

Terms and Conditions

Last updated: 31/07/2025

1. INTRODUCTION

- 1.1. Please read these terms and conditions ("Terms") carefully. By accepting our Offer, you agree to be bound by these Terms.
- 1.2. These Terms, along with any documents referred to herein (including those accessed via links to a website) apply to all offers of admission to distance learning full-time and part-time courses based at Northumbria London Campus ("NLC").
- 1.3. Courses delivered at NLC are delivered by Northumbria London Campus Limited ("NLCL"), a company owned by Northumbria University (the "University") in partnership with QAHE Limited ("QA Higher Education"), a UK higher education provider. NLCL is a limited company registered in England with company number 08846878. The registered office is Sutherland Building, Northumbria University, Ellison Place, Newcastle Upon Tyne, NE1 8ST.
- 1.4. You will be a student of both NLCL and the University. The purpose of these Terms is to set out the contract between you, NLCL and the University. These Terms contain the obligations that NLCL and the University have to you as a student at NLC and the obligations that you have to NLCL and the University.
- 1.5. NLCL will deliver most of the services to you. You will be a student of the University for the purposes of making the academic award available to you and the services which the University agrees to deliver to you in these terms and conditions.
- 1.6. These Terms apply alongside the Handbook on Student Regulations. You can find out more about how we will inform and consult with you on changes in the [Handbook of Student Regulations](#).

2. IMPORTANT PERSONAL DETAILS

- 2.1. It is essential that you provide your live personal email address and your home address and telephone number on your application form and a copy of your current passport (where requested). You must tell NLCL immediately if there is any change to any of these details. Important information regarding enrolment and admission and the Confirmation of Acceptance for Studies (for international students) is sent to the student's personal email address.
- 2.2. We also require international students to send us a copy of any previous Student route visas you have obtained for the purpose of any previous study in the UK plus any visa refusals.
- 2.3. If you applied to NLCL via an intermediary such as an agent, representative or educational institution NLCL will may communicate with you about your admission via the intermediary but you will also receive communications. NLCL also reserves the right to pass information about your admissions and enrolment status and about your course attendance and to send a copy of your CAS (for international students) to the intermediary which is referred to in your application.

3. BEFORE YOU ACCEPT**Your Offer**

- 3.1. The University and NLCL will issue you with an offer (your "Offer"). Your Offer contains important information relating to the course on which you have been offered a place, including the term dates, duration of the course and the tuition fees. It is only valid for the intake stated.
- 3.2. The Offer will set out any specific requirements that you will need to comply with. If you fail to comply with any of these requirements, we may terminate the Contract as set out in clause 15.
- 3.3. It is your responsibility to ensure that all information provided to us by you or on your behalf is true and not misleading. NLCL and/or the University reserves the right to withdraw an Offer or a Confirmation of Acceptance for Studies ("CAS") if it is found that you have provided false or misleading information or have omitted relevant information in your application and/or during the admissions process.
- 3.4. NLCL and/or the University reserves the right to refuse to issue you with a CAS even if you have accepted an unconditional offer.
- 3.5. The Offer will specify the location of your programme including whether your programme is online study.
- 3.6. Please note, where your programme is not online only, the location of your programme will be the address specified on the Offer or during application process. Future teaching may take place at an alternative building within the same city campus. Any future teaching location changes will be communicated at the earliest opportunity to ensure you can make adjustments to your journey. You are responsible for all travel

costs to and between campus buildings including in the event of a teaching location change.

Your fee status

- 3.7. NLC will determine your fee status upon application and ID requirements which will be either “UK” or “Overseas”. Please note fees differ based upon your status at the application stage.

4. ACCEPTING YOUR OFFER

- 4.1. If you wish to accept the Offer, you must accept your Offer via the Northumbria Applicant portal and pay your required deposit (if any). You must pay your deposit and your receipt will be uploaded onto the Northumbria Applicant portal.
- 4.2. Acceptance of the Offer does not occur until you have paid the required deposit. Once you accept the Offer, a legally binding Contract comes into existence which remains conditional upon you meeting all of the conditions in the Offer and meeting all immigration requirements (if applicable).

