



NORLAND COLLEGE

**POSTGRADUATE STUDENT TERMS AND
CONDITIONS**

For study beginning 2026/27

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1. INTRODUCTION

- 1.1 This document sets out key aspects of the relationship between You and Norland.
- 1.2 It is therefore important that You read this document in full before accepting Your offer of a place. If there is anything said or written by or on behalf of Norland that You wish to take into account when deciding whether or not to accept Your offer, please seek written confirmation from admissions@norland.ac.uk beforehand. Please also contact admissions@norland.ac.uk if You have any questions regarding these Terms and Conditions or any of the other documents listed below.
- 1.3 Consumer rights: Norland complies with consumer rights legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable.
- 1.4 These Terms and Conditions together with the:
- 1.4.1 Offer letter;
 - 1.4.2 [Fees, Refund and Compensation Policy](#);
 - 1.4.3 [Course Specification](#); and
 - 1.4.4 [Norland's Student Policies and Procedures](#),
- form the basis of a contract between You and Norland for the provision of educational services in respect of our MA Early Childhood Education and Care (Distance Learning) (the "**Contract**").
- 1.5 The Contract is subject to these Terms and Conditions and a legally binding contract between You and Norland is formed when You accept the offer of a place.
- 1.6 You can contact us by telephone on 01225 904040 or by email at enquiries@norland.ac.uk, or by post at Norland College, 39–41 Upper Oldfield Park, Bath BA2 3LB.

2. TERMINOLOGY

- 2.1 In these Terms and Conditions, the following terms have the following meanings:

"Additional Costs"	has the meaning set out in Clause 12.2
"Cancellation Period"	has the meaning set out in Clause 10.1
"Contract"	has the meaning set out in Clause 1.4
"Course Specification"	means subject to these Terms and Conditions, the description of the course set out on our website as at the date You accept Your Offer
"Enrolment"	occurs when You have fulfilled any conditions of Your accepted offer and submit a completed Enrolment Form for the academic year specified in Your offer letter. For students enrolling onto the MA Early Childhood Education and Care (Distance Learning) degree, enrolment takes place online on the first day of the first module
"Force Majeure Event"	has the meaning set out in Clause 21.2
"Norland", "We", "Us" or "Our"	means Norland College Limited, a company registered in England and Wales (00193170) with its registered office at York Villa, York Place, London Road, Bath & NE Somerset BA1 6AE

"Norland's Student Policies and Procedures"	means our rules, policies, procedures and other regulations in force from time to time that are relevant to the course and that are made available to You on our website or otherwise provided to You
"Re-enrolment"	occurs each September and involves enrolled students confirming the continuation of their studies at Norland before a published deadline
"Student", "You" or "Your"	means the person who has been offered a place at Norland and has signed the Acceptance Form

2.2 Enrolment occurs when You have fulfilled any conditions of Your accepted offer and submit a completed Enrolment Form for the academic year specified in Your offer letter on the first day of the first module.

2.3 Writing includes emails. When We use the words "writing" or "written" in these terms, this includes emails.

2.4 This contract will automatically terminate with immediate effect in the event that You fail to re-enrol on Your course by the annual published deadline. We will notify You in writing in advance of the relevant deadline.

3. **INTERNATIONAL STUDENTS**

3.1 **Visa Requirements**

Norland will not sponsor Student visas for the MA in Early Childhood Education and Care (Distance Learning) as this is a fully online, distance learning course that does not require in-person study.

3.2 If You are living outside the UK, You will not require a Student visa to study the MA in Early Childhood Education and Care (Distance Learning) as this course is a fully online, distance learning course, enabling you to study outside of the UK.

3.3 If you wish to visit the UK for short periods to take part in study-related activities, such as attending graduation, you may enter as a Standard Visitor. You will be responsible for applying for the visa, ensuring you meet the eligibility requirements and only undertaking permitted activities. Further information on the Standard Visitor visa route is available on the [UK government website](#).

3.4 If You are living in the UK, You must have the legal right to study in the UK for the full duration of the course, regardless of nationality. On enrolment You must provide Norland with original evidence of Your right to study in the UK. This includes Your current passport and, where applicable, travel documents, a valid UK visa, or a valid right-to-study share code allowing Norland to access and download Your digital immigration status. You must comply with all reasonable requests by the deadlines stated. If You fail to provide satisfactory evidence of your entitlement to study in the UK, Norland reserves the right to withdraw your offer and regard any subsequent registration as null and void.

