

## Higher Education: Terms and Conditions

### 1. Introduction

- 1.1. The following terms and conditions apply to students who are applying for or enrolled onto higher education (HE) programmes delivered by Activate Learning. They define the terms and conditions of the contract between you as a student and Activate Learning and include references to policies, regulations and other applicable documentation that apply to students.
- 1.2. In outlining its terms and conditions, Activate Learning has tried to ensure they are written in plain and intelligible language so that you understand them and understand how they affect your rights and obligations and how the terms could impact on you. **You should read these terms and conditions carefully before accepting your offer of a place.** However, if you have trouble accessing any of the information or are unclear about any of our terms and conditions then please contact us by emailing [HE@ActivateLearning.ac.uk](mailto:HE@ActivateLearning.ac.uk) and we will provide you with any additional information, advice, and guidance you may need.
- 1.3. If you are applying for a programme of study which is awarded by one of our university partners, then you should also take time to read a copy of their terms and conditions:
  - [Oxford Brookes University - Terms and Conditions of Enrolment](#)
  - [University of Reading - Terms and Conditions of Enrolment](#)
  - [Kingston University - Terms and Conditions of Enrolment](#)
  - [Middlesex University - Terms and Conditions](#)
- 1.4. Please note that if we do make any changes to our terms and conditions, we will notify you (usually by email) within 5 working days of the change being made. You will be asked to confirm whether you agree to the changes or not. If you do not agree, you will have the right to cancel your application or enrolment within 14 days of receiving details of the change.

### 2. Your contract information

- 2.1. Before you apply for a place or accept the offer of a place at Activate Learning you should familiarise yourself not only with this document but also with the regulations, policies and procedures referenced within it, which together constitute your contract information.
- 2.2. Your legal relationship with Activate Learning is comprised of two separate contracts: the first of these, known as the “pre-enrolment contract” arises when you are offered a place, while the second, known as the “enrolment contract” which is formed when you have met the conditions of your offer (if any) and enrolled as a student.

#### The pre-enrolment contract

- 2.3. Your Pre-Enrolment Contract effectively reserves a place for you on your chosen programme of study subject to you meeting the conditions (if any) of your offer letter. You have the statutory right to cancel your Pre-Enrolment Contract during a

'cooling-off' or cancellation period of 14 calendar days after the day you accept the offer.

- 2.4. Your Pre-Enrolment Contract automatically expires if and when, you enrol on your programme of study.
- 2.5. If you do not enrol by the deadline date you have been given, your Pre-Enrolment Contract will automatically expire at that date.
- 2.6. If you fail to meet the requirements of a Conditional Offer, this does not necessarily mean that you will not be offered a place as we review all such instances on a case-by-case basis. However, if as a result of a review, Activate Learning is not satisfied that you meet the entry requirements, the Pre-Enrolment Contract between you and Activate Learning will automatically come to an end.

### **The enrolment contract**

- 2.7. You are required to enrol with Activate Learning at the start of your programme and to re-enrol (if required) on an annual basis.
- 2.8. When you enrol with Activate Learning, you become subject to the terms of this Contract and our 'Student Code of Conduct'. It is at this point that you also become liable for the tuition fee for your programme of study.
- 2.9. If you fail to complete enrolment, but continue to access Activate Learning's facilities and services as if you had enrolled, you will be deemed to have accepted Activate Learning's terms and conditions and be liable to pay tuition fees in accordance with this contract and Activate Learning's [Fees Policy](#)
- 2.10. Activate Learning permits all students starting a new programme of study (regardless of whether you enrol physically on-campus or remotely online) to withdraw from the programme without charge if you do so within the period specified in our fees policy. Beyond this period, there will be no entitlement to a refund of fees unless there are extenuating circumstances.
- 2.11. Upon enrolment, you will be issued with a College ID for the duration of the course. Students are required to wear their College ID card and lanyard at all times whilst on any of Activate Learning's premises, and to produce it upon request.

