



Terms and Conditions (Higher Education)

Reference:	HE_02
Document:	HE Terms and Conditions
Developed by:	Head of Higher Education
Date developed:	June 21
Date of approval:	June 21
Committee approving:	HE Academic Board
Date becomes effective:	July 21
Reviewed by:	Director of Curriculum
Date of next review:	March 2024

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York College - Higher Education Student Terms and Conditions 2021/22

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1. Introduction: This document sets out the standard Terms and Conditions of York College Further Education Corporation (hereafter called 'York College' or 'the College') for undergraduate and postgraduate students enrolling with the College. These Terms and Conditions govern the agreement ('the Agreement') between the College and you, the student named on the accompanying letter, as to the rights, roles and responsibilities of both parties in connection with your place at the College.

The Agreement starts when you accept an offer of a place at the College.

These Terms and Conditions were last updated June 2021. The College reserves the right to change or add to its services or these Terms and Conditions from time to time (including but not limited to where necessary to reflect changes in relevant laws and regulatory requirements). The College will give reasonable notice of any such changes and the date they take effect. Every effort is made to ensure that all the details are correct at the time of publication but these may be subject to alteration

Please note that the Agreement is governed by English law. This means that the Agreement, and any dispute or claim arising out of or in connection with it, will be governed by English law. You and the College both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

2. Your contract with York College: Before you apply for a place or accept the offer of a place at York College, you should familiarise yourself with this document and also the regulations and policies referred to in this document, all of which are part of your Agreement with the College. Higher Education policies are available on the College HE Policies and Procedures page [click here](#).

In the event that you decline the College's offer of a place on a course as your Insurance choice and you subsequently take a place at an alternative provider, the Agreement shall automatically terminate.

3. Cancellation rights: If you accept the College's offer of a place on a course as your Firm or Insurance choice, a contract is made between you and the College. If you change your mind, you can cancel the Agreement within 14 days of accepting the offer. The cancellation period will expire after 14 days from the day on which you accept the College's offer.

To exercise the right to cancel, you must inform the College of your decision to cancel the Agreement by a clear statement. You may use the contents of the model cancellation form on our website as the wording of your cancellation notice but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To reduce the risk of your cancellation notice being lost please send your cancellation notice to the College by **BOTH** email (to cancel@yorkcollege.ac.uk) **AND** by pre-paid first class 'signed for' post addressed to the Director of Curriculum (Higher Education) and sent to the College's address.

If you cancel the Agreement within the cancellation period, the College will reimburse to you any sums paid under the Agreement in advance. The College will make the reimbursement without undue delay and no later than 14 days after the day on which the College is informed of your decision to cancel the Agreement. The College will make the reimbursement using

the same means of payment as you used for the initial transaction, unless you and the College have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

The College will not begin to provide services under the Agreement within the 14 day cancellation period unless you expressly instruct the College in writing (which includes you accepting an offer for a place on a course with an intended start date that falls within that period). If you start your course during the cancellation period and you subsequently cancel within the cancellation period, you shall pay the College an amount which is in proportion to the services that the College has provided up until you told the College that you wish to cancel the Agreement. The amount repaid will be in comparison with the full intended duration of the Agreement and having regard to the total amount of fees which would have been payable had you not cancelled. The College may make a deduction from your reimbursement in respect of such amount, in which case you will be required to pay any outstanding balance after such deduction.

After the 14 day cancellation period has expired, it may still be possible to cancel your agreement, but this will be subject to the College's express written agreement and you may not receive a full refund.

