



## Fairfield School of Business

### Student Enrolment Terms and Conditions for Higher Education Courses

#### Version 2.5.3

Applicants must read and sign the final page to indicate they agree to the below terms and conditions. The signed terms and conditions should be returned to the Admissions Office prior to commencing any programme of study with Fairfield School of Business.

*The following should be read in conjunction with Fairfield School of Business' [Student-Protection-Plan](#), which sets out what you can expect if one of our courses or campuses closes, or the institution itself closes and exits the market, and how FSB will make arrangements for you to complete your studies if this happens.*

#### 1. EFFECT OF THESE TERMS

- 1.1. These terms & conditions (“the Terms”) apply to all students (“you”) enrolling with Fairfield School of Business (“FSB”, the “School”, “we”, “us”, “our”) on programmes leading to a recognised Higher Education award under the UK Framework for Higher Education
- 1.2. Together with the other documents to which they refer, these Terms form the contract between FSB and you, and the conditions that apply to your programme of study at FSB (“the Course”). If there is any inconsistency between these Terms and any other document generated by or on behalf of FSB, these Terms shall prevail.
- 1.3. FSB delivers higher education programmes under collaborative agreements with university partners (“awarding bodies”); all certificates of award will be issued by the awarding body and in its name and not by FSB.
- 1.4. In accordance with our collaborative agreements, you will be enrolled as a student of the awarding body, in which case you will be required to abide by the awarding body’s own terms and conditions in addition to these Terms. Where there is any discrepancy between these Terms, and those of the awarding body, the awarding body’s terms shall prevail.
- 1.5. FSB will rely upon the written Terms set out herein as the basis of our contract with you. Please read the conditions carefully before signing. If you require any clarification on any of the terms please speak to your recruitment adviser or email the School at

[info@fairfield.ac](mailto:info@fairfield.ac). If you have received any verbal waiver or modification of these terms it is essential that you ask for these to be put in writing beforehand. In this way any problems arising between you the student and FSB about what you are expected to do can be avoided.

- 1.6. No contract will exist between you and FSB until you formally reply to FSB accepting an offer, either by signing an Agreement or accepting the Offer through the online application system as appropriate to your method of application.
- 1.7. By signing these terms and conditions and accepting an Offer you formally agree to:
  - i. follow FSB's and its awarding bodies' rules, regulations and policies,
  - ii. ensure payment of all fees due by the dates specified,
  - iii. ensure that FSB has the correct personal and contact details for you at any given time, where applicable, provide proof of your, identity, qualifications and immigration status.
- 1.8. All applications must be signed by the student personally. All applications made online will be assumed to be made by the student in person. Under no circumstances will applications made for an individual by a third party (e.g. an agent or a relative) be accepted.
- 1.9. If you are studying on a Course which leads to profession that requires a DBS check, or your Course includes a placement that requires a DBS check, you will be required to provide the appropriate level of DBS disclosure as a condition of your admittance to that Course.
- 1.10. If, during or after your enrolment as a student at FSB we, or one of our awarding bodies, receives information that suggests you have not disclosed a criminal conviction, which is of a nature that: a. would disqualify you from working in the field to which your studies lead, and/or b. represent a risk to the safety and security of FSB's community, then we may require that you provide us with a DBS check.
- 1.11. Any required DBS check must be obtained at your expense and within any reasonable timeframe specified by us. More information about obtaining a DBS check can be read here: <https://www.gov.uk/guidance/basic-dbs-check-guidance-for-applicants>. If you request FSB to obtain a DBS Check on your behalf, please note that FSB uses the uCheck service, which will be charged to you at uCheck's fee rates, which can be read here: <https://www.ucheck.co.uk/pricing/>. Where a DBS check is required by FSB, the cost of this is not refundable.
- 1.12. Should the results of the Basic Disclosure check confirm that you have any convictions or any other negative results, then FSB shall be entitled to refuse to enrol you on the course(s) that such entry requirement is mandatory. If such an observation is made after you have enrolled on such a course that requires mandatory DBS without negative

records, FSB has the right to withdraw you from the Course and may also require you to leave our premises immediately. FSB will only charge your course fees up to the point of withdrawal.