3.5 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, Norland may refuse to admit, enrol, or re-enrol you, or may, on written notice, suspend or terminate your studies. If the Offer is withdrawn, Norland refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your legal immigration status and your ability to enter, study, work and/or remain in the UK.

3.6 If You are allowed to enrol on the course using immigration permission that permits study in the UK and that permission expires before the course end date, You are responsible for ensuring that You meet all requirements to extend Your immigration permission before it expires. Norland reserves the right to suspend You from Your studies if you cannot demonstrate that You have valid permission to study for the full duration of the course.

- 3.7 If you interrupt your studies, or are suspended or expelled from the course, Norland may report this to the UK Home Office and Your immigration status may be affected.
- 3.8 You must inform Norland immediately of any change to Your immigration status or personal contact details by contacting the Student Records, Data and Visa Manager. You must also provide the Student Visa Manager with copies of all correspondence received from the UK Home Office relating to:
- 3.8.1 Your current immigration status;
 - 3.8.2 any application to switch to another immigration category; or
 - 3.8.3 Your permanent departure from the United Kingdom.
- 3.9 If there is any other change to Your UK immigration status during the duration of your course, You must inform Norland at the earliest opportunity.
- 3.10 For the avoidance of doubt, Norland shall not be responsible for any changes to the UK Immigration Rules which result in You no longer being eligible to study in the UK.

3.11 **Qualifications and English Language Requirements**

You must provide satisfactory evidence of Your qualifications, including a valid and verifiable English language test where required to the standard acceptable to Norland for postgraduate study.

4. **EQUALITY, DIVERSITY & INCLUSION**

- 4.1 Norland is committed to providing an inclusive and accessible environment and to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of Our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated. We take seriously our duty to implement reasonable adjustments to remove barriers that put students with disabilities at a disadvantage compared to those who do not have disabilities.
- 4.2 Norland will do all that is reasonable to ensure that Our culture, policies and procedures are made accessible to students who have protected characteristics and to comply with Our legal responsibilities under equality legislation.
- 4.3 Requests for adjustments by disabled students will be considered in line with Our duties under the Equality Act 2010, but We are only required to make adjustments that are reasonable for Us to put in place.
- 4.4 You agree to notify Norland during the application process and subsequently if at any time You become aware of, or suspect that, You have particular support needs or disabilities which may affect your ability to undertake all or part of Your course and will provide Norland with a copy of all written reports and relevant information. Norland may decline to offer You a place or You may be withdrawn from Norland if in the professional judgement of staff and after consultation with You, Norland is unable to provide adequately for Your needs. This may happen at any time before You start or during Your studies, if Your support needs change and, in the professional judgement of staff, those support needs raise Fitness to Study concerns.
- 4.5 If You have support needs or disabilities which may affect Your ability to undertake all or part of Your course, You are encouraged to disclose these and discuss them in full with the Norland admissions team at the earliest opportunity. Early disclosure of a disability during the admissions process means that Norland is more likely to be able to implement support before an individual's arrival at Norland.
- 4.6 Where You do not disclose Your disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, appropriately tailored support may not be able to be implemented until after You begin Your course.

4.7 Where, following appropriate assessment and consideration of reasonable adjustments, it is determined that Your support needs or disabilities (whether disclosed at the time of application, arising during the course of study, or worsening over time) prevent You from undertaking all or part of Your course, Norland reserves the right to:

4.7.1 defer Your entry to allow Norland time to make the necessary reasonable adjustments; and/or

4.7.2 refuse admission or withdraw an offer of a place; and/or

4.7.3 require the student to suspend or withdraw from their course.

4.8 Such cases will be assessed on a case-by-case basis under our Reasonable Adjustments Policy and Procedure and Fitness to Study Policy.

4.9 Find out about the support available to You if You have a disability. This information will help You consider Your offer.

5. **GENERAL**

5.1 The MA Early Childhood Education and Care (Distance Learning) degree will be delivered fully online via synchronous (tutorials that take place in real time) and asynchronous teaching sessions (sessions that can be accessed and completed independently, without waiting for other sessions to finish). There are no in-person study requirements for this course.