### **3. Consideration of applicants**

- 3.1. Activate Learning considers all applications on their merits and is committed to providing applicants with good quality information, advice, and guidance to support applicants' decisions. Further details of our commitment to applicants are outlined in our [Admissions Policy](#)
- 3.2. Offers of a place may be conditional on an applicant fulfilling either academic or other conditions which will be set out in your offer letter.
- 3.3. You will be notified if the conditions of your offer changes after the offer is made to you; generally, this would be for exceptional reasons outside Activate Learning's control, such as a change in the requirements of an awarding, professional, statutory, or regulatory body, or a change necessitated by a change in the law.
- 3.4. You have the right to bring a complaint in respect of an admissions decision or any aspect of our admissions procedure by making a complaint through our [Complaints Procedure](#)

- 3.5. You may require an enhanced check with the Disclosure and Barring Service (DBS) if you are applying for certain professional courses (e.g., Teacher Training, Counselling)
- 3.6. You must provide accurate and complete information in the application form. If the application contains inaccurate material or fraudulent information, or significant information is omitted, Activate Learning has the right to withdraw the offer made to you or to withdraw you from the course if the course has begun.
- 3.7. You are required to disclose any relevant criminal convictions upon application for a place at Activate Learning. You are also required to notify Activate Learning if you are convicted of a criminal offence at any time during your studies. Certain courses involving regulated activity with children and/or vulnerable adults may also require clearance by the Disclosure and Barring Service.
- 3.8. You are advised to disclose any disability in your application, whether physical and/or learning to enable Activate Learning to provide the appropriate support and guidance to meet your needs.
- 3.9. You are required to provide Activate Learning with information which could affect your immigration status as Activate Learning has a legal obligation to ensure that all applicants comply with UK immigration and visa requirements.
- 3.10. You can only change course or mode of study with the agreement of Activate Learning as different terms and conditions and costs may apply.

#### **4. Acceptance of an offer of a place**

- 4.1. Upon acceptance of an offer from Activate Learning, a pre- enrolment contract ('the Contract') will be formed between you and Activate Learning. As a result, you will be deemed to have agreed to be bound by these terms and conditions.
- 4.2. The Contract consists of the following documents:
  - These Terms and Conditions
  - The offer communicated to you (Offer Letter) following your application to the programme, which will include the date your programme commences.
  - The Policies, Procedures and Regulations referred to in this document and published on Activate Learning's website.
  - The Higher Education Guide as at the date of the Offer Letter
  - The Higher Education Student Charter
  - The relevant programme specification
  - Any specific programme requirements as detailed on our website <https://www.activatelearning.ac.uk/>
- 4.3. You have the right to cancel this contract under [The Consumer Contracts \(Information, Cancellation and Additional Payments\) Regulations 2013](#) within 14 days without the need to provide any reason. This cancellation period of 14 days will expire following receipt of your acceptance of a place on an Activate Learning higher education programme of study.

Please note: You may also have other contractual arrangements (e.g. for accommodation or financial support) which will be subject to separate agreements.

- 4.4. The provision of the listed information below is a precondition of the Contract between Activate Learning and you as the applicant:

- original certificates of qualifications (where required).
- clearance by the Disclosure and Barring Service (where required).
- medical health clearance (where required).
- tuition fee payment or evidence of sponsorship by a third party (e.g., tuition fee loan, employer).
- any immigration or visa checks and requirements that may apply from time to time (where required).

4.5. Students who are supported by Student Finance England, its regional equivalent, or another independent funding provider must provide full details and verification at enrolment. However, you are personally responsible for the payment of your fees, so in the event your funding is stopped/withdrawn at any time and for any reason, you are responsible for the prompt payment of your fees. Activate Learning is not responsible for the decisions, actions, or omissions of any independent funding provider.

## 5. International

Activate Learning is currently not accepting applications from internal students.

## 6. Tuition fees and additional costs

### Tuition fees

- 6.1. The fees quoted on the HE programme pages of Activate Learning's website are called 'tuition' fees. These cover the core elements of your course such as the teaching, the materials you use in lessons, any mandatory trips, fees we have to pay to the awarding organisation (e.g., Pearson) etc. If you are applying for a student loan through Student Finance, this is the maximum loan value available to you.
- 6.2. Tuition fees quoted on our website are for **one year of study**. If you are on a two-year course (for example a Higher National Diploma or Foundation Degree), the fees for the second year will be the same as they were in the first year.
- 6.3. Activate Learning's Fee Policy and Procedure set out the arrangements for the payment of tuition fees and what Activate Learning may do if you fail to pay the tuition fees. The fees are relevant to you as a student, regardless of whether your tuition fees are being paid by a loan from the Student Loans Company, whether you are paying them yourself, or a Sponsor is paying them on your behalf.
- 6.4. If you are enrolling on a programme which is awarded by Oxford Brookes University, or the University of Reading, then you will also be subject to the terms and conditions of their respective fees policies.
- 6.5. If you fail to pay fees or additional charges when they are due or fail to make payments under an agreed payment plan, Activate Learning may impose sanctions, including:
- Withdrawing your access to college facilities
  - Withdrawing you from your programme of study and terminating this contract
  - Not allowing you to enroll in future academic years
  - Not paying you any bursaries or funds that may otherwise have been due
  - Refer any outstanding debt to an external debt collector
  - Make charges for replacement of items
- 6.6. Where UK/EU students are subject to regulated fees, the annual increase cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant

