

NEC Terms and Conditions of Enrolment

1.0 Agreement and definitions

- 1.1 The Open School Trust, trading as the National Extension College, agrees to sell and You agree to purchase the course or courses in accordance with the terms and conditions specified below.
- 1.2 The Open School Trust, trading as the National Extension College, will hereby be referred to as '*NEC*'.
- 1.3 '*You*' refers to You, the student, or where the student is under 18 years of age, the parent/guardian/sponsor of the student. Please note that our minimum age for a student is 13 for GCSE courses and 15 for A levels.
- 1.4 '*Course*' refers to the programme or programmes of study You have chosen to enrol on and includes learning materials, support and tuition as specified on the website.
- 1.5 '*Tutor support*' means the support and tuition you receive for the duration of your course.

2.0 General

By enrolling on and paying for this course, You are confirming that:

- 2.1 You have received enough information and that the course You have chosen is suitable for your needs, language level, abilities and circumstances.
- 2.2 You are able to enter into a legally binding contract.
- 2.3 You are over 18, or, as specified above, the parent or guardian, or sponsor of the student.
- 2.4 You have read and understood these terms and conditions and the course information on this website relating to your chosen course. This includes any pre-conditions and our recommendations for the length of time taken to complete this course and our recommendations on which exam sitting You should attempt.
- 2.5 You are able to access your course/s online through NEC's learning platform, learn@nec, and have read the Minimum System Requirements document.
- 2.6 NEC cannot be held responsible for systems problems due to viruses. Whilst every effort is made to ensure that downloadable files are virus free, we strongly recommend that You install virus protection software and keep it updated.
- 2.7 You understand the course is primarily independent study, and that assignment marking and feedback forms the majority of your tutor support.
- 2.8 You understand that NEC cannot be held responsible for any changes made to third party website links used in some of our course materials. Such changes are the responsibility of the third party.

3.0 Payments

- 3.1 The course fee as advertised must be paid in full, by You, on enrolment, by credit or debit card (excluding Amex), bank transfer (BACS) or a credit agreement.
- 3.2 Credit is agreed subject to status and through a third party partner. If You choose to pay in this way, You agree to make all instalment payments, with the exception of when a refund is agreed in accordance with section 4.1 below.
- 3.3 If making a payment by BACS from outside of the UK, an additional fee will be chargeable which will be detailed over the telephone when you enrol.
- 3.4 The stated course fee includes access to your course materials and support material online through learn@nec, options to download and print course materials yourself, e-book versions of essential textbooks where stated, tutor support for the duration of your

course or until you have completed all of your assignments or until the final exam opportunity (whichever is sooner), access to NEC's partnership exam centres (exam fees are additional), marking and authentication of your written non-examination assessment. Support under the terms of "exam pass guarantee" will constitute those set out in clause 9.

- 3.5 Your course fee, unless stated, does **not** include payments for exam fees or special access arrangements, entry fees for non-examination assessment, essential textbooks where specified, registration with awarding bodies where required, past paper marking or other additional services.

4.0 Refunds, transfers and extensions

- 4.1 If You decide to cancel your course, we will give You a full refund if You tell us within 14 days from when You receive your log-in details, provided You have not downloaded any content. You will need to give notice of your cancellation in writing by email to info@nec.ac.uk or by post to The National Extension College, The Michael Young Centre, School House, Homerton Gardens, Cambridge CB2 8EB, UK.
- 4.2 Cancellations outside of 14 days will not be refunded.
- 4.3 If You arranged a credit agreement to pay for your course, You are still required to make all instalment payments if You cancel outside of the 14-day cooling off period.
- 4.4 Access to e-books will be granted after enrolment. Under certain circumstances we may need to charge an administration fee for an e-book if you transfer course.
- 4.5 One transfer of course may be possible if requested within the 14 day cooling off period of having access to your course materials. You will need to pay any difference in price between the course You are transferring from and the course You are transferring to.
- 4.6 After the 14 day cooling off period, any transfer will be at the discretion of NEC. There will be additional costs including any difference in price between the course You are transferring from and the course You are transferring to and a mandatory administration fee. You will be advised of the total transfer fee if the transfer is agreed to.
- 4.7 No transfer is permitted after 3 months of enrolment.
- 4.8 When You enrol on a course with us, we will do our best to make sure that You complete it even if unexpected events occur that may change your study plans. Any extension is granted entirely at NEC's discretion. Charges may apply.
- 4.9 If a course tutor is no longer available to tutor on an NEC course, NEC reserves the right to transfer You to an alternative course tutor to ensure You are able to continue with your studies. NEC will alert You if this is the case.

5.0 Your information and third parties

- 5.1 You must inform NEC immediately if your contact details change or if there is a change in your circumstances which might affect your ability to study.
- 5.2 If you, or the person you are enrolling, has special educational needs or experiences mental ill health (eg anxiety, depression) you should be aware that for some students independent learning can be challenging. NEC is unable to provide the same level of pastoral or study support as a traditional school or college can provide, nor can we offer an SEN support person. We strongly recommend that you seek out supplementary specialist support.
- 5.3 If your course is being paid for by a third party, information relating to your progress and programme of study may be shared with them.