5. YOUR RIGHT TO CANCEL THE CONTRACT

- 5.1. Where we enter into a distance contract with you, you have a legal right to change your mind and cancel the Contract within 14 days:
- 5.1.1. starting on the day after you accept your Offer; and
- 5.1.2. after commencement of your teaching,
(the “**Cancellation Period**”).
- 5.2. To exercise this right to cancel, you must inform us of your decision to cancel the Contract by a clear statement. You may do this by electing to cancel on the Northumbria Applicant portal. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.3. If you cancel your acceptance within the Cancellation Period, we will refund to you any payments we have received from you in respect of the Tuition Fees without undue delay and no later than 14 days after the day on which you informed us of your decision to cancel the Contract. Where you cancel during the Cancellation Period we may retain your deposit in accordance with Clause 11.
- 5.4. We may start to provide you with services if you request us to do so before the end of the Cancellation Period. For example, because you have accepted your Offer shortly before your course is due to start. You may still cancel the Contract during the Cancellation Period. However, we will be entitled to deduct from any refund an amount which is in proportion to the services supplied by us to you, calculated on the basis of the total price of the Contract.

6. VISAS AND IMMIGRATION

Requesting a Confirmation of Acceptance for Study (CAS)

- 6.1. If you wish to request a CAS in order to apply for a Student route Visa to study at NLC, you must request this on the Applicant Portal and, before any CAS is issued, you will also be required to provide additional proof that you have met specific requirements of the UKVI. NLC and/or the University reserves the right to refuse to issue you with a CAS even if you have accepted an unconditional offer.
- 6.2. When you request your CAS it is your responsibility to allow enough time for your visa to be processed. We cannot guarantee to issue a CAS at short notice.
- 6.3. A CAS is issued in the form of a letter setting out the key information that was submitted to UKVI to generate your CAS number. It is your responsibility to check that all the details in the letter are correct before you apply for your visa and you must inform us if you believe any details are incorrect. We cannot accept responsibility for entry clearance decisions arising from the information we have provided to UKVI regarding your CAS. If your visa application is refused and any review by UKVI is also rejected, you will need to request a new CAS in order to submit a new visa application. We reserve the right to refuse to issue a new CAS.

Your responsibilities

- 6.4. It is your responsibility to apply for the appropriate visa (Entry Clearance) from your country of residence, permission to change sponsor – if you already have permission to study in UK at another institution, or Leave to Remain if you need more time to complete your studies at NLC.
- 6.5. It is your responsibility to cover all costs associated with any of the above visa applications and you must ensure that you have the appropriate valid visa throughout your studies. It is essential that you comply with the terms of your visa and do not breach any of the conditions attached to your permission to study here. If and when you need to renew your student visa it is essential that you do so as early as possible in advance of the expiry date of your current visa.
- 6.6. If your course is full-time and six months or longer you must obtain a student route eVisa prior to your

enrolment. To apply for a Student route visa you will need a Confirmation of Acceptance for Studies (CAS) which you can request from us once you have accepted your offer, paid your deposit and met all academic and English language conditions.

- 6.7. Before any Confirmation of Acceptance for Studies can be issued, you must provide
 - 6.7.1. evidence that your deposit has been paid and funds have cleared;
 - 6.7.2. evidence of all previous visas issued for the purpose of study in the UK plus any visa refusals;
 - 6.7.3. confirmation of the number of years you have previously studied in the UK; and
 - 6.7.4. the NQF level of any previous studies in the UK whether fully completed or partially completed.
- 6.8. It is your responsibility to ensure that you have held the correct amount of funds in your bank account for 28 days when you apply for your visa. Failure to do so will result in your visa being refused and jeopardise your chances of joining your course.
- 6.9. Most students coming to study on a full-time course at NLC will require a Student route visa. If you already hold a Student route visa which was issued by another UK higher education institution, you will not be able to enrol with us until you have made an application for a new Student route visa with the University.
- 6.10. You must submit the same documentation to UKVI that you have submitted to the University during your CAS application process. Failure to do so may lead to your application being refused.
- 6.11. For UK applicants wishing to start the visa application process you should contact our Welfare and International advisors in the Student Advice and Support service by emailing swi@northumbria.ac.uk.