academic year. Normally the UK government gives prior warning of any changes to regulated fees. For all other students not subject to regulated fees, tuition fees are subject to a maximum annual increase of the higher of 5% or Retail Price Index (RPI). See our Fees Policy for further details. Activate Learning will publish fee changes on its course web pages approximately one year in advance of the relevant academic year.

## **Additional costs**

- 6.7. Some programmes have additional costs to cover items such as optional study trips, specialist materials and/or equipment and the price for these is not included in the tuition fees. Details of any additional costs are listed separately on the appropriate programme website and will also be listed in your offer letter and your subsequent invitation to enrolment letter.
- 6.8. All students are provided with an initial print allocation of £5 upon enrolment. Once this has expired, you will be able to add additional print credit at your own cost.
- 6.9. Where students do not successfully complete a module(s) as part of their qualification, they may be provided with an opportunity to re-sit the module(s) for which there will be an additional cost. The cost will vary according to the number of credits and the awarding body.

## **7. Changes to advertised offer prior to enrolment.**

7.1. Activate Learning aims to ensure that the information about our higher education programmes and services is complete, accurate and timely. However, we may need to update this information after you have made an application or accepted an offer. Possible reasons for doing this include:

- Updates to the programme specification by our awarding bodies, for example, changes to modules, assessments and/or programme structure
- New or amended legislation affecting higher education.
- Staff changes affecting the range of expertise in the team.
- Activate Learning's quality review process.
- Awarding body quality review process
- Changes to Professional, Statutory and Regulatory Bodies (PSRBs) accreditation agreements

7.2. If we do need to make any changes to the programme information after you have applied or been interviewed, we will notify you in writing within 10 working days of the change being made asking for your agreement to the changes. If you do not agree with the changes, you may withdraw your application and any fees you have paid to us will be refunded in full.

## **8. Changes to advertised offer after enrolment.**

8.1. All programmes are subject to review and development on an ongoing basis and changes may sometimes be necessary to ensure that content is up to date and relevant or to comply with professional or awarding bodies. Changes will normally only be made if the overall effect is either neutral or advantageous to students and Activate Learning will not normally make any significant material changes to your programme without consulting you first. A significant change may be: (a) a change of award title, (b) a change to awarding body, (c) a change to the availability or discontinuance of a module, (d) change to the type of assessment for your programme.

8.2. Any changes to the material information about a programme or the services provided to students will be updated on Activate Learning's website as soon as practicable and will normally become effective from the start of the next academic year.

## 9. Cancellation of programme

9.1. If Activate Learning withdraws a programme that you have applied for or accepted an offer on because the numbers recruited to it are so low that it would not be possible to deliver an appropriate quality of education for students enrolled on it, or due to other circumstances beyond Activate Learning's control, we will **notify you at least one calendar month before the programme is due to start** and will endeavour to offer you an alternative arrangement such as a place on a similar programme or guidance on applying to another institution and a refund of any fees you may have already paid.

## 10. Liability

10.1. Activate Learning takes care to ensure that you as a student are safe and secure whilst on campus and/or using Activate Learning's services. Activate Learning cannot accept responsibility for loss or damage to your personal property, so you are strongly advised to insure your property against theft and other risks.

10.2. Activate Learning will not be liable if we fail to carry out our responsibilities as stated in this contract if events are outside of our control. This includes war, terrorist attack, civil commotion, riot, fire, explosions, natural disasters such as earthquakes, floods and adverse weather, failure of public or private telecommunications networks or power outages. In the event of any of the above happening, Activate Learning will take reasonable steps to contact you and will re-institute our contractual obligations as soon as reasonably practicable after the event.

