

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 in place between you and BPP and a copy of the agreement will not be available from BPP at a future time and date. By either (i) making a payment (deposit or in full) or by (ii) signing your acceptance form (online or returning in paper format), you are confirming your agreement to be bound by the Terms.

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 take precedence. 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)330 060 3100.

All of the terms and conditions below are relevant to your studies at BPP. However, we have highlighted 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 responsibility 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 10** below.
3. In the unlikely event that BPP cancels, discontinues or makes significant changes to your Programme your position is outlined in **Clauses 8 and 9** below.
4. The limitations on BPP's obligations to you are outlined in **Clause 13** below, for the purpose of this clause, BPP refers to its "liability".
5. BPP reserves the right to change the amount of Programme Fees on an annual basis.
6. If you are an International Student and you provide BPP with incorrect, misleading, or unverifiable documents, this may impact your right to a refund. This is outlined in **Clause 10.10**.
7. BPP operates a Bring your Own Device Policy (a copy of which is available [here](#)). Please ensure your device meets these requirements prior to Induction.

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 19 below.

Please be aware that if you are an apprentice, undertaking a BPP University apprenticeship, only clauses 9, 11.1.2, 11.1.4,

12, 13, 14, 15, 16, 17.1, and 18.3 to 18.16, of these terms and conditions will apply to your place on your BPP apprenticeship.

Please be aware that if you are studying on an Asynchronous Programme (as defined below), then Clauses 6 and 10, of these terms and conditions shall not apply to your place on your Asynchronous Programme.

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 resit 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, amounts payable to a professional body for industry or body specific examinations or re-sits, exemptions, examination entries and re-sit fees and any import duties, taxes and customs clearances which may be payable;
- **"Asynchronous Programme"** means a BPP Programme which allows students to access Programme Materials and complete assignments at their own pace and on their own schedule, as such the learning and teaching do not take place at the same time and in the same location as the tutor and other students;
- **"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, from time to time, forms 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 or on your behalf, if applicable, or as otherwise communicated to you, 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;

- **“GARS”** means the General Academic Regulations of BPP as amended from time to time;
- **“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, your first day of teaching (including any online teaching). Your Induction may coincide with Registration;
- **“International Student”** means a person who is a non-UK or non-Irish National, subject to any ongoing changes implemented as a result of Brexit (please see clause 10 for more information), who has limited leave to remain in the United Kingdom;
- **“Interruption of Studies”** means where you take an authorised break from your Programme, in accordance with the process outlined in the UPPs with a view to returning in the near future;
- **“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 have been communicated to you 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, or on behalf of, BPP or any BPP Group Company 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 and for International Students after the collection of immigration documents;
- **“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;
- **“UK”** means the United Kingdom;
- **“UPPs”** means the University Policies and Procedures as amended from time to time;
- **“VAT”** means Value Added Tax or any applicable

replacement and/or equivalent tax which applies to the Programme Fees or Additional Charges;

- **“Website”** means www.bpp.com, and/or any website operated by BPP or any member of the BPP Group, including subdomains (e.g. learn.bpp.com);
- **“Website Terms of Use”** means the terms of use available at <https://www.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. (i) make a payment (deposit or in full) or (ii) sign your acceptance form (online or returning in paper format);
 - 2.1.2. pay in cleared funds to BPP (or other member of the BPP Group where applicable for Asynchronous Programmes) the Deposit (if a Deposit is payable); and
 - 2.1.3. send a copy of your passport to your Admissions Officer or to admissionsdocuments@bpp.com.
- 2.2. If you are an International Student, in addition to your obligations set out in Clause 2.1 and Clause 10, 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 Clauses 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. Regardless of the position set out at Clause 2.4, your place on the Programme is subject to you satisfying the conditions set out in Clause 11.1.1.

