



Higher Education Student General Terms and Conditions 2025-2026



SIGNIFICANT CHANGES FOLLOWING REVIEW

PAGE NUMBER OR HEADING NAME	DETAILS OF SIGNIFICANT CHANGE	CHANGES MADE BY
3.1	Students to follow policies under relevant validating partner	Sharon Dunphy
3.3	Where changes are proposed for reasons other than legal or regulatory requirements students may be consulted and will be notified of any changes	Sharon Dunphy
4.1	Clarity for student visas and immigration status	Sharon Dunphy
6.3	Clarity for cooling off period for late enrolments	Sharon Dunphy
7	Clarity for fee status	Sharon Dunphy
8	Refunds added based on fees policy	Sharon Dunphy
9.1	Definitions added for registration and enrolment	Sharon Dunphy
11.2	Definitions added for intermission, intercalation, time out, approved and non approved break	Sharon Dunphy
15.6.2	Student protection plan added to text	Sharon Dunphy
16.3	Submitted work to be retained inline with OfS conditions	Sharon Dunphy
18.5	Industrial action by college staff removed for non liability	Sharon Dunphy

Senior Leadership Responsibility	Adam Fahey
Policy Author	Sharon Dunphy
Roles Responsible for Reviewing	Deputy Executive Director HE and Quality
Issue date of current version	August 2025 V2
Date to be reviewed	August 2026
Type of Policy	Public / Internal

POLICY AVAILABILITY NOTICE

This policy is available in alternative formats upon request to accommodate different needs including word. To request an alternative format, please contact HE support at HEsupport@southessex.ac.uk

Item	Policy	Page Number <i>Linked pages, click page No.</i>
1.	Important and Surprising Terms and Conditions	<u>4</u>
2.	Introduction	<u>4</u>
3.	Related College Policies and Procedures	<u>5</u>
4.	Immigration (Applicable to students from Countries outside the European Economic Area (Non-EEA))	<u>6</u>
5.	Applications: The Importance of Providing True and Complete Information	<u>7</u>
6.	Offers, Enrolment, and Registration in Your First Academic Year	<u>7</u>
7.	Tuition Fees	<u>8</u>
8.	Refunds	<u>9</u>
9.	Circumstances Preventing Registration	<u>9</u>
10.	Appeals	<u>10</u>
11.	Registration in Subsequent Academic Years	<u>10</u>
12.	Criminal Convictions	<u>11</u>
13.	If You Decide to Withdraw Your Registration	<u>11</u>
14.	Grounds on Which the College May Terminate Your Registration	<u>11</u>
15.	Changes to Programmes and Discontinuing Programmes	<u>12</u>
16.	Risk of Loss or Damage to Coursework	<u>14</u>
17.	Intellectual Property	<u>14</u>
18.	Limitation of Liability	<u>14</u>
19.	Complaints	<u>15</u>
20.	Other Terms	<u>15</u>
21.	Notices	<u>15</u>
22.	Your Rights and Obligations Once You Have Registered as a Student	<u>17</u>
23.	Additional information is available in the Student Charter	<u>18</u>

University Centre South Essex

Student General Terms and Conditions

1. Important and Surprising Terms and Conditions

All of the terms and conditions below are relevant to your studies with University Centre South Essex. However, we have highlighted some specific important and/or surprising terms and conditions for your information:

1.1 The College allocates a fees status to students in accordance with term 7.2 below. Please note that your fees status, and the tuition fee you are charged at enrolment, are retained for the duration of your programme. These will only be amended in the circumstances detailed in that clause. Course fees may be revised annually for new entrants, but your agreed fee will not change while you remain registered on your programme.

1.2 If you withdraw from your programme or take a break from your studies, your tuition fee liability is outlined in the College's fee policy and CC Fees Table and Payment Schedule for Higher Education Programmes including fee liability for withdrawal and intermission, refunds, and compensation which can be found: [HE Policies, Procedures and Downloads](#) under Key HE Information.

1.3 The content and delivery of your programme (including mode of delivery, learning, teaching and assessment) may be varied on a temporary basis before and/or after you commence your programme, due to events outside of our control—such as a pandemic like COVID-19 or other state emergency. We will respond accordingly to the latest government or validating partner requirements and/or guidance (see terms 15.3.4 and 15.4.4 below).