## 11. Bursaries and additional funding

11.1. Activate Learning provides means tested bursaries in addition to a range of additional funds to support eligible students with their studies, which includes a hardship fund. Details of the various funds, eligibility, and how to apply can be found on our website. Please be aware, payments may stop, or repayment may be required if you are suspended from or withdraw from your programme of study early.

## 12. Withdrawing or suspending after enrolment

12.1. If personal circumstances prevent you from continuing with your studies, you may be able to suspend or withdraw from your studies. Suspending means stopping your studies for the year and resuming your studies at the same point in the following academic year.

12.2. If you withdraw or suspend your studies, it may affect how many years you can secure a student loan. You may also be required to repay any maintenance loans, grants, scholarships, or bursaries that have been given to you. It is therefore important to consider this when deciding whether to withdraw from or suspend your studies. Please contact our HE Admissions team for further information, advice, and guidance by emailing [HE@Activatelearning.ac.uk](mailto:HE@Activatelearning.ac.uk)

12.3. If you withdraw or suspend your studies, Activate Learning (or University if you are studying on an Oxford Brookes or University of Reading programme) is required to notify the Student Loans Company to inform them, provide a reason for your withdrawal or suspension, and inform them of your fee liability, which is dependent upon when you withdrew or suspended your studies.

12.4. If you return following suspending your studies, we will deduct any fees you may have paid from your suspended year of study from your current years' fees.

### **13. Personal Data and Student Information**

13.1. You agree that all the information contained in your application for an offer and any additional information that you provide to Activate Learning at any time is true, accurate and complete at the time you gave the information and in respect of an offer, was true, accurate and complete at the time you accepted the offer.

13.2. You agree to inform Activate Learning as soon as possible if any of this information or any of your personal details or circumstances change including for example, anything that leads to your non-attendance at lectures, seminars or other scheduled programme activity, anything that may impact upon your health or any criminal conviction or caution.

13.3. All personal information provided by you to Activate Learning is processed in accordance with relevant legislation including the Data Protection Act 1998.

13.4. Activate Learning is occasionally required to provide data about students to third parties for legal and operational purposes. This may include The Higher Education Students Early Statistics (HESES) survey, Individual Learner Record (ILR) returns, local authorities, the Home Office, the Student Loans Company, and Awarding Bodies.

13.5. Once you complete your studies, or if you withdraw from your programme prior to completing your studies, Activate Learning may retain basic registration details, results and any other information relating to you that may be reasonably required in relation to matters that remain outstanding. The remaining information will be destroyed subject to Activate Learning's current Data Protection Policy, which is available on our website.

### **14. How we will communicate with you**

14.1. Once you have enrolled, Activate Learning may contact you for various reasons related to your studies, such as absence, timetables, assessments, and room changes. We will email you using your Activate Learning email address, so you should therefore check this on a regular (ideally daily) basis.

### **15. Engagement with your studies**

15.1. You should engage with all aspects of your programme of study, subject to absence only for medical reasons or other personal reasons agreed in advance with your programme coordinator or module leader.

15.2. You are responsible for applying for an extension to an assessment deadline in the event that you are unable to submit an assignment due to extenuating circumstances, and to provide evidence (usually a medical note) to support your request.

15.3. Where your record of engagement is considered unsatisfactory, you will be invited to attend a meeting to discuss the issues. In the event that you do not attend this meeting, you will receive a further letter inviting you to a re-arranged meeting. If you do not attend this meeting, then you will be considered to have withdrawn from the programme of study.

### **16. Complaints**

- 15.1 If you are an applicant to a programme delivered by Activate Learning and have concerns about the way your application was handled, you may have recourse to our Complaint Policy which is published on our website.
- 16.1. Once you have enrolled as a student, you are entitled to raise any concerns with any aspect of your student experience by means of our Complaints Policy, which is published on our website. For students who are enrolled on a qualification awarded by one of our university partners, you will also be provided with the opportunity to refer your concerns to the university if you have exhausted our complaints procedure and remain unsatisfied.
- 16.2. In addition to the complaints policy and procedure of Activate Learning and its awarding bodies, you will also be able to take any concerns to the Office of the Independent Adjudicator (OIA) if you remain unsatisfied with the outcome of Activate Learning's and/or the awarding body complaints procedure.

