

Terms & Conditions of Admission (2019/20)

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This document has been designed to be accessible for readers. However, should you require the document in an alternative format please contact Admissions.

1 **INTRODUCTION**

1.1 These terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (as amended from time to time); (ii) your offer letter from the European School of Osteopathy (“the School”)(“**Offer**”); and (iii) the online prospectus found at www.eso.ac.uk as at the date of the Offer , form the contract between you and both the School and Buckinghamshire New University in relation to your studies at the School (the "**Contract**") as at the point at which you accept your Offer.

1.2 If you have any questions or concerns about these terms and conditions or the Contract generally, please contact Admissions in the first instance, at

admissions@eso.ac.uk

or

Admissions Team
European School of Osteopathy
Boxley House,
The Street,
Boxley, Kent ME14 3DZ

2 **DEFINITIONS**

2.1 “the School”, “we”, “us” and “our” refers to the European School of Osteopathy, Boxley House, The Street, Boxley, Kent ME14 3DZ

2.2 “You” and “your” refers to you the student or applicant.

2.3 Reference to accepting an offer to study at the School includes any such acceptance, regardless of whether it is on a “first choice” or “insurance choice” basis.

3 **LEGAL FRAMEWORK**

3.1 The University and the School operate within a framework of laws which can apply to it in certain circumstances, for example:

3.1.1 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.

- 3.1.2 The Education (No 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of the University and the School and for visiting speakers.
 - 3.1.3 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.
 - 3.1.4 The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities and Higher education Institutions generally to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has “the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism”.
 - 3.1.5 The Data Protection Act 1998, which sets out the principles on which individuals’ personal data may be processed.
 - 3.1.6 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers’ interests, which can include the interests of students and applicants.
- 3.2 These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

4 ACCURACY OF INFORMATION WE PROVIDE ABOUT YOUR COURSE

- 4.1 The School makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study at the School. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. The School will endeavour at all times to keep any changes to such information to a minimum and to keep you informed appropriately.

5 APPLICANTS AND STUDENTS WITH DISABILITIES

5.1 The School welcomes applications from prospective students with disabilities. Students and applicants with disabilities are encouraged to notify the School at the earliest opportunity so that any appropriate support arrangements can be provided. We recommend that you contact the Admissions Team in the first instance so that they can advise you and notify the relevant contacts at the School.

6 YOUR AGREEMENT TO COMPLY WITH THE UNIVERSITY'S & SCHOOL'S REGULATIONS, POLICIES AND PROCEDURES

6.1 By accepting an Offer, you agree to comply with, and be bound by, the Contract including these terms and conditions and all the School's and University's regulations, policies and procedures as published on the School's and University website (as amended from time to time and as applicable to you).

6.2 By enrolling each year, you will be reaffirming your acceptance of these terms and conditions (and the terms of the Contract) for that year.

6.3 The School's regulations, policies and procedures contain important provisions, including those outlined below:

6.4 The policies and procedures relevant to this document include, but are not limited to:

Admissions Policy;

Dignity at Work Policy;

Child Protection Policy;

Clinic Feedback and Complaints Policy;

Complaints Procedure for Enrolled Students;

An Introduction to the Office of the Independent Adjudicator for Students;

Disclosure and Barring Service – Student DBS Policy;

Disclosure and Barring Service – Student DBS Risk Assessment Procedure;

Equality & Diversity Policy;

Fitness to Practise Regulations;

Fitness to Study Policy;

International Student Guide;

Recognition of Prior Learning Guidelines & Application Process;

Safeguarding Policy;

Student Equality and Disability Statement;
Student Charter,
(Student Protection Plan – in draft).

All of these policies may be found in the Policy Section of the School's website (www.eso.ac.uk)

6.5 There are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of the University's and School's academic community. A summary of how these principles apply is contained within the Academic Misconduct Policy of the University which may be found by following the link below. These principles include, but are not limited to:

- An expectation, and requirement, that students work with academic honesty and present work that is their own, properly acknowledging all sources (books, journals, websites etc.) used.

6.6 The University policies and processes can be found [here](#).

7 DATES AND CHANGES TO THE UNIVERSITY'S AND SCHOOL'S REGULATIONS, POLICIES AND PROCEDURES

7.1 During your period of study with the School, the School and the University may update and replace their regulations, policies and procedures from time to time in order to ensure that they operate efficiently for students, and meet relevant legal and regulatory obligations. Important changes to the regulations, policies and procedures will be appropriately notified to students. The policies areas of the websites will always contain the latest version of any document.