4. Prospectus Information: York College will make every effort to ensure that the information contained in their Higher Education Prospectus is as accurate as reasonably possible. The prospectus is printed early (approximately 18 months before the course start date) and aims to provide potential students adequate time to make an informed choice of course. The prospectus content may vary by the time you make your course choice. The College would encourage you to regularly review its website course pages for the most up to date course information. [Click here](#)

5. Admissions Policy: The College's Admissions Policy for Higher Education ensures fair, transparent and equitable treatment of all applicants. All applicants are considered for admission on the basis of academic and vocational achievements/experience that provides evidence of the applicant's ability to meet the demands of their chosen course and their potential to succeed at York College. Offers of a place may be conditional on an applicant fulfilling academic and/or other conditions which will be set out in the applicant's offer letter. You have the right to bring a complaint or an appeal in respect of an admissions decision; the procedure to follow is set out in full in the Admissions Policy for Higher Education, which is available on request. [Click here](#)

6. Tuition Fees and Financial Information: When you enrol on a course at York College you become liable to pay the tuition fees associated with that course. Information on tuition fees and all other costs associated with your course and your studies at the College, including deadlines for payment, are provided in the accompanying Pre-Contract Information document. Fees are payable on an annual basis and will not be subject to an annual inflationary increase. The College charges different levels of tuition fees depending on

whether the student is classified as either a Home/EU student or an International student. Further details can be found in the HE section of the York College website [click here](#)

You shall comply with the College's Tuition Fees and Bursary policies on payment of fees. You accept responsibility for the payment of tuition and other associated fees for your course. You understand that should you fail to pay any fee or other sum due to the College (or any instalment of any such fee or sum) on the relevant due date and you do not make payment within 14 days of the College issuing a payment reminder to you, then your details may be passed to a debt collection agency in line with the College's Financial Regulations. The College may also apply sanctions, including temporary or permanent withdrawal of facilities, withholding your certificate and exclusion from the College. Please refer to the full Tuition Fees and Charges policy [click here](#)

The College's Bursary policy can be accessed on the HE Funding page: [click here](#).

Unless the College otherwise agrees in writing, tuition fees and any other sums paid by you to the College will not be reduced as a result of your absence due to illness or otherwise.

The cost of any extra-curricular and enhancement activities such as trips and visits in which you participate shall, except where otherwise stated by the College, not be included in the tuition fees and shall be charged for accordingly at such times and in accordance with such charging rates as the College notifies to you from time to time.

7. Equality and Diversity: York College is fully committed and supportive of equal access and inclusion and aims to avoid unfair discrimination on any grounds. The College is committed to equality of opportunity. The aim is to create an environment in which people treat each other with mutual respect, regardless of: age; disability; family responsibility; marital status; race; colour; ethnicity; nationality; religion or belief; gender; gender identity; transgender; sexual orientation; trade union activity; unrelated criminal convictions. You are required to comply with the College's Equality and Diversity policy as part of the Agreement. Please refer to the full Equality and Diversity policy and statements: [click here](#).

From February 2008, the Government has published guidance to local partners including colleges on preventing extremism. While the guidance was prompted following examples of Al Qaida behaviour, it is also aimed at reducing the risk of radicalisation of vulnerable people by other groups, including some Animal Rights Groups and Far Right Groups. In response, the College has developed a PREVENT strategy. This strategy aims to promote and reinforce shared values, to create space for free and open debate, to break down segregation among different student communities including supporting inter-faith and intercultural dialogue and understanding, to engage all students in playing a full and active role with wider engagement in society and ensure that students are aware of their roles and responsibilities in preventing extremism and radicalisation. You are required to comply with this strategy (available on request) and will agree and confirm that you are willing to do so at the point of enrolment.

8. Personal Data and Data Protection: The College holds personal information about its students, staff and certain third parties. This information is used to monitor student and staff performance, achievements and for other administration purposes, to ensure the College's legal obligations to funding bodies and government are complied with, for purposes connected with students' studies, for health, safety and welfare and for certain other legitimate purposes including communicating with students during and following the completion of their studies. To comply with the law, information must be collected and used fairly, stored safely and not disclosed to any other person unlawfully. To do this, the College must comply with the UK GDPR and the Data Protection Act 2018 – [click here for full policy](#).

