

Ulster Terms and Conditions
Last updated:17/10/2024

1. INTRODUCTION

- 1.1. Please read these terms and conditions (“Terms”) carefully. By accepting your Offer, you agree to be bound by these Terms.
- 1.2. These following (“Terms”), along with any documents referred to herein (including those accessed via links to a website) contain important information about your contract with Branch Campus (London & Birmingham) Limited (“BCLB”). BCLB is a limited company registered in Northern Ireland with company number N1614694. The registered office is Murray House, 4 Murray Street, Belfast, Northern Ireland, BT1 6DN.
- 1.3. BCLB delivers Ulster University courses available at the London, Birmingham and Manchester Branch Campuses as part of a partnership between Ulster University (the “University”) and QAHE Limited (“QA Higher Education”) – a UK higher education provider. The courses are designed, assessed, quality assured and validated by the University. The courses are taught by QA Higher Education staff.
- 1.4. You will be a student of both BCLB and the University. The purpose of these Terms is to set out the contract between you, BCLB and the University. These Terms contain the obligations that BCLB and the University have to you as a student at BCLB and the obligations that you have to BCLB and the University.
- 1.5. BCLB will deliver most of the services to you. You will be a student of the University only for the purposes of making the academic award available to you and the services which the University agrees to deliver to you in these Terms.
- 1.6. We may update these Terms from time to time. When we update our Terms we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the BCLB website [Student Policies | Ulster University Branch Campuses](#). If there is any discrepancy between these Terms and any of the documents referred to herein, the provisions of these Terms shall prevail.
- 1.7. Your contract with BCLB and the University is made up of the following:
 - 1.7.1. these Terms;
 - 1.7.2. the offer letter you receive from BCLB (the “Offer”);
 - 1.7.3. the documents referred to within these Terms, which include:
 - 1.7.3.1. the policies and procedures accessible via the following link: [Policies & procedures | Ulster University Branch Campuses](#); and
 - 1.7.3.2. the student policies accessible via the following link: [Student Policies | Ulster University Branch Campuses](#)(the “Contract”)

2. IMPORTANT PERSONAL DETAILS

- 2.1. It is essential that you provide your current personal email address and your home address (both in the UK and your home country) and telephone number on your application form and a copy of your current passport. You must tell us immediately if there is any change to any of these details. Important information regarding enrolment and admission and the Confirmation of Acceptance for Studies (for international students) (“CAS”) is sent to student’s personal email address.
- 2.2. If you are an international student, you are also required to send us a copy of any previous student route visas you have obtained for the purpose of previous study in the UK.
- 2.3. If you applied to us via an intermediary such as an agent, representative or educational institution, we will normally communicate with you about your admission via the intermediary. We reserve the right to pass information about your admissions and enrolment status and about your attendance and engagement and to send a copy of your CAS (for international students) to the intermediary which is referred to in your application.

3. BEFORE YOU ACCEPT

Your Offer

- 3.1. BCLB will issue you with a communication confirming an offer of a place on your chosen course. Your Offer contains important information relating to the course on which you have been offered a place,
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- including the term dates, duration of the course and the tuition fees.
- 3.2. The Offer will set out any specific requirements that you will need to comply with. If you fail to comply with any of these requirements, we may terminate the Contract as set out in clause 18.
 - 3.3. It is your responsibility to ensure that all information provided by you or on your behalf is accurate and not misleading. BCLB and/or the University reserve the right to withdraw an Offer or CAS if it is found that you have provided false or misleading information or have refused to provide the required information in your application and/or during the admissions process.
 - 3.4. BCLB and/or the University reserve the right to refuse to issue you with a CAS even if you have accepted an unconditional offer.

Your fee status

- 3.5. We will determine your fee status upon application and ID requirements. Places for UK and Home students are restricted and fill quickly. Please note that should your fee status change before you begin your course, it may not be possible to offer you a place as a home fee payer if there are no home fee payer places available. Please note fees differ based upon your status at the application stage.

