

Terms and Conditions of Study, 2020-21 entry

1.1 This document represents the terms and conditions on which we, the Tavistock and Portman NHS Foundation Trust, provide services to you, the student, in the form of programmes of study.

1.2. You must read these terms carefully before you accept a place on a programme of study at the Tavistock and Portman NHS Foundation Trust. These terms tell you who we are, how we will provide a programme of study to you, how we amend or end this contract, information regarding payment of course fees and other important information.

1.3. Enrolment on a programme of study at the Trust constitutes a binding contract on the student to attend the course on which they are enrolled and to comply with these terms and conditions.

1.4. Please ensure you keep a copy of this contract for your records.

2. INFORMATION ABOUT US AND OUR CONTACT INFORMATION

2.1. We are the Tavistock and Portman NHS Foundation Trust (“the Trust”).

2.2. You can contact us by calling 020 8938 2294, by emailing academichub@tavi-port.nhs.uk or by post at: The Department of Education and Training, the Tavistock Clinic, 120 Belsize Lane, London NW3 5BA.

2.3. We will contact you by telephone, email or by post at the addresses you have provided to us. We may also contact you through the MyTAP system or via Moodle.

2.4. ‘In writing’ includes email, and contact made through MyTAP or Moodle. Any communication sent to you by the Trust using the email address you have provided will be regarded as properly sent and received by you.

2.5. Some of our courses have professional body accreditation. Where this is the case, the accrediting body will be identified in our online and printed publicity as well as course handbooks and specifications.

3. GLOSSARY

3.1. MyTAP: Is the Trust's online student portal. This is where you apply and carry out all administrative matters related to your course. This includes access to a finance portal for viewing your financial transactions, invoices, payments, receipts and outstanding balances. The finance portal becomes available after the first enrolment.

3.2. Moodle: Is the Trust's online platform for submission of assignments and specific course information and course forums.

3.3. Academic year: Refers to the period of the year during which a student attends a programme of study. This is usually reckoned from the beginning of the autumn term to the end of the summer term.

3.4. DET: The Department of Education and Training, within the Trust.

3.5. Course fees: These are the total tuition fees due for your course for each year of your programme of study.

4. AWARDING BODY

4.1. Courses leading to an academic award are validated by the University of Essex. On successful completion, students registered on these courses will receive a University award.

4.2. As well as enrolling with the Trust, students on these courses are also required to enrol with the University of Essex and to agree to their [terms and conditions of enrolment], which can be found at [insert website link]. Students are required to follow all University regulations, which can be found at

<https://www.essex.ac.uk/about/governance/regulations>

4.3. If you do not enrol with the University of Essex when required to do so, or if your contract with the University is terminated for any reason, this will lead to the Trust terminating its contract with you.

5. YOUR STATUTORY CANCELLATION RIGHTS

5.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your contract with the Trust for up to 14 working days from the day after you have accepted the offer of a place on a course with us.

5.2. You can do this by using the model cancellation form at the end of this document, by emailing us at academichub@tavi-port.nhs.uk, or by post to:

Student Registry

Tavistock and Portman NHS Foundation Trust

120 Belsize Lane

London

NW3 5BA

5.3. If you cancel this contract as set out above, the Trust will reimburse to you all payments received from you. The Trust will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

5.4. The Trust will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

5.5. If the course starts before the end of this cancellation period and you attend the course within the cancellation period, you agree that the Trust are supplying services to you with your agreement before the end of the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you may be liable to pay a proportion of course fees to cover the period from the commencement of the Trust's service to you to the date of cancellation.

6. CHANGES TO OR CANCELLATION OF SCHEDULED PROGRAMMES

6.1. The Trust may need to cancel scheduled programmes of study if it is considered reasonable and necessary. Circumstances in which we may cancel a programme of study would include:

6.1.1. Insufficient number of students to run the course

6.1.2. Unforeseen unavailability of key teaching staff

6.2. Decisions to cancel a course will be taken before the start of the academic year and students will be notified in advance.