Short courses

- 6.12. If your course is shorter than six months and you choose to apply for a Student Visitor Visa, you will not be able to renew this type of visa or switch to a Student route visa whilst you are in the UK. You will need to return to your home country to do so. Please refer to this [Visa and Immigration](#) page for details.

English language

- 6.13. In order for the University to sponsor you with a CAS for your Student route visa application, the University needs to hold evidence that you have achieved the required level of English language competency – as defined both by the University for entry to your course and by UKVI for visa purposes.
- 6.14. The UKVI requirements for English language are in addition to the University requirements. Please visit the University website for further details or visit the UKVI website for further details.

Length of time spent studying in the UK

- 6.15. UKVI has imposed a limit to the number of years a student can study in the UK – therefore if you have previously studied in the UK it is advisable for you to check that you have enough time left to enable you to complete your course. Please contact International Admissions for advice or consult the UKCISA website at <https://www.ukcisa.org.uk/student-advice/visas-and-immigration/student-immigration-the-basics/> for further details. You can also contact our Welfare and International advisors in the Student Advice and Support service by emailing swi@northumbria.ac.uk.

Deferrals

- 6.16. Students who wish to defer their offer for entry to a later intake should do so before using their CAS (if one has been issued) and should request a new CAS for their deferred course. You will be required to provide details of any previously withdrawn CAS.
- 6.17. Any CAS which has been used after a student has decided to defer will be withdrawn if the visa has not yet been granted. In cases where the visa has already been issued, UKVI will be notified so the visa can be curtailed. Otherwise the student will receive a refusal in relation to the CAS being withdrawn.

UKVI Compliance

- 6.18. As a Sponsor of Student route visas, the University has a duty to fulfil certain record-keeping and reporting duties, which include keeping copies of your current passport and visa; recording your contact details; passing information on your admission and enrolment status and your attendance to the UK Visas and Immigration (UKVI) and other UK governmental bodies. We also reserve the right to contact UKVI to seek information on your immigration history where necessary.
- 6.19. If you renew or change your visa at any time during your studies, we will require you to provide us with your new visa details. The University is also required to monitor the attendance of all students and where attendance is deemed unsatisfactory, is obliged to report this to UKVI and other UK bodies. (By attendance, we mean attending lectures, seminars, group work sessions, placements, compulsory field trips, meetings with supervisors and all other relevant course activities).
- 6.20. If you do not comply with the conditions of your visa, for example, if you do not enrol at NLC by the last

permitted enrolment date; if you withdraw; are withdrawn from your studies; interrupt your studies; are excluded for non-payment of fees; if you fail and are not permitted to repeat or if you do not attend your course, the University will inform relevant bodies. It is your responsibility to ensure that you understand the implications for your visa in relation to any of the above. If you are uncertain about your status, for instance if you cannot attend because of illness, then you must seek immediate advice from the Student Support and Wellbeing Service.

7. ON ARRIVAL

Enrolment (International students only)

- 7.1. When you enrol you must present a boarding pass and evisa, or another type of visa which is recognised by the UKVI as valid for study in the UK. If you do not have a valid visa you will not be allowed to enrol and should seek advice from the Student Support and Wellbeing Service. If you have a Student route visa which was issued for study at another UK institution, you may be allowed to enrol if you can provide evidence that you have applied to UKVI for new leave to remain for study at NLC and can also supply proof that you satisfy the financial requirements for your new visa. You should be aware however, that if your visa application is refused, you will not be able to continue with your studies. At enrolment you must also provide your valid passport and your original qualification documents.

Enrolment (SFE sponsored Students)

- 7.2. When you enrol you must provide evidence from Student Finance England that you have either been approved for Student Finance support or that you have made an application to Student Finance England. Evidence may include showing your online SFE account to a member of staff.

Enrolment (part-time students only)

- 7.3. When you enrol you must present physical copies of your valid passport, driving license, visa or previous certificates and qualifications as advised in your Offer.

Progression

- 7.4. If your offer comprises more than one stage, level or year, progression from one level or year of your course to the next is subject to your completing and passing the course assessments for each level at the required level set out in your offer letter. If your offer includes a Pre- Sessional English language course, you must attend the course and obtain the relevant grades for progression to your chosen course.