6.0 Data protection

- 6.1 NEC will ask You for personal information, such as contact details, and will use this in order to provide You with the agreed services. NEC will take reasonable steps to ensure the accuracy and security of any and all information that is held about You in accordance with the latest legislation and its own policies. We will not share your data with any external organisation for marketing purposes.
A full copy of the NEC Data protection policy can be found on our website at www.nec.ac.uk

7.0 Your commitment

- 7.1 Work submitted will be wholly your own. NEC will take action against any student who intentionally passes off the work of others as their own. Where plagiarism is found to have occurred we reserve the right to issue a written warning or to withdraw support immediately, in line with our published anti-plagiarism policy and the guidelines of awarding organisations.
- 7.2 If your course includes an external assessment (e.g. an exam or coursework), You must follow the procedures laid down in your course materials regarding deadlines, number of prior assignments, word length and format of work. You must also keep hard copies of all the work You have produced and the assignments You have submitted. This will protect You if your work is lost in the post, or as a result of computer failure.
- 7.3 For GCSE, IGCSE, AS and A level courses, it is essential that You obtain the correct specification for your course code from the awarding body. NEC is not responsible for any changes made to a specification by an awarding body. It is your responsibility to check the specification regularly for updates.
- 7.4 If your course includes an NEA (non-examination assessment), for example, A level English Literature, English Language and History), NEC will have to make your exam entry. However if You choose not to use NEC's partnership exam centres, NEC may advise You on booking exams but You are responsible for making your exam entry, checking you are entered for the correct exam and for all costs associated with that.
- 7.5 If You take an examination at a centre other than an NEC partnership exam centre, You will advise NEC of your results.

8.0 Parent / Guardian / Sponsor agreement (under-18 learners)

- 8.1 You will take responsibility for maintaining an oversight of the young learner's on-course progress by accessing the Parent Portal. Log-in to this is provided by NEC.
- 8.2 You will motivate and encourage course engagement and work with the young learner on preparing a study plan, and will ensure that the study plan is reviewed by yourself and the student regularly. NEC tutors will not chase learners for assignment submission. NEC's courses are for independent learning and it is the responsibility of the parent / guardian / sponsor to ensure young learners are submitting work and engaging with the tutor feedback.
- 8.3 You acknowledge and agree that the study relationship is between student and NEC tutor, and that NEC tutors are unable to engage in conversations regarding student progress with parents / guardians / sponsors. Parents with questions should contact student.support@nec.ac.uk. Use of the Parent Portal facilitates monitoring of learner progress by the parent/guardian/sponsor.
- 8.4 You will be responsible for supervising the young learner during course online activities and be aware that NEC course online forums are shared with adults as well as other young learners.

- 8.5 You will be present during pre-arranged purchased online tutorials between the young learner and an NEC tutor. This is in line with safeguarding policy. You will be responsible for ensuring the young learner attends purchased tutorials at the time agreed between the student and the NEC tutor.
- 8.6 You will be responsible for making arrangements for exam entry on behalf of the young learner, and engaging with the information that NEC exams team share about assessment deadlines and exam entry arrangements. NEC facilitates this by giving access to the Parent Portal and sending forum posts to the email address provided by the parent / guardian / sponsor.
- 8.7 You will be responsible for ensuring the young learner has read the Plagiarism Policy and is aware of the consequences of using plagiarised material, and is familiar with referencing methods.
- 8.8 If a private tutor is working with the young learner as well as the NEC tutor, it is your responsibility to ensure that the NEC course assignment work continues to be submitted to the NEC learning platform. In the event of alternative assessment arrangements being used to replace exams, all students will need to have been submitting NEC assignments consistently over a period of time.

9.0 Exam pass guarantee

- 9.1 NEC will provide support to retake the exam, if relevant, for the first retake, provided that:
 - 9.1.1 The specification is still being examined.
 - 9.1.2 All assignments have been completed.
- 9.2 Support will be determined on a case by case basis and could include past paper marking and additional tutor contact.

10.0 Warranty, limitations of liability and copyright

- 10.1 NEC will provide course materials of good quality and reasonable effort will be taken to ensure their accuracy.
- 10.2 NEC will use reasonable skill and care in providing services to You.
- 10.3 NEC cannot be held responsible for content on third party websites, to which it may refer. We advise that You take notice of their privacy policies, which may differ from NEC's own.
- 10.4 Any liability shall be limited to the cost of the course and no liability shall be accepted for:
 - 10.4.1 Accidents when undertaking science experiments at home.
 - 10.4.2 Unforeseen losses when this agreement was made.
 - 10.4.3 Losses incurred through no fault of NEC.
- 10.5 NEC protects the copyright of all the course materials and these are supplied solely for the use of whoever is taking the course. By enrolling on a course You agree that the course materials will not be resold and used only for the purpose of your own private study.

11.0 Internet safety and netiquette

- 11.1 You agree to NEC's website terms and conditions.
- 11.2 NEC strongly recommends that You take part in the e-safety course provided with your course.
- 11.3 Parents, sponsors and guardians have additional responsibilities, as set out in clause 8.

12.0 Termination and refusal of enrolment

- 12.1 NEC reserves the right to decline an enrolment.

- 12.2 NEC reserves the right to terminate your enrolment, or suspend your access, where You are in breach of these terms.
- 12.3 Behaviour that is considered rude or offensive will result in termination of your enrolment.