7.2 If you do not enrol within 14 days of the start of the term that your programme begins the University reserves the right to refuse to enrol you and withdraw you from your programme (without the University being liable to you for not enrolling you) **Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.**

8 APPLICATIONS

- 8.1 It is your responsibility to ensure that all of the information you provide to the University/School and/or the Home Office (UKVI) is true and accurate.
- 8.2 If it is discovered that your application contains false or misleading information, material inaccuracies or omissions or fraudulent information, the University/School may withdraw or amend your Offer, or terminate your registration at the University, according to the circumstances, without liability to you. If you disagree with any decision made by the University/School about this, in the first instance you should consult the School's Head of Student Services (JennieKing@eso.ac.uk). If you are still dissatisfied you may contact the Student Resolution Officer, by telephone: 01494 522141 or email: resolution@bucks.ac.uk or visit the Bucks Student Centre. Alternatively the Bucks Students' Union Advice Centre can provide you with independent advice and support - email suadvice@bucks.ac.uk. In all instances you will be asked for evidence explaining why you think the decision was wrong. Further details can be found in the School's Complaints Procedure for Enrolled Students for existing students, or in the Admissions Policy for prospective students. Both of these policies may be found on the School's website.
- 8.3 The Offer the School makes to you will be conditional or unconditional. If your Offer is conditional, the School will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme.
- 8.4 If you have not fulfilled the conditions of your Offer before by August 31st, the School reserves the right to withdraw your Offer. This means that you will not be entitled to enrol onto the programme.
- 8.5 You will be required, on enrolment day, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. **Failure to provide such evidence to the School's reasonable satisfaction may result in the termination of your Offer and the termination of the Contract.**

9 IMMIGRATION

- 9.1 If you require a visa to study in the UK, you will need to demonstrate, as part of the application process and at the point of registration, that you have a valid

immigration status to undertake your proposed programme of study. **If you fail to demonstrate that you have a valid immigration status the School and the University reserves the right to withdraw you from your programme (without liability to you).** Regulatory advice concerning Tier IV students is contained within the School's International Student Guide (see School's website – policy section)

- 9.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the School.
- 9.3 The School is required to withdraw sponsorship of your visa and/ or notify the Home Office if you do not comply with Home Office (UKVI) rules and any conditions of your visa, including but not limited to:
 - 9.3.1 your overall attendance is not deemed to be acceptable;
 - 9.3.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 9.3.3 you successfully complete your programme of study in a shorter period than originally planned; or
 - 9.3.4 you fail to comply with any of the conditions that apply to your visa as outlined in the International Student Guide.
- 9.4 If you choose to withdraw from your studies or if your registration is terminated by the School (for example as a result of your breach of a rule, regulation or of these terms and conditions), this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 9.5 **If your visa is revoked for any reason, or if you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission the University may refuse to admit or enrol you, and may withdraw you from your course. The School/University may terminate your registration on your programme and terminate the Contract with you. You will not be entitled to a refund of any deposit or tuition fees already paid. If you believe such a decision is incorrect, you may refer either to the relevant part/s of the School's Admissions Policy and Procedure or Student Complaints Procedure.**
- 9.6 On occasion, the School will need to contact the Home Office to clarify details

on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the School contacting the Home Office on your behalf and the Home Office releasing such information to the School.

10 CONDITIONS OF ADMISSION

- 10.1 Your admission to the School/University, attendance on a programme, and right to enjoy any of the privileges of membership of the School/University, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the School/University.
- 10.2 Unless there is a good reason not to do so, we expect you to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the School. A failure to attend a summative assessment will normally be recorded as a failure of that assessment. A 100% clinic attendance is required.
- 10.3 If you breach a term of the Contract, or any of the documents referred to in it, the School/University may take disciplinary action against you under the University's and/or School's Student Disciplinary Policy.
- 10.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must contact the School via admissions@eso.ac.uk prior to enrolment so that the School can consider whether such convictions are compatible with membership of the School and University and, in particular, with a place on your programme. Disclosure of spent convictions is required, as specified by Admissions as part of the application process.
- (See School Admissions Policy – policy section of the website)
- 10.5 If you commit a criminal offence whilst you are an enrolled student, this will need to be declared to the Academic Registry as it may affect your place at School and University.

11 FEES AND PAYMENT

- 11.1 By accepting an Offer you are confirming that you accept your responsibility to ensure your Tuition fees are paid in accordance with the published School's Payment and Debt Procedures (see Policy Section of the School's website). You also agree to be bound by the University's and School's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time in the Payment and Debt Procedures.
- 11.2 In the event that your tuition fees have not been paid in full by their due date (in accordance with those dates found on the [Fees and Funding](#) section of the University website), the School and the University may refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you). **This can result in your being suspended, not being allowed to enrol, or not being allowed to graduate.** The full provisions explaining this are set out in the Payment and Debt Procedures.
- 11.3 You are responsible for your own living expenses, travel and accommodation costs. If the programme you are studying requires other costs to be incurred as part of the programme (for example the cost of clinic coats), then this will have been notified to you in programme documentation.
- 11.4 Please also note that the School's Payment and Debt Procedure also provides detail regarding the handling of student debt.
- 11.5 The amount of your tuition fees may vary depending on whether you are a "Home/EU student" or an "Overseas" student. More information on this can be found [here](#).
- Information about fees and funding is available [here](#).
- 11.6 The University may pursue legal proceedings against you if you are in debt to the University and/ or the University may instruct a third party debt collection agency.
- 11.7 If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of tuition fees), please contact admissions@eso.ac.uk

