

Phoenix Academy Centre

Terms and Conditions

Terms and conditions for students on Phoenix Academy courses

We are delighted to welcome you to the Phoenix Academy. Becoming a member of our Academy means that you will have expectations of us, in terms of the nature and quality of the experience that you have on our courses. We will also have expectations of you, including that you will actively participate in the learning experiences that are made available through our tutorials and participating in self-directed learning expectations of your chosen course.

It is important that you read this document carefully before enrolling on any of our courses as it forms the basis of the relationship between you and the Phoenix Academy. These terms and conditions are known as the 'Contract'.

By accepting a place on a course delivered by the Phoenix Academy, you accept these terms and conditions in full.

These terms and conditions set out the various rights and responsibilities that both you and the Phoenix Academy have in relation to your study at the Academy.

The words Academy, we, or our, refer to the Phoenix Academy. The words you or your, refer to you in each case as an applicant for study at the Phoenix Academy and as a student of the Academy if your place has been confirmed.

We may change these terms and conditions from time to time should we consider it reasonably necessary. If we do make any significant changes to this Contract, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably possible.

These Terms are separated into five core sections.

Part 1: Accepting an offer from the Phoenix Academy

Part 1 describes how you are accepted and enrolled on a course.

Part 2: What you can expect from The Phoenix Academy

Part 2 describes what The Phoenix Academy is committing to do. It includes details of The Phoenix Academy's provision of your tuition and access to its facilities, creating a positive study environment, and making provision for you to raise questions or concerns about any aspect of your time at The Phoenix Academy.

Part 3: Your rights and what The Phoenix Academy can expect from you

Part 3 sets out the expected conduct of students in an academic context and more generally. It also describes your rights and responsibilities., this includes details of how complaints can be raised.

Part 4: Important legal information

Part 4 sets out various information in relation to your and The Phoenix Academy's legal rights and responsibilities. This includes important terms relating to The Phoenix Academy's liability and its use of your data.

Part 5: The Phoenix Academy Student Code of Conduct

You will need to be aware of and comply with the various Phoenix Academy and Phoenix Community Housing (Phoenix) procedures and Student Code of Conduct that apply to your application to and/or your study at The Phoenix Academy. These are referred to collectively as The Phoenix Academy's Student Code of Conduct. You should be aware that the Student Code of Conduct may be amended from time to time by The Phoenix Academy. The Terms also refer in places to specific policies and procedures, details of which can be found in this part and also in the Course Handbook.

Part 1 Enrolment on the Phoenix Academy

It is your responsibility to ensure that all of the information you provide to the Phoenix Academy is true and accurate.

If it is discovered that your application contains incorrect or fraudulent information, significant information has been omitted or you fail to provide satisfactory evidence, then the Academy may withdraw your offer or terminate your enrolment. The Academy may also withdraw your offer or terminate your enrolment if there is a significant change in your personal circumstances which makes it inappropriate for you to enrol or continue with your enrolment.

1.1 Conditions of Admission

Your enrolment and attendance on a course is subject to you complying with the terms of this Contract and our [Student Code of Conduct](#) .

You should note that progression on your course and your final award are not guaranteed and are dependent upon regular attendance and academic performance.

1.2 Changes to your Course

The Academy reserves the right to make reasonable variations to the design, content and delivery of its courses.

The Academy reserves the right to discontinue or merge courses, due to events outside of the Academy's reasonable control or if the Academy considers that such action is reasonably necessary in order to manage its resources.

1.3 Cancellation

1.3.1 You have the right to change your mind within a cancellation period of 14 calendar days from our notifying you of your acceptance on our course. If you cancel the contract under this clause, you are entitled to a refund of any course fees that you have paid less an administration fee and any non-refundable awarding body fees.

1.3.2 If there are less than 14 calendar days between the date on which the course starts and the date that the Contract comes into existence (i.e. the date that we are due to start providing the services), your acceptance amounts to a specific instruction for us to start providing the services during the cancellation period. Whilst you will still have a right to cancel the services during the cancellation period, we reserve the right to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the full coverage of the Contract) for services provided up until the time you tell us that you wish to cancel the Contract.

1.3.3 No refunds will be given outside of the cancellation period.

Part 2 What can you expect from the Phoenix Academy

2.1 The Phoenix Academy commits to provide you with tuition and learning support connected with the course that you are studying with reasonable care and skill. Detailed course information (including current expectations in relation to modules and assessment method(s)) can be found in the Course Handbook.

2.2 The Phoenix Academy seeks to provide a working and learning environment in which the rights and dignity of all students and staff are treated fairly, including free from:

- a) direct or indirect discrimination on any grounds
- b) intimidation, and
- c) all forms of harassment or bullying.

If you believe that you have been subjected to any unfair treatment, we are committed to responding to concerns and complaints in line with our Complaints Policy and Procedure.