Late arrival

- 7.5. It is essential that students aim to arrive at NLC in time to attend their enrolment and induction sessions. These sessions aim to give students the best possible start to their studies in the UK and to NLC life. Students who arrive late and miss these sessions may find settling into their studies more challenging. We understand that there are occasions when students, for unavoidable reasons, cannot arrive in time for their enrolment session or for the start date of their course and in these cases may be allowed to enrol late.
- 7.6. Students will not be allowed to enrol after the last enrolment date detailed on the CAS and any student unable to enrol by this date should not travel to the UK. If the student has not enrolled by the last enrolment date then it is the student's responsibility to contact NLCL to discuss a transfer to the next available intake. Transfer requests must be submitted no later than 14 days after the last enrolment date. Transfer requests will be considered by the NLCL management team. In cases where sufficient reasons/evidence are provided, the deposit paid will be transferred to the new intake with no additional costs incurred. If it is deemed by the NLCL management team that the student cannot provide acceptable evidence / reasoning for a transfer then the transfer request will be declined and no refunds will be issued, save where the provisions in relation to the 14 day Cancellation Period as set out at clause 5 apply.
- 7.7. These extended dates do not apply to Summer Pre-sessional English courses. Students holding offers for these courses are advised to seek advice from International Admissions if they cannot arrive in time for the start of the course.

8. WITHDRAWAL, DEFERRAL AND INTERRUPTION

- 8.1. If you wish to withdraw, defer or interrupt your studies after enrolment you must follow the Change of Circumstance process. For details of the fees payable in these circumstances please see section 13 of the Handbook of Student Regulations. The University does not allow international students to defer their place once they have arrived in the UK. If you wish to withdraw or defer your application pre-enrolment, please use the applicant portal to make this request.

Fee Liability for withdrawal and interruption

UK/Home students on full time undergraduate courses

8.2. All UK/Home students who cease or pause their course of study at NCL will be liable to pay a tuition fee depending on the term in which you pause or cease your course:

8.2.1. During term 1 you will be charged 25% of the total academic fee;

8.2.2. During term 2 you will be charged 50% of the total academic fee; and

8.2.3. During term 3 you will be charged 100% of the total academic fee.

- 8.3. For those students who interrupt their studies, fee liability will be calculated dependent upon modules completed and a pro rata fee agreed. This fee will need to be paid in full before the interruption is processed. Students are only permitted to interrupt studies on one occasion and will be required to submit documentary evidence to support any interruption request. Students are permitted to interrupt their study for a maximum of twelve months. Where students require longer than twelve months they will need to withdraw from the course of study and re-apply.

8.4. The approval of any interruption to study request will be made by the University.

International students on full time undergraduate or postgraduate courses

8.5. For those students withdrawing from the course or where students are withdrawn by NLCL, the fee liability is calculated as follows:

8.5.1. If you withdraw before the end of your first semester a minimum of 50% of your total tuition fees are payable by you; and

8.5.2. If you withdraw after the end of your first semester, the full tuition fees are due.

8.6. The tuition fee will always be equal to or greater than the deposit. Please note, international students are not permitted to interrupt their studies due to UKVI requirements. Please refer to 11.8 in relation to refund of the deposit.

8.7. You can find all semester dates on the website at [Academic Calendars](#).

Dropping Advance Practice (AP) Module Policy

8.8. Withdrawing from an Advance Practice Module can have implications for your visa and as such you shall not be permitted to withdraw from an Advance Practice Module alone. Any withdrawal must be with NLCL's consent.

9. YOUR OBLIGATIONS

- 9.1. Keep all information provided to us up to date and notify us promptly of any changes;
- 9.2. Ensure that all information provided by you or on your behalf, as part of the application process or at any other time, is and remains true and accurate and is not misleading;
- 9.3. Comply with any and all conditions set out in your Offer and continue to comply with them (if relevant) throughout the duration of your course;
- 9.4. Pay all tuition fees and any other charges when due;
- 9.5. Comply with these Terms and all other regulations, codes, policies, procedures and documents referred to herein (including those published on the NLCL's website and the University's website);
- 9.6. All applicants and students are required to abide by the Handbook of Student Regulations which explains students rights and obligations. It covers areas such as enrolment, disciplinary rules, and complaints procedures. Please note in particular the Student Enrolment Conditions which form the basis of your contract for tuition with NLC and the University. The Handbook can be found on our website at [Handbook of Student Regulations](#).