### **Cancellation and Cooling-off Period**

- 1.13. FSB's admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; if you have applied through our online enrolment form or have accepted the offer by post or email subsequent to contacting our admissions department by telephone or email only, your acceptance of these terms will be treated as a 'distance contract'. In such cases after accepting an Offer you have the right to cancel your enrolment at any time up to 14 days after the course start date.
- 1.14. If you have requested and explicitly consented to early performance of the services below, then FSB will be entitled to charge you for the value of any such services provided at the time of your cancellation request.
- 1.15. If you decide to withdraw from your studies after 14 days from the course start date, this will be treated as a withdrawal and processed in accordance with the Withdrawals, Deferrals and Transfers Policy and Procedures applicable to your Course. You can access our policies by visiting <https://fsb.ac.uk/school-policies/>.
- 1.16. **IMPORTANT:** Your course fees, whether paid directly by you, by a sponsor on your behalf, or via a loan from the Student Loans Company, shall be paid to the awarding body of the course on which you have enrolled. Therefore, your liability for payment of fees, and any other conditions shall be in accordance with the awarding body's payment terms.

*More information on payment of fees is given in Section 6 of these terms.*

Once the above cancellation period has expired, you may terminate this agreement by notice at any time by post to our Head Office (Memo House, 1st Floor, Kendal Avenue, London, England, W3 0XA), or by email to [registry@fairfield.ac](mailto:registry@fairfield.ac).

### **Cancellation of this contract by us within 14 days of the Course Start Date**

- 1.17. You must demonstrate that you are committed to successfully completing your course by attending all of your classes. Before your classes commence, you will attend a mandatory induction session, which will prepare you for the course and familiarise you with our study facilities.
- 1.18. You are also required to demonstrate that you have the financial means to pay for your course and undertake study, including eligibility for financial support, by no later than 14 days after the start of your course.

- 1.19. FSB will [conduct](#) an attendance and engagement review panel within the first 14 days from the course start date. The panel will assess your overall engagement, enrolment status with both FSB and the awarding body, and your financial arrangements. Following this review, we will confirm your attendance to the awarding body, provided you have met the above requirements.
- 1.20. If you do not attend the induction, and/or you do not attend your classes immediately from the start of the course, and/or you fail to enrol with the awarding body on time, your attendance on the course may not be confirmed to the awarding body, and your offer of study may be withdrawn.
- 1.21. Any student withdrawn within the 14-day period who is in receipt of a maintenance loan from Student Finance England will be required to immediately pay back any loan received up to the date of withdrawal.

*For more information about your eligibility for a refund, please refer to FSB's [Tuition Fee and Refund policy](#).*

## **2. FSB'S OBLIGATIONS**

- 2.1. FSB shall:
  - 2.1.1. provide a high-quality course that aligns with the description given in any promotional material or by FSB's recruiters, and ensure that threshold academic standards for qualifications are consistent with the relevant national frameworks,
  - 2.1.2. enrol you as a student with your programme's awarding body provided you meet all entry requirements set by the awarding body at the relevant date of progression,
  - 2.1.3. make available to you such learning support facilities and services as are reasonably necessary for completion of the course. FSB shall be able to make variations from time to time to the services and facilities provided, and you agree that changes to such support facilities and services shall not be deemed to be substantial changes to this contract,
  - 2.1.4. take all reasonable steps to ensure that study programmes are delivered in full and meet the expectations students have when they accept an offer to study with the School. Most importantly it will ensure that students who successfully engage with their studies are not prevented from achieving the qualification due to them for reasons of:
    - i. Changes to a programme's content,
    - ii. Changes to, or loss of access to learning resources or campus facilities
    - iii. Changes to awarding body arrangements
    - iv. 'Teaching-out' of programmes for which there will be no further recruitment

### **3. ACCURACY OF INFORMATION ABOUT YOUR COURSE**

- 3.1. FSB makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study with us. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. FSB will always endeavour to keep any changes to such information to a minimum and to keep you informed appropriately.

