

Terms and conditions for acceptance of an offer made by BPP University Limited

The Terms apply to the sale of any Programme. Please read the Terms carefully before accepting a place on a Programme and print off a copy for your records. It is your responsibility to keep a copy of the Terms in case you wish to refer to them at a later date. BPP will not file or otherwise keep a copy of the agreement concluded between you and BPP and a copy of the concluded agreement will not be available from BPP at a future time and date. By either (i) clicking on the 'Pay Now' button on the BPP micro site, or (ii) signing and returning a copy of your acceptance form, you are confirming your agreement to be bound by the Terms.

The Terms apply to BPP University Limited programmes, excluding the full-time ACCA programme and BPP University Limited's summer school programmes.

If there is any conflict between these terms and conditions, the Website Terms of Use and the documents to which the Terms refer to, these terms and conditions shall prevail. Your contract is with BPP University Limited, BPP House, Aldine Place, 142-144 Uxbridge Road, London W12 8AA, registered in England and Wales under company number 02609100, VAT registration number GB 115 1024 75, telephone number +44 (0)20 8740 2222.

All of the terms and conditions below are relevant to your studies at BPP. However, we have pulled out below some specific terms and conditions of particular importance for your information:

1. In the event that you withdraw from your Programme or take a break from your studies your liability for Programme Fees is outlined in clauses **5** and **6** below.
2. Students who require a visa to study and/or remain in the UK are particularly reminded of the importance of complying with the terms of their visa. There are specific terms and conditions below that refer to your obligations to BPP. These are detailed in clauses **2.2** and **8** below.
3. In the unlikely event that BPP cancels, discontinues or makes significant changes to your Programme your position is outlined in clause **7** below.
4. The limitations on BPP's liability are outlined in clause **11** below.
5. BPP reserves the right to change the amount of Programme Fees on an annual basis. The increase will be in line with inflation.

You are encouraged to take the time to read and review the Terms before you accept an offer from BPP.

If there are any aspects of the Terms that you do not understand we encourage you to contact BPP for clarification at the contact details provided in clause **17** below.

1. Definitions

- **"Academic Period"** means: (i) where the Programme lasts 12 months or more, the 12-month period beginning on the start date of your Programme and for subsequent academic periods, the anniversary thereof (also referred to as an "Academic Year"), or (ii) where the Programme lasts less than 12 months, the total period beginning on the start date of your Programme and ending on the completion date of your Programme;
- **"Additional Charges"** means any amounts payable which are not Programme Fees and may include, but are not limited to, payment for the delivery of Programme Materials, any re-sit fees which BPP may charge from time to time, any administration charge for switching location of a Programme which may be payable in addition to an increase in Programme Fees, amounts payable to a professional body for student/delegate registration, exemptions, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;
- **"BACS"** means the BACS payment scheme for the clearance and settlement of automated payments in the UK;
- **"BPP"** means BPP University Limited, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA;
- **"BPP Group"** means any company which is, from time to time, a subsidiary undertaking or parent undertaking of BPP, or subsidiary undertaking of that parent undertaking (as defined in s.1162 and schedule 7 of the Companies Act 2006);
- **"Brexit"** means the UK's withdrawal from the European Union;
- **"Confirmation E-mail"** means the e-mail which is sent to you confirming your place on the Programme following compliance by you with clauses **2.1** and **2.2**, as applicable;
- **"Deposit"** means the sum payable by you, if applicable, as detailed on the fees tab of the individual Programme page, in order to secure your place on the Programme;
- **"Enrolment"** means when BPP records an applicant's formal communication of acceptance of an offer of admission and acceptance of the Terms and any other conditions attached to the offer;
- **"Induction"** means your first day as a student on Programme at BPP. This will be (as applicable) the day you attend: (i) a specific induction period where you are introduced to BPP's premises/facilities; or (ii) where you do not have an induction period as specified in (i), your first day of teaching (including any online teaching). Your Induction may coincide with Registration.
- **"International Student"** means a person who is a non-European Economic Area National, subject to any changes implemented as a result of Brexit (please see clause 8 for more information), who has limited leave to remain in the United Kingdom;
- **"GARS"** means the **General Academic Regulations** of BPP as amended from time to time;
- **"MoPPs"** means the **Manual of Policies and Procedures** of BPP as amended from time to time;

- **“Offer”** means a conditional or unconditional offer by BPP for a place for you to study on the Programme;
- **“Offer Email”** means the email that is sent to you that sets out the Offer and details of the Programme you have applied for;
- **“Online Study Materials”** means, but is not limited to, e-books, online tests, online tutorials and online downloads;
- **“Outbound Delivery Costs”** means the postal charge incurred by you for the delivery of any Programme Materials to you;
- **“Programme”** means the programme of study to be delivered by BPP as set out in the Offer Email;
- **“Programme Fees”** means the fees payable for the Programme which can be viewed on the fees tab of the individual programme pages and shall include any VAT payable but excludes any Additional Charges;
- **“Programme Materials”** means, but is not limited to, distance learning materials, revision/assessment/toolkits, MCQ cards, passcards, question banks, review or practice exercises, mock exams (papers and suggested solutions), course companions, revision companions, combined companions, Online Study Materials and study texts;
- **“Prospectus”** means any online or hard copy document that is produced by BPP to provide detailed information with respect to the Programmes these terms and conditions cover;
- **“Registration”** means the point at which BPP records your acceptance and undertakings to abide by the regulations, rules and terms of registration with BPP. This will be after Enrolment and payment of any Programme Fees. You must re-register for your Programme at the start of each Academic Period in accordance with the term start dates for your Programme which can be viewed on the individual programme pages.
- **“Sponsor”** means the third party organisation (including your employer) or individual who has undertaken to pay your Programme Fees;
- **“Terms”** means these terms and conditions, the Website Terms of Use (if you confirm your acceptance of a place on the Programme over the Internet) and any documents to which they refer to;
- **“UK”** means the United Kingdom;
- **“VAT”** means Value Added Tax or any applicable replacement and/or equivalent tax which applies to the Programme Fee or Additional Charges;
- **“Website”** means www.bpp.com and/or any website operated by BPP;
- **“Website Terms of Use”** means the terms of use available at bpp.com/terms-and-conditions/website-terms (as updated or amended from time to time); and
- **“Working Days”** means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