10. OUR OBLIGATIONS

- 10.1. We will provide the services to you with reasonable care and skill.
- 10.2. Subject to Clause 10.3, we will deliver the programme in accordance with descriptions provided to you.
- 10.3. We reserve the right to withdraw or change services provided to you and the courses or course combinations included in any publicity material. Changes shall be made in accordance with section 2.7 of the [Handbook of Student Regulations](#).

11. DEPOSITS AND TUITION FEES

Deposits

- 11.1. International students are required to pay a deposit as detailed in your Offer in advance of CAS issuance

and enrolment. The deposit allows students holding an unconditional offer and meeting all other requirements to secure their place and, subject to our right to refuse as provided for in clause 3.3, for international students to be issued with a CAS for visa purposes.

- 11.2. The deposit amount is payable in advance of enrolment and visa application.
- 11.3. International students: Please pay as early as possible to allow enough time for your CAS to be issued prior to your visa application.
- 11.4. International students: If your deposit payment is not honoured by your bank after the University has issued your CAS, the CAS will be cancelled or withdrawn until such times as a new deposit payment is made and cleared. In this situation any further payments should be made by an alternative method to that which was used for the original payment. Please note that we may refuse to issue a further CAS as provided for in clause 3.3.
- 11.5. We strongly recommend that you pay your deposit in one single payment. International students should note that at peak times, we cannot guarantee that any subsequent payments can be added to the details in your CAS once it has been issued. If it is possible to do so, we cannot guarantee that this will be done in time for your visa to be processed.
- 11.6. You will not be required to pay a deposit if:
 - 11.6.1. You are receiving US or Canadian Federal Loans to cover payment for your tuition fees; or
 - 11.6.2. Your tuition fees are paid by a Sponsor which is recognised by NLCL; or
 - 11.6.3. Your tuition fees are paid by Student Finance England or other UK government provider.

Tuition Fees

- 11.7. Tuition fees for your course(s) are stated in your Offer.

Deposit Refunds

- 11.8. Once you have paid your deposit it is **non-refundable** and **non-transferable** except if you are unable to join your course due to any of the following circumstances:
 - 11.8.1. You have exercised your right to cancel within 14 days after accepting your Offer in accordance with clause 5.1.1;
 - 11.8.2. in the unlikely event that your course is cancelled;
 - 11.8.3. you apply in good time for your visa but it is granted too late for you to join your course (in this instance we would need proof of when your visa application was made and when it was granted);
 - 11.8.4. if you apply for a UK visa with your University CAS and your visa application is refused*; or
 - 11.8.5. if you do not meet the conditions of your offer.

*if your visa is refused, we will require you to provide your notification of refusal no later than 4 weeks from course commencement date. You will be required to send a copy of the complete visa refusal documentation you have received from the UKVI with your refund request form. Please note we will not refund a deposit paid in the case of visa refusals which were made on the basis of fraudulent documents or misleading information. If you have had a prior visa refusal and have not disclosed this information to the UKVI then no refund will be issued.

- 11.9. Save for refunds made pursuant to clause 5, refunds are at NLCL's discretion.

Requesting a Deposit or Fee Refund

- 11.10. Save for refunds made in accordance with clause 5 and subject to NLCL's discretion, you may receive a refund of the deposit amount and any additional tuition fees you had paid in advance for the academic year minus the administration fee of £150 and any other associated costs, which include tuition costs for the classes that have been completed prior to refund request submission. To request a refund you will need to complete a Refund Form, attach the required documents and send it to the NLCL Office. To receive a Refund Form you must email refunds@qa.com
- 11.11. All refund requests submitted where the student is not intending to study and has paid a deposit must be received no later than 4 weeks from course commencement date. Refunds received after this date will be declined.
- 11.12. Refunds may take 30 working days to reach you following provision of all required information by you.
- 11.13. All refunds must be issued by NLCL to the bank account in which funds were received from. NLCL is not able to issue refunds to alternative bank accounts.