6.3. Where the Trust is required to cancel a scheduled programme of study or learning activity, it will use its best endeavours to offer alternative provision.

6.4. If a student does not wish to accept this alternative provision or no suitable alternative can be provided the Trust will refund any course fees paid.

6.5. The Trust will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the prospectus for the academic year in which you begin the course. However, the Trust will be entitled to make reasonable changes to the course where that will enable the Trust to deliver a better quality of educational experience to students enrolled on the course, or where changes are required by the accrediting professional body. Such changes may be to:

6.5.1. the content and syllabus of programmes;

6.5.2. the timetable, location and number of classes;

6.5.3. the timing, content or method of delivery of programmes of study; and

6.5.4. the examination and assessment process.

6.6. In making any changes, the Trust will aim to keep the changes to the minimum necessary to achieve the required quality of experience, and will notify and consult with affected students in advance about any changes that are required. If the Trust changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, reasonable support to transfer to another provider, and will be refunded any unused course fees.

7. FORCE MAJEURE

7.1. The Trust will make every reasonable effort to deliver courses and training as described on its website and other course documentation. There may be occasions when we are unable to do so, for reasons beyond our control. Such circumstances may include, for example, industrial action at the Trust or at third parties, unavailability of key staff, lower or higher demand from students, legal, regulatory or government policy changes, severe weather, fire, terrorist attack, epidemic or pandemic, or failure of public transport.

7.2. In such circumstances, the Trust will take all reasonable steps to minimise the resulting disruption to its services and to affected students, by, for example, offering affected students the chance to move to another course or provider, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the Trust will not be liable for any breach of contract, failure or delay in performance or loss and/or damage arising from matters outside of the Trust's control.

8. WITHDRAWAL OR BREAKS IN STUDY

8.1. Students who wish to cancel and withdraw completely from their studies must discuss this with their Course Lead in the first instance and complete a form, available from Academic Registry at academicquality@Tavi-Port.nhs.uk.

8.2. The Trust will treat the date when the completed form is received by the Trust as the withdrawal date.

8.3. Any refund given will be dependent upon the date of withdrawal as outlined in section 25 (Refunds and Charges).

8.4. Students wishing to take a break from their studies (intermitting) should complete an Intermission Form located on the Trust website.

8.5. For University of Essex courses, information regarding intermission can be found on the Trust website (<https://tavistockandportman.nhs.uk/training/current-students/taking-a-break/>). Applications must be made in writing to the Course Lead, and permission must be granted prior to intermitting.

8.6. A minimum of one term and a maximum of one year of intermission may be granted in the first instance according to the relevant University of Essex regulations.

8.7. Students may not intermit during the summer term unless they have approved extenuating circumstances.

8.8. If a student fails to re-register on their course within 28 days of the end of their intermission period they will be deemed to have withdrawn permanently from their course, and will be required to reapply to re-enter the course.

8.9. Students who intermit part-way through the academic year will be charged for the terms attended and the remainder of the course fees payable will be due on return in the following academic year. Course fees will not be refunded and will be retained to cover the period of study when the student returns. Should students return and repeat one or more term, then these will be charged at the rates for the current academic year.

8.10. When a student returns after intermission they will be charged the course fees for the academic year that they are returning to and which may be higher than the course fees which the student would have paid had they studied within sequential years.

8.11. Students who intermit for a period in excess of one academic year, including students who are on a 'credit accumulation' mode of study, must either enrol or submit a new intermission form each year. Students who fail to do either will be withdrawn from their programme of study.

9. DEFERRING A PLACE

9.1. Any student wishing to defer their place should contact academicquality@Tavi-Port.nhs.uk.

9.2. Please refer to section 25 (Refunds and Charges) for information on how a deferral may affect your fee liability.

10. APPLICATION, REGISTRATION AND ACCEPTING AN OFFER APPLICATION

10.1 Application

10.1.1. Student applications are processed in line with the Trust Admissions Policy.

10.1.2. If a student provides the Trust with incorrect or fraudulent information in their application the Trust reserves the right to cancel this contract and the student's registration whenever we become aware of this. In such circumstances, the student will be liable for payment of course fees for their period of study, in accordance with section 25 (Refunds and Charges).