1.4 All programmes will be delivered primarily face-to-face, except during periods of local or national lockdown. In such events, unless otherwise stated in Government guidance, all delivery will be online. The balance of onsite and online delivery will be informed by relevant guidance and available resources.

2. Introduction

2.1 These terms and conditions govern the relationship between you and University Centre South Essex ("the College", "we", "our" or "us") beginning when you apply for a place, accept our offer, and continuing throughout your studies.

2.2 The College strives to ensure that all published information is correct, current, and complete to help you make an informed choice. Information may be provided through the College website, prospectus, open days, offer letters, and handbooks.

2.3 You must read and understand these terms before accepting an offer. We have highlighted key clauses and linked documents online for ease of reference.

2.4 For clarification on any part of these terms, please contact the HE Team at headmissions@southessex.ac.uk or call 0345 52 12345, asking for HE Admissions.

2.5 As a student of the College, you are expected to act respectfully towards others and follow all relevant College and validating partner policies, which can be found at: <https://www.southessex.ac.uk/he/he-policies-and-procedures>. Significant breaches of these may result in disciplinary action, including withdrawal from your programme see HE Disciplinary Policy 25-26 [HE Policies, Procedures and Downloads](#) under Key HE Information.

2.6 The College is also governed by external regulations and legal obligations, including:

- Office for Students (OfS) regulations
- Equality Act 2010
- Freedom of Speech Act 2023
- Counter Terrorism and Security Act 2015
- Data Protection Act 2023
- Government and validating partner pandemic-related guidelines

These obligations are subject to change as laws and guidance evolve.

3. Related College Policies and Procedures

3.1 These Terms and Conditions form part of your agreement with the College. You must also comply with the College's policies, procedures, and regulations as published in the Higher Education section of the College website:

<https://www.southessex.ac.uk/he/he-policies-and-procedures>. This includes all Higher Education student policies under "Key HE Information" as well as all policies and regulations issued by the awarding body for your programme of study under either "Pearson", "The Open University", "University of East Anglia", or "University of the Arts London".

3.2 These include, but are not limited to:

- Your programme-specific handbook (available on the VLE during induction)

- Awarding body regulations and policies (including assessment, appeals, and recognition of prior learning)
- The College's HE Student Charter, Disciplinary, Attendance and Engagement, Academic Offences, Appeals, and Complaints policies
- Policies relating to fees, bursaries, IT use, equality and diversity, and any other regulations relevant to your programme of study.

3.3 The College may revise policies and procedures at any time during your studies to comply with legal or regulatory requirements. By continuing your registration, you agree to abide by these changes.

Where changes are proposed for reasons other than legal or regulatory requirements, such as operational improvements, curriculum development, or enhancement of the student experience the College will consult students and other relevant stakeholders where appropriate. Consultation will normally take place at least four weeks prior to implementation, and students will be given sufficient time and opportunity to provide feedback.

The College will notify students and prospective students of any material changes in a timely manner, including before enrolment or re-enrolment where possible, and will seek express agreement from current students where changes materially affect the course or experience they signed up for.

For the avoidance of doubt, the College does not apply fee increases to students once they have enrolled; any revisions to fees will apply only to new or re-enrolling students and will be communicated in advance.

4. Immigration (Applicable to students from Countries outside the European Economic Area (Non-EEA))

4.1 You must demonstrate at the point of enrolment that you hold a valid Student Visa or other immigration status that allows you to study in the UK for the full duration of your course. Failure to provide this evidence will prevent enrolment.

