



# Higher Education Student Contract 2025/2026

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# HE STUDENT CONTRACT

## Introduction

This contract sets out the terms and conditions of study in 2025/26 on courses at L4 and higher, offered by Sysco Business Skills Academy. Sysco Business Skills Academy's HE programmes are delivered in partnership with Awarding Organisations.

## Terms and Conditions

In outlining the terms and conditions in this contract, we have tried to ensure they are written in plain and intelligible language so that you understand them and understand how they affect your rights and obligations and how the terms could impact on you.

### **You should read this contract carefully before accepting your offer of a place.**

However, if you have trouble accessing any of the information or are unclear about any of our terms and conditions then please contact us by emailing as below. The team will provide you with any additional information, advice, and guidance you may need.

[he@sysco.uk.com](mailto:he@sysco.uk.com)

Before you accept the offer of a place or complete your enrolment you need to familiarise yourself not only with this contract and the regulations, policies and procedures referenced within it.

## Course Offer

Sysco Business Skills Academy is delighted to have been able to offer you a place on a course. If you accept this offer Sysco Business Skills Academy is contractually obliged to deliver the course as advertised to you. By accepting our offer, you will be subject to any conditions that are stated in your offer letter and the terms and conditions of this contract and the regulations of the Awarding Organisation. You will find more details, including the regulations, in the Course Handbook, on the Sysco HE website page and on the Evolve VLE system when your enrolment is finalised.

## Meeting the conditions of your offer

You may have to meet entry conditions as part of your offer. Please ensure that you understand these conditions prior to acceptance. It is your responsibility to ensure that all results are received prior to your enrolment. Sysco Business Skills Academy may choose to defer or withdraw your offer of a place if we do not receive your results.

For prescribed Higher Education (HE) courses only, your results will need to be evidenced as part of your application process. If you have any questions, please contact us.

If you fail to meet the conditions of entry this does not necessarily mean that you will not get your place; we review all such instances on a case-by-case basis.

## Changes to your place or cancellation prior to enrolment

If you choose to accept your offer of a place at Sysco Business Skills Academy, you have a right to cancel within 14 days of accepting. You can do this by emailing [he@sysco.uk.com](mailto:he@sysco.uk.com).

We want you to be confident and happy with any decision you make regarding your course. If you change your mind after 14 days, Sysco Business Skills Academy may still be able to consider any change requests.

## Enrolment and fees

You will be invited to finalise enrolment on your course in early September, after A-Level or other BTEC results as a condition of entry to your course are confirmed.

If you are paying your fees via a Student Loans Company (SLC) loan, we will start to claim your fees once we register you with the Awarding Body for your qualification and you have started to attend your programme. We will confirm your registration to the Student Loans Company to release your Maintenance Loan once we see that your enrolment is complete, this includes completing a signed Enrolment Form, and you have at least one positive attendance mark on your registers. We recommend that you have funding available to tide you over the first few weeks of term.

If you have not already applied for student finance through the Student Loans Company (SLC), please ask the programme team at your campus for information on your course.

If you are required to send off any documents, they need to be originals and not photocopies. You also need to send your bank details and declaration of signature. Further information on SLC loans is available here: <https://www.gov.uk/student-finance>

If you are self-funding, you may be eligible to pay your fees through an instalment plan. The first instalment is due to be paid on the day of your enrolment. For further information please contact [he@sysco.uk.com](mailto:he@sysco.uk.com).

**Please note:** if you have studied a higher education course anywhere in the world including the UK and either self-funded it, were sponsored, or had a tuition fee loan **you may not be eligible for a tuition fee loan for your course with us.** This includes but is not limited to a Higher National Certificate/Diploma/Foundation Degree/Bachelor's Degree or Post Graduate Degree. Please contact Student Finance England (SFE) on 0300 100 0607 to discuss your eligibility.

If you run into difficulty when applying for a tuition fee loan, please let us know and we will do our best to assist you.

## **Sponsor payments**

If your fees are being paid by a sponsor we require a letter on headed paper, indicating how much your sponsor is paying towards your course, your details and student reference number. This letter needs to be signed by your sponsor and dated. We cannot offer an instalment plan to sponsors.