### **4. YOUR OBLIGATIONS**

- 4.1. You are required to comply with your obligations under these Terms and to:
- 4.1.1. attend lectures, courses, tutorials, examinations and other activities which form part of the Course (subject to absence for genuine medical reasons or other special circumstances). If your attendance or participation on your Course is such that FSB believes that you will be unable to successfully progress or complete the Course, or you fail to respond adequately to FSB's attempts to seek your re-engagement with your programme of study, FSB may withdraw you from the Course without refund. If you are withdrawn from the course due to non-submission or poor attendance, you will remain personally liable for the fees for the year you are withdrawn, and any previously completed year.
  - 4.1.2. arrive for your classes on time, stay for the full duration of the session, participate in activities enthusiastically and engage according to the requirements of the module and the lecturer.
  - 4.1.3. complete and submit all course work required for the programme of study by published deadlines or inform an Assessment Officer where a situation arises that prevents you from doing so in accordance with FSB's procedures.
  - 4.1.4. provide FSB with an emergency contact name and details which may be used by FSB at its discretion and promptly update FSB of any changes to these contact details.
  - 4.1.5. notify FSB promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address.
  - 4.1.6. familiarise yourself with and agree to abide by all rules, regulations, and policies, and codes of conduct of FSB, and those of any awarding body that you are enrolled with through FSB. These will be made available on the Student Portal.
  - 4.1.7. comply with any professional standards, if applicable, in relation to the Course.
  - 4.1.8. behave appropriately whilst on FSB premises, cooperate with all of the efforts of FSB to comply with its Health and Safety obligations and comply with the Student Code of

Conduct set out in the Student Handbook, in the Student Code of Conduct & Disciplinary Procedures, and available on the FSB website and its Student Portal.

- 4.1.9. carry your FSB issued Student Identification Card (“ID Card”) with you at all times whilst on FSB premises or engaged in FSB activities and present it to authorised FSB staff if requested to do so and to not allow any other person to use this card for any reason whatsoever.
- 4.1.10. comply with any reasonable instructions issued to you from time to time by FSB.
- 4.1.11. tell FSB promptly, and in writing, in the event that you choose to withdraw from your course.

## **5. INTERNAL EU/EEA STUDENTS**

- 5.1. For students with limited leave to remain in the UK: You must provide evidence of your continuing leave to remain (i.e. a current Tier 4 or similar visa from another institution/spouse visa, etc. which has not been curtailed), on enrolment and whenever it is requested by FSB. You must promptly submit to FSB copies of any correspondence with the UKVI/the Home Office and to inform us of any changes to your immigration status. FSB may remove you from the Course without further notice and without refund if you fail to provide these on the dates required.
- 5.2. EU or EEA students who have not applied for or been accepted under the EU Settlement Scheme (the immigration scheme as established by the UK Government for EU and EEA citizens) and who plan to arrive in the UK from 1 January 2021 onward will be required to apply for a student visa in order to study on a course which is longer than 6 months.

## **6. FEES AND PAYMENT**

*FSB’s policy on fees is detailed in full in the [Tuition Fee and Refund Policy](#).*

- 6.1. You are individually responsible for payment of tuition fees and other charges and costs incurred during your Course, even where you have an agreement for sponsorship (e.g. with an employer) or student finance from Student Finance England. This means that should you lose or cancel your sponsorship, or your sponsor’s payment is delayed for whatever reason, you will be personally liable for payment of fees.
- 6.2. If you are enrolled on a course leading to an award from one FSB’s awarding body partners, then the registration fee for that awarding body will be covered by your tuition fee payment. This equates to:
  - 20% of your fee if you are studying on a Ravensbourne University London Course,
  - 25% of your fee if you are studying on a Bath Spa University Course,
  - 25% of your fee if you are studying on a Birmingham Newman University Course.

This arrangement shall have no material impact on the quality of your course and you can expect the same amount of contact time and level of service that you would receive if you were studying at the university.

- 6.3. If you are not entitled to government funding from the Student Loans Company you must make payment of the course fees on your own as set out in the offer (the Course Fees) for each year in full prior to each year's start date, unless you have agreed an instalment plan with your Courses' awarding body.
- 6.4. Irrespective of how you pay for your Course Fees (for example through a student loan or your own funds), your Course Fees do not cover possible additional fees which may be incurred, such as resit fees where you must retake an assessment pay any additional administration fees for the production of letters (£20 per letter, and £5 per duplicate), or DBS checks (if requesting FSB to obtain a DBS check on your behalf, as per clause 1.12).
- 6.5. In addition to the charges set out above, FSB may also take any or all of the following steps if you fail to pay the Course Fees or any instalment of an instalment plan:
  - i. immediately cancel any instalment plan and demand payment of the balance; suspend access to the library and computing facilities;
  - ii. not accept or mark the examination scripts and assignments/coursework; not enrol or reenrol you with the awarding body;
  - iii. not submit any unit/module results to the awarding body; withhold the final award certificate and transcript; suspend you from the Course;
  - iv. cancel your enrolment/refuse to re-enrol you, and remove you from the course;
  - v. pass your debt to a third party (e.g. a solicitor or debt collection agency) for collection at your expense.