4.2 Visa Compliance and Sponsorship

- **4.2.1** You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the College.
- **4.2.2** We are required to withdraw sponsorship of your Student Visa if you do not comply with Home Office rules, including but not limited to:
 - a) failure to meet the minimum attendance requirements;
 - b) your enrolment has been terminated, or you withdraw or commence an interruption of studies;

- c) if you successfully complete your Course in a shorter period than originally planned;
 - d) failure to enrol or re-enrol in accordance with Clause 6;
 - e) failure to provide evidence that you have valid leave to remain in the UK.
- **4.2.3** If you choose to withdraw from your Course or if your study is terminated by the College, this will affect the validity of your sponsor visa from the College and your ability to enter and/or remain in the United Kingdom.
- **4.2.4** If your visa is revoked for any reason, the College will interrupt or terminate the Contract.
- **4.2.5** On occasion, the College will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms, you consent to us contacting the Home Office on your behalf and the UK Home Office releasing such information to us.
- **4.2.6** International Students must comply with the terms of the visa and any other UK Visas and Immigration requirements, including the number of hours you are permitted to work as per your visa.
- **4.2.7** You are not eligible for a refund of a deposit if your visa is refused due to failure to follow UKVI guidance or if you have submitted fraudulent documents.

5. Applications: The Importance of Providing True and Complete Information

5.1 In submitting an application to the College, you must take reasonable care to ensure that all the information you have given is true, complete, and accurate. If not, the College may terminate your application and withdraw any offer of study. You will have the opportunity to provide an explanation and appeal the decision in accordance with the Admissions appeal policy details can be found in the admissions policy for the relevant awarding body which can be found:

<https://www.southessex.ac.uk/he/he-policies-and-procedures>

5.2 Applications must be made as follows:

- **5.2.1** Undergraduate and HND full-time courses: through the UCSE website or via UCAS
- **5.2.2** Part-time and Open University courses: directly through the UCSE website

6. Offers, Enrolment, and Registration in Your First Academic Year

6.1 Offers and Enrolment

- **6.1.1** Offers will be made:
 - a) Through the UCAS Service (for UCAS applications)
 - b) By the HE Admissions Officer following an interview (for direct applications)
- **6.1.2** Offers will include academic and non-academic conditions. If these are not met, the College is not obliged to admit you.

6.2 To accept an offer:

- **6.2.1** Through UCAS (if applied via UCAS)
- **6.2.2** By email to: headmissions@southessex.ac.uk (if applied through the website)

6.3 Acceptance of an offer forms a legally binding contract between you and the College. This contract is based on the information provided to you at the offer stage, including course content, delivery mode, fees, and policies.

The College is committed to ensuring that all pre-contract information is accurate, accessible, and material, and any changes to this information prior to enrolment will be communicated clearly. Where material changes are proposed, the College will seek your express agreement before proceeding.

6.4 Cooling-Off and Cancellation Rights:

Upon enrolment, you have a statutory 14-day cooling-off period during which you may cancel your enrolment without penalty.

- For standard enrolments, this period begins on the first day of enrolment.
- For students who enrol after the official course start date, the cooling-off period must be used within 35 days of the official start date.

Cancellation must be communicated in writing to the College by contacting HEwithdrawals@southessex.ac.uk.

6.5 You must enrol at the session designated by the College, or (with written approval) another agreed session. If you require an alternative time, please contact HEadmissions@southessex.ac.uk.

6.6 Late offers (within the second week of the programme): enrol within 7 calendar days of offer.

6.7 If you do not enrol for the academic year stated, you will not be entitled to join later unless a written deferral is agreed by 30th September (subject to staffing, finance, and academic needs).

7. Tuition Fees

7.1 Students are required to pay the correct fee based on their programme and fee status HE Fees & Funding

7.2 Fee Status Determination:

- **7.2.1** Determined in accordance with the Education (Fees and Awards) (England) Regulations 2007 or Student Fees (Qualifying Courses and Students) Regulations 2007.
- **7.2.2** Your fee status category (e.g., Home, International) will be included in your offer. This indicates the type of fees you are eligible for, not the actual fee amount.
- **7.2.3** You accept to pay tuition fees based on the fee status category allocated to you.

7.3 If Fee Status Is Unclear:

- **7.3.1** A Fee Status Questionnaire will be issued. You must return it within one month of receipt or before the course begins, whichever is sooner.
- **7.3.2** The College will assess your fee status within two weeks of receiving your completed questionnaire.
- **7.3.3** Failure to return the questionnaire may result in classification as an overseas student, which may affect your tuition fees and eligibility for financial support.