## **Fee payment responsibility**

You are ultimately responsible for making sure that all fees due are paid, including tuition fees, even if a third party is sponsoring your studies, or you have applied for a student loan.

As part of this contract, you agree to pay or make acceptable arrangements to pay Sysco Business Skills Academy all fees, when these are due. Sysco Business Skills Academy will publish information on tuition fees for your course and the dates that these need to be paid. If you have a student tuition fee loan, Student Finance England will pay Sysco Business Skills Academy directly. If you are not in receipt of a student tuition fee loan, then you will need to pay these fees yourself in line with any instalment plan that we set up for you.

Please see the Financial Support page of the Sysco HE website for more information which is available at: <https://www.sysco.uk.com/higher-education/financial-support>.

If you have genuine concerns about not being able to meet your tuition fee payments, please contact the Head of Student Administration and Fees who may be able to renegotiate an instalment plan for you.

If you fail to pay fees or charges when they are due, or make payments under an agreed instalment plan, the Sysco Business Skills Academy may impose sanctions, including:

- Withdrawing your right to pay your fees by instalment;
- Not paying you any bursaries or scholarships due to you;
- Withdrawing your access to Sysco Business Skills Academy facilities;
- Withdrawing you from your course and terminating this contract;
- Not allowing you to enrol onto future academic years; and/or
- Referring any debt to an external debt collector.

Please note, when you are withdrawn from your course, even for a short period, you will miss vital parts of your learning, which in turn may mean you have to study for longer and may incur extra costs. These may not be covered by your student loan.

## **Fees and Deposits and non-payments and additional charges**

Tuition fees are charged for each year of your course; specific course fees can be found on our website. This fee covers educational and related services such as teaching and tutorials whether on-site, remote or in a virtual learning environment, access to learning, assessment of submitted work, technical and practical resources (depending on course), support and welfare provision, access to IT Network, including remote network, access to learning resource centres, and other student services. Some courses may incur additional costs which are not covered by your tuition fee.

## **Scholarships, Grants & Hardship Funds**

Some scholarships and grants may be available at Sysco Business Skills Academy for students, as well as additional funds for students who find themselves in financial hardship during their studies. Students can apply for any of this support independently. Further information about these bursaries is available at <https://www.sysco.uk.com/higher-education/financial-support..> Please be aware, scholarship or hardship payments may stop, or repayment may be required if you are suspended from, or leave, your course early.

## **Deferrals**

If you wish to postpone your start at Sysco Business Skills Academy, you will need to contact the Sysco Business Skills Academy Higher Education Team to discuss. Deferral is normally only available to students who have met their conditions of offer, is usually for one year and for courses that will run the following academic year.

## **Changes to your course prior to enrolment**

Changes to your course will only be made in exceptional circumstances, for example, to meet requirements of the Awarding Institution and any other external accrediting and professional bodies. Exceptional circumstances include force majeure events such as natural disasters (fire, storms, floods), governmental or societal actions (Lockdown due to pandemic, war, invasion, or civil unrest) and infrastructure failures. If we make changes, we will give you advance warning in writing and seek your express signed agreement.

## **Course closures prior to enrolment**

Occasionally, circumstances outside of Sysco Business Skills Academy's control may result in the closure of a course prior to enrolment. Exceptional circumstances include force majeure events such as natural disasters (fire, storms, floods), governmental or societal actions (Lockdown due to pandemic, war, invasion, or civil unrest) and infrastructure failures. In the event of this happening, Sysco Business Skills Academy will notify you as soon as reasonably possible. Sysco Business Skills Academy will:

- try and offer you a suitable alternative course if you meet the selection criteria;
- refer you to a comparable higher education institution that offers your choice of course; and/or
- allow you to defer your application to the following year, if appropriate.

If you do not wish to accept a replacement course offered by Sysco Business Skills Academy, you are entitled to withdraw your application. You need to contact us within fourteen days of this new offer to confirm you are withdrawing.