10.2 Registration

10.2.1. The start date for your course is the date on which you commence your programme of study. You will be notified of this by your Course Administrator. New students are also required to attend Welcome Week (Monday 14th to Friday 18th September 2020), to ensure you are fully enrolled and clinical induction has been attended before teaching commences.

10.2.2. All students are required to enrol or re-enrol on their programme of study each academic year before learning activities commence.

10.2.3. Students will be asked to present identification when attending to enrol on the course. Guidance on acceptable identification will be provided to students prior to their registering.

10.2.4. Students will be provided with a student card after enrolment. A charge may be levied for a replacement student card.

10.2.5. Upon completion of their course, a student's card will be deactivated and access to Trust resources will be removed.

10.2.6. Students who fail to complete (re)enrolment (including setting up the instalment payment of the course fees) by the due date risk being withdrawn from their course. The deadline for online enrolment may be set individually for different courses and will be communicated to applicants. However, any student who fails to enrol within 28 days of the start of the academic year may be withdrawn from the course.

10.3 Accepting an Offer

10.3.1. To accept an offer of study, students should log into the MyTAP portal and complete the offer response form which includes accepting these terms and conditions.

10.3.2. By agreeing to these terms and conditions, students are entering into a financial contract with the Trust and are accepting responsibility for paying course fees.

10.4 Late Applications

10.4.1. In some circumstances a student may be allowed to join a course after its official start date.

10.4.2. This must be approved by the Course Lead and is at the discretion of the Trust.

10.4.3. Students will be required to pay the full course fees for the year in such circumstances.

11. PROOF OF QUALIFICATIONS

11.1. The Trust will seek to verify qualifications detailed by students on their application form. These should be provided at interview.

11.2. Where a student cannot show certification of their educational achievements at interview, they must be shown to the Trust before enrolment can commence.

11.3. Failure to provide the above may result in the termination of this contract.

12. DEBTS

12.1. Students who owe course fees from the previous academic year(s) to the Trust will not be able to re-enrol until the debt is settled. A short payment plan may be agreed at the Trust's discretion in exceptional circumstances and after approval by the Dean and Finance Director.

12.2. Information regarding outstanding debts on your account can be accessed through MyTAP in the MyFinance section.

12.3. The Trust reserves the right to suspend students who are in debt to the Trust from their course and may start legal proceedings. When an account is not settled, students will no longer be able to attend their course and will be ineligible to appear for assessment in, or to obtain credit for, any courses which students they have registered for.

12.4. The Trust will take all steps to recover course fees that are due and unpaid, in accordance with section 27 (Recovery of Unpaid Fees).

13. CHANGES TO PERSONAL DETAILS

13.1. Students must notify the Trust of any change(s) in their circumstances including (but not limited to) change in permanent and contact address, change in email address or telephone number; this should be completed in the student portal in MyTAP or by contacting Student Registry.

13.2. Changes to name cannot be made without approval by Student Registry and students making such changes should contact them to make arrangements.

13.3. Certificates will only be issued in the name registered with the Trust. Please refer to the University of Essex student names policy.

14. PERSONAL DATA AND DATA SHARING

14.1. All of the personal information obtained from you and others in connection with your studies at the Trust will be held in secure conditions and will be used by the Trust during enrolment, during your course and after you leave the Trust for a variety of purposes including the administration of all academic records, student and welfare support services and the operation of the Trust's policies and procedures.

14.2. The Trust is under an obligation to provide information on student data to various external organisations, as set out below. The Trust will report student data to these organisations and such information will only be released under the terms of the Data Protection Act/GDPR. We are required to report Higher Education Statistics Agency (HESA) data via our University partners to the Office for Students. This is a statutory requirement for all educational establishments offering validated and accredited courses. Data shared with University collaborative partners is required to enable registration on their respective systems, issue a University e-mail address, support registration for doctoral theses, support applications for Post Graduate Loans, where eligible, and to generate award certificates on completion of validated courses. The Office of the Independent Adjudicator (OIA) would receive specific information in the case of complaints.

