



offer. -

2.4. Your Pre-Enrolment Contract automatically expires if and when,

8.2. Any changes to the material information about a programme or the services

practicable and will normally become effective from the start of the next academic year.

9. Cancellation of programme

9.1. If Activate Learning withdraws a programme that you have applied for or accepted an offer on because the numbers recruited to it are so low that it would not be possible to deliver an appropriate quality of education for students enrolled on it, or due to other circumstances beyond Activate Learning will **notify you at**

endeavour to offer you an alternative arrangement such as a place on a similar programme or guidance on applying to another institution and a refund of any fees you may have already paid.

10. Liability

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

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

11. Bursaries and additional funding

11.1. Activate Learning provides means tested bursaries in addition to a range of additional funds to support eligible students with their studies, which includes a

on our website. Please be aware, payments may stop, or repayment may be required if you are suspended from or withdraw from your programme of study early.

12. Withdrawing or suspending after enrolment

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

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

12.4. If you return following suspending your studies, we will deduct any fees you may have paid from your

13. Personal Data and Student Information

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

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

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

- 18.2. The four main types of IP are: (a) Copyright protects material such as literature, art, music, sound recordings, films, and broadcasts. (b) Designs protect the visual appearance of products. (c) Patents protect the technical and functional aspects of products and processes. (d) Trademarks protect signs that can distinguish the goods and services of one trader from those of another.

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

21.7. The relationship between you and Activate Learning shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Appendix

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

- Student Protection Plan
- Access and Participation Plan
- Student Transfer Arrangement Plan
- Assessment Procedures for Higher National Qualifications
- Assessment Board Procedures for Higher National Qualifications