3. Deposit Payment Terms (if applicable)

- 3.1. The Deposit requirements of your Programme will be specified to you in your Offer Email. If a Deposit is payable, the Deposit can be paid: (i) using a credit or debit card online; (ii) by the methods set out in your Offer Email; or (iii) over the telephone by contacting Admissions on +44 (0)330 060 3100. Please be aware that BPP does not accept cheque, cash payments or cash deposited over the counter at any bank.
- 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 BACS in cleared funds from the date when you either (i) make a successful payment online at the BPP payment 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 4.6 or 8.7.
- 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.

4. Programme Fees Payment Terms

- 4.1. Your Offer and/or Confirmation Email will set out your Programme Fees for each Academic Period. Programme Fees are quoted in pounds sterling and are inclusive of VAT (if applicable) 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 in line with the dates set out in your payment plan, as set out in your Offer and/or Confirmation Email, for the duration of the Programme.
- 4.3. The provision of the Programme is conditional 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 and the UPPs and the GARs, if any sum payable in respect of the Programme Fees is not paid in cleared funds on or before the date specified in your payment plan (as set out in clause 4.2), BPP (acting through any of its staff) reserves the right, without delay and at BPP's sole discretion, to suspend the provision of the Programme to you and refuse you entry to the Programme, and refuse the grant of any award, or provide any transcript in respect of the Programme. Please be aware that BPP does not accept cash payments. In the event a credit or debit card transaction being declined by your bank, funds will not be deemed to have cleared. BPP shall not be financially responsible for any bank charges that may apply to you as a result of a declined credit or debit card transaction.
- 4.4. BPP reserves the right from time to time (and specifically each Academic Period) to change the amount of the Programme Fees. BPP shall notify you of any increases in the Programme Fees, as soon as practicably possible. Programme Fees are likely to increase for every new Academic Year and for new intakes of each Programme. However, for the avoidance of doubt, the Fees outlined to you in your Offer Email are those which will apply to you during your course of study, subject to you deferring or taking an Interruption of Studies.
- 4.5. BPP makes no guarantees that Programme Fees will remain the same, (i) every Academic Year of your Programme, or (ii) in the event you defer or take an Interruption of Studies or defer to a later Academic Year following acceptance of these Terms.
- 4.6. 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.
- 4.7. If you are a sponsored student and your Sponsor fails to pay the Programme Fees, you will be responsible for payment of the Programme Fees.

4.8. 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, and/or examination re-take 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. BPP is unable to control the prices charged by such professional bodies and third parties, and therefore from time to time, we may communicate to you any increases in these fees.

4.9. Students do not have any right of set off in respect of Programme Fees, or the right to withhold Programme Fees. This also includes cases where you have an open complaint or appeal with BPP.

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 +44 (0)330 060 3100; or
 - 5.2.2. Emailing admissions@bpp.com or internationaladmissions@bpp.com for International Students.
- 5.3. If you cancel your purchase within the Cancellation Period, you will be responsible for the return of 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 also be responsible for the cost of returning any goods to BPP unless BPP has 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 (such value to be determined by BPP acting reasonably), 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. BPP will not make refunds using alternative payment methods nor make refunds into an account other than the account from which the payment originated. Refunds will be paid within 28 calendar days of BPP accepting your notice to cancel. The period for refund will increase to 35 calendar days if you are using a non-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 28 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, for example by attending classes, and the service has been fully performed. If express consent has been given but the service is only part performed, you will be responsible to pay for the portion of 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.

Between 4 weeks prior to the start date and the start date of the subsequent Academic Period	You will be responsible for paying 10% of the Programme Fees for the subsequent Academic Period
Between the start date and 4 weeks after the start date of the subsequent Academic Period	You will be responsible for paying 25% of the Programme Fees for the subsequent Academic Period
Between 4 weeks after the start date and 10 weeks after the start date of the subsequent Academic Period	You will be responsible for paying 50% of the Programme Fees for the subsequent Academic Period
Between 10 weeks after the start date and 20 weeks after the start date of the subsequent Academic Period	You will be responsible for paying 75% of the Programme Fees for the subsequent Academic Period
After 20 weeks after the start date of the subsequent Academic Period	You will be responsible for paying 100% of the Programme Fees for the subsequent Academic Period