5.2 Due to the applied nature of the MA course, recent experience working with young children would be beneficial for the duration of the programme. This can be either in paid or voluntary employment.

6. **ADMISSION & ENROLMENT**

6.1 Offer of a place: Our offer letter to You sets out the steps You must take to accept Your offer of a place and whether the offer is subject to any reasonable conditions (such as: achieving certain grades or relevant experience or having the right to study in the UK) that We may require.

6.2 Acceptance: Acceptance of the offer and fulfilment of any conditions will entitle You to enrol with Norland for the academic year specified in Your offer letter.

6.3 Permission to enrol: You may not be permitted to enrol with Norland if You:

6.3.1 fail to meet any of the conditions specified in Your offer letter;

6.3.2 fail to complete Your Enrolment Form before the published deadline;

6.3.3 have a relevant criminal conviction as defined in and contrary to the Norland [Admissions Policy](#);

6.3.4 fail to pay the required tuition fees (or fail to provide information in relation to payment) as specified in these Terms and Conditions and the Norland [Fees, Refund and Compensation Policy](#); and/or

6.3.5 fail to provide a satisfactory Disclosure and Barring Service (DBS) check, or equivalent overseas procedure.

6.4 Permission to re-enrol: You may not be permitted to re-enrol with Norland if You:

6.4.1 are suspended from Norland;

6.4.2 have been withdrawn from Norland through a failure to meet academic requirements or for contravention of Norland's Student Policies and Procedures;

- 6.4.3 have committed or been convicted of a relevant criminal offence which, had it been committed at the time of Your application, would have precluded You from enrolment; or
- 6.4.4 have tuition fee debt or have contravened any other aspect of the [Fees, Refund and Compensation Policy](#).

7. DEFERRED ENTRY TO NORLAND

- 7.1 If You would like to defer your place after accepting Your offer, You can request to defer entry to the next academic year by contacting admissions@norland.ac.uk. Only one deferral request will be permitted, after that You will be required to submit a new application. Please note that deferral requests are accepted up to the published offer acceptance deadline. Any deferral requests after the published offer acceptance deadline may be considered at our discretion.
- 7.2 If You defer Your start date to a new academic year, then You will be required to pay the tuition fee applicable to that year of entry. You will be sent an offer letter stating the applicable tuition fee for Your year of entry.
- 7.3 You will be required to confirm that You have read, understood and accepted the terms and conditions applicable to that specific year of entry, which may differ from the version of the terms and conditions presented here.
- 7.4 If You are allowed to enrol on the course using immigration permission that permits study in the UK and that permission expires before the course end date, You are responsible for ensuring that You meet all requirements to extend Your immigration permission before it expires.

8. TERMINATION BY YOU

Cancellation Period

- 8.1 You have the right to cancel the Contract and Your acceptance of a place at Norland for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day You accept an offer from Norland.
- 8.2 To cancel the Contract during the Cancellation Period, You must clearly inform Us in writing of Your decision to cancel before the Cancellation Period has expired. You can do this by:
 - 8.2.1 sending an email to admissions@norland.ac.uk; or
 - 8.2.2 completing and returning the Model Cancellation Form in Schedule 1 to these Terms and Conditions to Admissions, Norland, 39-41 Upper Oldfield Park, Bath, BA2 3LB.

Outside of the Cancellation Period

- 8.3 Automatic termination: This Contract will automatically terminate with immediate effect in the event that You fail to re-enrol on Your course by the deadline notified to You.
- 8.4 Termination by You: You may terminate this Contract and withdraw from Norland at any time.
- 8.5 You can cancel the Contract outside of the Cancellation Period by:
 - 8.5.1 sending an email to admissions@norland.ac.uk; or
 - 8.5.2 completing and returning the Model Withdrawal Form in Schedule 2 to these Terms and Conditions to Admissions, Norland, 39-41 Upper Oldfield Park, Bath, BA2 3LB.

9. EFFECTS OF CANCELLATION

9.1 Where We have provided Educational Services to You during the Cancellation Period

If the course is due to begin within 14 days from the date You accept the offer of a place at Norland then, by accepting Your offer, You are expressly agreeing that the course should begin within the Cancellation Period. If You then choose to cancel the Contract during the Cancellation Period, You will be liable to pay to Us a proportion of Your tuition fees. These will be the costs for the actual services provided up to the time You communicate to Us Your cancellation of the Contract, calculated as a proportion of Your tuition fees. We will return to You, after deduction of a proportion of Your tuition fees, the balance of the tuition fees without undue delay, and not later than 14 days after the day on which We are informed about Your decision to cancel.