4. ACCEPTING YOUR OFFER

- 4.1. Acceptance of the Offer occurs when you confirm in writing that you accept the Offer. The preferred way to do so is by signing in to our Applicant Portal using your username and password.
- 4.2. You must also pay your deposit in line with clause 9 of these Terms.
- 4.3. Once you accept the Offer, a legally binding Contract comes into existence which remains conditional upon you meeting the conditions in the Offer and meeting all immigration requirements (if applicable).
- 4.4. If you do not accept the Offer within the specified time period, we may withdraw the Offer.

5. YOUR RIGHT TO CANCEL THE CONTRACT

- 5.1. You have a legal right to change your mind and cancel the Contract within 14 days, starting on the day after you accept your Offer (the "Cancellation Period").
- 5.2. To exercise this right to cancel, you must inform us of your decision to cancel the Contract by a clear statement. You may do this by sending a letter to the Director of Admissions, qahe.admissions@qa.com. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- 5.3. If you cancel your acceptance within the Cancellation Period, we will refund to you any payments we have received from you in respect of the Tuition Fees without undue delay and no later than 14 days after the day on which you informed us of your decision to cancel the Contract.
- 5.4. We may start to provide you with services if you request us to do so before the end of the Cancellation Period. For example, because you have accepted your Offer shortly before your course is due to start. You may still cancel the Contract during the Cancellation Period. However, we will be entitled to deduct from any refund an amount which is in proportion to the services supplied by us to you, calculated on the basis of the total price of the Contract.

6. VISAS AND IMMIGRATION

- 6.1. It is your responsibility to apply for the appropriate visa from your country of residence, permission to change sponsor (if you already have permission to study in the UK at another institution), or Leave to Remain if you need more time to complete your studies.
- 6.2. It is your responsibility to cover all costs associated with any of the above applications and you must ensure that you have the appropriate and valid visa throughout your studies. It is essential that you comply with the terms of your visa and do not breach any of the conditions attached to your permission to study here. If and when you need to renew your student visa it is essential that you do so as early as possible in advance of the expiry date of your current visa.
- 6.3. You have total responsibility to ensure that you provide correct and valid documentation for any visa application. You must ensure that you make any visa application in sufficient time for you to receive your visa and travel to the UK before the latest date at which you are allowed to enrol. If your CAS statement is not used by the end of the given enrolment period, then it will be withdrawn. You can check visa application times for your country at your local British Embassy or High Commission.
- 6.4. The University provides some useful information in relation to visas which can be accessed via this link [Visas and Immigration - Ulster University Global](#).
- 6.5. If you fail to make a visa application in time or you provide invalid, factually incorrect or inaccurate documentation in a visa application you may lose your deposit as set out in Clause 12.9, your visa may be withdrawn and you may be required to return to your home country.

7. YOUR OBLIGATIONS

- 7.1. You must keep all information provided to us up to date and notify us promptly of any changes;
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- 7.2. You must ensure that all information provided by you or on your behalf, as part of the application process or at any other time, is and remains true and accurate, is not misleading and free from omissions;
- 7.3. You must comply with any and all conditions set out in your Offer and continue to comply with them (if relevant) throughout the duration of your course;
- 7.4. You must pay all tuition fees and any other charges when due;
- 7.5. You must comply with these Terms and all other regulations, codes, policies, procedures and documents referred to herein (including those published on QAHE's website, BCLB's website and/or the University's website);
- 7.6. You must enrol with BCLB at the start of your course within the time period notified to you.

8. OUR OBLIGATIONS

- 8.1. We will provide the services to you with reasonable care and skill.
- 8.2. We will use reasonable efforts to deliver the courses as described.
- 8.3. We may withdraw or change the courses or course combinations included in any publicity material. Changes are usually made for one or more of the following reasons:
 - 8.3.1. to review and update the rules and regulations to ensure that they are fit for purpose;
 - 8.3.2. to safeguard academic standards, for example, in response to external examiner feedback;
 - 8.3.3. to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - 8.3.4. to incorporate sector guidance or best practice;
 - 8.3.5. to incorporate feedback from students;
 - 8.3.6. to aid clarity or consistency of approach;
 - 8.3.7. and/or where we have your express consent to make such changes.
- 8.4. Where we make changes to our rules and regulations, we will make reasonable efforts to bring them to your attention before the changes take effect. The updated rules and regulations will be made available on our website.
- 8.5. Changes will normally come into effect at the beginning of the next academic year but we reserve the right to introduce changes during the academic year. We will take reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.