2. Confirmation Procedure

- 2.1. Subject to clause **2.2**, in order to confirm your acceptance of the Offer you must, by the date stated in the Offer Email:
 - 2.1.1. either (i) click on the ‘Pay Now’ button on the BPP micro site, or (ii) sign and return an acceptance form, if you have requested a hard copy;
 - 2.1.2. pay in cleared funds to BPP the Deposit (if a Deposit is payable); and
 - 2.1.3. send a copy of your passport to BPP Admissions, BPP University Limited, Aldine House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA.
- 2.2. If you are an International Student, in addition to your obligations set out in clause **2.1** and clause **8**, your Offer is conditional on:
 - 2.2.1. A scanned copy of all your academic qualifications, passport and visa/Biometrics Residence Permit, if applicable, being sent to internationaladmissions@bpp.com; and
 - 2.2.2. BPP’s International Office verifying your academic qualifications and seeing a copy of your passport.
- 2.3. The Offer lapses if you do not comply with all the obligations set out in clause **2.1** and **2.2** where applicable, by the date stated in your Offer Email.
- 2.4. Your place on the Programme is not confirmed unless and until you have received a Confirmation E-mail.
- 2.5. Notwithstanding clause **2.4**, your place on the Programme is subject to you satisfying the conditions set out in clause **9.1.1**.

3. Deposit Payment Terms (if applicable)

- 3.1. If a Deposit is payable, the Deposit can be paid using a credit or debit card online, by the methods set out in your Offer Email, or over the telephone by contacting Admissions on +44 (0)330 060 3100.
- 3.2. Subject to clause **2.3**, if you choose not to pay your Deposit by either credit or debit card, you have 7 Working Days to pay BPP by either cheque or BACS in cleared funds from the date when you either (i) click ‘Pay Now’ on the BPP micro site or, (ii) sign and return a copy of your acceptance form.
- 3.3. The Deposit is non-refundable in all circumstances in order to cover administrative costs incurred by BPP, except if you cancel your purchase of a Programme in accordance with clause **5.1** or in accordance with clauses **4.5** or **7.6**.
- 3.4. The Deposit will be offset against the Programme Fees payable for the Programme you have applied for provided you take up your place on the Programme. If you are permitted to defer the start date of your Programme or transfer to a different BPP programme in accordance with clause **6**, your Deposit can only be carried over once, for up to one year and at this point, your Deposit is immediately non-refundable in order to cover administrative costs incurred by BPP.

4. Programme Fees Payment Terms

- 4.1. For each Academic Period, the Programme Fees for the Programme can be viewed on the fees tab on the individual **programme pages** or in the Prospectus. Programme Fees are quoted in pounds sterling and are inclusive of VAT but exclusive of Additional Charges.
- 4.2. By accepting your Offer and complying with the obligations set out in clause **2.1** and **2.2** (if applicable), for each Academic Period, you agree to pay the Programme Fees by the due date as set out in the fees tab on the individual **programme pages** for the duration of the Programme.
- 4.3. The provision of the Programme is contingent upon BPP having received cleared funds from you or your Sponsor (if you are a sponsored student) in respect of the Programme Fees for the Programme. Without prejudice to BPP's rights and remedies under these terms and conditions, the MoPPs and the GARs, if any sum payable in respect of the Programme Fees is not paid in cleared funds on or before the due date (being the date set out on the Website which can be viewed on the fees tab on the individual **programme pages** for your Programme and/or as notified to you by an invoice sent by BPP), BPP (acting through any of its staff) reserves the right, forthwith and at BPP's sole discretion, to suspend the provision to you and refuse you entry to the Programme, and refuse the grant of any award in respect of the Programme. For payments by cheque, cleared funds means 5 days after receipt of the cheque by BPP.
- 4.4. In the event a cheque is returned or a credit or debit card transaction declined by your bank, funds will not be deemed to have cleared. BPP shall not be liable for any bank charges that may apply.
- 4.5. BPP reserves the right from time to time (and specifically each Academic Period) to change the amount of the Programme Fees in line with inflation (RPI) BPP shall notify you of any increases in the Programme Fees, as soon as practicably possible.
- 4.5. In the unlikely event that due to a technical error, the amount of the Programme Fees displayed on the Website or in the Prospectus is incorrect, BPP will notify you as soon as it reasonably can. If the correct amount of the Programme Fees is higher than displayed on the Website and/or in the Prospectus, then you will be given the opportunity to cancel your place and receive a full refund at the time you are notified of the higher Programme Fees. If the Programme Fees are lower than displayed on the Website and/or in the Prospectus, then you will be refunded the difference between the lower Programme Fees and the amount which you have paid. Any refund will be made in accordance with clause **5.5**.
- 4.6. If you are a sponsored student and your Sponsor fails to pay the Programme Fees, you will be liable to pay the Programme Fees.
- 4.7. The Programme Fee excludes any Additional Charges which shall be payable by you on and when they are due. Where, in addition to Programme Fees, BPP is required to collect applicable examination fees on behalf of a relevant professional body, these will be collected from you and paid by BPP on your behalf to that professional body.