6. BPP's Refund Policy

6.1. In addition to your rights under Clause 5, in your first Academic Period, BPP offers the below refund policy on any of its Programmes which exceed 20 weeks in duration. For Programmes that are less than 20 weeks in duration your Programme Fee Responsibility is indicated with "**":

Time of Cancellation	Programme Fee Responsibility
During the Cancellation Period*	You will receive a full refund
Between the end of the Cancellation Period and 4 weeks prior to Induction*	You will receive a full refund minus your Deposit
Between 4 weeks prior to Induction and Induction*	You will be responsible for paying 10% of the Programme Fees for that Academic Period
Between Induction and 4 weeks after Induction	You will be responsible for paying 25% of the Programme Fees for that Academic Period
Between 4 weeks after Induction and 10 weeks after Induction	You will be responsible for paying 50% of the Programme Fees for that Academic Period
Between 10 weeks after Induction and 20 weeks after Induction	You will be responsible for paying 75% of the Programme Fees for that Academic Period
After 20 weeks after Induction	You will be responsible for paying 100% of the Programme Fees for that Academic Period

6.2. Where your Programme has more than one Academic Period, BPP offers the following refund policy for subsequent Academic Periods:

Time of Cancellation	Programme Fee Responsibility
Between the end of the First Academic Period and 4 weeks prior to the start date for the subsequent Academic Period	You will receive a full refund for the subsequent Academic Period

6.3. You may cancel your place on a Programme at any time, subject to the Programme Fee Responsibility set out in clauses 6.1 and 6.2. You will not be required to pay the outstanding Programme Fees for subsequent Academic Periods (if applicable). Any Programme Fees which you have paid in excess of your Programme Fee Responsibility for that Academic Period will be refunded to you in accordance with Clause 5.5. 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.

6.4. If the duration of your Programme is 20 weeks or less, you may cancel your place on the Programme at any time, however, your Programme Fee Responsibility will be as set out in clause 6.1 (marked with "**"). Once the date of Induction has passed you will be responsible for 100% of the Programme Fees.

6.5. All Programme Fees paid in respect of previous Academic Periods (including Academic Years where applicable) are non-refundable in any circumstances. You will remain responsible for payment of 100% of any unpaid Programme Fees for previous Academic Periods including Academic Years (where applicable), regardless of whether you are permitted to cancel your place on a Programme in a subsequent Academic Period/Year.

6.6. You may cancel your place on the Programme pursuant to Clause 6 by using one of the methods outlined in Clause 5.1.

6.7. 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 your Programme Fees to any other person.

6.8. BPP reserves the right to use its discretion to determine whether to make refunds in exceptional circumstances which fall outside of 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 to cancel your place.

7. BPP's Deferral and Transfer Policy

7.1. In addition to your rights under Clauses 5 and 6, BPP also offers the following deferral and transfer policy on its Programmes:

Time Period	Right to Defer	Right to Transfer
For Programmes less than 20 weeks in duration		
Anytime prior to Induction for your First Academic Period	Deferrals permitted subject to clauses 7.2 to 7.4	Transfers permitted subject to clauses 7.6, 7.7 and 7.10
After Induction	No right to defer	No right to transfer
For Programmes more than 20 weeks in duration		
Anytime prior to Induction for your First Academic Period	Deferrals permitted subject to clauses 7.2 to 7.4	Transfers permitted subject to clauses 7.6, 7.7 and 7.10
After Induction	No right to defer	Transfers permitted subject to clauses 7.8 to 7.10

7.2. You may defer the start date of your Programme at any time 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**"). Deferrals will not be permitted after this time, but you may (subject to complying with any requirements set out in the UPPs and GARs) apply for an Interruption of Studies.

7.3. 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 required 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. If you have been provided with any Online Study Materials prior to your deferment, your access to such Online Study Materials will be withdrawn until you Register for the Deferred Programme.

7.4. You may only defer your Programme once and your Deferred Programme start date must be within one year of the date of your request to defer.