14.3. For students on NHS-funded or employer-sponsored programmes or learning activities, the Trust, where required, will provide information on attendance, progression and performance to Health Education England (HEE), and/or professional or regulatory bodies as appropriate. This information will also be provided to other sponsors on request.

14.4. For students completing a course of study that is accredited by an external body such as the British Psychoanalytic Council (BPC), Association of Family Therapists (AFT) Association of Child Psychotherapists (ACP), Health and Care Professions Council (HCPC) or any other accrediting body specific to the course of study, the name and contact details of the qualifying students will be shared with these organisations to enable the accreditation to be made by those external accrediting bodies. Where concerns are raised or proven regarding issues around patient safety or professional suitability, we may

share information with placement providers, employers or professional bodies in accordance with published Trust procedures.

14.5. If a student is eligible to apply for an Oyster Card or Rail Card, the Trust is required to share relevant data regarding a student's enrolment status and to update Transport for London (TfL) when a student is no longer enrolled on a course of study or is intermitting.

14.6. In order to generate student ID cards, the Trust is required to share data regarding student ID number, name, course of study and course finish dates with the external organisation generating the student cards.

14.7. The Trust may record lectures and other teaching events, so that recordings can be made available to students for teaching purposes. The recordings may include comments made by students.

14.8. The Trust may contact alumni, once they have completed their studies, in order to share information which may be of interest, or for philanthropic support. Alumni will be given information on how to opt in or out of future communications.

15. STUDENT ABSENCE

15.1. All absences should be reported by the student to their Course Administrator and Course Lead as soon as the student is able to do so.

15.2. Prolonged absence due to ill health must be supported with a doctor's medical certificate and notified to the student's Course Administrator as soon as reasonably possible.

15.3. Being absent from a course for a prolonged period may result in a student being prevented from submitting assessments and/or withdrawal by the Exam Board.

15.4. Students should discuss any concerns regarding attendance with their Course Tutor and Course Administrator as soon as they are able to do so.

15.5. Additional provisions about absence apply to students on Tier 4 visas, as set out in section 16 (Non EEA Students with Tier 4 Student Visas).

16. COMPLAINTS

16.1. All students are entitled to make a complaint if they are dissatisfied with their course or any areas related to it.

16.2. Complaints will be managed in line with the Student Complaints Procedure which can be accessed here <https://tavistockandportman.nhs.uk/training/current-students/student-support/complaints/>

16.3. Formal complaints should be made using the online DET Student complaints form which can be accessed here <https://quality.tavistockandportman.nhs.uk/ComplaintDETFForm.aspx>

17. NON EEA STUDENTS AND TIER 4 STUDENT VISAS

17.1. All students attending a course who are not UK, EU or EEA nationals are required to have an appropriate visa before they commence a programme of study.

17.2. It is a student's responsibility to demonstrate to the Trust that they have the right to study in the UK. The Trust's judgment on a student's immigration status is final.

17.3. A student's registration will be terminated by the Trust if they are unable to provide evidence of valid leave which permits study in the UK.

17.4. If a student submits an application for a new visa or leave, or if their immigration status changes during their registration, they are required to inform the Trust by email at [insert address] and provide evidence within 10 working days.

17.5. International students must be in possession of a valid passport for the duration of their studies. The Trust will retain a copy of a student's passport and visa. If a student renews or replaces their passport, they should provide a copy for the Trust within 10 working days.

17.6. Students must make sure they continue to comply with the terms and conditions in their visa throughout the period of their course. If a student's visa is revoked for any reason, the Trust reserves the right to terminate this contract.

17.7. The Trust is obliged under the terms of its sponsorship license with the UK Visas and Immigration (UKVI) to monitor enrolment and attendance of students with Tier 4 visas and to report changes to UKVI

related to student registration e.g. change of name, address, contact details, intermission and withdrawal from studies.