## **Course closures post enrolment**

Occasionally, due to unforeseen circumstances, we may have to close a course once you have enrolled. In the event of this happening, we will:

- discuss with you the reasons why
- try to arrange a suitable alternative programme of study with us; or
- work with you to transfer your higher education enrolment to a partner university

If you decide not to accept a change of course with us, you will:

- be refunded for any fees you have paid; or
- your student loan will be cancelled by Sysco Business Skills Academy with SLC

Please refer to our Student Protection Plan for further information on course closures post enrolment.

### **Fraudulent Applications**

If we believe your application is misleading or fraudulent, we may withdraw or change an offer of a place or terminate this contract (if your course has already commenced). We will tell you if we do this.

Fraudulent applications are applications submitted with the intent of securing a place on a course by deception. This can include and is not restricted to:

- misleading information given on an application or the omission of relevant information
- provision of false or falsified documents in support of applications, such as references or certificates; and
- plagiarism of information submitted in support of your application, for example, in a personal statement

Any applicant whose offer is withdrawn or whose contract is terminated for such a reason has the right to appeal against the decision and should refer to the appeals procedure within the HE Admissions Policy.

Where it is felt that further information is required when considering applications or applications are suspected of fraud, Sysco Business Skills Academy reserves the right to contact the applicant, their referee, employer, school and/or UCAS to gather additional information as required.

In the event of a fraudulent application, we reserve the right to charge you tuition fees up to the date that we withdraw you.

### **Cancellation by Sysco Business Skills Academy**

Sysco Business Skills Academy will be entitled to terminate this contract and cancel your enrolment if any of the following occur:

- you fail to comply with any Sysco Business Skills Academy policies, rules, and procedures
- you make a fraudulent application or at any time provide any other information to Sysco Business Skills Academy or UCAS in a fraudulent manner
- you breach any part of this contract in a material way and do not remedy the situation within 30 days of being asked to do so by Sysco Business Skills Academy in writing
- Sysco Business Skills Academy becomes aware of any changes to your situation or the information relating to you which means that you are no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme
- you no longer meet immigration requirements
- you have or receive a criminal conviction or caution, or Sysco Business Skills Academy receives a negative response from the Disclosure and Barring Service, which, in the reasonable opinion of Sysco Business Skills Academy, makes it inappropriate for you to remain on the programme
- you fail to reveal a relevant criminal conviction, or
- your enrolment and registration are not completed satisfactorily, including not providing evidence of residency or your proof of residency expiring during your programme of study, and you have not renewed it

## **Student Rules, Policies & Procedures**

You must always follow and comply with every aspect of all Sysco Business Skills Academy policies, rules, and procedures. A serious breach of any such policy, rule or procedure may result in Sysco Business Skills Academy terminating this contract and withdrawing your enrolment.

In the event of a breach of any such policy, rule, or procedure we reserve the right to charge you tuition fees up to the date that we withdraw you.

### **Academic Misconduct**

Sysco Business Skills Academy and its awarding bodies take incidences of Academic Misconduct very seriously and therefore makes considerable effort to help students understand the issue and how to avoid being suspected of and committing these offences. Academic Misconduct covers all forms of malpractice in assessment, including:

- directly copying or paraphrasing the work of others and presenting it as your own (plagiarism)
- getting someone else or using essay writing software to produce all or part of your work
- working with other students to produce work and submitting it as your own individual work
- copying another student's work with or without permission
- knowingly allowing a student to copy your work
- resubmitting previously graded work
- using forbidden notes or books in producing work or tests
- presenting work downloaded from the internet/online sources as your own
- fabrication of results (including experiments, research, interviews, observations)
- deliberate destruction of another student's work

Sysco Business Skills Academy takes measures to ensure that plagiarism is detected, for example, through the use of plagiarism detection software such as Turnitin and will undertake an investigation and subsequently any disciplinary action deemed appropriate.

When submitting an assignment for assessment, you will sign to confirm that all work you have submitted is your own, so it is important that you read the guidance provided in your programme handbook and ask your tutor if you are unclear about what is meant by Academic Misconduct.

If you are caught cheating, you may face penalties such as disqualification from the module or even the entire qualification.

Cases of Academic Misconduct are also reported to our awarding bodies who may take further action.