As a condition of your enrolment at the College, you give your consent to the College processing your personal information for the purposes described above and in the College's Data Protection Policy. At enrolment, you will agree and confirm that to the best of your knowledge the information shown in all sections of your application and enrolment form are correct.

You will ensure that the College is kept notified of your current address at all times while you remain a student at the College. You undertake to check your College email account frequently and regularly. You agree to notify the College if you are under investigation for committing, or are convicted of, any criminal offence during the period of your Agreement with the College.

Staff, students, and other users of the College's services have the right, subject to certain statutory exemptions and exclusions, to access any personal data that is being held by the College about them. Any person who wishes to exercise this right should complete the College's "Access to Information" form and hand it into College reception clearly marked for the attention of Freedom of Information contact. The College will make a charge of £10 on each occasion that access is requested. Please refer to the full Data Protection Policy (which includes a copy of the College's "Access to Information" form) for further details, a copy of which can be accessed [click here](#).

9. Disclosure of Criminal Convictions: As a condition of your application and enrolment as a student of York College, you are required to disclose to the College any unspent criminal conviction(s) (whether or not relevant to the course you are applying for), and any spent convictions that may be relevant to the course you are applying for. You will also be required to disclose to the College details of any criminal investigations in which you are involved, or convictions which you receive, during the period of your Agreement with the College. The College is obliged to review and consider whether the existence of any such criminal convictions or related information means it is not appropriate for you to be given a place or continue on your course. In such circumstances you will be invited to attend an interview with a College manager who has the authority to review the criminal conviction and, where appropriate, authorise your place or continuation.

It is your responsibility to familiarise yourself with, and to ensure compliance with, the requirements of any professional body which you wish to join either before or after graduation. You should be aware that a change in your circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect your continued compliance with certain professional bodies' requirements and you must notify any such changes to both the relevant professional body and to the College.

It should be noted that criminal convictions (spent or otherwise) may not necessarily be a bar to study, but should nevertheless be disclosed to the College as part of the College's safeguarding procedures.

In some circumstances, registration on a course may be conditional upon your compliance with any requirements arising from legislation or regulations regarding the protection of children and vulnerable adults. This could include a Disclosure and Barring Service check and/or the submission of a Medical Clearance form. Any such requirements will be detailed in the Pre-Contract Information for any relevant courses.

10. Enrolment: All students who wish to undertake a course of study at York College are required to enrol with the College at the start of their course and then each subsequent September for the duration of their course. In addition to complying with these Terms and Conditions and all policies and procedures referred to herein, you agree to abide by the College's rules and regulations (a copy of the current rules and regulations being available on request). The College reviews and changes its regulations from time to time (including but not limited to at the start of each academic year).

11. Changes to your course: The College undertakes a continuous review of its courses, services and facilities to ensure quality enhancement and, as a result, sometimes needs to make changes to its courses, services and facilities (including but not limited to between the point of offer and the time you take up your place). The College therefore reserves the right to:

- make variations to the content and syllabus of programmes of study (including in relation to placements);
- alter the timetable, location, number of classes, content or method of delivery of programmes of study and/or assessment/examination processes;
- suspend or discontinue programmes of study (for example, because a key member of staff is unwell or leaves the College);
- make changes to our rules, regulations, policies and procedures which we consider necessary (for example, in the light of changes in the law or the requirements of the College's regulators).

The College we will keep you informed of such changes and any alternative arrangements introduced as a result of such changes.

12. Termination of your Agreement by the College: Without prejudice to any other right or remedy available to the College under the Agreement or by law, the College reserves the right to terminate the Agreement in the event that you commit a material breach of any of your obligations under the Agreement and do not (in the case of a breach which is capable of remedy) remedy the breach within 14 days of a notice from the College requiring the breach to be remedied.