9.2 Where We have not provided Educational Services to You during the Cancellation Period

If You cancel the Contract within the Cancellation Period and We have not provided any services, We will reimburse to You in full any payment of tuition fees received from You, without undue delay, and not later than 14 days after the day on which We are informed about Your decision to cancel.

9.3 Where You Terminate the Contract after the Cancellation Period

9.3.1 If You cancel the Contract outside of the Cancellation Period, You may be liable for a proportion of your tuition fees.

9.3.2 Please refer to the [Fees, Refund and Compensation Policy](#) for more information about the treatment of tuition fees in the event of withdrawal.

9.4 Reimbursement

9.4.1 We will make any reimbursement due using the same means of payment as You used for payment to us, unless We expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

9.4.2 If You withdraw from Your course and are funded by the Student Loans Company, You will remain responsible for Your student loan and any outstanding tuition fees for the module in which you withdraw.

9.4.3 Further details can be found in the Fees, Refund and Compensation Policy.

10. OUR OBLIGATIONS

10.1 Provision of education: Norland will do all that is reasonable to provide an educational environment, tuition and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. Norland will exercise reasonable care and skill in providing educational services but cannot guarantee that the Student will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.

10.2 Continuation of Study: Norland has a [Student Protection Plan](#) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the Protection Plan can be found in our [policies, procedures and reports](#) section of the website.

10.3 Your course will be delivered fully online via distance learning, with no requirements for in-person study.

11. YOUR OBLIGATIONS

11.1 Compliance: You agree to comply with these Terms and Conditions and Norland's Student Policies and Procedures.

- 11.2 Behaviour: You agree to treat all members of the Norland community with dignity and respect and in accordance with the expectations set out in Norland's Student Policies and Procedures. You understand that Norland may take disciplinary action against You in the event that these obligations are breached.
- 11.3 Illegal Substances: Norland has a zero-tolerance approach to the possession, supply, purchase and/or use of illegal substances such as drugs. You understand that the possession, supply, purchase and/or use of illegal substances such as drugs will result in Your immediate expulsion from Norland, without the opportunity to re-enrol.
- 11.4 Attendance and Participation: Your course requires You to attend synchronous tutorials that take place in real time and asynchronous session that can be accessed and completed independently. You agree to attend and access all tutorials and assessment activities as set out in Our [Student Attendance Policy](#). You are also expected to undertake independent study in order to meet the learning and experience outcomes of Your course.
- 11.5 DBS Checks: You agree to complete and pay for a Disclosure and Barring Service (DBS) check as part of your enrolment and register for the Update Service within 28 days of receiving Your DBS certificate and pay the annual subscription, or equivalent overseas procedure,. If You do not renew Your subscription before it ends, You will need to apply for a new DBS check and register for the Update Service, or equivalent overseas procedure, again. The cost of this can be found in [MA in Early Childhood Education and Care \(Distance Learning\)](#) on Our website, and such cost is in addition to Your tuition fees.
- 11.6 Email Account: You agree to monitor Your Norland email account regularly.
- 11.7 Contact Information: You agree to keep Norland up to date with Your contact information.
- 11.8 In consideration of Norland providing the course You agree to pay the tuition fees and take responsibility for any Additional Costs associated with your study (see Clause 12 below).
- 11.9 Communication: You agree that all communication will be between You and Norland. It is not appropriate for parents/carers/partners or any other interested parties to communicate with staff in relation to any matter, with the exception of welfare/safeguarding concerns.
12. **FEES**
- 12.1 **General**
- 12.1.1 The amount of Your tuition fees is set out in Your offer letter. At the beginning of Your course, it is Your responsibility to make arrangements to pay Your tuition fees in accordance with the payment terms set out in these Terms and Conditions.
- 12.1.2 Tuition fees are set, reviewed and published by Norland on an annual basis.
- 12.2 **Additional Costs**
- You should be aware that there may be other costs associated with your study that are your responsibility, and which are not covered by the Fees or otherwise by these Terms. For example, you are required to have access to a laptop or desktop computer and a reliable Wi-Fi connection to fully engage with lectures and online learning materials or you may need to purchase books and/or other materials in connection with Your course; You may be required to pay for a DBS check; You may be required to make payments if you choose to attend Your graduation ceremony. If you have any questions in this regard, please contact the Norland admissions team: admissions@norland.ac.uk.
- 12.3 **Payment**
- 12.3.1 Tuition fees will be invoiced prior to the start of each module and are due at the start of each module, unless collected by direct debit.