Students should familiarise themselves with their Course Handbook which also includes the Student Code of Conduct.

2.3 If you have successfully fulfilled the requirements for the course and complied with the terms of this Contract, the Student Code of Conduct and other Academy policies, you will be eligible for the award of the relevant qualification.

2.4 There are numerous internal and external factors which impact on how we are able to manage our teaching, learning spaces and resources. As such, the organisation, timetabling and operation of our courses are a significant and complex exercise. To ensure that our Programmes can be run effectively for the benefit of our student body, we need to retain the ability to alter aspects of individual courses where we think this is reasonably necessary. This

may include changes to the timetable, location, tutor allocation, number of classes, method of delivery, content, assessment, syllabus and/or module availability.

We will communicate any such changes to you in a timely manner. Where changes are likely to have a more significant impact on your studies, we will consult with you before final decisions are taken and listen to your concerns. We will take into account the concerns of individual students and assess these against the needs of the wider student body. We cannot guarantee any particular outcome with regards to such changes.

2.5 If we have to cancel a course or make a change of a fundamental nature, such that the learning outcomes of that course are significantly different or your ability to complete the course is significantly affected, you may end your relationship with us by giving notice in writing to the Phoenix Academy. You may be entitled to a refund of the course fees paid in these circumstances and we will discuss with you any such entitlement at the time of cancellation.

If we cancel your course, we will help you, where we can, to identify an alternative programme (potentially at another institution) that is similar.

2.6 It is the student's responsibility to ensure that the course is suitable for the student's needs and purposes.

PART 3: Your rights and what the Phoenix Academy can expect from you

3.1 Your responsibilities as a Phoenix Academy student

By accepting a placement on one of our courses, you commit to:

- follow Phoenix Academy instructions and process for registration and enrolment; once the conditions for taking your place on a course have been met, you will need to do this before you can participate on your chosen course.
- pay your course fees and any other associated Fees to the Phoenix Academy on time. Details of when fees become payable and how payments are made can be found in section 3.5 – 3.8 below.
- provide information to the Academy about you and your satisfaction of any conditions related to your commencing and/or continuing study and, ensure that such information is true and accurate in all respects. Once you are a student at the Academy you will need to ensure you keep the Phoenix Academy up to date with your personal details and respond to other reasonable requests for information from the Phoenix Academy.

3.2 You have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling the Phoenix Academy to discharge its legal duties with regard to health and safety, including implementation of the

relevant Academy policies. It is a condition of registration for students that they also co-operate with the Academy in this respect.

3.3 Where a course also leads to a professionally accredited qualification, the relevant professional body may also have its own code of conduct and/or guidance which students on such courses should make themselves aware of.

The Phoenix Academy also has an obligation to disclose to such bodies any information it considers to be relevant to a student's future professional accreditation.

3.4 Complaints

The Phoenix Academy has an established Complaints Policy which you should use for dealing with both academic and non-academic complaints that you wish to make. You should only submit a formal complaint using the Complaints Procedure if informal discussion (where that is appropriate) fails to resolve the matter satisfactorily and where there appear to be genuine grounds for making a complaint.

3.5 Course fees during and in connection with the course

You will be required to pay fees (Fees) to the Phoenix Academy. These include fees that are directly related to us providing you with tuition and learning support connected to your chosen course. Course Fees enable the Phoenix Academy to function effectively as an Accredited Centre and deliver the course programmes to you.

Phoenix Community Housing (Phoenix) employees may be eligible to have their Course Fees for the Chartered Institute of Housing Level 2 Certificate in Housing Practice met by Phoenix as part of Continuing Professional Development. Phoenix employees should contact People Services for further information.

3.6 Other fees related to your Programme (Programme Fees)

The amount of Course Fees payable will be different depending on the nature of your chosen course and the modules you choose to take. These course fees relate to costs of course-related activities including and not limited to such as field trips, excursions and support materials.

The Course Fees that you are required to pay are contained in our confirmation offer letter.

3.7 Where a third party is responsible for payments on your behalf, you will remain responsible for payment by that third party and so must ensure that they pay in a prompt and timely manner.

3.8 If any Fees remain outstanding after the due date for payment as applicable for your Course, the Phoenix Academy reserves the right to do any or all of the following:

- i. suspend or terminate your registration as a student at the Academy
- ii. prevent you from re-enrolling on your Programme;
- iii. withhold any award you are entitled to; and/or
- iv. take legal action against you to recover the outstanding Fees;

Where any of paragraphs 3.8 (i) – 3.8 (iv) apply, the Phoenix Academy will not be required to perform its obligations set out in these Terms.

PART 4: Important legal information

4.1 Data protection

The Phoenix Academy will receive personal information from you in various ways both before and during your period of study at the Academy. This may include data that is known as personal data or sensitive personal data under the Data Protection Act 2018.