9. PAYMENT OF TUITION FEES

General terms for payment

- 9.1. Current course tuition fees ("Tuition Fees") must be paid in full (and received by BCLB) before registration/enrolment week unless otherwise agreed in accordance with these Terms.
- 9.2. The Tuition Fees must be received in cleared funds in accordance with the [Payment Methods](#) set out in these Terms.
- 9.3. Payment must be made strictly on or before the dates set out by us.
- 9.4. You will not be able to progress to the next level of your course until we have received the relevant payment.
- 9.5. Please note that:
 - 9.5.1. payments made to us are not transferrable between you and anyone else;
 - 9.5.2. it is your responsibility to ensure that current course Tuition Fees are paid;
 - 9.5.3. we are not liable for any payment (made by you) that does not reach our correct account due to you entering our details incorrectly; and
 - 9.5.4. we are not liable if your bank, building society, credit card or debit card supplier declines or refuses payment. It is your responsibility to check that payment has been deducted from your account.
- 9.6. All prices and payments are in GBP (£) and inclusive of value added tax (VAT).
- 9.7. Tuition Fees are subject to regular review and change. Tuition Fees and other amounts payable are published separately for each intake and the most recently published pricing is payable by all students studying at the relevant time unless the relevant amounts were paid in full prior to the publication of the new pricing. The fee for the duration of your course will be set out in your Offer letter.
- 9.8. We are committed to assisting you in your studies wherever possible. If you are experiencing unforeseen financial difficulties in paying your Tuition Fees you must contact the Finance team for support and advice as soon as possible.

Payment Methods

- 9.9. Payment for all options can only be made in GBP (pounds sterling):

Payment via bank transfer

- 9.10. The preferred method of payment is via Flywire – an online payments provider. Information on how to pay via Flywire is covered on the Finance page on our website: <https://qa.ulster.ac.uk/apply/finance/>.
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- 9.11. **Payment via credit/debit card.** BCLB accepts payments from the following cards: Visa Credit / Mastercard / Visa Debit / Visa Electron.

We accept payments (credit/debit card payments) over the phone and in person. If you wish to make a payment over the phone, please contact one of the telephone number below:

+44(0)20 3504 3399

- 9.12. **Payment in person.** You can pay by debit/credit card at the Finance offices at the Birmingham and London campuses. Please note that we may require photo identification at the time that you make such payment. This identification should either be a passport or student ID card (if applicable) which we will copy and attach to your payment.
- 9.13. **Payments in cash.** Please note that BCLB does not encourage the payment of tuition fees in cash. Where cash payments are made directly into our bank account we will require the person paying to provide evidence of the source of the funds. Evidence is to include the cash withdrawal from a bank account. In instances where a refund is requested and a cash payment was made to us we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.

International self-funding students.

- 9.14. For year 1 of your course, a minimum deposit of £5,500 (unless otherwise agreed) or full course fees (if lower than £5,500) are required before registration/enrolment week. The remaining balance is due upon commencement of the second semester in the first academic year.
- 9.15. Students progressing to years 2 and 3 of the course are permitted to pay as above for each academic year.
- 9.16. In certain circumstances we may agree that you can pay the remaining tuition fees by an instalment plan. This is a formal process and both you and we have to agree in writing to the schedule and amount of payments under any instalment plan. Please note, any failure to meet the payments in the instalment plan, will result in the plan being revoked.
- 9.17. Where an instalment plan has been agreed payment of Tuition Fees must be made either by recurring credit/debit card payment or direct debit. You must ensure that we have all direct debit or recurring card payment information before registration/enrolment week.
- 9.18. Please be aware that in the event of a default on an instalment payment the full balance of the Tuition Fees is immediately due and payable. In such circumstances we cannot offer any further instalment plans and we can apply the sanctions for non-payment.
- 9.19. Recurring card payment ("RCP"). Payment of tuition fees can be made by setting up a RCP plan using a credit/debit card. You must contact the student finance office if your card details change or your card expires whilst the instalment plan is active.
- 9.20. Direct debit ("DD"). Please note that you must have an eligible UK bank or building society account operating the DD scheme in order to set up a DD plan. A DD mandate form must be completed by the account holder and sent to the student finance office.

