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Higher Education: Terms and Conditions 2027-2028

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1. Introduction

1.1. The following terms and conditions apply to students who are applying for or are enrolled onto the following prescribed higher education (HE) programmes delivered by Activate Learning in the 2027/28 academic year: Higher National Certificates, Higher National Diplomas, Foundation Degrees and Bachelor (top up) Degrees. 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. These terms and conditions apply to the duration of your programme of study. If you require this document in an alternative format, please contact: complianceteam@activatelearning.ac.uk

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 and ensure you understand them 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 adminHE@ActivateLearning.ac.uk and we will provide you with any additional information, advice, and guidance you may need.

1.3. If you require this document in an alternative format, please email adminHE@activatelearning.ac.uk or call our Advice and Admissions team on 0800 612 6008

1.4. If you are applying for a programme of study which is awarded by either Oxford Brookes University or the University of Reading, you will also be asked to accept their terms and conditions. As such, you should ensure that you have read and understood the terms and conditions that apply to you:

Oxford Brookes University -Terms and Conditions of Enrolment

University of Reading - Terms and Conditions of Enrolment

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. If you are studying a programme validated by one of our partners, you must adhere to the academic regulations for your programme which outline the standards and procedures for assessment, progression and awards. These can be accessed here:

- University of Reading - Academic guidance and regulations | University of Reading
- Oxford Brookes - Regulations for Study - Oxford Brookes University
- Middlesex University - University-Regulations-for-Undergraduate-Taught-Programmes.pdf
- The Open University Academic Regulations Taught Courses

2.3. 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” is formed when you have met the conditions of your offer (if any) and enrolled as a student. Students studying on programmes awarded by Oxford Brookes University or the University of Reading must also enrol at their respective university.

3. The pre-enrolment contract

3.1. 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.

3.2. You have the statutory right to cancel your Pre-Enrolment Contract during a 'Cooling-off' or cancellation period of 14 calendar days from the day you accept the offer.

3.3. Your Pre-Enrolment Contract automatically expires if and when, you enrol on your programme of study.

3.4. If you do not enrol by the deadline date you have been given, your Pre-Enrolment Contract will automatically expire at that date.

3.5. 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. Either way you will be notified of the outcome by email following the review. For further details please refer to Activate Learning's Admissions Policy.

4. The enrolment contract

4.1. You are required to enrol with Activate Learning at the start of your programme and to re-enrol (if required) on an annual basis.

4.2. When you enrol with Activate Learning, you become subject to the terms of the Contract and our Student Positive Behaviour Management Policy and Procedure It is at this point that you also become liable for the tuition fees for your programme of study.

4.3. If you fail to complete enrolment, which includes failing to enrol with a validating partner institution where required to do so, 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

4.4. 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 14 calendar days from the start of the first week of teaching your course.

4.5. Beyond this period, depending upon the duration of your course, you will be liable for the following proportion of fees: 25% of the tuition fee if you suspend or withdraw in term one, 50% of the tuition fee if you suspend or withdraw in term two and 100% of the tuition fee if you suspend or withdraw in term three. For further details please refer to Activate Learning's Fees Policy

4.6. 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.

5. Consideration of applicants

5.1. 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 Activate Learning's Admissions Policy

5.2. 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.

5.3. You will be notified if the conditions of your offer change 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.

5.4. 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)

5.5. 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.

5.6. You are required to disclose any relevant unspent 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. Failure to disclose relevant criminal convictions may result in the withdrawal of an offer or withdrawal from the programme and termination of your contract. To discuss this further or to make a disclosure, please contact adminHE@activatelearning.ac.uk

5.7. You are advised to disclose any disability in your application or at any time, whether physical and/or learning to enable Activate Learning to provide the appropriate support and guidance to meet your needs in accordance with our legal duty to provide reasonable adjustments under the Equality Act 2010. To discuss this further or to make a disclosure, please contact adminHE@activatelearning.ac.uk

5.8. 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. . To discuss this further please contact adminHE@activatelearning.ac.uk

5.9. Please discuss with your Programme Coordinator if you wish to change course or mode of study as different terms and conditions and costs may apply.

6. Acceptance of an offer of a place

6.1. 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.

6.2. You have the right to cancel this contract under The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 calendar days from the day you accept your offer without the need to provide any reason. If you wish to cancel this contract, please email adminHE@activatelearning.ac.uk

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

6.4. 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)
- any immigration or visa checks and requirements that may apply from time to time (where required).
- tuition fee payment or evidence of sponsorship by a third party (e.g., tuition fee loan, employer).

6.5. Information on how and when any required evidence and information should be provided can be found in the Admissions Procedure for Higher Education courses. Information on payment of tuition fees and provision of sponsorship evidence can be found in the Activate Learning's Fees Policy.

6.6. 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.

7. International

7.1. Activate Learning does not currently have the necessary Tier 4 license to be able to accept applications from international students.

8. Tuition fees and additional costs

8.1. The fees quoted on the 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 must 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.

