

## Introduction

This document governs the relationship between you and the University of Kent ("the University") while studying at Beaconhouse International College, and sets out the contract terms between us ("the Terms and Conditions").

These terms and conditions apply to all applicants from the 1<sup>st</sup> of October 2023 applying to study a course at the university through Beaconhouse International College, on or from the 30<sup>th</sup> of September 2024.

By accepting an offer to study you are entering into a legally binding contract with the University and confirm that you agree to these Terms. You should keep a copy of these Terms for your own records.

## Payment of fees

1. The fees for your course will be set out in the offer letter from Beaconhouse International College.
2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.

## Accuracy of your information

3. By accepting the offer of a place at Beaconhouse International College to study a University course you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
4. If you provide us false or misleading information it may invalidate your admission and enrolment. This means that the University may terminate the contract with you.
5. The University requires all students to provide proof of identity and qualifications at the point of registration.

## Communications to and from the University

6. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly and in any event, at least once a week. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

## University Regulations

11. By accepting the offer of a place at Beaconhouse International College to study a University course you agree to comply with the provisions of all the University's Charter, Regulations, Rules, Codes, Policies and Procedures ("the Regulations"). The Regulations can be found on the [Regulations website](https://www.kent.ac.uk/regulations/). <https://www.kent.ac.uk/regulations/>.

The Student Regulations contain important information about the expectations that the University has of you as a student and the relevant procedures and processes to be followed.

12. We are aware that the Regulations are detailed and that there are a number of documents. To help you identify some of the more important Regulations and Policies, we have summarised these below, together with a direct link to the relevant page of Kent's website:

(a) For students on undergraduate and postgraduate taught courses - The [Student Attendance and Engagement Policy](#) sets out the requirements about attending scheduled teaching and assessment events and other compulsory events or meetings that are specified by the University.

If you do not attend and engage with your studies, and do not engage with the processes set out to improve your attendance and engagement, the University may withdraw you from your studies.

(b) You have a responsibility to act with honesty, integrity and fairness when completing your assessments. The Academic Misconduct Policy and Procedure sets out rules and processes how the University deals with allegations of academic misconduct. Examples of academic misconduct include plagiarism, collusion, unauthorised use of artificial intelligence and contract cheating. If you submit work that the University considers not to be your own, you may face disciplinary actions and subsequent penalties. One of the possible outcomes of such action is termination of your studies.

The University keeps records of all proven cases of academic misconduct and may be required to include this information in employment or academic references or provide this information to a Professional, Statutory and Regulatory Body, if you study on an accredited course.

(c) The University's [Support to Study Policy](#) describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. The Support to Study Procedure is intended to be supportive, however if the University has persistent and/or serious concerns, it may decide to permanently withdraw you from your studies.

(d) The University's [Fitness to Practice \(for Courses Other than Social Work\)](#) set out rules which apply to students on professionally regulated programmes

which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. If you don't comply with these rules, you may face a disciplinary process with a number of potential outcomes, including that you are withdrawn from your course.

(e) You are expected to always conduct yourself in a manner that supports the University's commitment to create a safe and supportive community for all. These expectations are set out in the [Student Code of Conduct](#) and the [Student Charter](#). If you breach the rules set out in these documents, you may be subject to the [Student Discipline Procedure](#) and subsequently face sanctions that include expulsion from the University.

(f) The university takes a pragmatic approach to dealing with Student Intellectual Property Rights. The details of this can be found in the Intellectual Property Policy: <https://www.kent.ac.uk/ip-policy>

## Changes to University Regulations

13. The University may make changes to its Regulations where this will assist in the delivery of education. The University will make these changes in consultation with representatives from the student body for one or more of the following reasons:

- (a) To review and update the Regulations to ensure they are fit for purpose;
- (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- (c) To incorporate sector guidance or best practice;
- (d) To incorporate feedback from students; and/or
- (e) To aid clarity or consistency of approach.

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

15. The University will normally seek the express agreement from the affected students and applicants when making changes to its Regulations.

16. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

## Disability and Reasonable Adjustments

17. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs within the requirements of the competency standards of the course of study. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively.

18. Students on regulated, vocational or professional courses are required to notify the university of any disability which may impact on their ability to complete the course and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and if you engage in any necessary discussions or health assessments as required by the University.

## Changes to Your Course

19. The University will do all that it reasonably can to provide the University course you have enrolled for at Beaconhouse International College, as described on its website or in the prospectus or other documents issued by it at the time of your application.

Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services at Beaconhouse International College. Examples of such circumstances include:

- (a) power failure;
- (b) acts of terrorism;
- (c) damage to buildings or equipment;
- (d) cyber-attacks;
- (e) the acts of any governmental or local authority

20. In these circumstances, the University is committed to being open and transparent with you and inform you of any changes in a timely manner.

We will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to a different mode of delivery in order to fulfil the obligations, to the full extent that is possible, under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

21. The University will use all reasonable endeavours to deliver the course in accordance with the description applied within promotional materials, for the academic year in which you begin the course.

22. In making any changes under paragraph 21, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.

## Liability

23. The University is responsible for ensuring the content of your course, its marking and assessment, and awards made on successful completion, comply with the quality assurance standards of the University and its regulator, the Office for Students. All other matters relating to your education and welfare while studying at Beaconhouse International College are the responsibility of Beaconhouse International College, in accordance with applicable local/national law. The University is not liable for any acts or omissions on the part of Beaconhouse International College under its contract with you or any applicable local/national law.

24. The University does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## Complaints Process

25. If you are not content with the proposed outcomes of an application, you can raise the issue under our [Admissions Complaints policy and procedures](#)

26. Students wishing to make a complaint about their course of study, the services or facilities provided by the university may do so by via the [Student Complaints process](#).

## Cancellation Rights

### RIGHT TO CANCEL

27. <require link to Beaconhouse Cancellation Policy>

### EFFECT OF CANCELLATION

28. If you cancel this contract as set out above, you cancel the contract between you and the University of Kent in its entirety.

## General

29. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

30. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

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