17.8. Students must inform the Trust immediately of any absences or changes of contact details. Students on Tier 4 visas may have less opportunity to intermit and to still be able to successfully complete their studies within the timeframe allowable for visas. Students must inform the Trust of their exit date when leaving the UK at the completion of their studies with the Trust.

17.9 Failure to comply with monitoring requests may result in the termination of this contract, and the UKVI being informed.

18. TRUST POLICIES AND PROCEDURES

18.1. Students on all courses are required to comply with all Trust policies and procedures which can be found on the Trust website (<https://tavistockandportman.nhs.uk/training/current-students/student-regulations/>).

18.2. Key provisions of the policies and procedures of which students should be aware include:

18.2.1. the Trust's expectations as regards attendance, academic diligence and the requirements of your course, as set out in the Trust's policies. Failure to meet these expectations may mean that you are not permitted to progress on your course or that you are not entitled to receive your award.

18.2.2. the Trust's rules regarding academic misconduct, including plagiarism and the processes used to detect plagiarism, as set out in the [insert name of policy]. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.

18.2.3. The Trust's requirements regarding research conduct. As a sponsor of student research, the Trust requires all students to adhere to the parameters of their research, as agreed by the Trust's Research Ethics Committee. Failure to do this may result in the indemnity of the research being jeopardised.

18.2.4. the Trust's expectations of student behaviour, as set out in the [student disciplinary policy]. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from your course.

18.2.5. the Trust's [professional suitability policy], which describes the steps the Trust may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.

18.3. The Trust reserves the right to add to, delete or make reasonable changes to the policies and procedures and/or these terms and conditions where in its opinion this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

18.3.1. to review and update the policies and procedures and/or terms and conditions to ensure they are fit for purpose;

18.3.2. 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;

18.3.3. to incorporate sector guidance or best practice;

18.3.4. to incorporate feedback from students; and/or

18.3.5. to aid clarity or consistency of approach.

18.4. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the Trust reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The Trust will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to policies and procedures before they take effect, or by phasing in the changes, if appropriate.

18.5. The updated policies and procedures will be made available on the Trust's website and may be publicised by other means so that students are made aware of any changes.

18.6. Students may gain access to confidential information during their programme of study including, in particular, information relating to the diagnosis and treatment of patients. The Trust's policy on the confidentiality of patient information is a cornerstone of professional practice. Staff, trainees and students are required to comply strictly with this policy and failure to do so may result in action under the Trust's student disciplinary policy and/or the professional suitability policy. The maintenance of confidentiality is also a requirement of course work discussion groups, seminars, student presentations and all learning activities. This includes work submitted for formal assessment which must ensure that references to individuals and institutions are fully anonymised.

18.7. Students may not make recordings of any Trust lecture, seminar or other teaching event, except where expressly agreed in advance with the course team and other students. If intending to make a recording, a student should check first with the presenter and must not distribute the recording to others. Students should read the Student Disability Policy and Procedure for more information on making recordings during teaching.

18.8. All Trust IT systems and services as well as the online learning platforms must be used appropriately at all times. Information created, distributed, or stored on Trust premises and cloud services is Trust property and should be used for authorised purposes only. Student use of the Trust IT and online systems will be monitored and all students are expected to adhere to Trust policy. All students are required to use only suitably encrypted media or their private file space in Moodle to store confidential course material.

18.9. The Trust is fully committed to equal opportunities in its practice and teaching. The Trust aims to promote a productive and harmonious learning environment where students are valued, everybody is treated with respect and dignity and in which no form of intimidation or harassment will be tolerated.

18.10. The Trust operates a strict no-smoking policy in Trust buildings and grounds.

18.11. The Trust has an obligation under the Health and Safety at Work Act 1974 to provide a safe and healthy workplace for staff and students. Students are expected to co-operate with the Trust in discharging its duties and responsibilities under the Act. Students are under an obligation to take reasonable care for their own health and safety and for taking good care of all of their personal possessions whilst on Trust premises.