- 4.8. If you are a student on a two year accelerated degree Programme, the Programme Fees are based upon you completing your studies within two Academic Years of your Programme start date. If you delay, defer or fail any of your assessments and BPP decides in its absolute discretion that you cannot continue to progress on an accelerated basis, you will be given the option to cancel your place on the Programme or transfer to the equivalent non-accelerated Programme. BPP's regulations relating to Programme progression are set out in the MoPPs and GARS and clause **6** will apply. If you decide to transfer to the equivalent non-accelerated Programme additional Programme Fees will be payable and you will be informed of any additional fees you are required to pay.

5. Your Cancellation Rights

- 5.1. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Consumer Contracts Regulations") you may cancel your purchase of a Programme within a period of 14 calendar days ("Cancellation Period") from the date of your Confirmation E-mail subject to clauses **5.6** and **5.7**.
- 5.2. You must inform BPP of your decision to cancel by using one of the following methods within the Cancellation Period:
 - 5.2.1. Calling BPP University on 03300 603100 for domestic admissions and +44 (0)20 7430 7065 for international admissions and providing the information set out in the form at the end of these terms and conditions so that BPP can quickly identify you and the Programme place which you wish to cancel; or
 - 5.2.2. Emailing **Universitycancellations@bpp.com**.
- 5.3. If you cancel your purchase within the Cancellation Period, you will be liable to return any goods (including Programme Materials) you may have received from BPP without undue delay and not later than 14 calendar days after you inform BPP of the cancellation. You will be liable for the cost of returning any goods to BPP unless BPP have agreed in writing otherwise and BPP reserves the right to withhold payment of part or all of your Programme Fees until all goods have been returned.
- 5.4. On valid cancellation in accordance with the Terms, you will be entitled to a full refund of the Programme Fees and any Outbound Delivery Cost of Programme material subject to the following limitations:
 - 5.4.1. In relation to Outbound Delivery Costs of Programme Materials, the refund amount will be capped at the cost of a standard postal method fee; and
 - 5.4.2. If the value of the goods has been diminished by your handling, BPP may recover the amount of this diminished value by deducting this amount from your refund.

- 5.5. Refunds will be made using the same method of payment as you used for the purchase (including to the same originating bank account) and will be paid within 14 calendar days of you informing BPP of the cancellation. The period for refund will increase to 30 calendar days if BPP is unable to credit a UK bank account. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice has not yet been paid, then such invoice will be cancelled. If you have chosen to invoice your Sponsor and at the time of cancellation the relevant invoice has already been paid by your Sponsor, the Programme Fees will be credited to your Sponsor's bank account within 14 calendar days of cancellation (provided a UK bank account can be credited).
- 5.6. Your right to cancel and obtain any refund will be lost if you have given BPP express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.
- 5.7. If the contract is for the supply of Programme Materials which are in a digital content (including Online Study Materials), your right to cancel and obtain any refund will be lost if you have given BPP express consent to supply the digital content to you during the Cancellation Period or if you access the digital content before the expiry of the Cancellation Period.
- 5.8. For further details of your rights under the Consumer Contracts Regulations you can visit your local Citizens' Advice Bureau or visit the Competition and Markets Authority website.

6. BPP's Refund, Deferral and Transfer Policy

- 6.1. In addition to your rights under clause 5, BPP also offers the following refund, deferral and transfer policy on its Programmes (where there is no legal right to a refund under the Consumer Contracts Regulations or otherwise).
- 6.2. The following refund, deferral and transfer policy is applicable to all Programmes up to the date that is 4 weeks prior to Induction in each Academic Period of your Programme. You must register for your Programme at the start of each Academic Period in accordance with the term start dates for your Programme which can be viewed on the individual **programme pages**.
- 6.2.1. You may cancel your place on a Programme at any time up to the date that is 4 weeks prior to Induction for the relevant Academic Period. You will receive a full refund of any Programme Fees which you have paid for that Academic Period in accordance with clause **5.5**, less your Deposit (if applicable) which is non-refundable subject to clause **5.1**. You will not be liable to pay the outstanding Programme Fees for that Academic Period or subsequent Academic Years (if applicable). If you have been provided with any Online Study Materials prior to your cancellation, your access to such Online Study Materials will be withdrawn upon cancellation. You are required to delete or destroy any Online Study Materials downloaded, printed or otherwise provided to you;