Circumstances where a deposit will not be refunded

- 11.14. In all other circumstances, including in the following situations, no refund of the deposit will be made:
 - 11.14.1. If you do not apply for a visa to study at NLC;
 - 11.14.2. If you decide to study at another institution in the UK or in another country;

- 11.14.3. If you decide not to study overseas;
- 11.14.4. If you submit fraudulent or misleading information in the UKVI visa application;
- 11.14.5. If you are in the UK and have started your programme; or
- 11.14.6. Where you claim asylum in the UK following a CAS being issued.

In the circumstances set out above at clauses 11.14.1 to 11.14.5, you should receive a refund of any tuition fees you had paid in advance for the academic year which were paid in addition to the deposit.

12. PAYMENTS

Paying Fees on Time

- 12.1. If you are unable to pay your fees by the due date, unfortunately you will be excluded by NLCL and the University.
- 12.2. The University will be obliged to report your non-attendance and/or non payment to the UKVI (international students only). However, our aim is to allow students to undertake their studies without any unnecessary disruption. If you are concerned that you may have problems paying by the due date, please do not leave it until this date but contact NLCL and the University's dedicated NLC Finance Department for advice as early as possible. Please note that the University main campus Finance Team will not be able to assist in these matters. Contact details for NLC Finance Department can be found here:
london.northumbria.ac.uk/courses/finance/
- 12.3. All extension requests to standard payment terms are at the discretion of the NLC Finance Department and the receipt of acceptable supporting official documentation.
- 12.4. **Please note: if you do not pay your fees on time we reserve the right to take legal action and/or appoint a debt collection agency**

Handbook of Student Regulations

- 12.5. In addition to this information please also refer to section 13 of the University's Handbook of Student Regulations.

Payment Terms – Pre-sessional English courses

- 12.6. Tuition fees for the Pre-sessional English courses are payable in full for each semester before or on enrolment. This payment is made as part of your deposit, and the remainder of the deposit will be used as part payment of your tuition fees for your academic course.

Payment Terms for all full-time courses except Pre-sessional English

- 12.7. Your tuition fee shall be specified in the Offer and is due (minus any fees or deposit you have already paid for the course in advance) on the date specified at:
www.london.northumbria.ac.uk/courses/finance/dates-and-fees/.
- 12.8. If you have been awarded a scholarship, the scholarship amount will be deducted from this final payment.

For full-time students in receipt of a Postgraduate Loan

- 12.9. An instalment plan will be agreed with you at enrolment to match the payment dates from Student Finance England of your Postgraduate Loan. Please note all instalment plans must be created no later than 4 weeks from course commencement date.

Payment Terms for all part-time programmes

- 12.10. **For sponsored part-time students.** For students who are being sponsored by an employer to complete a course, 50% of the total tuition fees will be due before enrolment. The remaining 50% will be invoiced to be paid within the first 12 months of teaching.
- 12.11. **For part-time students** Tuition fee installment dates will be notified to you and will align with payment dates from Student Finance England

Possible deductions if you are paying your full fees in advance (International Students only)

- 12.12. If you are paying your **full** tuition fees for the year as your deposit, please deduct the following amount(s) from your payment if you qualify for them:
 - 12.12.1. Academic Scholarship – only for students who have already received confirmation of their eligibility for scholarship award for the same academic year;
 - 12.12.2. Country Bursary – eligibility for a Country Bursary where applicable will be confirmed in the Offer.

Refund of Overpayments

- 12.13. If you overpay your tuition fees for the year any refund due will be processed. However, due to financial regulations, refunds cannot be paid to the student directly. Any refund due would be paid to the original account from which it was received. Please note that neither NLCL or the University can disburse other payments such as living expenses to students.

Bank Transfers

- 12.14. The preferred method of payment is via Flywire – an online payments provider. Information on how to pay via Flywire is covered on the Finance page on our website:
london.northumbria.ac.uk/courses/finance.
- 12.15. Please note that NLCL does not encourage the payment of tuition fees in cash. Where cash payments are made directly into the NLCL bank account we will require the payee to provide evidence of the source of the funds. Evidence is to include the cash withdrawal from a bank account. In instances where a refund is requested and a cash payment was made to NLCL, we reserve the right to refuse the refund until the appropriate evidence of source of funds is provided.