19. PROFESSIONAL STATUS AND CLINICAL PROGRAMMES

19.1. Where a student's study is likely to bring them into contact with children or vulnerable adults, or where required by a professional body, the Trust will require a student to undertake a criminal records check with the Disclosure and Barring Service (DBS), before being allowed to continue with the relevant elements of the programme.

19.2. Following registration with the Trust, if a student's circumstances change in ways which are relevant to DBS status, the student must inform their programme team immediately. Students may be required to repeat DBS checks during the period of their registration on a programme, or when returning to studies following an intermission.

19.3. If a student is unable to continue with their studies because of their DBS status, they will be liable for course fees in accordance with section 25 (Refunds and Charges).

20. STUDENTS WITH DISABILITIES

20.1. The Trust is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. All offers are conditional upon the Trust being able to implement the specific adjustments reasonably needed for you to complete your course. The Trust is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the Trust.

20.2. Students [on certain regulated, vocational courses] are required to notify any disability which may impact on their ability to complete the course and be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment.

21. DIRECT OR SUPERVISED CLINICAL PRACTICE

21.1. Certain programmes of study require students to be in some form of direct or supervised clinical practice.

21.2. Students on clinical courses that will be seeing any patient of the Trust are required to complete a Governance Passport and receive a Letter of Completion before they see any patient of the Trust.

21.3. Students will be required to undertake appropriate and relevant statutory and mandatory training before patient contact may commence. Students should not undertake any clinical practice until they receive formal notification that they are compliant with the Trust's requirements. Any clinical practice in a Tavistock and Portman service will be fully indemnified through the Trust's insurance arrangements provided by the NHS Litigation Authority.

21.4. Students will be contacted regarding training requirements before the beginning of their programme of study.

22. COURSE FEES AND OTHER COSTS

22.1. The course fees for the first year of your course will be as set out in the 'Fees and Funding' section on the Trust's website. The Trust will review and set course fees each academic year and reserves the right to make amendments to them.

22.2. For students first registering in the 2020/21 academic year, course fees are subject to an annual uplift of 3% or Consumer Price Inflation as at 1 September 2019, whichever is the greater.

22.3. Some courses will incur additional costs including, but not limited to:

22.3.1. Personal Therapy

22.3.2. Travel to and from Clinical Placements, and/or any observation

22.3.3. Travel to and from Personal Therapy

22.3.4. Course materials

22.3.5. Attendance at the Group Relations Conference if it is not covered by the course fee

22.4. These additional costs are outlined in the 'Fees and Funding' section on the Trust's website. Some costs, for example fees for personal therapy, are not fixed and will depend on the provider used and the frequency and duration of engagement. The Trust will endeavour to provide an indication of typical cost but will be unable to specify exactly what the actual cost will be.

22.5. Students should be aware of these costs before they commence a programme of study and are expected to ensure that they have the financial resources necessary to meet the cost of course fees, any additional costs and maintenance for the full duration of their programme of study.

22.6. Courses with supervision costs will have a maximum number of supervisions covered by the course fee, at set out in fees and funding section on the Trust website. Additional charges apply if the number of supervisions covered is exceeded. The Trust will accept no responsibility for meeting these costs.

23. SELF FUNDED STUDENTS

23.1. Where the course fees are over £650 per year, students are able to either pay the annual fee in full upon accepting an offer, or to pay in three equal instalments. The options available will be shown, where relevant, within the student portal on MyTAP as part of the (re-) enrolment process. Instalments for the course fee can be set up at this stage.

23.2. Students who are studying on a Tier 4 Visa are required to pay each year's course fees in full prior to the start of each academic year.

23.3. Full fees or the first instalment of a payment plan are due for payment on or before 14th September 2020. The first payment will be taken immediately at the point at which the payment plan is set up. After the first instalment is paid, subsequent instalments will be collected on the 15th December 2020 and 15th March 2021. Your card details will be stored to take the future instalments for the year. Payments are made via a secure payment provider portal Realex.