- 12.3.2 Payment can be made by direct bank transfer, debit or credit card, cheque or via direct debit instalments.
- 12.3.3 Students may choose to spread the cost over monthly instalments during the academic year via direct debit, payable on or around:
- (a) Module 1: 1 October, 1 November and 1 December;
 - (b) Module 2: 1 February, 1 March and 1 April;
 - (c) Module 3: 1 May, 1 June and 1 July;
 - (d) Module 4: 1 October, 1 November and 1 December;
 - (e) Module 5: 1 February, 1 March, 1 April, 1 May, 1 June and 1 July.
- 12.3.4 Some students may opt to pay all tuition fees at the start of the academic year.
- 12.3.5 It is Your responsibility to make arrangements to pay Your tuition fees in accordance with the payment terms and conditions set out in these Terms and Conditions.
- 12.3.6 All payments must be made using one of Norland's advertised payment methods which will be detailed in the invoice We send to You.

Non -Payment or Late Payment of Tuition Fees

- 12.3.7 If You do not pay Your tuition fees in accordance with the payment terms set out in these Terms and Conditions, Norland will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:
- (a) You may be prohibited from sitting examinations/submitting coursework;
 - (b) You may be prohibited from using learning facilities or services;
 - (c) You may be prohibited from accessing student support services;
 - (d) You may be prohibited from accessing online course content;
 - (e) You may be prohibited from attending classes;
 - (f) Your access to student records may be removed;
 - (g) You may not be allowed to enrol or re-enrol;
 - (h) You may not be allowed to graduate;
 - (i) Your results may be withheld; and/or
 - (j) We may not issue Your degree certificate.
- 12.3.8 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

13. VARIATIONS TO TUITION FEES

- 13.1 The tuition fees for the full duration of Your course are set out in Your offer letter. If You defer Your entry to the course, Norland reserves the right to increase Your tuition fees for your year of entry.

- 13.2 Any increase to tuition fees reflects the changes in costs of delivering the course, improving the educational services We provide, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew Norland's facilities (for example, the online learning environment) and inflation. Norland therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Clause 13.3 below).
- 13.3 Any tuition fee increase shall not exceed a 5% increase on the previous academic year's tuition fee.
- 13.4 Any tuition fee increases for subsequent years will apply to new students, students who have taken a break and are returning to their study or enrolling on a new postgraduate qualification, and those who have deferred their places.
- 13.5 Where a tuition fee increase is applied, Norland will aim to give affected students no less than three months' written notice before the start of the relevant academic year.
- 13.6 In that notification, We will explain Your right to end Your Contract should You choose to do so and provide details on how to contact Us to exercise this right. The effect of ending Your Contract is that You will not incur tuition fees for the next module and Your studies with Norland will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect.
- 13.7 If Your studies are interrupted or suspended for any reason, the fees when You begin or resume Your studies may have increased, on the basis set out above.
14. **COMPLAINTS**
- 14.1 Concerns & Complaints: It is always possible that despite our best efforts We might make a mistake. If this happens, please contact Us (details are in the procedures listed below) so that We can assist You as quickly as possible.
- 14.2 Applicants: Applicants who are unhappy with the way in which their application to Norland was managed may raise a complaint under the [Application Appeals and Complaints Policy](#).
- 14.3 Students: Students who have accepted an offer of a place may raise any concerns they have with their course or any other aspect of the service provided by Norland by following the [Student Complaints Procedure](#).
- 14.4 External Review: Students whose complaint(s) are not resolved under the Student Complaints Procedure may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office for the Independent Adjudicator (OIA).
15. **SUSPENSION**
- 15.1 Suspension: Norland may suspend You in accordance with Our [Student Disciplinary Regulations](#). Non-exhaustive examples of the circumstances in which Norland may decide to suspend a student include where it is deemed:
- 15.1.1 necessary to enable an investigation to be conducted into alleged misconduct; and/or
- 15.1.2 appropriate as a disciplinary sanction in its own right.
- 15.2 If You are suspended, You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, or take tests/examinations.
- 15.3 Appeal: A student may appeal a decision to suspend them in accordance with the Student Disciplinary Regulations.