- 6.2.2. You may defer the start date of your Programme at any time up to the date that is 4 weeks prior to Induction in your Academic Period (but where your Programme lasts more than 12 months, this is limited to your first Academic Year), subject to availability on your deferred programme ("Deferred Programme"). If there is a change to the Programme Fees between the date of your Enrolment on the Programme and the Induction date of your Deferred Programme, BPP will contact you and provide you with an option of continuing on the Deferred Programme or withdrawing. If you elect to continue on the Deferred Programme, you will enter into a new contract with BPP and will be liable to pay the new Deferred Programme Fees. Your Deposit (if applicable) and any Programme Fees which you have paid in relation to the original Programme will be applied to the Deferred Programme Fees. If you elect to withdraw from the Deferred Programme clauses **5** and **6.1** shall apply. Deferrals are not permitted after the date that is 4 weeks prior to Induction in your first Academic Period (but where your Programme lasts more than 12 months, this is limited to your first Academic Year). If you have been provided with any Online Study Materials prior to your deferral, your access to such Online Study Materials will be withdrawn until you Register for the Deferred Programme;
- 6.2.3. You may transfer to a different BPP Programme at any time up to the date that is 4 weeks prior to Induction for the relevant Academic Period, subject to: (i) availability on your chosen new programme ("New Programme"); (ii) meeting the requirements of your New Programme in accordance with the Terms; and (iii) upon payment by you of any difference in the Programme Fees payable for the two Programmes. Your Deposit (if applicable) and any Programme Fees which you have paid in relation to your original Programme for that Academic Year will be transferred to your New Programme. You will not be liable to pay the outstanding Programme Fees for your original Programme for that Academic Period or subsequent Academic Years (if applicable) but upon conclusion of a new contract between you and BPP in relation to your New Programme you will be liable to pay the Programme Fees (and any Additional Charges) in relation to your New Programme which may be higher. If you have been provided with any Online Study Materials prior to your transfer, your access to such Online Study Materials will be withdrawn if the Online Study Material is not applicable to the New Programme. You will also be required to delete or destroy any materials downloaded or printed.
- 6.2.4. You may only defer or transfer your Programme once and your Deferred Programme or New Programme start date must be within one year of the date of your request to defer or transfer.

6.3. Subject to clause **6.3.2**, the following refund and transfer policy is applicable to all Programmes after the date that is 4 weeks prior to Induction for the relevant Academic Year of your Programme but before the date which is 10 weeks following Induction in that Academic Period:

6.3.1. You may cancel your place on a Programme at any time after the date that is 4 weeks prior to Induction for the relevant Academic Period but before the date which is 10 weeks following Induction in that Academic Period. You will be liable to pay 50% of the Programme Fees (60% of the Programme Fees for International Students) for that Academic Period (including your Deposit, if applicable, if this is the first Academic Year of your Programme). Any Programme Fees which you have paid in excess of 50% of the Programme Fees (60% of the Programme Fees for International Students) for that Academic Period will be refunded to you in accordance with clause 5.5. You will not be liable to pay the remaining 50% of the Programme Fees (40% of the Programme Fees for International Students) for that Academic Period or the Programme Fees for subsequent Academic Years (if applicable). If you have been provided with any Online Study Materials prior to your cancellation, your access to such Online Study Materials will be withdrawn upon cancellation. You are required to delete or destroy any Online Study Materials downloaded or printed;

6.3.2. If the duration of your Programme is 20 weeks or less, you may cancel your place on the Programme at any time after the date that is 4 weeks prior to Induction but before the date of Induction for the relevant Academic Period. Once the date of Induction has passed you will no longer have the right to cancel other than under clause **5.1** and/or clause **6.2.1** and you will be liable for 100% of the Programme Fees. If you have been provided with any Online Study Materials prior to your cancellation, your access to such Online Study Materials will be withdrawn upon cancellation. You are required to delete or destroy any Online Study Materials downloaded or printed;

6.3.3. If your Programme duration is in excess of 20 weeks, you may transfer to a different BPP Programme at an appropriate point after the date that is 4 weeks prior to Induction for the relevant Academic Period but before the date which is 10 weeks following Induction in that Academic Period. Transfers are subject to: (i) availability on your chosen New Programme; (ii) meeting the requirements of your New Programme in accordance with the Terms; and (iii) upon payment by you of any difference in the Programme Fees payable for the two Programmes taking into account any additional modules you may need to complete in order to transfer to the New Programme and any applicable Additional Charges. You must have paid your Programme Fees for the relevant Academic Period by their due date prior to being permitted to transfer. You may only transfer your Programme once and your New Programme start date must be within one year of the date of your request to transfer. Your Deposit (if applicable and if this is the first Academic Year of your Programme or your Programme is less than 12 months) and any Programme Fees which you have paid or subsequently pay in relation to your original Programme for that Academic Period will be transferred to your New Programme. No refund of Programme Fees paid in relation to your original Programme will be available. If you have been provided with any Online Study Materials prior to your transfer, your access to such Online Study Materials will be withdrawn if the Online Study Material is not applicable to the New Programme. You will also be required to delete or destroy any Online Study Materials downloaded or printed.