For postgraduate UK/Home students

- 9.21. Where you are paying your tuition fees by way of a postgraduate loan you will be required to make a deposit payment of £1350 on enrolment for extended MSc courses and £250 for MSc/MBA 12 month courses. This amount will be deducted from the total tuition fee listed on your Offer. This deposit payment will not be expected to be paid from the postgraduate loan. The remaining balance of your tuition fee will be split over three or six payments aligned to your loan payments received from Student Finance England ("SFE"). Please note that this deposit is non-refundable.
- 9.22. If you are not paying your tuition fees by way of a postgraduate loan you will be eligible for the terms above regarding the payment of a deposit of £1350 or £250 prior to enrolment and, should you choose, will have access to an instalment plan.
- 9.23. Please note tuition fees must be paid in full before you are permitted to graduate and any certificates are released.

For students in receipt of an Undergraduate SFE loan

- 9.24. On enrolment, you will need to provide evidence of your application for SFE funding for your course. If you cannot provide this you will be classed as a self-funding student and clauses 9.15 to 9.21 shall apply.

10. Sanctions for non-payment of Tuition Fees

- 10.1. Where you fail to make the agreed Tuition Fee payments in accordance with these Terms then the following action may be taken:
- 10.1.1. we may suspend or withdraw your registration on the course;
 - 10.1.2. we won't issue any of your pending exam results or award you applicable qualifications unless
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- and until full payment is made;
- 10.1.3. if you are an international student studying in the UK on a student visa, we may contact the University who may withdraw your sponsorship and report this to UKVI. This will lead to your visa being curtailed and you will be required to return to your home country. It is important to note that once withdrawn it is not normally possible to reinstate sponsorship. The University may not reinstate sponsorship in the UK following late payment of outstanding balances or an appeal outcome, because such reports are made in line with sponsorship duties;
 - 10.1.4. we will, without limiting any other rights we may have, charge interest on the outstanding amount (both before and after judgment) at the rate of 2% above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.
- 10.2. In all circumstances where a student has defaulted on their instalment plan or on the agreed date of payment, BCLB will follow the credit control policy which is available from the University Student Finance Team Office.
 - 10.3. Please note: if you do not pay your fees on time or in accordance with an agreed payment plan we reserve the right to commence legal proceedings against you and instruct a debt collection agency to recover outstanding monies owed by you.

11. Overpayments

- 11.1. In the event that you overpay the total of the Tuition Fees due, the credit balance will be used to offset any legitimate fee due by you to us (including but not limited to outstanding library debts, printing debts and accommodation debts). We will refund the remaining credit balance to the card account or bank account from which the overpayment was received. For the avoidance of doubt, it is your responsibility to inform us if you believe that you have overpaid the Tuition Fees.

12. Withdrawals, Deferrals and Cancellations

General compliance

- 12.1. Other than where we have agreed a deferment in accordance with these Terms, you are not entitled to any refund where you don't complete our enrolment formalities or otherwise fail to follow our course terms. It is your responsibility to attend the campus on specified registration/enrolment dates set out on your application.

