offers counselling sessions for all applicants and students.

## **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. The Universities and Colleges Admissions Service (UCAS)**

TEC is not currently a UCAS-registered centre so students cannot currently apply for a course offered by TEC through UCAS. However, if in future TEC becomes a UCAS-registered centre or works in partnership with a UCAS-registered college or university, students may apply through UCAS. If a student who has applied through UCAS receives an Offer, they must accept the Offer on the UCAS Track account on their UCAS Track page before the deadline provided by UCAS.

### **6.4. Your Agreement**

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

### **6.5. Enrolment Form and Learning Agreement**

After completing the Acceptance Form, you will be asked to sign the Learning Agreement and Enrolment Form. If the course you are applying for is delivered by TEC in partnership with another college or university, you may be required to complete the partner's enrolment form and registration process.

## **6.6. Funded Students**

**The following information on funded students only applies if TEC is registered with the OfS as an approved provider, or if TEC offers a course in partnership with an OfS approved provider.**

If you have been approved for funding from SLC, your tuition fees will be paid to TEC by SLC in instalments. If the course you are joining is delivered by TEC in partnership with another college or university, your fees may be paid directly to them. If you are not funded by SLC, you will be required to pay the full tuition fees or 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.

## **6.7. 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 having a criminal conviction
- Provide false or misleading information
- Do not pay tuition fees as expected, and you have not provided any reason or explanation about when or how payment will be made. You should read the TEC Tuition Fees, Refunds and Compensation Policy on the TEC website for information regarding payment of tuition fees

## **6.8. 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 if:

- We have suspended you from TEC during disciplinary proceedings
- You have been withdrawn due to breaching the Academic Misconduct Policy or Student Disciplinary Policy
- You have committed or been convicted of a criminal offence
- You owe tuition fees to TEC or have breached TEC's Tuition Fees, Refunds and Compensation Policy

## 6.9. International Students Only

**The following information only applies if TEC is registered with the OfS as an approved provider and holds a Student Sponsor Licence from the UK Visa and Immigration (UKVI).**

### 6.9.1. 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).

### 6.9.2. 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 the following documents electronically when you are accepted onto a TEC higher education course at TEC:

- An Offer Letter from TEC and Acceptance Form for you to sign and return
- TEC Enrolment Form and 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.
- A Course Handbook with all the information you need about your course and being a student at TEC

Once we receive your signed Acceptance Form, Enrolment Form and Learning Agreement, you have enrolled onto 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 or alternative requirements for any partner organisation that TEC may be working with including the partner's enrolment form and registration process.**

## 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 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 TEC in order to defer your studies.

### 8.2. Cooling off period

After you have completed and signed the Acceptance Form, Enrolment Form and Learning Agreement, 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 your course before the cooling off period ends, you will be able to apply for a full 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 find the Cancellation Form under Admissions on the TEC Website. You may also request the form from us in person or by emailing us at [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk), giving your name, the course you have enrolled on and stating that you wish to cancel your enrolment.

If TEC is an approved Office for Students (OfS) provider or is working in partnership with an approved OfS provider, it may be possible for you to apply for our courses through UCAS. If you have applied through UCAS but wish to cancel your enrolment, you will need to do this online using your UCAS Track account.

### 8.4. Self-funded student refunds

#### 8.4.1. Within the 14-day cooling off period

You have 14 days from when you signed the Acceptance Form, Enrolment Form and Learning Agreement to cancel your enrolment on the course. If you are self-funded, TEC will refund any payments you have made within 20 days. You must provide written confirmation 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 on and stating that you wish to cancel your enrolment.

#### 8.4.2. After the 14-day cooling off period

If you withdraw from your course after the 14-day cooling-off period, you may be eligible for a partial refund of fees. Refund amounts reflect the proportion of the course delivered and the costs incurred by TEC up to the point of withdrawal. The following refund structure is based upon withdrawals at different times during a 30-week course in one academic year:

Withdrawal time	Refund
At 28 weeks or more after the cooling-off period	0%
From 18 weeks to 27 weeks after the cooling-off period	Refund is calculated on a case-by-case basis, up to a maximum of 25%
From 8 weeks to 17 weeks after the cooling-off period	Refund is calculated on a case-by-case basis, up to a maximum of 50%
From more than 0 and up to 7 weeks after the cooling-off period	Refund is calculated on a case-by-case basis, up to a maximum of 75%
During the cooling-off period (14 days)	Refund is 100%

### 8.5. Withdrawal

You may not be eligible for a refund if you withdraw from a course you have enrolled on after 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. You may request these by email from [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk).

If you withdraw from your course after the 14-day cooling-off period, you may still receive a partial refund of any fees paid. The amount you may receive will depend upon how long you have remained on the course. See the Tuition Fees, Refunds and Compensation Policy for more information on refunds.