7.5. Please be aware that if you are an International Student, there may be additional implications for your VISA status if you defer your Programme or apply for an Interruption of Studies. Please seek additional advice from BPP staff before making such a decision.

7.6. You may transfer to a different BPP Programme at any time up to the date of 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 between the original Programme and the New Programme.

7.7. 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 required to pay the outstanding Programme Fees for your original Programme for that Academic Period or subsequent Academic Periods (if applicable) but upon conclusion of a new contract between you and BPP in relation to your New Programme you will be required 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.

7.8. If your Programme duration is in excess of 20 weeks, you may also transfer to a different BPP Programme at an appropriate point after the date of your Induction, 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 between the original Programme and the New Programme 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.

7.9. Your Deposit (if applicable and if this is the first Academic Period 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.

7.10. For all transfers, 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.

7.11. The rules on changing Programmes (as set out in this Clause 7) also apply to any request to change location or change study mode. You will be liable to pay the Programme Fees (if higher) for the new location or mode. Where your Induction date has passed you will not receive a refund in respect of Programme Fees paid in relation to your original location or study mode.

7.12. All Programme Fees paid in respect of previous Academic Periods (including Academic Years where applicable) are non-refundable in any circumstances. You will remain responsible for payment of 100% of any unpaid Programme Fees for previous Academic Periods including Academic Years (where applicable), regardless of whether you are permitted to defer or transfer a Programme in a subsequent Academic Year.

7.13. In order to defer your place on the Programme you must notify BPP using the following contact details:

7.13.1. Telephone: +44 (0)3300 603100;

7.13.2. Email: admissions@bpp.com (or internationaladmissions@bpp.com for International

Students); or

numbers).

7.13.3. Post: BPP University Limited, St James Building, 79 Oxford Street, Manchester, M1 6FQ (for domestic students) and BPP University Limited, BPP House, Aldine Place, 142-144 Uxbridge Road, London, W12 8AA (for International Students).

7.14. Except as set out in Clauses 5, 6 and 7, no cancellations, deferrals or transfers will be permitted for a Programme.

7.15. BPP reserves the right to use its discretion to determine whether to make deferrals or transfers in exceptional circumstances which fall outside Clause 7 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.

8. Changes to Programmes and Discontinuing Programmes (excluding changes under clause 9)

8.1. 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.

8.2. Where changes to a Programme are significant, BPP will provide you with 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.

8.3. Significant changes are changes which involve:

8.3.1. A decision to close or discontinue a Programme;

8.3.2. A decision to discontinue or add a core or compulsory module;

8.3.3. A decision to make significant changes to the study mode or physical location where the Programme is taught;

8.3.4. A decision to make significant changes to the method by which a Programme is taught or assessed; and

8.3.5. A major restructuring of a Programme.

8.4. BPP might be obliged to make such changes for reasons outside its control, including but not limited to:

8.4.1. as a result of a commissioning or accrediting body; or

8.4.2. to reflect changes or advancements to, the theory in an area of research, practices around the subject matter or its delivery.

8.5. BPP reserves the right to discontinue or cancel a Programme (or elective or module within a Programme) or significantly vary the Programme in the following (or other similar) circumstances:

8.5.1. those set out in Clause 8.4;

8.5.2. if the educational experience of a student is likely to be impaired if the Programme were to run;

8.5.3. if there are changes to the availability of a particular physical location or study mode; or

8.5.4. if it is not commercially viable for BPP to run the Programme (including due to insufficient student

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.

8.6. 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) significant change to the Programme as detailed in the Prospectus that is likely to have an effect on your application/place.

8.7. 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 responsibility for payment of Programme Fees and will be entitled to a refund in the Programme Fees paid. This will be BPP's entire obligation and financial liability to you.

8.8. 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 responsibility for payment of Programme Fees and will be entitled to a refund of the Programme Fees already paid. This will be BPP's entire responsibility to you.

8.9. 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 the proposed Induction date of the Programme:

8.10. If BPP makes significant changes in accordance with Clause 8.3 above within three months of the proposed Induction date of the Programme, 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 responsibility for payment of future Programme Fees and will be entitled to a refund of the Programme Fees already paid.