Students with a Student route visa

- 12.2. BCLB reserves the right to dismiss and/or withdraw visa support (by reporting you to the University) from any student at any time for:
 - 12.2.1. non-payment of fees or other amounts due;
 - 12.2.2. failure to meet the ongoing attendance requirements;
 - 12.2.3. late commencement of study;
 - 12.2.4. late enrolment;
 - 12.2.5. any other failure (past or present) to meet visa regulations and/or UKVI requirements; and/or
 - 12.2.6. failure to demonstrate in BCLB's sole opinion satisfactory academic progression.
- 12.3. No refunds will be made to any students (including any prepaid fees or deposits) withdrawn under this paragraph.
- 12.4. BCLB reserves the right to inform the appropriate authorities (by reporting to the University) which include the UKVI or agreed emergency contacts where a student:
 - 12.4.1. is removed from study;
 - 12.4.2. is failing to meet ongoing attendance requirements;
 - 12.4.3. is failing, in the sole opinion of BCLB, to make satisfactory academic progress;
 - 12.4.4. has committed any breach of his/her visa requirements;
 - 12.4.5. withdraws from the course;
 - 12.4.6. has not registered with BCLB; and
 - 12.4.7. returns to their home country or transfers to another higher education institution.
- 12.5. UKVI specifies attendance requirements for study and visa renewal. Students are responsible for signing the attendance register during each class in order to provide acceptable evidence of attendance to UKVI.

Cancellation

- 12.6. Where you accept your course otherwise than in person, you have a statutory right to cancel your course as set out at clause 5.
 - 12.7. Cancellations that do not fall into the category above will be reviewed and if approved will be subject to an administration charge of £150. A pro-rata charge will also be made to your account based upon services you have received.
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Refunds / deferral

- 12.8. All refunds will be made in GBP. We will not be liable for any losses incurred as a result of currency fluctuations or exchange rates.

Student route visa students

- 12.9. In circumstances where you have paid a deposit prior to us issuing a CAS and the University does not issue a CAS then you will receive a full refund. Please note in circumstances where a CAS is not issued because you failed to submit your visa application in time, or due to fraudulent documentation being submitted or other irregularities no refunds will be authorised. In instances where a refund is requested and a cash payment was made to us we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.
- 12.10. Once a CAS number has been issued by the University confirming full-time status and shows as used on the Home Office database, no refund of your deposit or course deferrals/cancellations are permissible other than in the instance of visa refusal and subject to meeting the criteria in the paragraph below.
- 12.11. Course deferrals may be allowed for students including those who are still overseas awaiting their student visa prior to the published course commencement date. A maximum of one such deferral will be allowed, after which all deposits paid will be forfeited to BCLB. BCLB refuse deferrals for visa students where it has reason to believe students have entered the UK on the basis of the University's sponsorship and are not studying as necessary with BCLB (given the visa requirements). In such circumstances BCLB will withdraw its sponsorship and notify the UKVI (by reporting to the license holder) and/or any other relevant authorities.
- 12.12. If a student's visa application has been refused, then the amounts paid will be refunded, less:
- 12.12.1. an administration charge by BCLB of £150;
 - 12.12.2. if applicable, any outstanding legitimate fees due to BCLB (including but not limited to outstanding library debts, printing debts and accommodation debts);
 - 12.12.3. a deduction based upon any services received.
- 12.13. The refund will be dependent on production of the following documents:
- 12.13.1. an official copy of the visa refusal letter (GV51);
 - 12.13.2. a copy of the student's passport showing both a photograph and signature;
 - 12.13.3. where the payer was not the student, an original authority letter from the student authorising the repayment to the payer; and
 - 12.13.4. where the student is already in the UK, evidence satisfactory to BCLB that the student has either left the UK, changed immigration status or found an alternative sponsor to remain in the UK.
- 12.14. Refunds will only be made under this paragraph if requested in writing or by email, with the necessary supporting documents within 4 weeks from the commencement of the course (published date) or 4 weeks from the visa refusal date, if later. In circumstances where an application is refused by UKVI on the grounds of fraudulent documentation or other irregularities no refunds will be authorised.
- 12.15. For students who chose to withdraw from the course or who are withdrawn on the basis of academic progression, the fee liability will be:
- 12.15.1. Withdrawal in the first 4 weeks of teaching – No fees due;
 - 12.15.2. Withdrawal after this date within term 1 – 50% of the total academic year's fee;
 - 12.15.3. Withdrawal after commencement of term 2 – 100% of the total academic year's fee.
- 12.16. Refund requests that do not meet the criteria set out above but are perceived to be legitimate based on your perception will be reviewed and a decision made at the absolute discretion of our management.
- 12.17. Please note, the above includes withdrawals where students are unable to continue the course because of insufficient academic progression achievements.

