

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 (please see item 5.2).
- 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.
- 2.6 You understand the concept of plagiarism and that all assignments submitted will be your own work.
- 2.7 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.
- 2.8 You understand the course is primarily independent study, and that assignment marking and feedback forms the majority of your tutor support.
- 2.9 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.

- 2.10 You understand that by agreeing to these terms and conditions, you are agreeing to NEC's **Student Acceptable Use** agreement available on learn@nec, and that you will read and follow the [Online Safety Policy](#) guidance the agreement covers.

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 where this forms part of your course. 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, tutorials or other additional services.
- 3.6 NEC will occasionally update course material and the method material is presented to you. NEC ensures that any changes to course material will not affect your ability to complete the course.

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 to NEC's learning platform, 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, Woolpack House, 70 High Street, Sawston, Cambridge, CB22 3HJ, 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 or extend your 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.
- 4.10 You will have access to the NEC learning platform, Learn@nec, which includes course material and assignments for up to two years after the expiry date of your course. After this date, or earlier if the enrolment is cancelled by you, your user account will be deleted automatically without notification. We recommend that during your studies you always save your assignments locally for reference. After the deletion date your work and any activity progress will not be retrievable.

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 (e.g anxiety, depression) you should be aware that for some students independent learning can be challenging. NEC partners with an external Pastoral Support specialist and You can access this service if required.
- 5.3 If your course is being paid for by someone other than yourself, You agree that information relating to your progress and programme of study can be shared with them.

6.0 Data protection

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.

Please read our Privacy notice in full [here](#).

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. By undertaking one of our courses, you agree to have your work checked for plagiarism. 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 Plagiarism Policy available to enrolled students, and the plagiarism guidelines issued by awarding bodies 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), NEC must make your exam entry.
 - 7.4.1 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.
- 7.6 On enrolment, You will provide NEC with a current and reliable email address and mobile phone number to ensure that crucial information about your courses posted on course and support forums will be visible to you. NEC cannot be responsible if spam filters or similar filters prevent You receiving essential information, for example exam deadlines.
- 7.7 You will advise NEC's Student Support if your email address or mobile phone number changes.
- 7.8 You will work through the Five steps to Getting Started or equivalent introductory areas on each course you are enrolled on to ensure you are familiar with the content and structure of each course.
- 7.9 You will read through the About Assessment section on lean@nec to ensure you are clear about key dates and procedures for exam bookings eg exam entry deadlines.
- 7.10 Rolling enrolment for examination the following year:

For students whose enrolment date is less than 9 months before the intended exam date, requiring close attention to submission deadlines in some courses, and exam entry deadlines is crucial.

 - 7.10.1 You will need to take responsibility for ensuring that you have made yourself aware of your course's assessment key dates.
 - 7.10.2 Due to the time to process submission, all internal dates are non-negotiable. If your enrolment date means you cannot meet an internal deadline then you will need to plan to sit your examinations in a subsequent year.
 - 7.10.3 If the course or courses you are enrolling on has an NEA (non-examined assessment), you will need to ensure that you are able to meet the required submission dates for each stage of the NEA. These dates are non-negotiable due to awarding body deadlines. If you are unable to meet these deadlines, then you will be unable to submit your final NEA and we would advise you to move your examination entry to a subsequent year.

- 7.10.4 It is your responsibility to ensure you submit the NEC assignments in a timely manner to allow feedback to be given and for you to use this feedback to improve your work. Tutors provide feedback in sequence and will also respond to one assignment at a time.
- 7.10.5 UCAS application and predicted grades; please be aware that if you require a predicted grade for your UCAS application, it might not be possible for you to complete the required number of course assignments by the end of December and therefore your tutors will be unable to provide predicted grades or references by the NEC deadline. This may result in you not receiving a predicted grade.
- 7.10.5.1 You have enrolled on one or more A levels and may wish to use the NEC's service to support UCAS applications. NEC's deadlines are 15th September for Oxford, Cambridge, and most medicine, dentistry, and veterinary science applications, and 15th December for all other undergraduate applications. By the relevant deadline, you must have submitted the required number of assignments, or it will not be possible for your tutor to provide a predicted grade or reference. More details are found on learn@nec.

Important note for Structured Fast Track A levels: NEC's service to support UCAS applications for the early October deadline for Oxford, Cambridge, and most medicine, dentistry, and veterinary science applications, is limited due to deadlines. Contact ucas@nec.ac.uk for information. It will be the January deadline for all other undergraduate applications. You must work through the required amount of your course, and submit the required number of your assignments, or it will not be possible for your tutor to provide a predicted grade or reference. More details are found on learn@nec

Further information about the service can be found [here](#).

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

- 8.1 You will take responsibility for maintaining an oversight of the learner's on-course progress by accessing the Progress Tracker. Log-in to this is provided by NEC.
 - 8.1.2 Access is given to the Progress Tracker where a third party has paid for the enrolment. If access is no longer required the third party can request removal by contacting student.support@nec.ac.uk.
- 8.2 Where the learner is U18 or a vulnerable adult You will motivate and encourage course engagement and work with the learner on preparing a study plan, and will ensure that the study plan is reviewed by yourself and the student regularly.
 - 8.2.1 NEC's courses are for independent learning and it is the responsibility of the parent / guardian / sponsor to ensure learners are submitting work and engaging with the tutor feedback. This can be checked by yourself using the Progress Tracker.
- 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. Questions should be directed to student.support@nec.ac.uk. Use of the Progress Tracker facilitates monitoring of learner progress by the parent/guardian/sponsor.
- 8.4 Where the learner is U18 or a vulnerable adult You will be responsible for supervising the learner during course online activities and be aware that NEC course online forums are shared with adults as well as other learners.

- 8.5 Where the learner is U18 or a vulnerable adult You will be present during pre-arranged purchased online tutorials between the learner and an NEC tutor. This is in line with NECs [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 Where the learner is U18 or a vulnerable adult You will be responsible for making arrangements for exam entry on behalf of the 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 Progress Tracker and sending forum posts to the email address provided by the parent / guardian / sponsor.
- 8.7 You will be responsible for ensuring the learner has read the NEC Plagiarism Policy available on learn@nec and is aware of the consequences of using AI and plagiarised material and is familiar with referencing methods.
- 8.8 If a private tutor is working with the 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 & 10.0 Warranty, limitations of liability and copyright

- 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

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11.1 You agree to NEC's website terms and conditions.

11.2 By enrolling with NEC, students agree to adhere to the *Safe Use Agreement* and the *Online Safety Policy* available in the Help Hub on learn@nec.ac.uk

11.3 Parents, sponsors and guardians have additional responsibilities, as set out in clause 8.

12.0 Termination and refusal of enrolment

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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.