16. **INTERRUPTION**

- 16.1 You may request to interrupt Your studies by following the Interruption to [Study and Withdrawal procedure](#).
- 16.2 Interruptions of less than 12 months are not normally permitted but will be considered on a case by case basis.
- 16.3 Norland reserves the right to require You to interrupt Your studies in line with the [Study and Withdrawal procedure](#). This may happen where there are concerns about Your health or ability to meet the [Fitness to Study policy](#).
- 16.4 If You interrupt Your studies during the academic year, You may be charged tuition fees on a pro rata basis up to the date of interruption. Any outstanding tuition fees must be paid within 14 days of the invoice date.

17. **TERMINATION BY NORLAND**

- 17.1 Norland may terminate the Contract and, on written notice, deem You withdrawn from Your course if:
- 17.1.1 You do not pay your tuition fees within 30 days of Us notifying You that Your tuition fees are outstanding or have contravened the terms of the Norland [Fees, Refund and Compensation Policy](#);
 - 17.1.2 You fail to meet the applicable Norland attendance requirements as set out in its Attendance Policy;
 - 17.1.3 You fail to meet the applicable Norland progression or award requirements, as set out in the Academic Regulations. This includes failure to obtain a satisfactory DBS check or reaching the maximum fail limits for any module or unit;
 - 17.1.4 You fail to meet the Norland Fitness to Study requirements set out in its [Fitness to Study Policy](#);
 - 17.1.5 a Force Majeure Event prevents Us from providing Your course for longer than one term or 16 weeks (whichever is shorter);
 - 17.1.6 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of Us asking You to do so;
 - 17.1.7 You no longer have immigration permission to study in the United Kingdom;
 - 17.1.8 You commit or are convicted of a criminal offence which had it been committed at the time of Your application, would have precluded You from enrolment;
 - 17.1.9 You have withheld key information or provided fraudulent, incorrect or misleading information to Norland.
- 17.2 If We cancel the Contract in accordance with Clause 17.1, You may be charged pro rata tuition fees up to the date of termination. We will invoice You for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. We will refund any tuition fees which You have overpaid (if, for example, You have paid Your tuition fees in advance) within 14 days of the date of termination.
- 17.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, or take tests/examinations.
- 17.4 Appeal against termination: You may appeal against Norland's decision to terminate the Contract under Clause 17.1 above in accordance with the arrangements set out in the [Student Complaints Procedure](#).

18. DATA PROTECTION

- 18.1 Privacy Notice: Norland has a [Student Privacy Notice](#) which explains how We will use Your personal data. Key information from this Privacy Notice is provided with the letter of offer. The Privacy Notice is also published on the Norland website. You must read the Privacy Notice in full before accepting Your place.
- 18.2 Information Sharing: Norland will share aspects of Your personal data with the Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies. The HESA Student Data Protection Notice can be found here: <https://www.hesa.ac.uk/about/website/privacy> and here: <https://www.hesa.ac.uk/about/regulation/data-protection/notices>
- 18.3 Right of access: You have the right to access the personal data about You that Norland holds in accordance with Data Protection legislation.

19. CHANGES TO NORLAND'S STUDENT POLICIES AND PROCEDURES

- 19.1 During Your course, We may update and replace our Norland regulations, and policies and procedures from time to time in order to ensure that Norland operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in Your interest. Changes to the Norland's Student Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of Your course (see Clause 20 for provisions concerning changes to the course).
- 19.2 Any changes made under this Clause 19 will normally come into effect at the start of the next academic year. Norland will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 19.3 The updated Norland's Student Policies and Procedures will be made available on the Norland website and may be publicised by other means so that students are made aware of any changes.