8.2. Tuition fees quoted on our website for qualifications awarded by Pearson, The University of Reading, Middlesex University and The Open University are for **one year of study**. However, if you are on a two-year course (for example a Higher National Diploma or Foundation Degree awarded by one of the institutions listed above), the fees for the second year will be the same as they were in the first year. The Tuition fees quoted on our website for qualifications awarded by Oxford Brookes University are for one year of study. However, if you are on a two-year course such as a Foundation Degree, the tuition fee for your second year may be increased in line with the

Retail Price Index. Tuition fees for short courses e.g. 18 weeks or less, are for the duration of the course.

8.3. Activate Learning's Fees Policy sets 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.

8.4. 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.

8.5. If you fail to pay tuition fees or additional academic 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 enrol 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

8.6. 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 Activate Learning's 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.

9. Additional costs

9.1. 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.

9.2. 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.

9.3. 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. For further details please see Activate Learning's Fees Policy

10. Changes to advertised offer prior to enrolment.

10.1. 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:

a) Updates to the programme specification by our awarding bodies, for example, changes to modules, assessments and/or programme structure
b) New or amended legislation affecting higher education.
c) Staff changes affecting the range of expertise in the team.
d) Activate Learning's quality review process.
e) Awarding body quality review process

f) Changes to Professional, Statutory and Regulatory Bodies (PSRBs) accreditation agreements

10.2. 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.

11. Changes to advertised offer after enrolment.

11.1. Every effort will be made to deliver the programme advertised and changes will only be made where absolutely necessary. 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. Although unlikely, examples of changes 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. Changes will normally only be made if the overall effect is either neutral or advantageous to students and Activate Learning will consult with you about any potential changes to your programme. If a change is made to a programme on which you are enrolled, we will give you as much notice as possible. We will notify you by email with a copy of the proposed changes and provide you with a time frame within which you should respond. If the change made is to your detriment, you will be able to withdraw from the programme without penalty by emailing adminHE@activatelearning.ac.uk. For details on fee liabilities and refunds, please refer to Activate Learning's Fees Policy. Activate Learning's Student Protection Plan outlines the reasonable measures we will take to support you to continue studying if changes are necessary or affect your study.

11.2. 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.

12. Cancellation of programme

12.1. Activate Learning will always endeavour to deliver the programmes advertised and as such will only make changes where absolutely necessary. In the event that it proves necessary to withdraw a programme advertised because the numbers recruited are so low that it would not be possible to deliver an appropriate quality of education and would negatively impact the student experience, we will notify you at least one calendar month before the programme is due to start and will make all reasonable efforts to offer 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.

12.2. In the extremely unlikely event of the early closure of a Higher Education programme, under the requirements of the Student Protection Plan, Activate Learning will seek to teach out the programme. Should this not be possible, we will take all reasonable steps, with your agreement, to find a suitable alternative HE provider offering an equivalent programme onto which you could transfer to continue your studies. In this event, the remainder of any tuition fees will need to either be paid or transferred to the new provider. Where no suitable alternative provider can be found, the remainder of any unpaid tuition fees will not be due. Any refunds will be dealt with in accordance with the Activate Learning's Fees Policy. Any bursary, hardship loan or grant or other financial award that has already been paid to you by Activate Learning will not need to be repaid.

13. Liability

13.1. 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.

13.2. We will take all reasonable steps to provide the educational services you have enrolled to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part due to reasons such as 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. Where those or similar circumstances arise, we will minimise disruption as much as possible and wherever practicable, provide you with reasonable alternative arrangements to continue with your studies. The reasonable steps we may need to take to mitigate the above circumstances may include making short term changes to learning, teaching or assessment arrangements such as having to postpone, re-locate, restructure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, laboratory schools or alternative learning environments and other teaching sessions, assessments or examinations (this is not an exhaustive list).

13.3. In circumstances where we are impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. We will work with staff and the Unions to seek a resolution to any such disputes Please see Activate Learning's Student Protection Plan for further details.

13.4. Provided that we have taken all reasonable steps to mitigate the impact of any industrial dispute or other circumstance outside our reasonable control we will not have any liability to you for any failure to provide services to you.

13.5. If any circumstance outside our reasonable control results in the complete inability to deliver your programme of study for a continued period of 6 weeks or more, then you will be entitled to:

- suspend your studies, if you are currently enrolled on your programme of study; by contacting adminHE@activatelearning.ac.uk by email or by calling us on 0800 612 6008
- terminate your contract with Activate Learning with immediate effect by contacting adminHE@activatelearning.ac.uk by email or by calling us on 0800 612 6008

13.6. When we refer to 'suspending your studies', we mean temporarily stopping your studies with Activate Learning. When we refer to 'terminating your contract, we mean ending your enrolment to study with Activate Learning

13.7. If you terminate your contract with us as described in paragraph 13.5you may be entitled to a full or partial refund of any tuition fees you have paid and/or compensation depending on the circumstances. Please see Activate Learning's Fees Policy for further details.