As a student registered on a course, we will use your personal details to provide you with information and benefits relevant to the course and will share your personal data to enable you to gain any relevant certification (if applicable).

In making an application to the Phoenix Academy and enrolling on one of our courses, your data (including contact details will be updated on our databases and if you are living in a Phoenix home on our Housing system: Orchard).

Your data will be stored securely and treated in accordance with [Phoenix's Data Protection Policy](#), [our Privacy Notices](#), [the General Data Protection Regulation \(UK\)](#) and any succeeding legislation. By accepting an offer from the Phoenix Academy, you acknowledge our using your personal information as set out above and in accordance with our policies.

4.2 Termination

The Phoenix Academy may end the Contract and expel you immediately by giving you notice if:

- a) you fail to pay any Fees when due; or
- b) any of the conditions you are responsible for specified in Parts 3 and 5 are not met at any time.

If you are excluded from the Academy the Contract shall automatically end with effect from the date of your expulsion and any outstanding Fees shall become immediately payable.

4.3 Liability and insurance

4.3.1 Your attention is particularly drawn to this clause because it imposes certain restrictions on the Phoenix Academy's potential liability to you.

4.3.2 The Phoenix Academy does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of the Academy's negligence, fraud or fraudulent misrepresentation or for any other liability which the Academy cannot limit or exclude by law.

4.3.3 Subject to paragraph 4.3.2 above, the Phoenix Academy does not accept any liability for loss that does not flow naturally from a breach of its obligations under these Terms. This is

often referred to as indirect or consequential loss. In addition, particular types of loss that the Phoenix Academy does not accept liability for, whether direct or indirect and whether considered a possibility at the time the contractual relationship came into effect, are loss of earnings (including delay in receipt of potential earnings), loss of opportunity and loss of profit.

4.3.4 The Phoenix Academy does not accept responsibility for any loss or damage to your property. You are advised to arrange relevant insurance against theft and other risks before coming to The Phoenix Academy. Any queries regarding insurance should be addressed to the Course Manager in first instance.

4.4 Notices

Any notice or other information relating to the formal relationship between you and the Phoenix Academy that you need to give to the Academy, or that the Academy needs to give to you, must be in writing and may be given by hand or sent by email or post. The Phoenix Academy will use email as a primary means of communication for sending you this information, although any particularly important documents may also be sent by post to your last recorded address or given by hand. It is your responsibility to ensure that your contact details are up-to-date and accurate.

4.5 General

4.5.1 These Terms and the relationship between the Phoenix Academy and you shall be governed by and interpreted in accordance with English law.

4.5.2 Both the Phoenix Academy and you agree to the exclusive jurisdiction of and to accept the authority of the courts of England and Wales.

4.5.3 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.

4.5.4 The Phoenix Academy may need to make changes to these Terms and Conditions from time to time. While we will try not to make changes, if we do, we will act reasonably and notify you of changes by providing you with the updated Terms and drawing the specific changes to your attention.

4.5.5 The Phoenix Academy's contractual relationship with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

PART 5: The Phoenix Academy Student Code of Conduct

5.1 The Student Code of Conduct sets out the standards of behaviour that you must follow as a student of the Phoenix Academy. It is not intended to be exhaustive, or to cover everything, but sets out basic requirements to enable the Academy to function smoothly and provide all students with a positive experience.

To maintain our working and learning environment we expect good conduct from each student, this includes:

- Being aware of your own behaviour, knowing what is acceptable and taking responsibility for your own actions.
- Being honest.
- Being considerate and courteous towards others.
- Behaving in a respectful manner towards others so that they do not feel they are being harassed or bullied.
- Abiding by the law.

5.2 [The Student Code of Conduct](#) also sets out specific responsibilities and commitments in relation to the following Phoenix and Academy policies:

- i. [Phoenix Academy Centre Breach of Student Code of Conduct](#)
- ii. [Phoenix Academy Centre Complaints Policy and Procedure](#)
- iii. [Phoenix Academy Centre Malpractice Policy and Procedure](#)
- iv. [Phoenix Academy Centre Assessment Policy and Procedure](#)
- v. [Phoenix Academy Centre Avoiding Plagiarism Guidance](#)
- vi. [Phoenix Group Data Protection Policy](#)
- vii. [Phoenix Group Equality and Diversity Charter](#)
- viii. [Phoenix Group Health & Safety Statement of Intent](#)

5.3 You will be required to sign the Student Code of Conduct as part of the enrolment process. By signing the Student Code of Conduct you agree to the specific responsibilities and commitments set out in the document. Breaches of the Student Code of Conduct may be subject to action under the Phoenix Academy Student Breach of Code of Conduct Procedure, which may result in exclusion from the Phoenix Academy.