13. EVENTS BEYOND OUR CONTROL

- 13.1. An Event Beyond Our Control means any circumstance not within our reasonable control including Acts of God, flood, drought, or other natural disaster, terrorist attack, civil commotion, protests or riots, war, armed conflict, imposition of sanctions, , any law or any action taken by a government or public authority, strike or lock-out (other than by our employees), building safety, fire, explosion or accident, interruption or failure of utility service, failure of IT systems which are not within our control, cyber attack or any pandemic, epidemic or government enforced lockdown or act. Further details in relation to Events Beyond Our Control can be found in the Student Handbook.
- 13.2. Subject to the provisions of this Clause 13, we will not be in breach of this Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under this Contract to the extent that such failure or delay is due to an Event Beyond Our Control.
- 13.3. If an Event Beyond Our Control occurs, then we will promptly notify you as soon as reasonably possible. Our obligations under these Terms will be suspended and the time for performance of our obligations shall be extended for the duration of the Event Beyond Our Control.
- 13.4. We will, where practicable, continue to deliver education to you despite the Event Beyond Our Control and if relevant, we shall consider whether the remote or virtual delivery of your course is appropriate.

14. DATA PROTECTION

- 14.1. NLCL will process any of your personal data in accordance with our privacy policy, which is available on the QAHE Website via this link [Privacy Notice | QA Higher Education](#) or upon request.
- 14.2. The University will process any of your personal data in accordance with its privacy policies, which is available on the University's website via this link [GDPR - Privacy Notices \(northumbria.ac.uk\)](https://london.northumbria.ac.uk/gdpr-privacy-notice) or upon request.

15. TERMINATING THE CONTRACT**Your rights to terminate the contract**

- 15.1. You may terminate the Contract within the 14 day Cancellation Period in accordance with Clause 5.

Our rights to terminate the contract

- 15.2. We reserve the right to terminate the Contract at any time and on such notice to you as may be appropriate having followed any relevant policies or procedures:
- 15.2.1. If you do not pay your tuition fees or other amounts due on the date specified for payment. This includes where you have an agreement with a third party (such as a sponsor) to pay on your behalf;
 - 15.2.2. For your failure to provide information requested or for providing false, inaccurate or misleading information;
 - 15.2.3. If you fail to meet the conditions and/or requirements specified in your Offer;
 - 15.2.4. If we exercise our right as set out at Clause 3.3 to refuse to issue you with a CAS even if you have accepted an unconditional offer;
 - 15.2.5. For your late enrolment and/or late commencement of study;

- 15.2.6. If you fail to meet the ongoing attendance requirements or fail to demonstrate, in our sole opinion, satisfactory academic progression;
- 15.2.7. If your circumstances change so that you no longer have permission to remain in the UK;
- 15.2.8. For your material breach of your obligations under this Contract, including of our regulations, policies, procedures and codes;
- 15.2.9. If you engage in any activity or act in a manner that brings us into disrepute.

We will comply with our policies when terminating the Contract under this Clause including the [Handbook of Student Regulations](#).

No refunds will be made to any students (including any prepaid fees or deposits) dismissed or withdrawn in accordance with this clause.

16. COMPLAINTS

- 16.1. We have a student complaints procedure that is accessible via the QAHE Website [QAHE Complaints Procedure \(northumbria.ac.uk\)](#). There is also a dedicated mailbox for complaints, QAHE.Complaints@qa.com, which you can contact for further guidance. We anticipate the vast majority of complaints to be resolved informally. The Senior Management Team has overall responsibility for complaints.
- 16.2. The Complaints and Appeals process in the Handbook of Student Regulations shall also apply.
- 16.3. You have a right to raise a complaint with the Office of the Independent Adjudicator for Higher Education (OIA) Complaints Scheme. If you are not happy with the outcome of your complaint with us, you may be able to ask the OIA to review your case. Please visit the OIA website for further information.

17. OTHER IMPORTANT TERMS

- 17.1. This Contract is governed by English law. Any disputes arising between us (whether contractual or non-contractual) shall be within the non-exclusive jurisdiction of the courts of England and Wales.
- 17.2. If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms will remain in full force and effect.
- 17.3. We may transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.
- 17.4. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.
- 17.5. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.