7.4 Misrepresentation:

- **7.4.1** If your fee status was incorrectly provided due to misrepresentation, it will be corrected, and fees adjusted accordingly.

7.5 Fee Status Duration:

- **7.5.1** Fee status is normally fixed for the duration of your programme, except in cases of misrepresentation.
- **7.5.2** Tuition fees for continuing students remain the same each year. Fees for new entrants may change annually due to funding, inflation, or operational factors.
- **7.5.3** The College will notify students of any fee changes in advance. The annual fee you are charged is the published fee for the year you enrol.

8. Refunds

8.1 Refunds are provided in accordance with the College's Higher Education Fees Policy. [HE Policies, Procedures and Downloads](#) under Key HE Information.

8.2 Withdrawal within 14 days of enrolment: Full refund of tuition and program fees (excluding College membership fees, and any equipment or materials purchased and used within the first 14 days).

8.3 Withdrawal or intermission after 14 days: Refunds are calculated according to the following schedule:

- After Monday 27th October 2025 and before Friday 19th December 2025 – 25% of fees payable
- After Monday 5th January 2026 and before Thursday 2nd April 2026 – 50% of fees payable
- After Tuesday 21st April 2026 – 100% of fees payable (no refund)

8.4 International students: Refunds are not normally available after enrolment. Tuition deposits are refundable only if a student visa is rejected, less 5% of the annual tuition fee or £200 (whichever is greater) upon receipt of the original visa refusal letter.

8.5 Refunds will be issued to the party who made the payment. All requests must be submitted in writing.

9. Circumstances Preventing Registration

9.1 Definitions:

- **Registration:** The formal process by which the College records you as a student on your programme. Registration confirms your place on the programme and allows access to College systems, resources, and assessments.
- **Enrolment:** The process of completing administrative and financial requirements, including payment of tuition fees, submitting required documentation, and attending your designated enrolment session. Enrolment is a prerequisite for registration.

9.2 You may not be permitted to register if:

- **9.2.1** You do not meet the conditions of your offer.
- **9.2.2** Circumstances change making study inappropriate (e.g., fitness to study, criminal convictions).
- **9.2.3** Information emerges that you are not fit to study or practise (for professionally accredited courses).

- **9.2.4** You have not paid fees or made an approved payment arrangement.

10. Appeals

10.1 Appeals can be made in accordance with awarding organisation Admissions Appeals policies. Details can be found in the admissions policy relevant to the awarding body which can be accessed:
HE Policies, Procedures and Downloads

11. Registration in Subsequent Academic Years

11.1 Re-enrolment is permitted if:

- No tuition debts exist
- No suspensions (academic or non-academic) are in place
- Satisfactory academic progress has been made meaning you have met the requirements of your programme to date, including attendance, completion of assessments, achievement of required grades or credits, and engagement with learning activities.
- Fitness to study is not in question
- Reasonable adjustments for disabilities are respected

11.2 Definitions:

- **Intermission / Intercalation / Time Out:** These terms are used by different awarding bodies but all mean the same thing; a temporary approved break from study, usually for personal, medical, or financial reasons, during which a student remains enrolled but does not engage in active study.
- **Approved Break:** A period away from study formally authorised by UCSE (for example, intermission, intercalation, or time out), which preserves the student's enrolment and right to return.
- **Non-Approved Break:** A period of absence from study without UCSE authorisation, which may result in withdrawal from the programme and loss of student status

11.3 If re-enrolment follows an approved break, the original Terms & Conditions continue to apply. [HE Policies, Procedures and Downloads](#) under Key HE Information.

11.4 If a break from study is not approved, re-enrolment may be delayed or denied, and fees, academic progression, or programme conditions may be affected. Students must seek guidance from HE Admissions or their Programme Leader before taking an unapproved break.

11.5 Failure to re-enrol within 2 weeks without approved break may lead to termination.

11.6 You must reapply for Student Finance annually and update SLC of any changes.

11.7 You can appeal any decision to refuse re-enrolment via the College's Compliments and Complaints Procedure.

12. Criminal Convictions

12.1 You must disclose any unexpired criminal convictions at the time of application and while registered.

12.2 Policy and guidance:

- Rehabilitation of Offenders Act Guidance
- For exempt programmes (e.g., those involving children or vulnerable adults):
 - Full disclosure and satisfactory DBS check required.
 - Your offer will make this clear.