## **7. FSB RULES AND REGULATIONS**

- 7.1. You are required, as a condition of accepting an Offer, to abide by all relevant codes, rules and regulations in place during the Course, or which may apply to you and your particular programme option. These shall include (but shall not be limited to) the following:
  - FSB and the relevant awarding body's Academic Regulations,
  - FSB's Tuition Fee and Refund Policy,
  - FSB's Student Complaints Procedure,
  - FSB's Student Code of Conduct and Disciplinary Procedure,
  - FSB's Academic Misconduct Policy and Procedure,
  - FSB's Health and Safety Policy,
  - FSB's Student Attendance Policy & Procedure, FSB's Library Regulations,
  - FSB's Data Protection Policies and policies relating to the use of IT facilities,

- FSB's Preventing Extremism and Radicalisation Policy,
- 7.2. All programme handbooks, codes, rules and regulations of any other relevant organisation or institution, if required as part of the course, as such codes, rules and regulations are amended from time to time.
- 7.3. For avoidance of any doubt, your removal from your course at FSB as a result of disciplinary action taken against you in accordance with the disciplinary procedures of FSB, shall not discharge you from your obligation to pay the outstanding course fees to FSB.

## **8. CHANGE OF CIRCUMSTANCES**

- 8.1. In addition to FSB's right to end the contract in accordance with Section 6 of these terms, FSB is entitled to end the contract immediately by notice in writing to you in the following circumstances:
- i. If there is a change in your circumstances between the acceptance of an Offer by you and the beginning of the course or if FSB becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of FSB makes it inappropriate for you to study on the course; or
  - ii. If you fail to notify FSB immediately of any convictions or changes in your status with the Disclosure and Barring Service that occur whilst you are registered as a student at FSB; or
  - iii. If, in the reasonable opinion of FSB, you have failed to provide FSB with all relevant information which could affect your acceptance on the course or have supplied false or misleading information relating to your application for the course.

## **9. PROVISION OF THE COURSE**

- 9.1. FSB will take all reasonable steps to deliver your Course in full and as it is described in our marketing material at the point you enter into a contract with us. However, under compelling circumstances we may need to make changes to your Course and to related services and facilities we provide to you.
- 9.2. There may be circumstances beyond FSB's reasonable control that would require us to alter our Contract with you to ensure that we can continue to deliver your Course; examples of such requirements would be (without limitation):
- to ensure that FSB complies with changes in the law or a court order,

- to meet requirements or guidance issued by a statutory or regulatory body (e.g. the Office for Students or Competition & Markets Authority), a funding body, or a directive from a UK Government department,
  - to mitigate the effects of disruptive actions by a third party not connected with FSB (e.g. train strikes, utility supply failures, criminal damage to our facilities or acts of terrorism, etc.)
  - to respond to an extraordinary or unforeseeable event over which FSB has no control (e.g. natural disaster, pandemic, civil unrest or damage to facilities caused by an extreme weather event).
- 9.3. In the event that circumstances beyond our reasonable control, such as those in 9.2, cause disruption to the provision of your Course and/or related services and facilities, we will seek to minimise the effect of the disruption and will make all necessary arrangements to ensure your Course is delivered in full. However, FSB shall not be financially liable to you for any loss, damage or expense resulting from any delay, variation or failure in the provision of your Course or any related services or facilities arising from circumstances beyond FSB's reasonable control.
- 9.4. FSB has continuity plans in place in the unlikely event that we no longer able to deliver your Course in full or certify your learning outcomes. Such events may include a loss of validation, or loss of facilities or resources up to and including FSB's closure and exit from the market. These contingencies are given within our [Student-Protection-Plan](#)
- 9.5. FSB's Courses are taught under collaborative agreements with our awarding body partners, who control the academic content of the Course and are responsible for keeping the curriculum up to date with current academic research, sector thinking and accepted practices. Where an awarding body makes changes to its Courses, FSB is contractually bound to implement these changes as directed by the awarding Body. The circumstances under which our partners may make changes to your Course are outlined in that awarding body's Terms which (as per 1.5) shall be brought to your attention.
- 9.6. If any of our partner Awarding Bodies propose to make a significant change to your Course (such as the removal of a module originally advertised), we will notify you as soon as possible, and in the case of the removal of a module, we will provide you with a suitable replacement module.
- 9.7. If we, or our Awarding Bodies make changes to your Course then we will consider the potential impact of these changes on the quality of the Course and your academic experience. We will also consider how such changes might affect the Course's value in terms of the profession to which it leads, or whether the changes would affect your ability to successfully complete the Course. In doing so, we may determine that:

