

Terms and Conditions for the Provision of Higher Education Courses for Consumers

Applicants 2024-2025 and 2025-2026 years

This document sets out the terms and conditions for higher education courses delivered at Bury College which are validated by one of the following awarding bodies:

- Pearson
- The University of Cumbria
- The University of Huddersfield
- University of Salford

Bury College operates in accordance with the Higher Education and Research Act 2017 (HERA) and is regulated by the Office for Students (OfS). This ensures that:

- Students are protected through a *Student Protection Plan*, which outlines how the College will respond to potential risks affecting course delivery.
- Transparency is maintained regarding course content, tuition fees, and student outcomes.
- The College upholds high standards of teaching, assessment, and student support.

Further details and documentation are available at:

<https://burycollege.ac.uk/university-centre/about-us/legal>

1. The offer of a higher education place at Bury College is on the understanding that if you accept a place and register you will be required to agree to abide by and observe the policies and procedures at Bury College, all rules concerning academic regulations published by Bury College, all rules concerning academic regulations published by the awarding body, all learning contracts, where applicable. Further information is available here:
<https://burycollege.ac.uk/legal>
<https://burycollege.ac.uk/university-centre/about-us/legal>
2. Our offer will be sent to you directly from UCAS, or, for direct entry courses from Bury College. If you see any discrepancy in the offer please contact us at admissions@burycollege.ac.uk
3. The *Bury College Fees Policy* outlines how fees will be charged and when payments are expected. Also included on the course web pages is reference to any additional costs you may incur on your course. Accepting a place on a higher education course has a cost implication and creates a financial commitment in terms of tuition fees and

any other loans you may access. Please note, under the *Consumer Contracts Regulations 2013*, applicants have the right to cancel up to 14 days after acceptance without tuition fees being applicable.

To submit a cancellation and to request any fees that may have been paid within these 14 days, please contact funding@burycollege.ac.uk

For withdrawal and cancellation fee charges after that period, please refer to the Bury College Fees Policy. Details regarding the College's Fees Policy are available at: <https://burycollege.ac.uk/university-centre/about-us/legal>

If you believe you may be entitled to a refund or compensation, in the first instance, please contact funding@burycollege.ac.uk

Should you wish to make a complaint, the College has a *Compliments and Complaints Policy and Procedure*. This can be found at: <https://burycollege.ac.uk/legal>

4. As a student you are protected by Consumer Protection legislation, recently consolidated within the Consumer Rights Act 2015 (CRA), and these Terms and Conditions have been established in accordance with guidance on the implications of consumer legislation for Higher Education Institutions issued by the Competition and Markets Authority (CMA).
5. Your offer of a place and subsequent registration are made on the basis that the information supplied in your application is true and complete. Bury College reserves the right to cancel or withdraw any offer made on the basis of an application that has been found to contain fraudulent, false or misleading information or which is supported by fraudulent documents including references and qualification certificates.
6. Bury College reserves the right to withdraw the offer of a place if your circumstances change after you have been made an offer which means that you no longer meet the programme's specific requirements.
7. Should your application be rejected and you wish to make an appeal, please refer to the College's *Compliments and Complaints Policy and Procedure*. This can be found at: <https://burycollege.ac.uk/legal>
8. Higher education course content, assessment and teaching and learning methods are reviewed through both the College's internal quality assurance processes and the awarding body's internal subject review and validation process. Should there be a significant change to a higher education qualification before enrolment, applicants will be informed in writing. A significant change may be categorised as:
 - A change to the course title,
 - A change to the awarding body,
 - A change which alters professional recognition or the accumulation of exemptions from professional examinations,
 - A change of mode of study, duration, guided learning hours,
 - The removal or replacement of course modules,

- A change which results in teaching and learning methods or assessment methods altering by 15% or more of the published data.
9. As a registered provider of Higher Education, Bury College is committed to the student experience and to supporting students to achieve their academic outcomes. In support of this, the college publishes a *Student Protection Plan* to set out how continuation and quality of study will be preserved for current and potential students if a risk to continued study crystallises. The *Student Protection Plan* can be found at: <https://burycollege.ac.uk/university-centre/about-us/legal>