### **Changes to Modules or Programmes after Enrolment**

Once you have accepted an offer from Sysco Business Skills Academy, we will use all reasonable endeavours to deliver your module or programme as it was described at the time of the offer being made to you.

Sysco Business Skills Academy will not normally make material changes to modules or programmes that students have agreed to study except where the changes will benefit the student experience or changes are necessary due to circumstances outside of the control of Sysco Business Skills Academy. Where material changes are necessary or proposed, student representatives will be consulted, and Sysco Business Skills Academy will provide appropriate support and guidance.



Sysco Business Skills Academy endeavours to deliver programmes in accordance with published documentation. It may be necessary for Sysco Business Skills Academy to institute material changes or amend programmes from time to time.

Full details of how Sysco Business Skills Academy will work with you to ensure continuation of studies or offer refunds or compensation when necessary are explained in detail in the Student Protection Plan on the Sysco Business Skills Academy website.

### **Withdrawing or suspending after enrolment**

If personal circumstances prevent you from continuing with your studies, you may be able to suspend (Break in Learning) or withdraw from your studies. Suspending means stopping your studies for the year and resuming your studies at an appropriate point in the following academic year, usually within 364 days. If you wish to suspend your studies, you will need to complete a Break in Learning form for Pearson Higher National Programmes. This is also subject to the programme of study running the following academic year.

If you are studying on a HNC/HND and you withdraw or suspend your studies with us, it may affect how many years you can get a student tuition fee loan for. You may also be required to repay any overpayment of maintenance loans, grants, scholarships, or bursaries that have been awarded to you. It is important to consider this when deciding whether to withdraw or suspend your studies. Please contact our Head of Student Administration and Fees or Student Finance England to discuss this further.

If you suspend or withdraw from Sysco Business Skills Academy, you will need to pay tuition fees up to the end of the term in which you withdraw. If you have paid more fees than are due to us, we will refund them. Please note that there is a 14-day cancellation period from enrolment where a refund will be issued, minus any administrative charges if you withdraw from your course. After 14 days students are liable to pay fees depending on which term they withdraw.

Where a withdrawn or suspended student is in receipt of a student tuition fee loan, Sysco Business Skills Academy will contact the Student Loans Company, who will determine your loan liability.

If you return, following suspension of your studies, we will deduct any fees you have paid from your suspended year of study and only charge you the balance of fees.

If you return to Sysco Business Skills Academy in a new/different academic year you will need to reapply to SFE for the full amount of tuition fee loan for that year. SFE will then adjust how much we are entitled to.

If you do not return, Sysco Business Skills Academy retains the fees paid up to the point of your break in learning/suspension. We will then withdraw you from our student system and with SFE.

Sysco Business Skills Academy reserves the right to ask you to pay the full course fee.

### **Use of Services (including temporary closure)**

As a Sysco Business Skills Academy student you have access to a range of services including careers services, the libraries and IT services. On occasions these services may be unavailable due to unforeseen circumstances or essential maintenance or upgrading of technology. Where possible, Sysco Business Skills Academy will take reasonable steps to inform you of any temporary loss or disruption of service and Sysco Business Skills Academy will take every reasonable care not to disrupt your learning.

## **Ownership of work**

Academic work that you produce will be owned by you. Exceptions to this may be if you are working with a third party or Sysco Business Skills Academy on, for example, a research project, which is being sponsored or funded by the third party or Sysco Business Skills Academy. Intellectual property in your work in these cases could be owned by the third party or Sysco Business Skills Academy.

## **Liability**

Sysco Business Skills Academy takes reasonable care to ensure that you as a student are safe and secure whilst on campus and/or using the Sysco Business Skills Academy's services. Sysco Business Skills Academy cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property, which includes computers and software. You are strongly advised to insure your property against theft and other risks.

Sysco Business Skills Academy will not be held responsible for any injury to you (financial or otherwise) or for any loss or damage to your property caused by any person who is not an employee, student, or subcontractor of Sysco Business Skills Academy.

Sysco Business Skills Academy will not be liable if we fail to carry out our responsibilities as stated in this contract if events are outside of our control. This includes but is not exclusive to war, terrorist attack, civil commotion, riot, fire, explosions, natural disasters such as earthquake, flood and adverse weather, failure of public or private telecommunications networks or power outages.