20. CHANGES TO THE COURSE

- 20.1 Once You have accepted Your offer, whilst We will use all reasonable efforts to deliver Your course as set out in the Contract, due to the time period between the publication of course advertising and marketing information and registration on Your course circumstances may arise where We are required to make changes to Your course. Examples of "changes" include changes to the content or structure of Your course, the timetable, or to the method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):
- 20.1.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
 - 20.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how Norland is required to operate because of changes to immigration rules or other laws/regulations;
 - 20.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - 20.1.4 where Norland decides for academic or operational reasons to revise the compulsory or optional modules that are available on Your course; and/or
 - 20.1.5 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the course or modules or services as described in the Course Specification.
- 20.2 Norland is committed to providing appropriately qualified staff to teach its course, but it does not commit to ensuring that any individual will teach on the course. Where these members of staff leave

Norland, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by Norland.

20.3 **Closure of the Course**

20.3.1 Once You have accepted Your offer, whilst We will use all reasonable efforts to deliver Your course in accordance with the Contract, circumstances may arise where We are required to close Your course. Examples of where course closure may be made or required are (without limitation):

- (a) where teaching becomes unavailable due to a Force Majeure Event (as defined in Clause 22.2); or
- (b) there are an insufficient number of students enrolled on the course meaning the continued running of the course would lead to an unsatisfactory student experience.

20.3.2 Any course closure and/or refund application in relation to a course closure would be considered in accordance with our [Fees, Refund and Compensation Policy](#) and [Student Protection Plan](#).

20.4 **Consequences of changes to the course or closure of the course**

Changes to the Course before Enrolment

20.4.1 If We have to change Your course, We will use reasonable efforts to ensure that changes are kept to a minimum, but if We need to make any substantial changes to Your course (as against the commitments made in Your offer and/or Course Specification and as reasonably determined by us) before You enrol at Norland, We shall bring the changes to Your attention as soon as possible and if You no longer wish to continue on the amended course, You may terminate the Contract and/or withdraw Your application for the course without any liability to Us for tuition fees and with Norland issuing You with a full refund of any and all tuition fees You have paid.

Changes to the Course or Closure of the Course Post Enrolment

20.4.2 Where changes or course closure is proposed or have to be made for the reasons outlined in Clauses 20.1 to 20.3 above, Norland will take all reasonable steps to minimise disruption to students (including where Your course is closed and Norland is unable to complete delivery of Your course, using reasonable efforts to, with Your consent, transfer You to a new course at an alternative higher education provider).

20.4.3 In the case of minor changes as reasonably determined by Us (for example, changing a module from compulsory to optional, changes to the timetable, module titles or minor variations to module content), We will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.

20.4.4 In the case of substantial changes as reasonably determined by Us, before implementing any such change, We will (where possible and appropriate) consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

20.4.5 If We make substantial changes to Your course (as against the commitments made in Your offer and/or Course Specification and as reasonably determined by us) after You have enrolled and You are unhappy with the changes such that You no longer wish to continue to study on Your course, You may end Your Contract with immediate effect by contacting emma.maskell@norland.ac.uk. The effect of terminating Your Contract is that You will not incur fees for the next or subsequent modules and You may be entitled to a full or partial

refund of tuition fees You have paid depending on the circumstances and We will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our [Fees, Refund and Compensation Policy](#)).

20.4.6 You should consider Your options carefully before terminating Your Contract in such circumstances.

20.5 **Compensation**

Where You terminate Your Contract pursuant to this Clause 20, You may be entitled to compensation pursuant to our [Fees, Refund and Compensation Policy](#).

21. **ACTS OUTSIDE OF OUR CONTROL**

21.1 Norland will do all that it reasonably can to provide Your course as described on our website and other documents issued by Norland to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that We are not able to provide Your course.

21.2 We shall not be liable to You for any failure in the delivery of the course arising from matters outside our reasonable control, provided We fully comply with our obligations under this Clause 21. Such events may include: industrial action which it is not within the capacity of Norland to resolve; severe weather, fire, civil commotion, riot, cyber attack, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

21.3 We would normally expect such Force Majeure Events to be short term and We will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on Your course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.

21.4 If a Force Majeure Event results in the complete inability to deliver Your course for a continued period of six weeks or more then You will be entitled to:

21.4.1 defer Your course, if You have not yet enrolled on to Your course;

21.4.2 interrupt Your studies if You are currently enrolled on Your course; or

21.4.3 terminate Your Contract with immediate effect by submitting the Student Interruption of Studies/Withdrawal Form in line with the [Interruption to Study and Withdrawal Procedure](#).