23.4. Should students wish to withdraw from their course, any refund will only be made in accordance with section 25 (Refunds and Charges).

23.5. Where the course fees are less than £650 per year, the full fee is due at the time of accepting an offer.

24. SPONSORED STUDENTS

24.1. If a student is partly or fully sponsored by their employer or another organisation, they must provide the details of who will be paying their fees on the (pre-) enrolment page in MyTAP and the amount (% of fee or value) of sponsorship. An agreement of funding letter or purchase order number is required to be uploaded to the MyTAP portal in pre-enrolment.

24.2. An invoice will be sent directly to the sponsoring organisation and payment is due in full.

24.3. Sponsoring organisations are not able to make payments in instalments.

24.4. If a sponsor fails to settle the invoice, the student will be liable for all outstanding fees.

24.5. Once the sponsor fee has been set up, any subsequent changes to the organisation of fee payments will need to be made directly between the student and sponsor themselves.

25. STUDENT FEE STATUS

25.1. The fee paid by a student will depend on whether a student is regarded as a Home, EU or overseas student. For the Home/EU fee to apply, the student must tell the Trust about their residency, nationality and immigration status in their application, and the Trust will request to see original documents as proof.

25.2. To be eligible to pay fees at the Home/EU rate, you must normally be a national of the UK or an EU country, or the relevant family member of a UK or EU national, and have been ordinarily resident within the UK, European Economic Area (EEA), Switzerland or EU Overseas Territories for the 3 year period before the first day of the first academic year of your programme.

25.3. If a student's fees are paid in full by a UK public sector employer, the Trust will charge the Home/EU student rate.

25.4. Further details on fee status can be found at <https://www.ukcisa.org.uk/>

26. REFUNDS AND CHARGES

26.1. If a student chooses to withdraw from their course or defer their place to a following year, the amount of course fees payable will depend on the date of withdrawal or deferral as shown below:

Withdrawal or deferral on or before 21st August 2020 No charge

Withdrawal or deferral between 22nd August 2020 and 18th September 2020

10% of the full course fee payable

Withdrawal between 19th September 2020 and 31st October 2020

1/3rd of the full course fee payable

Withdrawal from 1st November 2020

Full course fee payable

26.2. The above provisions also apply where a student's registration is terminated by the Trust following a failure to (re-)enrol; because the student's enrolment with the University of Essex has been terminated; following a disciplinary or professional suitability process; because the student has provided incorrect or fraudulent information in their application; or where a student is unable to continue with their course due to their DBS status or changes in their immigration status.

27. REFUND METHODS

27.1. Payment by card: Refunds will be made to the same account from which the original payment was made.

27.2. Payment by credit card: Refunds will be made to the credit card from which the original payment was made.

27.3. Payment by standing order BACS or cheque: Refunds will be made by BACS only.

28. RECOVERY OF UNPAID FEES

28.1. The Trust will take all steps to recover course fees that are due and unpaid. We may:

28.1.1. record debtors on Trust databases and on your MyTAP portal

28.1.2. send regular debt chasing emails to the student and sponsors

28.1.3. pass details and information regarding debts to a debt collection agency

28.1.4. withhold the issue of award certificates

28.1.5. refuse attendance at a degree ceremony

28.1.6. prevent re-enrolment with the Trust until the debt is settled or an approved payment plan is set up

29. INTELLECTUAL PROPERTY

29.1. The ownership of Intellectual Property created during a student's studies at the Trust will rest with the student.

30. COPYRIGHT

30.1. Students are required to use photocopying and other reproduction facilities within the law, including any copyright restrictions on learning materials.

31. BINDING CONTRACT

31.1. This contract is subject to English law, and the exclusive jurisdiction of the English courts. Any wording in any provision of the contract shall be severable and may be removed by the courts in the event that it is unfair or unreasonable or otherwise is not permitted under English law, but the remaining wording and provisions shall remain in place in the contract.

31.2. The Trust's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.