12.3 The College may withdraw an offer or terminate registration if you fail to disclose criminal convictions as required. Appeals can be made via the College's Compliments Procedure.

13. If You Decide to Withdraw Your Registration

13.1 You may withdraw at any time, but may remain liable for fees as per: HE Fees Policy 2025–26 [HE Policies, Procedures and Downloads](#) under Key HE Information.

13.2 Contact your Programme Leader or HE Student Support to fully understand your options (e.g., intermission/intercalation/timeout).

13.3 Withdrawals must be made in writing.

13.4 Withdrawal ends your entitlement to attend, be assessed, or receive an award.

14. Grounds on Which the College May Terminate Your Registration

14.1 The College may terminate your registration if:

- **14.1.1** You do not pay tuition fees when due
- **14.1.2** You are permanently expelled following:
 - a) Academic failure
 - b) Academic misconduct (e.g., plagiarism)
 - c) Breach of fitness to study
 - d) Persistent non-attendance or engagement issues
 - e) Gross misconduct

14.2 Appeals are permitted and must be based on the relevant regulations or policies. [HE Policies, Procedures and Downloads](#) under relevant awarding body.

15. Changes to Programmes and Discontinuing Programmes

15.1 The College aims to keep changes to programmes, facilities, or fees to a minimum and to communicate them to you as early as possible. Occasionally, changes may be necessary due to valid reasons such as staffing changes, regulatory updates, or academic developments.

15.2 All programme-related changes are subject to internal quality assurance processes, external regulatory requirements, and the regulations of awarding bodies.

15.3 Changes to fees will only occur in accordance with the terms of the College's Access and Participation Plan (regulated by the Office for Students), and students will be informed in advance of any such changes. Where changes may have a significant impact on your study experience, the College will consult with you and seek to offer suitable alternatives or remedies.

15.4 If we are proposing to make changes to the programme you are studying, we will normally invite your views on the proposed changes before we decide whether or not to proceed (the only exceptions may be some minor changes that are deemed by our awarding bodies not to require student consultation). After seeking your views, and considering any response together with those of other affected students, we will decide whether or not to proceed as proposed, or to proceed with a modified proposal.

15.5 We will always consult students in relation to "substantial" changes. These may vary slightly between awarding bodies, who have oversight of such changes and must also authorise them, but normally include the following:

- **15.5.1** A decision to close or discontinue a programme;
- **15.5.2** A decision to discontinue or add a core or compulsory module/unit;

- **15.5.3** A decision to make significant changes to the physical location where programmes are taught; unless these changes are temporary in nature and in response to restrictions outside of our control
- **15.5.4** A decision to make significant changes to the method by which a programme is taught or assessed, unless these changes are temporary in nature and in response to restrictions outside of our control (see term 15.7 below);
- **15.5.5** A major restructuring of a degree programme.

15.6 We might be obliged to make such changes for reasons outside our control, for example:

- **15.6.1** Where the government or regulatory body (e.g. a professional body) introduces new requirements.
- **15.6.2** Where public funding changes make the programme financially unviable. In such cases, programmes will be taught out in line with our Student Protection Plan.
- **15.6.3** Where an awarding body withdraws approval to run your programme. Refer to the student protection plan/alternative to complete degree will be found.
- **15.6.4** Where a pandemic necessitates adaptation to the delivery of teaching, learning and assessment.
- **15.6.5** Where a local or national lockdown or other Government restriction prevents face-to-face delivery. In such cases, blended learning will be replaced by online delivery for the duration of the lockdown. When restrictions ease, delivery will revert to face-to-face where feasible.

15.7 If it becomes necessary to make substantial changes, you will be informed by email (to your College email account).

15.8 The prospectus is accurate at the time of publication. Updates will be made to the online version, which applicants should consult:

<https://www.southessex.ac.uk/he/ucse-courses>

15.9 If you are an applicant and a substantial change is made (not due to external circumstances), the College will inform you and offer an alternative programme. If you withdraw your application due to the change, there will be no liability for fees.