- 6.4. The following refund and transfer policy is applicable to all Programmes after the date which is 10 weeks after Induction in each Academic Period:
- 6.4.1. You may cancel your place on a Programme at any time after the date which is 10 weeks after Induction in the relevant Academic Period. You will be liable to pay 100% of the outstanding Programme Fees for that Academic Period (including your Deposit, if applicable, if this is the first Academic Year of your Programme or your Programme is less than 12 months). You will not be liable to pay the Programme Fees for subsequent Academic Years (if applicable). If you have been provided with any Online Study Materials prior to your cancellation, your access to such Online Study Materials will be withdrawn upon cancellation. You are required to delete or destroy any Online Study Materials downloaded or printed;
- 6.4.2. Provided that you have paid your Programme Fees for the relevant Academic Period by their due date, you may transfer to a different BPP Programme, at an appropriate time after the date which is 10 weeks after Induction in the relevant Academic Period. Transfers are subject to availability on your chosen New Programme, meeting the requirements of your New Programme in accordance with the Terms, and upon payment by you of any difference in the Programme Fees payable for the two Programmes taking into account any additional modules you may need to complete in order to transfer to the New Programme and any applicable Additional Charges. You may only transfer your Programme once and your New Programme start date must be within one year of the date of your request to transfer. You will remain liable to pay 100% of the Programme Fees for your original Programme for the relevant Academic Period. Your Deposit (if applicable and if this is the first Academic Year of your Programme or your Programme is less than 12 months) and any Programme Fees which you have paid or subsequently pay in relation to your original Programme for that Academic Period will be transferred to your New Programme. No refund of Programme Fees paid in relation to your original Programme will be available. If you have been provided with any Online Study Materials prior to your transfer, your access to such Online Study Materials will be withdrawn if the Online Study Material is not applicable to the New Programme. You will also be required to delete or destroy any Online Study Materials downloaded or printed.
- 6.4.3. All Programme Fees paid in respect of completed Academic Periods (including Academic Years where applicable) are non-refundable in any circumstances. You will remain liable to pay 100% of any unpaid Programme Fees for completed Academic Periods including Academic Years where applicable), regardless of whether you are permitted to cancel, defer or transfer a Programme in a subsequent Academic Year.
- 6.5. You may cancel your place on the Programme pursuant to clause 6 by using one of the methods outlined in clause 5.2.
- 6.6. In order to defer your place on the Programme you must notify BPP pursuant to clause 5 and 6 using the following contact details:
- 6.6.1. Telephone: +44 (0)20 8740 2222;
- 6.6.2. Fax: +44 (0)20 8746 4160;
- 6.6.3. Email: **admissions@bpp.com**
(or **internationaladmissions@bpp.com** for International Students); or
- 6.6.4. Post: BPP University Limited, Sixth Floor, Boulton House, Chorlton Street, Manchester M1 3HY (for domestic students) and BPP University Limited, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA (for International Students).
- 6.7. Except as set out in clauses 5, 6 and 7, no cancellations, deferrals or transfers will be permitted for a Programme.
- 6.8. Your acceptance of a place to study on the Programme is personal to you and you will not be permitted to transfer your place on a Programme or Programme Fees to any other person.
- 6.9. BPP reserves the right to use its discretion to determine whether to make refunds and/or deferrals and/or transfers in exceptional circumstances which fall outside clauses 5 and 6 and to charge Additional Charges in any such event to cover the administration costs incurred by BPP. Any such Additional Charges will be communicated to you before you make your decision.
- ## 7. Changes to Programmes and Discontinuing Programmes
- 7.1. BPP will endeavour to keep any changes to Programmes to a minimum and to keep you informed appropriately. However, some changes may become necessary due to financial, regulatory and academic reasons.
- 7.2. Where changes to a Programme are significant, BPP will provide you with written notice of the change. BPP will use reasonable endeavours to consult with any students who may be affected by the change before deciding to proceed.
- 7.3. Significant changes are changes which involve:
- 7.3.1. A decision to close or discontinue a Programme;
- 7.3.2. A decision to discontinue or add a core or compulsory module;
- 7.3.3. A decision to make significant changes to the physical location where the Programme is taught;
- 7.3.4. A decision to make significant changes to the method by which a Programme is taught or assessed; and
- 7.3.5. A major restructuring of a Programme.
- 7.4. BPP might be obliged to make such changes for reasons outside its control, including but not limited to:
- 7.4.1. as a result of a commissioning or accrediting body; or
- 7.4.2. to reflect changes or advancements to, the theory in an area of research, practices around the subject matter or its delivery.

7.5 BPP reserves the right to discontinue or cancel a Programme or significantly vary the Programme in the following (or other similar) circumstances:

- 7.5.1. those set out in clause **7.4**;
- 7.5.2. if the educational experience of a student is likely to be impaired if the Programme were to run;
- 7.5.3. if there are changes to the availability of a particular physical location; or
- 7.5.4. if it is not commercially viable for BPP to run the Programme.

Section A: Significant changes to/or Closure of a Programme with notice in excess of three months of the proposed Induction date of the Programme.

- 7.6 If you are an applicant to a Programme or have accepted an offer for a place on a Programme, you will be notified promptly of: (i) any closure; or (ii) of or significant change to the Programme as detailed in the Prospectus likely to have a bearing on your application/place.
- 7.7 If you do not wish to accept the significant changes you will be entitled to withdraw your application/place on the Programme. In the event of withdrawing your application or place on the Programme, you may cancel your contract with BPP and withdraw without any liability for Programme Fees and will be entitled to a refund in the Programme Fees paid. This will be BPP's entire liability to you.
- 7.8 If a decision is made to close or discontinue the Programme for which you applied, BPP will make reasonable efforts to provide a suitable replacement Programme. If you do not wish to accept a place on a replacement Programme you may cancel your contract with BPP and withdraw without any liability for Programme Fees and will be entitled to a refund of the Programme Fees already paid. This will be BPP's entire liability to you.
- 7.9 You must notify BPP Admissions at: admissions@bpp.com (or internationaladmissions@bpp.com for International Students) of your intent to withdraw in writing within 14 calendar days of being notified by BPP of the significant changes.