Non-Student route visa students

- 12.18. You may defer enrolment for one relevant sitting, provided we have received written notification 14 days prior to the course commencement date.
- 12.19. If you wish to withdraw from the course after enrolment, refund requests will be reviewed and a decision made at the absolute discretion of our management. Fee liability is as laid out below:

UK and Home students on full-time undergraduate and postgraduate courses

- 12.20. All UK and Home students who are withdrawn or withdraw or pause their course of study will be liable to pay a tuition fee depending on the term in which you pause or cease your course:
- 12.20.1. During term 1 you will be charged 25% of the total academic year's fee;
 - 12.20.2. During term 2 you will be charged 50% of the total academic year's fee;
 - 12.20.3. During term 3 you will be charged 100% of the total academic year's fee.
- 12.21. Interruption to study requests will not be approved when the student is citing financial reasons. Students
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must have acceptable personal extenuating circumstances. The approval of any interruption to study request will be made by the directors of QA Higher Education. In instances where a student has a credit balance on their account and has not restarted their study after twelve months from interruption, the credit balance will be forfeited to QA Higher Education.

- 12.22. Please note, the above includes withdrawals where students are unable to continue the course because of insufficient academic progression achievements. The above terms relate to the taught element of the postgraduate course. Refunds are not made to students who do not progress from the taught element of the course to the dissertation.

When we can refuse requests for deferrals

- 12.23. If you have already deferred your offer to study with us once, we may refuse subsequent deferral requests from you.
- 12.24. Where you are a student subject to a Student route visa, we will refuse your request for a deferral where we have reason to believe you have entered the UK on the basis of our sponsorship but are not complying with our study and course requirements.

13. Additional Administration Charges

13.1. We will charge you administration fees of:

- 13.1.1. £45 (GBP) for any resit module. A fee of £45 will be charged per module and not per exam/coursework;
- 13.1.2. £50 (GBP) for cases of a dishonoured cheque or a defaulted instalment payment to cover administration and bank fees;
- 13.1.3. £150 (GBP) for arranging permitted course deferrals;
- 13.1.4. £250 (GBP) for transferring course between locations;
- 13.1.5. £150 (GBP) where your visa application has been refused and you are entitled to, and we give, a refund. Please note refunds are also subject to any course fee costs that have been incurred between commencement of course and visa refusal notification if extending a visa in the UK;
- 13.1.6. £400 (GBP) where we have offered a refund outside of the criteria above but you have provided evidence and a reason deemed acceptable to the QAHE Directors.

14. INTELLECTUAL PROPERTY

- 14.1. The ownership of intellectual property rights will be in accordance with the University's copyright policy which is available via this link [Policies & procedures | Ulster University Branch Campuses](#).

15. LIABILITY

- 15.1. Nothing in these Terms shall limit or exclude our liability to you for any death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any statutory or other liability that cannot be excluded by law (including, but not limited to, your rights as a consumer).
- 15.2. We are responsible for loss or damage You suffer that is a foreseeable result of our breach of this Contract or our negligence, breach of statutory duty, omission or default. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract. We do not accept responsibility for any loss or damage to your property (whether on our premises or otherwise) unless caused by our negligence, breach of statutory duty, omission or default..
- 15.3. Subject to Clause 15.1 above, our total aggregate liability to you (whether in contract, tort or otherwise) arising out of or in connection with these Terms and this Contract and/or your period of study with us shall not exceed an amount equivalent to twice the total tuition fees payable by you in connection with your course. Please note that tuition fees are as set out in your Offer (or on our website if amended) and does not include the cost of the following: subject books, stationery, printing and photocopying costs, accommodation, living expenses, travel, hobbies, sports or any other extracurricular activities.