8.11. If BPP discontinues or cancels your Programme within three months of 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 responsibility for payment of future Programme Fees.

8.12. 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:

- 8.12.1. in accordance with Clause 13 of these terms and conditions;
 - 8.12.2. 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
 - 8.12.3. you have complied with your duty to mitigate your losses as far as reasonably possible.
- 8.13. 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.
- 8.14. 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. This credit note will remain valid for 12 months after which time it will automatically expire. No cash alternative will be offered.

Section C: Substantial changes to/or Closure of a Programme after the proposed Induction date of the Programme:

- 8.15. If BPP makes significant changes in accordance with Clause 8.3 above 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 responsibility for payment of future Programme Fees and will be entitled to a refund of the Programme Fees already paid.
- 8.16. If BPP discontinues or cancels your Programme 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 responsibility for payment of future Programme Fees.
- 8.17. 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 C will only be provided:
- 8.17.1. in accordance with Clause 13 of these terms and conditions;

- 8.17.2. 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

- 8.17.3. you have complied with your duty to mitigate, limited to the extent and value of your losses as far as reasonably possible.

8.18. 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.

8.19. 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. This credit note will remain valid for 12 months after which time it will automatically expire. No cash alternative will be offered.

8.20. In the unlikely event that this Clause 8 applies, BPP shall contact you, 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.

8.21. Nothing in Clauses 8.10 to 8.20 affects your rights as a consumer.

9. Changes to Programmes caused by Force Majeure

9.1. In some cases, BPP may have to make changes to your Programme for reasons outside of its control. This would include (but is not limited to) changes required as a result of: pandemics, epidemics or other local health emergencies (including but not limited to Covid-19); earthquakes, fires, flood or other natural disasters or Acts of God, terrorist attack, war, industrial action (but not including that of BPP's own employees) riot, rail/transport strikes or interruption or failure of utility or internet/IT service.

9.2. As a result of any of the above, BPP may be required to make changes to your Programme that it (in its sole discretion, acting reasonably) deems necessary to ensure the safety of students and staff and/or comply with government or local authority rules or guidance. Examples of the changes that may be required are (but are not limited to):

- 9.2.1. Removing or restricting face to face teaching or assessments and replacing or supplementing with online, remote or other virtual teaching and assessments (including the use of remotely proctored exams);

- 9.2.2. Changing methods of communication with you (for example using telephone communication instead of emails);

- 9.2.3. Restricting the numbers of students who can attend any location/premises at a given time (for example limiting or staggering numbers of students in classrooms, exam venues, libraries, IT rooms, graduation ceremonies or other student areas);

- 9.2.4. Requiring students to study or sit assessments at an

alternative BPP centre, location, or study mode;

set out in Clause 10.7

- 9.2.5. Making changes to teaching/assessment timetables (including providing teaching/assessments on evenings, weekends or outside of usual term time);
- 9.2.6. Restricting or cancelling access to BPP facilities (such as BPP centres, libraries or IT rooms); and
- 9.2.7. Requiring students to comply with health and safety measures, which include, but are not limited to: wearing personal protective equipment or face coverings (where no exemption applies); complying with social distancing measures; taking part in health surveillance (such as temperature checks; engaging in routine testing and providing details for contact tracing); complying with reporting requirements (such as notifying BPP of positive test results or suspected cases of illness); and complying with any additional hygiene requirements (such as hand washing).

9.3. BPP will give you as much notice of changes as is possible in the circumstances, but will not offer any discount, refund, other compensation, or be obligated to you, where changes to your Programme or failure by BPP to comply with these Terms is caused by reasons outside of its reasonable control.