Section B: Substantial changes to/or Closure of a Programme within three months of or after the proposed Induction date of the Programme:

- 7.10 If BPP makes significant changes in accordance with clause **7.3** above within three months of the proposed Induction date of the Programme or after the Induction date it will notify you of the changes. If you do not wish to accept the significant changes you will be entitled to cancel your contract with BPP and withdraw from the Programme. In the event of withdrawal, you will not have any liability for future Programme Fees and will be entitled to a refund of the Programme Fees already paid.
- 7.11 If BPP discontinues or cancels your Programme within three months of or after the proposed Induction date of the Programme, BPP will do all it reasonably can to make arrangements to allow you to complete the Programme. This may include making arrangements for you to complete the Programme at a different institution. However, this will not require BPP to pay the different institution tuition fees that are more than the Programme Fees you have been charged or are due to be charged for the part of the Programme that has yet to be provided. If it proves impossible to make suitable arrangements to complete the Programme, BPP will proceed to consider replacement Programmes. If you do not wish to accept the replacement Programme, you are entitled to withdraw from the Programme. In the event of such withdrawal BPP shall make a refund of Programme Fees already paid and you will have no liability for future Programme Fees.
- 7.12 Where you have experienced additional loss caused as a result of any cancellation or significant variation to your Programme you may also be entitled to receive compensation in addition to a refund of the Programme Fees already paid. Any entitlement to compensation in respect of this section B will only be provided:
 - 7.12.1. in accordance with clause **11** of these terms and conditions;
 - 7.12.2. where evidence of your actual additional costs or expenses, as a result of the cancellation or significant variation, has been provided to BPP's satisfaction; and
 - 7.12.3. you have complied with your duty to mitigate your losses as far as reasonably possible.
- 7.13 This policy applies to all students, including those students who are in receipt of a tuition fee loan from the Student Loans Company, students who pay their own Programme Fees, and those whose Programme Fees are paid by a Sponsor. Any Programme Fees paid by a Sponsor will be refunded to the Sponsor.
- 7.14 Where your Programme Fees are covered by a scholarship, competition prize or bursary issued by BPP, you will be issued with a credit note of the monetary value of your Programme which you can use for an alternative BPP Programme.
- 7.15 In the rare event that this clause 7 (Section B) applies, BPP shall contact you in writing setting out your options and the process and steps you will need to follow where a refund and/or compensation may be due to you.
- 7.16 Nothing in clauses **7.10 – 7.15** affects your rights as a consumer.

8. Additional clauses that apply to International Students only

- 8.1. If you are an International Student, then the following additional terms in this clause 8 shall also apply to you and to the extent that there is conflict between this clause 8 and clause 2.2, and the rest of the Terms, the terms in clause 8 and clause 2.2 shall prevail.
- 8.2. It is your responsibility to obtain any necessary visa or other leave to enter or remain in the UK. BPP cannot be held liable for any failure or delay in you obtaining a visa or other leave. Information on the visa application process is available at [gov.uk/visas-immigration](https://www.gov.uk/visas-immigration).
- 8.3. Please note that, as a consequence of Brexit, changes may be made to the immigration status and right to study status of European Economic Area nationals. You must ensure you are aware of these changes and how they affect your ability to study in the UK.
- 8.4. BPP will publish updates regarding the right to study status of European Economic Area nationals as and when this becomes available. BPP reserves the right to make changes to this clause 8 as required by UK or other applicable law and such updates will be published on the Website.
- 8.5. If you require a Confirmation of Acceptance of Studies (CAS) from BPP in order to apply for your visa, you can request one by contacting the international admissions team at BPP (internationaladmissions@bpp.com or by telephone: +44 (0)20 7430 7065). The international admissions team will only issue the CAS once the International Office has received from you and verified:
 - 8.5.1. your qualifications and immigration documents as set out in clause 2.2 above;
 - 8.5.2. that you otherwise meet the requirements as set out by UK Visas and Immigration ("UKVI") and as amended from time to time; and
 - 8.5.3. that you have paid the first installment of your Programme Fees and the Deposit (if applicable) as set out in clause 8.7.
- 8.6. BPP shall decide, acting reasonably, whether to issue a CAS to you (even if you meet all of the requirements set out in clause 8.5). BPP's decision shall be final and in the event of a refusal, BPP shall have no liability to you (save as provided in clause 8.7).
- 8.7. In addition to the Deposit (if applicable), International Students who require a Tier 4 visa must pay an amount equal to 60% of the Programme Fees before BPP will issue a CAS. The balance of the Programme Fees is payable within the first 3 months of the Programme start date. Subject to clause 8.9, if BPP does not issue a CAS, it will refund any sums received from you (less the Deposit, if applicable) but shall have no further liability to you. The Deposit will be non-refundable in order to cover administrative costs incurred by BPP.
- 8.8. You must inform BPP's International Office in writing within 48 hours of receipt of notice of any change to your immigration status or your right to enter, remain or study in the UK, including any refusal of an application for leave to enter or remain.
- 8.9. If you are refused a Student Visa/Entry Clearance or Extension of Visa then you may request a refund of any sums received by BPP from you (less the Deposit to cover administrative costs incurred by BPP) provided that:
 - 8.9.1. You inform us of this at least 1 Working Day before your Programme start date.
 - 8.9.2. You send a refund request by e-mail to internationaladmissions@bpp.com within 4 weeks of the date upon which you are refused a Study Visa/Entrance Clearance, with a copy of the Embassy/ High Commission/UKVI document that confirms the refusal of your visa application or renewal.
- 8.10. If the official Student Visa refusal documents indicate that you gave BPP or any entry clearance officer or the UKVI incorrect, misleading or fraudulent documents or information, or that you did not adequately prepare your visa application, or that you did not give us all relevant facts about your situation before we enrolled you or issued a Confirmation of Acceptance for Studies (CAS), we may refuse a refund.
- 8.11. As a UKVI licensed sponsor for student visas, BPP will carefully check your personal and educational details before enrolling you. We are required to record and store a copy of your passport, copy of your visa and UK contact details. You must inform BPP's International Office in writing within 48 hours of any change to your UK contact details. We are also required to give information about your enrolment, attendance and progress to the UKVI upon their request; by agreeing to the Terms, you consent to BPP providing such information.
- 8.12. You confirm and acknowledge that it is your responsibility to ensure you have valid leave to enter and remain in the UK for the entire duration of your Programme. In the event that you fail to maintain this, BPP may terminate its agreement with you immediately and you will not be entitled to a refund of any Programme Fees already paid.
- 8.13. If you are a Tier 4 student, you must attend at least 80% of all your classes throughout the duration of the Programme. If you are regularly absent or miss parts of classes, or your attendance is below the minimum requirement, or you miss 10 consecutive scheduled contact days (determined at BPP's sole discretion), we may cancel your Registration and your CAS and inform the UKVI of this in order to comply with BPP's regulatory and compliance requirements.
- 8.14. If you are unable to meet your 80% attendance record for any reason (including reasons such as illness, injury or pregnancy) you must let BPP know immediately. BPP is unable to waive the 80% attendance requirement but may be able to advise you about the possibility of deferring your Programme or applying for an interruption of studies so you can continue your studies when you are able to meet the required attendance level.