15.10 If your studies have commenced and you do not agree to the changes, you may withdraw by informing the College in writing and following the fees policy. Withdrawal does not prevent you from pursuing other remedies (e.g., complaints, legal action).

15.11 If the College discontinues your programme, it will do what it reasonably can to allow you to complete it, including making arrangements with other institutions. You may be entitled to compensation as per the Higher Education Fee Policy. [HE Policies, Procedures and Downloads](#) under Key HE Information.

16. Risk of Loss or Damage to Coursework

16.1 You are strongly advised to keep electronic backups and hard copies of all assessed work. For non-reproducible work (e.g. artwork), keep photographic records.

16.2 The College will take reasonable steps to maintain the security and integrity of its systems, including backups of submitted work. While the College makes every effort to prevent loss or corruption, it cannot guarantee against unforeseen technical issues. Students are therefore advised to retain personal copies of all work submitted. Late, incomplete, or incorrect submissions may be subject to penalties in accordance with the College's assessment regulations.

16.3 All submitted assessed work and any accompanying materials such as assessment briefs, feedback, and marking documentation will be retained in accordance with the Office for Students' expectations, for a period of five years following the end of your course. This retention supports UCSE ability to demonstrate compliance with regulatory standards regarding effective, valid, and reliable assessment.

17. Intellectual Property

17.1 For guidance, see: <http://www.ipo.gov.uk/blogs/iptutor/>

17.2 "Intellectual Property Rights" includes patents, copyrights, trademarks, and all related rights worldwide.

17.3 If you are studying an undergraduate or sub-degree (e.g. HND), any IP created is yours, unless it's part of sponsored or collaborative work. The College retains an irrevocable right to use such IP for internal purposes unless you opt out.

17.4 "Sponsored work" refers to projects partly funded by a third party. IP rights will be agreed beforehand. In default, the rights belong to the College.

17.5 "Collaborative work" involves you working with others inside or outside the College. IP rights will be agreed in advance. In default, the rights belong to the College.

18. Limitation of Liability

18.1 This section limits the College's or its officers, employees or agent legal liability to you in certain circumstances.

18.2 Nothing in this agreement shall limit or in any way restrict any liability of the college:

- **18.2.1** Death or injury caused by negligence;
- **18.2.2** Fraud;
- **18.2.3** Defective services under the Consumer Protection Acts;
- **18.2.4** Unlawful discrimination under the Equality Act 2010;
- **18.2.5** Harassment under the Protection from Harassment Act 1997.

18.3 References to legislation include future amendments.

18.4 Subject to the above, liability is limited to the total fees paid or payable by you.

18.5 Neither party is liable for events beyond its reasonable control, such as illness, pandemics, acts of terrorism, war, or natural disasters. Industrial action by parties outside the College (e.g., public transport strikes) may also be considered beyond the College's control. Industrial action by College staff, however, is not included and may be subject to separate arrangements.

19. Complaints

19.1 The College has formal procedures for complaints by current and prospective HE students.

19.2 Complaints are handled fairly and promptly with appropriate remedies if upheld.

19.3 Prospective students should use: Higher Education Admissions Application Feedback, Appeals & Complaints Policy: [HE Policies, Procedures and Downloads](#) under Key HE Information.

19.4 Registered students can find policies for academic and non-academic complaints [HE Policies, Procedures and Downloads | South Essex College](#)

19.5 Complaints should first be resolved informally where possible, e.g., by speaking with your Programme Leader.

19.6 If unresolved, you may proceed formally. You may also complain to the Office of the Independent Adjudicator for Higher Education: OIAHE [How to complain to us - OIAHE](#)

19.7 Registered students may seek advice from HE Student Support, the Student Union, or external bodies such as the Citizens Advice Bureau or solicitors.

20. Other Terms

20.1 Each paragraph operates independently. If one is ruled unlawful, the rest remain effective.

20.2 This agreement is personal to you. You may not transfer your rights or obligations.

20.3 Any officer, employee, or agent of the College may enforce these terms.

21. Notices

21.1 Any notice given under these terms and conditions must be given by email or by post. Students must be in a position to respond to any notice within 48 hours of it being made available to them.