12 TUITION FEE INCREASES

- 12.1 Students on programmes of study of more than one year should be aware that tuition fees may increase every year, although in the main fees will remain constant for the duration of the study.
- 12.2 Once a student commences a programme, the University hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, it is possible that changes in government policy or regulation, or increased costs of delivering your programme may mean that tuition fee increases in future years are applied on the basis set out below.
- 12.3 In such cases, the University reserves the right to increase fees annually, subject to the cap on increases provided for at paragraph [12.4] below. This may mean that any tuition fee increases apply to self-funding overseas (non EU) students, but not to home/EU students, where those fees are subject to a cap imposed by regulatory requirements. Where such increases are necessary, the University will give affected students not less than 3 months' notice before the start of the academic year to which the fee increase is intended to apply.
- 12.4 In any event, an annual increase in tuition fees will not exceed the cap specified in this paragraph. This does however mean that students entering the second, or later years of study may be charged fees which increase in each year of study. However, unless the increase is required to comply with legislation or regulatory requirements, such a fee increase shall not exceed a 5% increase on the previous academic year's tuition fee for the programme in question.
- 12.5 Any such increase shall also be subject to any restriction on such increases imposed by legislation or regulatory requirements.

13 DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES

- 13.1 The University and the School have established records of providing higher education to students and have each developed a Student Protection Plan to provide assurance to current and future students that appropriate arrangements are in place to protect the quality and continuation of study for

all students. The University and the School will make every effort to ensure that the programmes they offer to students are delivered as validated. However:

- 13.1.1 Due to the period between prospectus publication and registration, circumstances may change due to factors beyond the University's and the School's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The University and the School will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at the University and School, the University and the School shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University/School for tuition fees (even if the cancellation period referenced below has expired) or transfer to such other programme (if any) as may be offered by the University/School and for which you are qualified;
- 13.1.2 Following suitable consultation with students (as a minimum informing students of the changes in advance, and giving them appropriate opportunity to comment on the proposals) the University/School reserves the right to vary minor elements of your programme (including variations to, but not removal of, modules) from that described in the Contract in order to improve the quality of educational services, and/ or in response to student feedback.
- 13.1.3 The University/School will only make other changes to programmes in the limited circumstance set out below. Examples of "changes" include changes to the content or structure of programmes, or to the location or method of teaching or assessment, or to the type of award. More information can be found within the [Course Amendment Procedure](#). The circumstances where changes may be made or required are:
- (i) Where changes are in students' overall interests, for

example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the School means that teaching locations change to a different site;

- (ii) Where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of School staff, or by other resources (e.g. temporary staff) that the School would normally engage in such circumstances;
- (iii) Where a teaching location becomes unavailable for reasons outside the School's control, for example because of flooding; or
- (iv) Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how the School is required to operate because of changes to a professional body's/ accrediting body's/ commissioning body's requirements or changes to immigration rules or other laws/regulations.

13.2 If we are proposing to make a significant change to your programme (such as the removal of a module) as outlined in the [Course Amendment Procedure](#), we will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module. In the case of a significant change (for example, closing a programme during a student's studies), we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

13.3 Where changes or programme closures are proposed or have to be made for the reasons outlined above, the University/School will take all reasonable steps to minimise disruption to students. More on this can be found within the University's and the School's Student Protection Plans.

13.4 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause [13], the University/School will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

14 LIABILITY

14.1 Nothing in these terms and conditions will limit or exclude the University's/School's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

14.2 Whilst the University/School takes all reasonable care to ensure the safety and security of its students whilst on the University's/School's campus, the University/School does not accept responsibility, and expressly excludes liability for damage caused to students' property or intellectual property, other than through the negligence of the University/School, its staff or agents. You are advised to insure your property against theft and other risks.

14.3 The University/School shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University/School.

14.4 Otherwise, our liability to you with respect to the provision of your programme, the cancellation, postponement, or amendment of the programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to 3 times the total amount of tuition fees paid by you.

14.5 The University/School shall not be liable to you arising from matters outside our control or if the University/School is prevented from delivering its services to you as a result of matters outside its control. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems.. However, reasonable steps will be taken to minimise the disruption to those services.