21.5 Should You terminate Your Contract pursuant to Clause 21.4, You will have no liability for the next or subsequent modules and You may be entitled to a full or partial refund of tuition fees You have paid depending on the circumstances and We will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our [Student Protection Plan](#)).

21.6 You should consider Your options carefully before terminating Your Contract, and You may wish to contact Vice Principal, Head of Learning, Teaching and Research to discuss this.

22. **LIMITATION OF OUR LIABILITY TO YOU**

22.1 Nothing in these Terms and Conditions will limit or exclude Norland's liability:

22.1.1 for death or personal injury arising from our own negligence; or

22.1.2 for fraud or fraudulent misrepresentation; or

22.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.

- 22.2 Norland shall not be liable and expressly excludes liability for:
- 22.2.1 damage to, theft and/or loss of Your personal property (including but not limited to personal possessions such as Your own IT equipment, bicycles or vehicles) unless caused by our negligence;
 - 22.2.2 for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of Norland;
 - 22.2.3 any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event, provided We fully comply with our obligations set out in Clause 21; and
 - 22.2.4 any losses which were not foreseeable to You and Us when this Contract was formed and losses are foreseeable if they are an obvious consequence of Norland's breach of this Contract. Norland does not accept liability for loss of opportunity or loss of profit.

23. **OTHER IMPORTANT TERMS**

- 23.1 Consumer rights: This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination do not meet the standards of consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 23.2 Nothing in these Terms and conditions affects Your statutory rights. If You wish to obtain independent advice You may contact the Citizens Advice Bureau.
- 23.3 Enforcement: If You or We delay any use of these Terms and Conditions it does not mean that either Norland or You has waived our rights and either party can use their rights at a later date.
- 23.4 Third party rights: Only You and Norland are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.
- 23.5 Jurisdiction: These Terms and Conditions are governed exclusively by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

MODEL CANCELLATION FORM

(Complete and return this form only if You wish to cancel the contract)

To: Admissions, Norland, 39-41 Upper Oldfield Park, Bath, BA2 3LB

Or email to admissions@norland.ac.uk

I give notice that I cancel our contract for the supply of educational services.

Name of student

Address of student

.....

.....

Signature of student (only if this form is notified on paper)

.....

Date

SCHEDULE 2

MODEL WITHDRAWAL FORM

The live withdrawal form can be found [here](#).

Checklist

Please select all that apply

- Have you discussed your intention to interrupt or withdraw with your personal tutor and the Vice Principal Head of Learning, Teaching and Research?
- If you are struggling financially, have you discussed potential sources of financial assistance with the Finance team?
- International students – Have you discussed the implications of your decision with the Student Records, Data and Visa Manager?
- If you are struggling academically, have you discussed how you might be able to 'catch up' with your lecturers and/or Student Support?
- Have you discussed the financial implications of your decision with the Finance Manager?
- I have read the Interruption to [Study and Withdrawal Procedure](#) and understand the implications of interrupting or withdrawing

Personal Information:

Student name: _____

Email address: _____ Contact telephone number: _____

Correspondence address:

Course Information:

Course title: **MA Early Childhood Education and Care (Distance Learning).**

Last date of access: Date of interruption/ withdrawal:

I am **withdrawing** from the programme and ending my studies

I am **interrupting** my studies, and expect to return on:

Reason for withdrawal/interruption:

Please explain your reasons for wishing to interrupt or withdraw from Norland:

Student Declaration

Checklist

- I have read and understood the [Interruption to Study and Withdrawal Procedure](#) and understand the implications of my decision
- I have discussed my decision with my personal tutor and Vice Principal Head of Learning, Teaching and Research and understand the advice I have been given
- I am aware of any financial/Visa implications of leaving Norland
- I understand that as I am interrupting/withdrawing from my studies at Norland, I must not make misleading statements such as 'I studied at Norland', without making it clear I have not completed my studies
- I understand that I must not make misleading statements such as 'I am a Norlander or Norland Nanny' and that I must make it clear that I have only partially studied for the MA Early Childhood Education and Care (Distance Learning) which does not lead to the award of Norlander or Norland Nanny status.

I understand that by signing this form I am formally interrupting from my studies at Norland:

Signed: _____

Date: _____

Once completed, please return this form to the Quality and Regulations Manager.