In accordance with the TEC Attendance and Engagement Policy, you may be withdrawn from your course if you have low attendance and engagement on the course. This includes not submitting your assessments for marking within the scheduled hand in dates. 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 Behaviour

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 Disciplinary Policy 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. You need to inform us no later than 14 days after any changes.**

## 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 **Course Handbook** which contains all the course details that will be given to you when you apply for the course.

## 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 your 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. Policy Changes**

TEC will review and update its policies when required to ensure they remain accurate, legally compliant, and reflective of TEC's operational needs. TEC may make changes to policies from time to time; however, any changes will be reasonable, proportionate, and will not disadvantage students unfairly. All policies include review dates and version controls. Students will be informed in a timely manner if any changes affect them. Most changes will not affect the content or delivery of courses. See below for what happens if TEC makes any changes to courses.

### **10.4. Course variation**

If anything about your course or your relationship with TEC needs to change, we will explain clearly what is changing and why. TEC will only make changes where necessary, reasonable, and proportionate, and we will ensure that no change disadvantages you unfairly. If a change is required, we will consult you and notify you in good time, and we will seek your agreement before the change takes effect.

Minor changes may include adjustments to timetables or teaching arrangements. If TEC needs to make a major change such as cancelling a course you are enrolled on, we will support you fully in finding an appropriate alternative. You may terminate your contract with TEC if you can demonstrate that you are adversely affected by any change we make.

## **10.5. Course Details, Calendar and Timetable**

When you apply for a course, you will be referred to the course details on the TEC website, which include the content of the units or modules you will be studying. You will also receive an academic calendar and weekly timetable for your course each term or semester. TEC will only make changes to the curriculum or timetable where this is necessary, reasonable, and in the best interests of students. For example, TEC may make changes to improve the quality of teaching, respond to external requirements, or address operational needs. If a change is proposed, you will be consulted at least three weeks in advance and informed clearly about what is changing and why. See 'Course Variation' above for more details about course changes.

## **10.6. Course Closures**

If there are not enough students enrolled on a course, TEC may need to cancel it. We will only cancel a course where this is necessary, reasonable, and unavoidable. If this happens, you will be offered the option to transfer to another suitable course, or you may choose to withdraw without penalty. We will also support you in finding an alternative provider that offers a similar course if you prefer.

If the course you are already studying closes, you may request a refund and, where appropriate, compensation. Please refer to the TEC Tuition Fees, Refunds and Compensation Policy for details on when and how to request compensation.

## **11. Tuition Fees and Student Loans**

**The following information on Student Loans only applies if TEC is registered with the OfS as an approved provider, or if TEC offers a course in partnership with an OfS approved provider.**

### **11.1. Students who have a Loan**

Eligible students can apply to Student Finance England (SFE) for a Tuition Fee Loan. Where a student is funded in this way, tuition fees are paid in instalments by the Student Loans Company (SLC) directly to TEC, or to TEC's partner organisation where applicable. Payments made by the SLC are subject to the UK Government's Terms and Conditions for student finance<sup>1</sup>. Eligible students may also apply for a Maintenance Loan, which is paid directly into the student's bank account.

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<sup>1</sup> <https://www.gov.uk/student-finance/new-fulltime-students>

Students who receive a loan from the SLC are required to repay the amount they borrow once their income is above the repayment threshold. For students taking out loans on or after 1 August 2023 (Plan 5 loans), repayments are set at 9% of income over £25,000 a year (£2,083 a month or £480 a week before tax). If you earn more, you will repay more.

Further information can be found at:

- Student Finance England (eligibility and applications):  
<https://www.gov.uk/student-finance/new-fulltime-students>
- Student loan repayment terms and conditions:  
<https://www.gov.uk/government/publications/student-loans-a-guide-to-terms-and-conditions/student-loans-a-guide-to-terms-and-conditions-2025-to-2026>

Students who apply for a student loan should ensure they understand how much they may need to repay once they complete their studies and are earning above the repayment threshold.

If the SLC stops funding you for any reason, you will be liable for any outstanding tuition fees. You will also remain liable for any unpaid fees if you withdraw or are withdrawn from your course.

### **11.2. Students who are not eligible for a Loan**

To find out if you are eligible for a student loan you should read the UK Government information here <https://www.gov.uk/get-undergraduate-student-loan>.

You will not be eligible for a loan if you are an international (overseas) student. Normally, students can only get a student loan for their first higher education qualification even if they paid for the first one themselves. 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.

### **11.3. 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.

#### **11.4. 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. The fee they need to pay will be calculated on a pro-rata basis taking the number of units in a full-time course for the academic year into consideration. 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. Students who pass more than the required number of units for the qualification they are studying in one academic year will not be charge additional fees. All details of submission, resubmission and retakes are in TEC Assessment Policy.

#### **11.5. Total Costs**

TEC's **Offer Letter** provides the total cost of your course including any additional costs you may incur. This will not include any costs you may incur for accommodation, food or travelling to and from the College.

#### **11.6. 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.

#### **11.7. 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.

#### **11.8. Instalments**

Self-funded students 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.

### **11.9. 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 for an academic year will not be asked to pay more during that same year if fees increase.