8.15. If you are a Tier 4 student on a two year accelerated degree Programme, and you decide to transfer to the equivalent non-accelerated Programme you may be required by the UKVI to extend your visa before your current visa expires. Equally, if you are required to undertake any resits you may be required by the UKVI to extend your visa before your current visa expires. It is your responsibility to ensure that you extend your leave to enter or remain in the UK and study at BPP.

9. BPP Rules and Regulations

9.1. By accepting the Offer, you acknowledge and agree that:

9.1.1. the Offer of your place on the Programme is subject to the overriding condition that, prior to your Induction, you will have provided to BPP's satisfaction, evidence to show you have met the requirements, both academic, language and otherwise (including but not limited to obtaining membership of any required regulatory or validating body) as notified to you either in the Offer Email and/or in the Prospectus and/or on the Website, for entry onto the Programme;

9.1.2. you will produce original evidence of your nationality at Registration; and

9.1.3. you will abide by all codes, rules and regulations (as amended) of BPP in existence during the Programme and these include (but are not limited to):

9.1.3.1. the GARs and the MoPPs;

9.1.3.2. **BPP's University Handbook**,

9.1.3.3. **BPP's Computer Use Policy**;

9.1.3.4. **BPP's Health and Safety Policy**; and

9.1.3.5. all codes, rules and regulations of any other relevant organisation, professional body, institution or external regulator, if required as part of your Programme.

10. Warranties

10.1. BPP will use its reasonable endeavours to deliver the Programme in accordance with the description applied to it in the Prospectus and/or Website for the Academic Period in which you begin the Programme.

10.2. BPP expects you to take reasonable care to verify that the Programme will meet your needs and any specific requirements that you have.

10.3. in order to qualify into certain professions you may need to meet the requirements of the relevant professional body. Participating in a Programme will not automatically result in your acceptance by the relevant professional body. It is your responsibility to ensure that you meet the eligibility requirements of the relevant professional body. BPP will not be liable for any failure for you to be accepted into your desired profession.

10.4. All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

11. Limitation of liability

11.1. The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

11.2. Nothing in this agreement shall exclude BPP's liability under s.57 of the Consumer Rights Act 2015.

11.3. Except as set out in these Terms, BPP shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

11.3.1. unforeseeable losses; loss or damage is foreseeable if either it is obvious that it will happen or, it at the time the contract was made, both you and BPP knew it might happen;

11.3.2. loss of income or revenue;

11.3.3. loss of business;

11.3.4. loss of anticipated savings; or

11.3.5. loss or corruption of data.

11.4. BPP cannot accept responsibility for damage to or loss of property howsoever caused.

11.5. Save as to clauses **7.12** and **11.1**, BPP's maximum aggregate liability to you for any claims that you may have against BPP for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Programme and any IT technical support shall be limited to the amount of the Programme Fees which have been paid, or are payable, by you or on your behalf.

- 11.6 Save as otherwise set out in this clause and only in relation to clause **7.12** for any claims that you may have against BPP for direct loss (direct loss means loss actually incurred) in contract, tort or otherwise arising out of or in connection with the Terms in respect of compensation for where a Programme has been significantly varied, cancelled or discontinued, BPP's maximum aggregate liability (in addition to a refund of Programme Fees paid or payable by you or on your behalf) is limited to (i) for circumstances beyond BPP's control (including those listed in clause **7.4**): 50% of the total Programme Fees in respect of one Academic Year of the Programme (or where the Programme is less than one Academic Year, for the entirety of the Programme); and (ii) for circumstances within BPP's control: 150% of the total Programme Fees in respect of one Academic Year of the Programme (or where the Programme is less than one Academic Year, for the entirety of the Programme).
- 11.7 You may use third party websites and products whilst undertaking your Programme ("Third Party Products"). Such Third Party Products may include, but are not limited to, Microsoft Office Specialist, Dell Education Services and Turnitin. You may be required to agree to third party terms and conditions, and a privacy policy, in order to use such Third Party Products.
- 11.8 BPP cannot accept responsibility for losses that result from the provision of Third Party Products, or in relation to personal data which may be transferred by you to such third parties.
- 11.7. BPP will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond BPP's reasonable control (including those listed in clause **7.4**). This condition does not affect your statutory rights.
- 11.8. Each provision in this clause **11** shall be construed separately as between you and BPP. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