16. EVENTS BEYOND OUR CONTROL

- 16.1. An Event Beyond Our Control means any circumstance not within our reasonable control including: Acts of God, flood, drought, earthquake, volcano or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, , collapse of buildings, fire, explosion or accident, interruption or failure of utility service or any pandemic, epidemic or government enforced lockdown or act.
- 16.2. Subject to the provisions of this Clause 16, we will not be in breach of this Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under this Contract to the extent that
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such failure or delay is due to an Event Beyond Our Control.

- 16.3. If an Event Beyond Our Control occurs, then we will promptly notify you as soon as reasonably possible. Our obligations under these Terms will be suspended and the time for performance of our obligations shall be extended for the duration of the Event Beyond Our Control. If relevant, we shall consider whether the remote or virtual delivery of your course is appropriate.

17. DATA PROTECTION

- 17.1. We will process any of your personal data in accordance with our privacy policy, which is available on the QAHE Website via this link [Privacy Notice | QA Higher Education](#) or upon request.

18. TERMINATING THE CONTRACT

Your rights to terminate the contract

- 18.1. You may terminate the Contract within the 14 day Cancellation Period in accordance with Clause 5.
- 18.2. If you change your mind and the 14 day Cancellation Period has expired, you may still cancel the Contract. However, you may be liable for tuition fees and/or only entitled to a partial refund.
- 18.3. You may be able to end the Contract if we have not fulfilled our obligations. Examples might include the unlikely event that your course is cancelled by us, that we have made a significant change to the course that you do not agree with or that there is an unacceptable delay by us in delivering the course.

Our rights to terminate the contract

- 18.4. We reserve the right to terminate the Contract at any time and on such notice to you as may be appropriate having followed any relevant policies or procedures:
 - 18.4.1. If you do not pay your tuition fees or other amounts due on the date specified for payment. This includes where you have an agreement with a third party (such as a sponsor) to pay on your behalf;
 - 18.4.2. For your failure to provide information requested or for providing false, inaccurate or misleading information;
 - 18.4.3. If you fail to meet the conditions and/or requirements specified in your Offer;
 - 18.4.4. If we exercise our right as set out at Clause 3.4 to refuse to issue you with a CAS even if you have accepted an unconditional offer;
 - 18.4.5. For your late enrolment and/or late commencement of study;
 - 18.4.6. If you fail to meet the ongoing attendance requirements or fail to demonstrate, in our sole opinion, satisfactory academic progression;
 - 18.4.7. If your circumstances change so that you no longer have permission to remain in the UK;
 - 18.4.8. For your material breach of your obligations under this Contract, including of our regulations, policies, procedures and codes;
 - 18.4.9. If you engage in any activity or act in a manner that brings us into disrepute.

No refunds will be made to any students (including any prepaid fees or deposits) dismissed or withdrawn in accordance with this clause.

19. COMPLAINTS

- 19.1. We have a student complaints procedure that is accessible via the QAHE Website [Student Complaints](#). There is also a dedicated mailbox for complaints, QAHE.Complaints@qa.com, which you can contact for further guidance. We anticipate the vast majority of complaints to be resolved informally. The Senior Management Team has overall responsibility for complaints.
- 19.2. You may also have the right to refer complaints to the Northern Ireland Public Services Ombudsman (NIPSO). Please visit the NIPSO website for further information.

20. OTHER IMPORTANT TERMS

- 20.1. This Contract is governed by English law. Any disputes arising between us (whether contractual or non-contractual) shall be within the non-exclusive jurisdiction of the courts of England and Wales.
 - 20.2. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms will remain in full force and effect.
 - 20.3. We may transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.
 - 20.4. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.
 - 20.5. These Terms and any documents referred to herein set out the entire agreement between us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
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20.6. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.