- such changes that would not materially alter how the Course, related services or facilities are provided to you and will be communicated to you immediately as they are decided by us or notified to us by your awarding body; or
  - such changes would have a more significant impact on the way that we deliver the Course and other services and facilities to you, and we will consult with you directly, or indirectly via a student representative, and you may, depending on the circumstances, have the opportunity to respond to, and influence the nature or extent of these changes.
- 9.8. If there are not sufficient enrolments to make a course or module viable, FSB may be forced to cancel the course or module. If you have received an Offer for a Course which FSB discontinues prior to you registering at FSB, we will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement course or module for which you are qualified. If you are unhappy with the replacement course provided by FSB or if we are unable to provide a suitable replacement course, you may cancel the Contract and withdraw from the course without any liability for tuition fees.
- 9.9. FSB provides IT facilities to be used in the course of your studies for teaching and research activities, which may also be used for the creation of assessed work. We will keep this equipment in good order and up to date with the latest anti-malware and security features to prevent data loss or disruption to your studies.
- 9.10. Further to 9.9, you are required to abide by FSB's [Acceptable Use Policy](#) and take care when using this equipment (e.g. backing up work regularly, browsing carefully, not opening suspect links etc.); FSB may not accept liability for loss or damage occasioned by any misuse of our IT facilities by you that compromises the integrity and security of these systems.
- 9.11. Where personal use of FSB's IT facilities is permitted under our Acceptable Use Policy (such as personal browsing or errands, online shopping or use of personal email or social media), this shall be at your own risk and FSB shall not be liable for any loss or damages incurred through such use.
- 9.12. FSB understands the importance of maintaining clear and fair terms and conditions for all students who use our services. In the event that FSB breaches these terms and conditions, we acknowledge that compensation may be necessary to rectify any damages caused to the student. Such compensation shall be awarded in accordance with applicable consumer laws and regulations, ensuring that the students' rights are protected and upheld to the fullest.
- 9.13. FSB does not exclude or limit in any way liability for:
- i. death or personal injury caused by proven negligence of the school or the negligence of school employees, agents or subcontractors;

- ii. fraud or fraudulent misrepresentation; or
- iii. any other matter which the school is not permitted to exclude or limit liability by law.

## **10. UPON TERMINATION OF THIS CONTRACT**

10.1. Your rights and obligations under this contract will end, subject to your right of appeal, in the event that:

- You successfully complete your studies and have received your award certificate and transcript, and you have received any agreed post-graduation services from us; or
- You have withdrawn from your course for any other reason and any award or award of credit due to you has been made; or
- You have been withdrawn from the course owing to a failure to progress academically following a decision by an assessment board; or
- You have been withdrawn from your course owing to a serious breach of conduct (which includes a failure to attend your Course in line with [FSB's Attendance Policy](#)); or
- You have failed to enrol or re-enrol for your course by a deadline given to you by us.

10.2. The termination of this contract will not release either party from any obligation to settle an outstanding balance due to the other or affect the terms of any agreed payment plan.

10.3. In the event this contract ends for any of the reasons outlined in 10.1, you shall:

- return the Student Identification Card that was issued to you on enrolment, and any special equipment provided by FSB for use on your Course when requested; and
- no longer have access to our premises and facilities without prior permission or invitation by a member of FSB staff; and
- no longer have access to FSB's virtual learning environment or online resources and facilities, which includes your FSB email account (although your emails will be archived and may be retrieved as requested in accordance with our Data Protection Policy).