10. Additional Clauses that apply to International Students only

- 10.1. If you are an International Student, then the following additional terms in this Clause 10 shall also apply to you and to the extent that there is conflict between this Clause 10 and Clause 2.2, and the rest of the Terms, the terms in Clause 10 and Clause 2.2 shall take precedence.
- 10.2. It is your responsibility to obtain any necessary visa or other leave to enter or remain in the UK. BPP cannot be held responsible for any failure or delay in you obtaining a visa or other leave. Information on the visa application process is available at www.gov.uk/visas-immigration. You may also access the following resources for additional advice and support:
 - 10.2.1. <https://www.gov.uk/student-visa>;
 - 10.2.2. <https://www.ukcisa.org.uk/>; or
 - 10.2.3. <https://www.gov.uk/find-an-immigration-adviser>
- 10.3. Please note that, as a consequence of Brexit, if you are not eligible for the EU Settlement Scheme (Settled and Pre-Settled status), then you will need to apply for a visa to study in the UK.
- 10.4. BPP reserves the right to make changes to this Clause 10 as required by UK or other applicable law and such updates will be published on the Website or otherwise notified to you.
- 10.5. BPP will only issue a Confirmation of Acceptance of Studies (“CAS”) once BPP has received from you and verified:
 - 10.5.1. your qualifications and immigration documents as set out in Clause 2.2 above;
 - 10.5.2. that you otherwise meet the requirements as set out by UK Visas and Immigration (“UKVI”) as amended from time to time; and
 - 10.5.3. that you have paid the first installment of your Programme Fees and the Deposit (if applicable) as

- 10.6. BPP shall decide, acting reasonably, whether to issue a CAS to you (even if you meet all of the requirements set out in Clause 10.5). BPP’s decision shall be final and in the event of a refusal, BPP shall have no obligation or financial liability to you (save as provided in Clause 10.7).
- 10.7. In addition to the Deposit (if applicable), International Students who require a Student 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 10.9, 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 financial obligation or liability to you. The Deposit will be non-refundable in order to cover administrative costs incurred by BPP.
- 10.8. You must inform BPP 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.
- 10.9. If you are refused your Student Visa application (overseas or in the UK) 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:
 - 10.9.1. You inform us of this at least 1 Working Day before your Programme start date; and
 - 10.9.2. You send a refund request by e-mail to internationaladmissions@bpp.com within 4 weeks of the date upon which you are refused a Student Visa, with a copy of the Embassy/ High Commission/UKVI document that confirms the refusal of your visa application.
- 10.10. 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 we may refuse a refund.**
- 10.11. If prior to your enrollment or issue of a CAS, you provide BPP with incorrect, misleading or unverifiable documents or that you did not give us all relevant facts about your situation, you will be entitled to a refund of your Programme Fees already paid, minus an administrative fee of £2,000. This administrative fee covers BPP’s time and expense in processing and verifying your application, performing compliance checks and cancellation costs incurred by BPP.**
- 10.12. 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 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.
- 10.13. 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.

10.14. If you hold a Student Visa, you must ensure you meet BPP's Sponsored Visa Student Engagement Policy (as contained in the UPPs), ensuring you continuously engage with your academic studies throughout the duration of the Programme. If you do not comply with the Engagement Policy (determined at BPP's sole discretion), BPP may cancel your Registration and your CAS and inform the UKVI of this in order to comply with BPP's regulatory and compliance requirements.

10.15. If you are unable to meet the engagement requirements for any reason (including reasons such as illness, injury or pregnancy) you must let BPP know immediately. BPP is unable to waive the engagement 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.

10.16. Please note that applying to BPP does not guarantee you will obtain a visa nor does studying or completing your Programme guarantee you will obtain a Graduate or other post study visa. Other than as expressly set out in these Terms, BPP is not responsible or financially liable for any visa refusal or other inability or failure to obtain a visa.

11. BPP Rules and Regulations

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

11.1.1. 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;

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

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

11.1.3.1 the GARs and the UPPs;

11.1.3.2 [BPP's University Handbook](#);

11.1.3.3 [BPP's Computer Use Policy](#);

11.1.3.4 [BPP's Bring Your Own Device Policy](#); and

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

11.1.4. without limiting the generality of clause 11.1.3, you agree to abide by BPP's misconduct policies (as contained in the UPPs) and:

11.1.4.1 treat all BPP students and staff with respect; and

11.1.4.2 behave at all times in accordance with the BPP's policies.