## **17. Academic Misconduct**

- 17.1. Activate Learning and its awarding bodies take incidences of Academic Misconduct very seriously and therefore makes considerable effort to help students understand the issue and how to avoid being suspected of and committing these offences. Academic Misconduct covers all forms of malpractice in assessment, including:
- directly copying or paraphrasing the work of others and presenting it as your own (plagiarism)
  - getting someone else or using essay writing software to produce all or part of your work.
  - working with other students to produce work and submitting it as your own individual work.
  - copying another student's work with or without permission
  - knowingly allowing a student to copy your work.
  - resubmitting previously graded work
  - using forbidden notes or books in producing work or tests
  - presenting work downloaded from the internet/online sources as your own.
  - fabrication of results (including experiments, research, interviews, observations)
  - deliberate destruction of another student's work
- 17.2. Activate Learning takes measures to ensure that plagiarism is detected, for example, through the use of plagiarism detection software such as Turnitin and will undertake an investigation and subsequently any disciplinary action deemed appropriate.
- 17.3. When submitting an assignment for assessment, you will sign to confirm that all work you have submitted is your own, so it is important that you read the guidance provided in your programme handbook and ask your tutor if you are unclear about what is meant by Academic Misconduct.
- 17.4. If you are caught cheating, you may face penalties such as disqualification from the module or even the entire qualification. Cases of Academic Misconduct are also reported to our awarding bodies who may take further action.

## **18. Intellectual Property**

- 18.1. Intellectual property (IP) is the term used to describe the outputs of your creative and intellectual endeavor, such as inventing a new process or product or writing new software. It can allow you to own things you create in a similar way to owning a



physical property. You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.

- 18.2. The four main types of IP are: (a) Copyright – protects material such as literature, art, music, sound recordings, films, and broadcasts. (b) Designs – protect the visual appearance of products. (c). Patents – protect the technical and functional aspects of products and processes. (d) Trademarks – protect signs that can distinguish the goods and services of one trader from those of another.
- 18.3. Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you and Activate Learning. All students, however, grant Activate Learning permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes

## **19. IT equipment**

- 19.1. Students may not connect personal IT equipment to Activate Learning's network except as set out in the IT regulations. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g., virus attack) and that Activate Learning accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by Activate Learning or its staff, and provided always that Activate Learning accepts no liability for any indirect and consequential losses

## **20. Termination of contract**

- 20.1. Activate Learning may terminate your contract at any time if you breach these terms and conditions, and in the following circumstances:
  - If you have provided false, inaccurate or misleading information in your application.
  - If you fail to meet the conditions of your offer letter.
  - If you no longer meet immigration requirements
  - If you acquire a relevant criminal conviction
  - If you fail to enrol.
  - If you are withdrawn for failure on assessment.
  - If you fail to pay your tuition fees by the required deadline.

## **21. General**

- 21.1. If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 21.2. These terms and conditions and the documents referred to in this document override any other communication, document or representation made by Activate Learning, either in writing or orally. These terms and conditions are the entire understanding between you and Activate Learning about your programme of study and replace any other undertakings or representations.
- 21.3. This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.
- 21.4. Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 21.5. Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

- 21.6. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 21.7. The relationship between you and Activate Learning shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## Appendix

The following documents specific to higher education students are available on Activate Learning's website: <https://www.activatelearning.ac.uk/what-we-offer/higher-education/>

- Student Protection Plan
- Access and Participation Plan
- Student Transfer Arrangement Plan
- Assessment Procedures for Higher National Qualifications
- Assessment Board Procedures for Higher National Qualifications
- Recognition of Prior Learning Procedure for Higher National Qualifications
- Procedure for the Approval of New Higher Education Provision
- Periodic Review Procedure for Higher National Qualifications
- Procedure for the Closure of a Higher Education Programme
- Procedure for Approving Information related to Higher Education provision.
- Bursaries and additional funds to support students.

In addition, the following policies and procedures which apply to all students are available on Activate Learning's website: [Policies - Activate Learning](#)

- Admissions Policy
- Fees Policy
- Student Health and Wellbeing Policy
- Safeguarding Policy
- Compliments, Comments and Complaints Policy
- Student Behaviour and Disciplinary Policy
- Information Security and Data Protection Policy