## **11. SPECIAL CONDITIONS**

- 11.1. You agree that you will abide by any special conditions relating to the course set out in the Offer, instalment plan, testimonial form, or any other supplementary contract agreed between you and FSB, and these shall be incorporated in this contract.

## **12. DATA PROTECTION**

- 12.1. FSB will only ever process your personal data in accordance with [FSB's Privacy Notice](#) and otherwise as permitted by applicable data protection law.
- 12.2. By accepting an offer of placement you understand that FSB may use and process personal data or information regarding you, including Special Category (i.e. data concerning your racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sexual orientation) and Criminal Offence Data while you are a student of FSB and after you have left FSB as set out in [our Privacy Notice](#). Any data FSB holds will be collected and processed in accordance with UK Data Protection Law.
- 12.3. Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared) as outlined in the School's Data Protection Policy and seek guidance from their tutor or supervisor where appropriate.

## **13. INTELLECTUAL PROPERTY**

- 13.1. FSB's brands and trademarks are owned and licensed by FSB. Our awarding bodies' brands and trademarks are owned and licensed by those awarding bodies.
- 13.2. Copyright in your course material and all other material on our website belongs to us.
- 13.3. No part of our website or your course material may be copied, reproduced or republished in any form or by any means, without obtaining our prior written permission. We reserve the right to bring legal action against you if you breach this obligation.
- 13.4. By entering into these terms and conditions you agree that the copyright in any images of you used on our marketing materials and website will belong to us.
- 13.5. You will own the copyright and other intellectual property rights vesting in content created by you in the course of and for the purpose of your studies with FSB, except content created:-
  - i. On courses that are part of an ongoing research programme (and this fact has been stated in the Offer):
  - ii. on or for a work placement,
  - iii. promotional materials created for FSB such as produced under 13.4 above.

13.6. In accepting these Terms you agree to grant FSB an irrevocable, world-wide, royalty free, non- exclusive licence to use, copy, edit, and distribute any material in which your intellectual property rights such as copyright may subsist, for academic, promotional, and other non- commercial purposes. You agree to execute any deed, assignment, or other documents necessary to effect such a licence on request by us.

#### **14. GENERAL**

14.1. If any provision of these Terms is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions within these Terms.

14.2. Any notice or other communication made under these Terms shall be in writing (including by email) and addressed to you at the last address notified by you to FSB and/or sent to your FSB email account, and shall be deemed to have been properly served:-

- if delivered by hand when left at that address;
- if sent by email, on the day on which it was sent, or if not a business day, the next business day thereafter;
- if made by pre-paid first class post, on the second business day after being posted to that address.

14.3. If you breach these Terms and FSB chooses not to exercise any right which it may have against you, that shall not prevent FSB from taking action against you in the future in respect of that breach or any further breaches by you.

14.4. These Terms are only enforceable by you and FSB. No other person shall have any rights in connection with these Terms.

14.5. FSB shall not be liable for any loss, theft, misuse or damage to your property while on FSB premises nor any injury or death not occasioned by the gross negligence of FSB, its office bearers, employees or agents. FSB shall not be responsible for any losses you would not have suffered had you taken reasonable steps to avoid or reduce such loss.

14.6. Only you and FSB are parties to this agreement. No other person or institution shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement.

14.7. Failure by you or FSB to enforce any breach of any terms of this contract shall not constitute a waiver of the said provision and further shall not prevent FSB from taking steps to enforce that or any other provision.

14.8. These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

## 15. APPEALS AND COMPLAINTS

15.1. As an enrolled student, should you wish to complain about the service you receive from FSB, you should refer to our [Student Complaints Policy & Procedure](#) and follow the procedures described. This procedure has been produced to help FSB resolve any complaints you may have as promptly, fairly and amicably as possible.

15.2. A separate Admissions Complaints Policy is available for applicants; this can be found in the FSB's [Recruitment and Admissions Policy](#).

15.3. If, having followed the Student Complaints Procedure to completion, you remain dissatisfied and, if you are an enrolled student, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (the OIA).

15.4. If you wish to appeal a decision that you have received from the FSB that affects your academic status, you should refer to our Appeals Policy and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

Student Enrolment Terms and Conditions Version 2.5.3,

Please indicate your acceptance of these conditions by signature in the space below.

\_\_\_\_\_

**PRINT NAME:**

**DATE:**