12. Disclaimer

- 12.1. BPP will not accept any responsibility to any party for the use by you of the Programme Materials provided for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

13. Intellectual Property

- 13.1. At all times, BPP or its licensors remains the owner of the intellectual property in the Programme and in any Programme Materials that may be provided to you in the course of the delivery of the Programme (including but not limited to any content provided electronically). Neither the Programme nor any Programme Materials, nor any part of them, may be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of BPP.
- 13.2. In consideration of receipt by BPP of the Programme Fees, BPP grants to you a non-exclusive, non-transferable licence to use the Programme Materials for the sole purpose of studying for the Programme.
- 13.3. Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Programme Materials. Use of the Programme Materials not expressly permitted in the Terms is strictly prohibited and will constitute an infringement of either BPP's copyright or BPP's other intellectual property rights, and/or the copyright or other intellectual property rights of BPP's licensors.
- 13.4. All intellectual property rights created by you during your Programme of study with BPP and relating to your studies (including but not limited to exam scripts, assessments and projects completed by you) will be jointly owned by you and BPP from creation.

14. Confidentiality

- 14.1. Information regarding your attendance and academic performance on the Programme will be kept confidential within the BPP Group, unless you agree otherwise or you take steps to waive its confidential nature, save for information required to be disclosed by law, to a relevant regulatory body or professional body for the Programme, or to the UKVI if you are studying on a student visa, or to Student Finance England if you are in receipt of student finance, or as otherwise permitted by BPP's **privacy policy**.
- 14.2. If you request a reference from BPP, you agree to waive your right to confidentiality for the purposes of providing the reference and for BPP to process your personal data for that purpose and disclose it to the third party.
- 14.3. If you are sponsored, BPP is permitted to provide information regarding your progress (including, without limitation, details of your attendance, marks, exam results, general progress reports and any other information reasonably requested by your Sponsor and which BPP in its sole discretion considers appropriate for it to provide) to your Sponsor and you agree to waive your right to confidentiality for those purposes.

15. Data Protection

- 15.1. You agree that BPP may process your personal data in order to perform its obligations and enforce its rights under this agreement and in accordance with the Data Protection Act 2018 and BPP's **privacy policy**.
- 15.2. You acknowledge and agree that, in order to comply with its data protection obligations, BPP will communicate with you via your BPP email address (where you have been provided with such an email address), rather than any personal or nominated email address, where it is required to disclose your personal data to you.

16. General

- 16.1. BPP reserves the right to charge late payment interest on any sums that are due and payable by or on behalf of you, at a rate of 4% a year above the base lending rate of Barclays Bank plc from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 16.2. BPP reserves the right to recover any reasonable debt collection costs in connection with these terms and conditions.
- 16.3. Please note that it is your responsibility to check that the computer you plan to use to access the Online Study Materials is compatible with any minimum specification requirements set out on the Website/Prospectus or in your Offer Email.
- 16.4. BPP will seek to resolve any complaints informally in the first instance. BPP's formal Student Complaints Procedure can be found **here**. Appeals against admissions decisions are dealt with by the Admissions and Academic Appeals Regulations which can be found **here**.
- 16.5. BPP may update or amend the Terms from time to time to comply with law or to meet its changing business requirements without notice to you. Any updates or amendments will be posted on the Website.
- 16.6. The Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.
- 16.7. You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.
- 16.8. BPP may assign, transfer or sub-contract any of its rights or obligations under the Terms to any third party at its discretion and without further notice to you.
- 16.9. No relaxation or delay by BPP in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by BPP in writing.
- 16.10. If any provision of this Agreement is held to be invalid or unenforceable, then that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement.
- 16.11. Any notices required to be served by BPP under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to BPP, at BPP's discretion.
- 16.12. Any notices required to be served on BPP by you will be deemed properly served if sent to BPP University Limited, Aldine House, Aldine Place, 142-144 Uxbridge Road, London W12 8AA or admissions@bpp.com.
- 16.13. A notice delivered personally is deemed to be given on the day on which it was left at the specified address in clause **16.12**. A notice sent by post is deemed to be given on the day it was posted as evidenced by you. A notice sent by fax or e-mail is deemed to be given on the day it was sent.
- 16.14. The agreement between you and BPP will be conducted and concluded in English only.
- 16.15. The agreement between you and BPP which is contained in these Terms is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 16.16. The Terms, and any other matters arising out of or in relation to the Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Terms.
- 16.17. When ordering goods from BPP for delivery (other than in the UK) you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for import duties and taxes must be borne by you; BPP has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that if applicable, when you are delivered Programme Materials from BPP, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.
- 16.18. BPP must be notified of any queries, complaints or short or incorrect deliveries within 14 days of you receiving the Programme Materials. If you do not notify BPP within this time period, BPP will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

17. Contact Details

Telephone: +44(0) 3300 603 100

Email: **admissions@bpp.com**
(or **internationaladmissions@bpp.com** for International Students)

Post: BPP University Limited
Aldine House
Aldine Place
142-144 Uxbridge Road
London
W12 8AA