21.2 The College will send any notice to you either at your term-time or your home address as appropriate and/or by email, to your College email address.

21.3 Notices to the College should be sent by first class letter addressed to:

Sharon Dunphy

Deputy Executive Director, HE & Quality Performance & Standards

University Centre South Essex

Luker Road

Southend-on-Sea

SS1 1ND

or by such other means (for example, email) or to such other address as may be notified to you.

21.4 You must keep your contact details up to date on the College's student information system.

21.5 Data Protection

- **21.5.1** The College will need to process data relating to you, in accordance with the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and successor legislation. This includes essential processing that is necessary for the administration of your studies and to ensure the College can support your safety and wellbeing.
- **21.5.2** Your attention is drawn to the College's Data Privacy Statement, available at:
<https://www.southessex.ac.uk/gdpr>
- **21.5.3** The Data Privacy Statement explains the terms on which we will process your personal data, including when we might disclose certain types of personal data to third parties such as regulatory bodies like the Student Loans Company, validating partners, professional and regulatory bodies, and local authorities.

- **21.5.4** Where it is necessary for the College to process your personal data in ways not included in the Data Privacy Statement, we will inform you as required by current data protection law.
- **21.5.5** Kindly refer to the relevant Privacy Policy and the Data Retention Schedule.

21.6 Enforcement

If we fail to insist, or delay in insisting that you comply with any of your obligations under these terms (including enforcing any sums due to us), this will not mean we have waived any of our rights against you. This means that we would still retain the right to enforce the obligations concerned Limitation Act 1980, Limitation Act 1980 in spite of our delay or failure to enforce the terms. You can refer to the (legislation.gov.uk) to consider a fair term.

21.7 Jurisdiction

These terms and conditions and the relationship between you and the College shall be governed by English law, and you and we both agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

21.8 Insurance

The College holds public liability insurance and employer's liability insurance which covers the College's legal liabilities for those for which they have care, custody, and control. In normal circumstances, students on placement activity will be covered by the placement provider's insurance. Students undertaking a trip abroad as part of their programme should ensure that they obtain relevant insurance, such as travel and health insurance.

22. Your Rights and Obligations Once You Have Registered as a Student

22.1 The College Shall:

- Abide by the requirements of these terms and highlight terms which may be deemed surprising or important.
- Provide you with the tuition and learning support appropriate for your programme (including appropriate infrastructure such as IT, library, and teaching space facilities) with reasonable care and skill.
- Make every effort to deliver your programme as described in the relevant prospectus for the appropriate academic year, subject to any changes expressly agreed with you.
- Examine and/or assess you in accordance with the programme regulations applicable to your programme and agreed with awarding bodies/organisations, and confer any degree or other academic awards to which you are entitled.

- Make available formal College policies, procedures, codes of practice, guidelines, and any relevant associated documents within which your programme will be delivered.

22.2 You Shall:

- Abide by the requirements of these terms, including any other documents referred to in these terms and those that have been identified to you as surprising or important.
- Make sure all tuition fees and other expenses relating to your programme are paid in time in accordance with the College's HE Fees Policy 2025-26 [HE Policies, Procedures and Downloads](#) under Key HE information.
- Take responsibility for your own learning, make appropriate use of all the resources available (including staff, IT, library, and teaching space facilities), and comply with any policies, procedures, and guidelines that apply to the use of such resources. These policies and procedures are referred to in the Acceptable Usage Policy.
- Pursue your studies diligently (including attending any learning opportunities, such as lectures, tutorials and seminars subject to absence for medical or other agreed reasons), and not hinder the studies of others.
- Complete and submit any work to be assessed by the deadlines (subject to any revised deadlines agreed because of extenuating circumstances).
- Familiarise yourself with the academic conventions and requirements regarding plagiarism and other academic misconduct for your programme, as required by the associated awarding body/organisation:
<https://www.southessex.ac.uk/he/he-policies-and-procedures>.

23. Additional information is available in the Student Charter:

[Student Charter | South Essex College](#)