In the event of any of the above happening Sysco Business Skills Academy will take reasonable steps to contact you and will re-institute our contractual obligations as soon as reasonably possible after the event.

## **Personal Data & Student Information**

You agree that all the information contained in your application for an offer, and any additional information that you provide to Sysco Business Skills Academy at any time, is true, accurate and complete at the time you gave the information, and, in respect of an offer, it was true, accurate and complete at the time you accepted the offer. You agree to inform Sysco Business Skills Academy as soon as possible if any of this information or any of your personal details or circumstances change, including, for example, anything that leads to your non-attendance at lectures, tutorials, or other scheduled programme activity; anything that may impact upon your health; or any criminal conviction or caution.

All personal information provided by you to Sysco Business Skills Academy is processed in accordance with relevant legislation, including UK-GDPR guidelines.

Sysco Business Skills Academy is required to provide data about students to third parties for legal and operational purposes. This may include: The Higher Education Students Early Statistics (HESES), Individual Learner Record (ILR) returns, The Office for Students (OfS), Higher Education Statistics Agency (HESA) for Graduate Outcomes survey, The Office of the Independent Adjudicator (OIA), local authorities, the Home Office, Student Loans Company, Awarding Organisations, external teaching venues, UCAS and service providers.

Where an enrolment ceases or lapses, Sysco Business Skills Academy may retain basic registration details, results and any other information relating to you that may be reasonably required in relation to matters that remain outstanding. The remaining information will be destroyed, subject to Sysco Business Skills Academy's current UK-GDPR guidelines (as amended from time to time).

## **Changes to this Contract**

Sysco Business Skills Academy may revise the terms and conditions of this contract from time to time where, in its opinion, it will assist in the proper delivery of any programme or in order to:

- comply with any changes in relevant laws and regulatory requirements
- implement legal advice, national guidance, or good practice
- provide for new or improved delivery of any programme
- reflect market practice
- make them clearer or more favourable to the students
- rectify any error or mistake
- incorporate existing arrangements or practice
- update programme specifications by our awarding bodies, for example, changes to modules, assessments and/or programme structure
- respond to new or amended legislation affecting higher education
- deal with staff changes affecting the range of expertise in the team
- make improvements resulting from Sysco Business Skills Academy's quality review process or an awarding body quality review process; or
- make changes to Professional, Statutory and Regulatory Bodies (PSRBs) accreditation agreements

No variation or amendment to the contract may be made without Sysco Business Skills Academy's prior written agreement. In the event that it agrees to allow a student to transfer to an alternative programme after the contract has come into existence, the transfer will be treated as a variation of the contract which shall otherwise remain in full force and existence.

If Sysco Business Skills Academy wishes to vary or amend the contract it will inform you by such means as it considers reasonably appropriate. Sysco Business Skills Academy will use reasonable endeavours to give you at least one month's written notice of any changes to the contract before they take effect.

## **Concerns, Complaints & Appeals**

Sysco Business Skills Academy has a Concerns, Complaints & Appeals Policy which can be used by anyone using the services of Sysco Business Skills Academy. The procedure sets out clearly the stages of the procedure, including your right to external escalation to the Office of the Independent Adjudicator (OIA). The Complaints policy can be found on the Sysco Business Skills Academy website.

## **General**

A written notice given under this contract may be sent by email.

Sysco Business Skills Academy may transfer its rights and obligations under the contract to a similar organisation and it will always notify you in writing if this happens, but this will not affect your rights or Sysco Business Skills Academy's obligations to the students under the contract.

The terms of this contract shall only be enforceable by you and Sysco Business Skills Academy. This contract constitutes the entire agreement between you and Sysco Business Skills Academy in relation to its subject matter.

You have the right to cancel this contract under The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without the need to provide any reason. This cancellation period of 14 days will expire following enrolment onto a level 4 or higher education programme of study.

No failure or delay by Sysco Business Skills Academy or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

If any provision or part-provision of the contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the contract.

The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to this contract and that in any such proceedings these terms and conditions and the contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

I agree to the terms and conditions of this contract:

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Student Reference Number: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_