14. Bursaries and additional funding

14.1. 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.

15. Withdrawing or suspending after enrolment

15.1. 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. Please see our HE Withdrawal or Suspension of Studies Procedure

15.2. 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 Higher Education Learning Partnerships Office team for further information, advice, and guidance by emailing adminHE@Activatelearning.ac.uk

15.3. 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.

15.4. 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.

16. Personal Data and Student Information

16.1. 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. If your application contains inaccurate material or fraudulent information, or significant information is omitted, or additional information provided subsequently is inaccurate, fraudulent or misleading Activate Learning has the right to withdraw the offer made to you or to withdraw you from the course if the course has begun.

16.2. 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 relevant unspent criminal conviction or caution.

16.3. All personal information provided by you to Activate Learning is processed in accordance with relevant legislation including the UK General Data Protection Regulation and Data Protection Act 2018. Please see our privacy notices Privacy and Data Protection - Activate Learning in relation to how we process your personal data.

16.4. 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.

16.5. 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, Data-Protection-Procedures.pdf

17. How we will communicate with you

17.1. 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.

18. Engagement with your studies

18.1. 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. To progress to the next level of study, you must meet all academic requirements outlined in the academic regulations, module and programme specifications

and programme handbook. Further information can be found in HE Assessment and Verification Procedure

18.2. 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.

18.3.

19. Complaints and Academic Appeals

19.1. We have a Student Complaints Policy and as well as an HE Academic Appeals Procedure which you can use to raise a complaint or appeal. Students who are enrolled on a qualification awarded by one of our university partners will also be provided with the opportunity to refer your concerns to the university if you have exhausted our complaints procedure and remain unsatisfied. Alongside this, 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 or appeals procedures

20. Standards of Behaviour

20.1. Students are expected to adhere to the standards of behaviour outlined in the Student Positive Behaviour Management Policy and Procedure . Failure to comply with these standards may result in disciplinary action and could result in termination of your contract with Activate Learning and withdrawal from your programme of study.

21. Academic Misconduct

21.1. 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. Details on the various forms of academic misconduct and how it is dealt with at Activate Learning can be found in our Academic Misconduct Procedure

21.2. Students are expected to adhere to the required standards of academic integrity. For further information and guidance please see Activate Learning Academic Integrity webpage. Breach of these standards could result in withdrawal from the programme of study. Cases of Academic Misconduct are also reported to our awarding bodies who may take further action.

22. Intellectual Property

22.1. Intellectual property (IP) is the term used to describe the outputs of your creative and intellectual endeavour, 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.

22.2. 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.

22.3. 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

23. IT equipment

23.1. 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.

23.2. Activate Learning has several policies in place setting out what is expected in relation to acceptable IT use, online safety and use of artificial intelligence. Failure to comply with the standards set out in these documents could result in disciplinary action including termination of your contract with Activate Learning and withdrawal from your programme of study. Further details can be found in our IT Acceptable Use Policy and Procedure, -our Online Safety Policy and our Artificial Intelligence Usage Policy .

24. Fitness to Study and Reside

24.1. Activate Learning is committed to supporting students who face difficult circumstances during their studies. Our Fitness to Study Policy and Fitness to Study & Reside Procedure outlines the support available and the steps that may be taken if a student's fitness to study is in question. You agree to engage with our Fitness to Study Policy if requested. The policy aims to support you with your study goals if you have faced difficult circumstances during your studies, that have affected your behaviour and the way you interact with the Activate Learning community and raises concerns with us about your health, safety or wellbeing.

25. Health and Safety Compliance

25.1. Students must comply with all health and safety policies and procedures while on Activate Learning premises or participating in any college activities. This includes following safety instructions and reporting any hazards or incidents. Failure to comply with health and safety requirements may result in disciplinary action, including termination of your contract with Activate Learning and withdrawal from your programme of study. For more information, please refer to the Health and Safety Policy

26. Safeguarding and Prevent Duties

26.1. Activate Learning is committed to safeguarding the welfare of all students. Information may be shared with relevant authorities in certain circumstances to ensure the safety and wellbeing of students.

26.2. In line with the Prevent Duty, Activate Learning works to prevent individuals from being drawn into terrorism. This includes monitoring and reporting any concerns related to radicalisation. For more details, please refer to the Safeguarding Policy and Prevent Duty Policy

27. Termination of contract

27.1. Activate Learning may terminate your contract at any time if you breach any of the terms and conditions set out in this document, 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 which prevents continuation on your programme of study
- If you fail to disclose 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.
- If you fail to comply with the standards expected in relation to acceptable IT use, online safety or use of artificial intelligence.
- If there are concerns about your physical or mental health in accordance with Activate Learning's Fitness to Study and Reside PolicyIf you fail to comply with health and safety policies and procedures.
- If you fail to adhere to the expected standards of academic integrity
- If you fail to comply with the expected standards of behaviour

28. General

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

28.5. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

28.6. 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.

29. References

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
- Bursaries and additional funds to support students.