12. Warranties

12.1. BPP will do all it reasonably can to deliver the Programme in accordance with the description given in the Prospectus and/or Website for the Academic Period in which you begin the Programme. However, BPP may be required to make changes to your Programme which it considers necessary, including (but not limited to):

12.1.1. to reflect changes to the theory, or new understandings in a particular subject field; and

12.1.2. changes required by a governing body, or a commissioning body through which you are required to take examinations.

12.2. BPP expects you to take reasonable care to verify that the Programme will meet your needs and any specific requirements that you have, and will not be responsible for any failure to do so.

12.3. 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, nor does your participation in a Programme guarantee your employment in your chosen profession. It is your responsibility to ensure that you meet the eligibility requirements of the relevant professional body. BPP will not be responsible for any failure for you to be accepted into your desired profession.

13. Limitation of liability

13.1. 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.

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

13.3. 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:

13.3.1. 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;

13.3.2. wasted expenditure;

13.3.3. loss of income or revenue (including loss of employment opportunities);

13.3.4. loss of business;

13.3.5. loss of anticipated savings; or

13.3.6. loss or corruption of data.

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

13.5. Save as to clauses 8.12, 8.17 and 13.1, 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.

13.6. Save as otherwise set out in this Clause and only in relation to Clause 8.12 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 by you or on your behalf) is limited to (i) for circumstances beyond BPP's control (including those listed in Clause 8.4); 25% 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: 100% 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).

13.7. Save as otherwise set out in this Clause and only in relation to Clause 8.17 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 by you or on your behalf) is limited to (i) for circumstances beyond BPP's control (including those listed in Clause 8.4); 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).

13.8. 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, Turnitin, and other products to assist your learning in data and technology specialisms.

13.9. You may be required to agree to third party terms and conditions, and a privacy policy, in order to use such Third Party Products. In such cases, in relation to the Third Party Products:

13.9.1. You hereby agree and acknowledge that any provision of access or linking to Third Party Products to you via BPP is on an "as is" and "as available" basis and that BPP gives no warranties, guarantees, representations or endorsements in relation to any Third Party Products. BPP will not be held responsible for any damage to your computer or loss of data that may arise from your use of the Third Party Products and BPP recommends that, as a matter of good practice, you back up your computer periodically to minimise the risk of losing important files and data.

13.9.2. You may be trained in the use of Third Party Products as part of your Programme. Any such utilisation of a Third Party Product during a Programme does not constitute or imply endorsement, recommendation or affiliation with BPP. While BPP will use reasonable skill and care when choosing appropriate Third Party Products to be used for training purposes, BPP is not liable for any loss or damages caused by your use of the said Third Party Products in connection with your Programme.

13.9.3. You hereby agree and acknowledge that these Terms do not authorise you to (and you will not)

reproduce, distribute, make available, create derivative works or otherwise exploit any Third Party Products and nor will you use the Third Party Products for any purpose other than in connection with the Programme and/or in breach of their terms of use. BPP will have no liability in such circumstances and you acknowledge that the owners of the Third Party Products may have the right to seek damages for any unauthorised use from you.

13.9.4. You hereby agree and acknowledge that as BPP has no control or input into the Third Party Products, BPP is not responsible for any loss or damage incurred as a result of your using the Third Party Products.

13.9.5. Use of the Third Party Products may result in your personal data being transferred by you directly to third parties. BPP will not be liable for any losses arising from a third party's treatment of any of your data in such circumstances.

13.9.6. Any liability in such cases will be between you and the provider of the Third Party Product, as governed by their terms of use.

13.10. 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 8.4 and Clause 9). This condition does not affect your statutory rights.

13.11. BPP requires that students seek to resolve any complaints informally in the first instance. In the event that the informal complaints process is unsuccessful, student's must follow BPP's formal Student Complaints Procedure, a copy of which can be found [here](#) (or as updated in the UPPs). You are required to exhaust BPP's complaints procedure before seeking to bring any legal action against BPP.