15 CANCELLATION AND REFUND POLICY

- 15.1 The Contract between you and the University/School will commence on the date on which you sign your enrolment form on the first day of the programme. You have the right to cancel this contract within 14 days from this point without giving any reason (including if you change your mind), although in order to assist the University/School with future planning we may ask why you chose to end the contract.
- 15.2 To exercise your right to cancel, you must inform the School Admissions, of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the programme for which you accepted an offer (see Clause 1.2 for the details).
- 15.3 Subject to Clause 8.5, if you cancel your Contract in accordance with this Clause 8 the University/School will reimburse to you all payments received from you. The University/School will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any fees as a result of the reimbursement.
- 15.4 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To withdraw from your programme following expiry of the cancellation period (including after enrolment) you must follow the published [Interruption, Withdrawal or Transfer of Student Procedures](#).(of the University)
- 15.5 If you cancel your contract following expiry of the cancellation period, the University's and School's Payment and Debt Procedures describes the refund entitlements which you may be entitled to.

16 INTELLECTUAL PROPERTY

- 16.1 Unless you are a postgraduate student, you shall own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments.

16.2 Further information is contained within the University's [Intellectual Property Policy and Procedures](#).

17 TERMINATION OF CONTRACT

17.1 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees, if your studies with the University/School are terminated because:

17.1.1 A request from the University/School for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the University/School;

17.1.2 You have failed to enrol with the University/School and/or pay outstanding fees in accordance with the University's/School's Payment and Debt Procedure;

17.1.3 The University/School has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures;

17.1.4 Action has been taken against you to withdraw you from your Programme in accordance with the School's Disciplinary Policy; or

17.1.5 Action has been taken against you to withdraw you from your Programme following the decision of a Board of Examiners, for example; course termination due to amount of failed assessment

17.2 In addition, the University/School may end the Contract by written notice to you in the following circumstances:

17.2.1 If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the University/School, makes it inappropriate for you to study on your programme;

17.2.2 If the University/School becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the University/School, makes it inappropriate for you to study on your programme; or

- 17.2.3 If, in the reasonable opinion of the University/School, you have failed to provide the University/School with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

18 REQUIREMENTS ON TERMINATION OF THIS CONTRACT

- 18.1 If at any time the Contract terminates:
- 18.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled);
 - 18.1.2 You shall be required to stop studying on your programme and to leave the University/School immediately (if, at the date of termination, you have enrolled);
 - 18.1.3 You must return your Student Identification Card issued to you on enrolment, together with all property owned by the University/School;
 - 18.1.4 You must pay all outstanding fees, charges and debts immediately; and
 - 18.1.5 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees.
- 18.2 Any action taken by the University/School under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The University/School will not be liable for any loss or damage which you may suffer as a result.

19 DATA PROTECTION

- 19.1 The University holds information about all applicants to the University and all students at the University. The School also holds information about all applicants to the School and all students at the School. The University uses the information provided by applicants and/or students for the reasons set out

in the University's Data Protection Policy. The School similarly uses the information from its students and applicants for reasons set out in the School's Data Protection Policy

- 19.2 The University will only process your personal data in accordance with the University's Data Protection Policy and otherwise as permitted by the European General Data Protection Regulation (GDPR). The same restrictions govern equivalent data processing by the School.
- 19.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 19. You should refer to the University's and the School's Data Protection Policies for more information (see respective websites).
- 19.4 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared) as outlined in the School's Ethics Policy. They should refer to relevant policies and seek guidance from their tutor or supervisor where appropriate.

20 SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT

- 20.1 The School normally sends communications via email to the student's School email account. Where hardcopy correspondence is required (for example if it is required by a policy or procedure) it will be sent to the student's 'home' or main residence address as recorded on the School's Student Records System.
- 20.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your School e-mail account is regularly monitored.
- 20.3 Correspondence will be deemed to have been received by you if sent either to your School e-mail account or your 'home' or main residence address as recorded on the School's Student Records System.
- 20.4 The School will not usually over-turn decisions because of a claim of missed communications where it can be shown that the School contacted students

through the School email account and/or through communications sent to the home or main residence as recorded on the School's Student Records System.

21 APPEALS AND COMPLAINTS

- 21.1 If you wish to complain about the service you receive from the School, you should refer to our Complaints Procedure for Enrolled Students and follow the procedures described. This procedure has been produced to help the School resolve any complaints you may have as promptly, fairly and amicably as possible.
- 21.2 If, having followed the Complaints Procedure to completion, you remain dissatisfied and, if you are an enrolled student, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.
- 21.3 If you wish to appeal a decision that you receive from the University, you should refer to our [Academic Appeals Policy](#) and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

22 GENERAL

- 22.1 The terms of the Contract shall only be enforceable by you and the University/School.
- 22.2 No failure or delay by the University/School or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 22.3 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and the University/School without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 22.4 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract, these terms and conditions shall take precedence.
- 22.5 If any provision or part-provision of the Contract is or becomes invalid, illegal

or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

22.6 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.