TEC reserves the right to make annual increases to tuition fees where this is necessary, reasonable, and proportionate. This may affect students studying on courses that run for two years or more.

Students will be informed of any annual changes to tuition fees at least three months before the increased fees take effect at the start of the next year of their course.

Students may terminate their contract with TEC if they do not wish to accept the increased fees, provided they notify TEC by email at [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) at least two weeks before the start of the next academic year.

TEC reviews tuition fees annually. For students enrolled on multi-year programmes, any increase will not exceed the rate of inflation for the duration of their course. If TEC delivers courses designated by the Office for Students for student-finance purposes, tuition fee increases for those courses will not exceed the cap set by the UK Government.

Any increases will be reasonable and linked to the costs of delivering and supporting your course. Increases may be required due to changes in legislation or regulatory requirements, increased staffing or operational costs, or to enhance the quality of facilities, resources, or services provided to students.

### **11.10. 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 SLC.

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
- Submit work for assessments
- Use College resources including access to the VLE
- Graduate or receive a certificate
- Participate in the Student Council

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.

## **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 and Appeals Policy if you wish to make a complaint. TEC follows a three-stage process for handling complaints, beginning with early resolution, followed by a formal complaint, and then a review stage. If you remain dissatisfied after completing all stages of TEC's internal process, you may request a Completion of Procedures Letter.

You will be able to refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA) once TEC becomes a member of the OIA Scheme. TEC will only become eligible to join the OIA Scheme if and when it is registered with the Office for Students as a 'qualifying provider.' Further information about the OIA Scheme is available at:  
<https://www.oiahe.org.uk/about-us/ourscheme/our-members/>

## **14. Withdrawal**

### **14.1. 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](mailto:admissions@trenteducation.co.uk) explaining why you want to withdraw. Your termination of studies begins when we accept your withdrawal by email.

## **14.2. Termination by TEC**

TEC may terminate your contract for different reasons. Where reasonable, proportionate, and fair, TEC may charge you tuition fees covering the period up to the date of termination. If you have paid fees for teaching that takes place after the date of termination, TEC may provide a refund that is reasonable, proportionate, and fair, depending on the reason for termination. TEC may terminate your contract if any of the following apply:

- You have provided inaccurate, misleading, or incomplete information during your application or enrolment, where this affects your eligibility for the course or your ability to study at TEC
- You owe money to TEC and fail to make payment within 28 days of receiving written notification from TEC
- You have committed a serious breach of a key TEC policy, such as the Academic Misconduct Policy, Student Disciplinary Policy, or Attendance and Engagement Policy, including persistent non-attendance or failure to submit required work after receiving warning letters or emails
- You are convicted of a relevant criminal offence, and TEC determines that this poses a risk to the safety or wellbeing of others
- TEC determines, following a risk assessment, that you pose a serious risk to the safety or wellbeing of yourself or others, and it is not possible to make reasonable adjustments or put in place appropriate support
- A force majeure event occurs that makes it impossible for TEC to continue delivering your course, and no suitable alternative arrangement can be provided.

## **14.3. 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.

## **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 TEC will end automatically if you fail to re-enrol by the deadline provided.

# **15. Suspension**

## **15.1. 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.

## **15.2. Appeal**

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

## **16. Data Protection**

TEC Data Privacy Notice and Consent Policy ensure that 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 SFE or SLC 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 TEC. You may request this by email to [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) at any time.

### **16.2. Intellectual Property**

When enrolling on a course, you agree that any intellectual property created as part of your assessed work or studies will initially belong to TEC. You may request that this intellectual property be transferred to you.

## **17. Events beyond your control**

### **17.1. 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. They also include strikes, electricity outages, fire, or floods.

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

### **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 49 days (seven weeks).

### **17.4. 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 including a teach out plan, if necessary, can be found in TEC's **Student Protection Plan**.

## **18. Other Terms**

### **18.1. 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. We will not be held responsible if you suffer injury, damage to property or theft by something (fire or flood) or someone who is not a TEC staff member or TEC agent unless this occurs due to our negligence.

### **18.2. Third party rights**

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

### **18.3. 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.

### **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](#) if you wish to seek independent advice. If there is anything you do not fully understand or wish to ask us about in these terms and conditions, please contact our admissions staff or email [admissions@trenteducation.co.uk](mailto:admissions@trenteducation.co.uk) and they will be happy to answer any questions.

### **18.5. Variation**

TEC may make reasonable and necessary changes to these Terms and Conditions, for example to reflect changes in law, regulatory requirements, changes required by any awarding body or organisation, or to improve the clarity or operation of our policies. Any changes will be communicated to you in a timely manner, and TEC will ensure that no change disadvantages you unfairly.

### **18.6. 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 there are any changes to policies that may impact on these terms and conditions.

### **18.7. Enforcement**

If TEC or the student does not enforce any part of these terms and conditions immediately, this does not mean that the right to enforce it has been waived. Both parties may still enforce the term at a later date.

### **18.8. Interpretation**

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