13.12. Appeals against admissions or academic decisions are dealt with by the Admissions and Academic Appeals Regulations which can be found [here](#) and [here](#) (or as updated in the UPPs). You are required to exhaust BPP's appeals procedure before seeking to bring any legal action against BPP.

13.13. Each provision in this Clause 13 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.

14. Disclaimer

14.1. BPP will not accept any responsibility to any party for the use by you of the Programme Materials provided for any purpose other than your training for educational purposes, including but not limited to the giving of advice by you to any third party, or the sale and distribution of your materials.

15. Intellectual Property

15.1. At all times, BPP (or a member of the BPP Group) 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.

- 15.2. 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.
- 15.3. 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.
- 15.4. All intellectual property rights created by you during your Programme of study with BPP and relating to your studies (including, but not limited to, notes and materials created in the course of your study, exam scripts, assessments and projects completed by you) will be jointly owned by you and BPP from creation. Therefore, any use of such by you other than for personal educational use throughout the duration of your Programme and upon its completion is not permitted without the prior written consent of BPP.

16. Confidentiality

- 16.1. 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 Office of the Independent Adjudicator, 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](#).
- 16.2. If you request a reference from BPP, you agree to waive your right to confidentiality for the purposes of providing the reference only and for BPP to process your personal data for that purpose and disclose it to the third party.
- 16.3. 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.

17. Data Protection

- 17.1. You agree that BPP and members of the BPP Group 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](#).
- 17.2. 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) or via the BPP Virtual Learning Environment or Hub, rather than any personal or nominated email address (or other means of personal communication), where it is required to disclose your personal data to you.

- 17.3. You agree to regularly check your BPP email address (and the VLE/Hub) and agree that BPP will not have any liability to you where, due to your failure to check your BPP email, or your logged in sections of the BPP websites including the Hub or VLE, you have suffered any loss or damage.

18. General

- 18.1. 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.
- 18.2. BPP reserves the right to recover any reasonable debt collection costs in connection with these terms and conditions.
- 18.3. Please note that it is your responsibility to check that the device you plan to use to access the Online Study Materials is compatible with any minimum specification requirements set out in BPP's [Bring your Own Device Policy](#).
- 18.4. BPP may update or amend the Terms from time to time to comply with changes to the law or to meet its changing business requirements as a result of regulatory or government requirements without notice to you. Any updates or amendments will be posted on the Website. In addition, your Programme (including any apprenticeship) may require you to sign additional written terms and conditions which will apply to your place on the Programme, in addition to the Terms.
- 18.5. Subject to Clause 18.4, the Terms replace 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.
- 18.6. You may not assign or sub-contract any of your rights or obligations under these Terms to any other person unless we agree in writing.
- 18.7. BPP may assign, transfer or sub-contract any of its rights or obligations under the Terms to any BPP Group Company at its discretion and without further notice to you.
- 18.8. 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.
- 18.9. If any provision of these Terms 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 these Terms, but without invalidating any of the remaining provisions of these Terms.
- 18.10. 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.
- 18.11. Any notices required to be served on BPP by you will be considered properly served if sent to BPP University Limited, Aldine House, Aldine Place, 142-144 Uxbridge Road, London W12 8AA or admissions@bpp.com.
- 18.12. A notice delivered personally is considered to be given on

the day on which it was left at the specified address in Clause 17.11 above.

- 18.13. A notice sent by post is considered to be given on the day it was posted as evidenced by you. A notice sent by e-mail is deemed to be given on the day it was sent.
- 18.14. The agreement between you and BPP will be conducted and concluded in English only.
- 18.15. 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.
- 18.16. The Terms, and any other matters arising out of or in relation to the Terms, are governed by and interpreted in accordance with the laws of England and Wales. In the event of a dispute, the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms.
- 18.17. 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 paid 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.
- 18.18. 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.

19. Contact Details

Telephone: 0330 060 3100

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; or

BPP University Limited, St James Building,
79 Oxford Street, Manchester, M1 6FQ