For the avoidance of doubt, you will be deemed to have materially breached the Agreement in the event that you:

- fail to comply with the College's Student Behaviour Support and Disciplinary Procedure (a copy of which can be accessed by [clicking here](#);
- breach the College's Academic Misconduct or Ethics Guidance (a copy of is available on request)
- fail to pay any tuition fees or any additional charges to the College when due;
- receive a criminal conviction during the period of the Agreement and the College, acting reasonably, considers the existence of such criminal conviction to make it inappropriate for you to continue on your course; or you are declared bankrupt.

In the event that the College terminates the Agreement early under this clause 12, you shall not be entitled to any refund of any tuition fees or other sums previously paid to the College and you shall pay any outstanding fees immediately on demand by the College.

Termination of the Agreement will not affect any legal right or obligation that either you or the College has that may already have arisen.

13a. Student Attendance and Engagement: You are required to attend all classes, tutorials, assessments and examinations which form part of your course except in the event of a genuine reason for absence (i.e. medical reasons, or other personal reasons agreed in advance with your personal tutor). In the event of a genuine reason for absence occurring you must notify your personal tutor immediately upon becoming aware of the reason for absence. In the event of your absence on medical grounds of more than one week you must provide an appropriate Medical Certificate to the College.

In addition:

- Your attendance at all classes, tutorials and examinations shall be punctual.
- Where your record of engagement is considered unsatisfactory by the College, you will be required to attend a meeting to discuss the issues.
- You shall submit all work which is required as part of your course in accordance with the relevant deadlines set by the College.
- You shall endeavour to complete all work required as part of your course to a standard which is acceptable to the College.
- The College shall not be obliged to mark or consider any work submitted by you where you have failed to comply with the College's set deadline for that work. In the event of

your persistent failure to comply with deadlines the College may withdraw you from your course and terminate the Agreement.

- Where the College withdraws you from your course and terminates the Agreement due to your breach of the Agreement (e.g. non-compliance with our processes and procedures) you shall not be entitled to any refund of any sums previously paid to the College and you shall pay any outstanding fees immediately on demand by the College.
- Prolonged absence without due cause may impact upon your Student Loan.

13b. Plagiarism and Academic Offences: Under the College's Academic Misconduct and Student Behaviour Support and Disciplinary procedure, it is an academic offence for any student to commit any act whereby he or she gains or attempts an unfair academic advantage. The following is a non-exhaustive list of examples of acts which the College deems to be academic offences: (i) Plagiarism (including unreferenced copying from the internet or any other unreferenced source), (ii) using work previously submitted in assignment without full acknowledgement, (iii) falsifying data or evidence, (iv) submitting a fraudulent claim for extenuating circumstances, (v) submitting written work produced collaboratively unless such collaboration is explicitly permitted by the College, (vi) assisting another student to commit an academic offence, (vii) copying work of another student, (viii) communicating with another candidate in an examination, (ix) introducing any written, printed, or electronically stored information into an examination other than the material expressly permitted in the instructions for the examination, and (x) attempting to interfere with any assessment process including defacing or interfering with examination answer books. You agree not to commit any such academic offence. You also agree to comply with the College's Student Behaviour Support and Disciplinary Procedure and acknowledge that your committal of any academic offence may lead to disciplinary action and/or termination of the Agreement. You agree to the College submitting your work to SafeAssign within the College's Virtual Learning Environment (see the HE Student Handbook for further details). Please refer to the full policies – click on the relevant policy: [Student Behaviour Support and Disciplinary here: Malpractice and Maladministration Policy.pdf](#), , [Academic Misconduct HE Procedure.pdf](#)

13c. Research Ethics: The College has a Research Ethics Committee which oversees all research activity carried out by HE students. This committee applies the British Educational Research Association (BERA) guidelines to all Research unless another set of Ethical guidelines applies within the subject area being studied. These guidelines can be obtained from the BERA website via this link: <https://www.bera.ac.uk/researchers-resources/publications/ethical-guidelines-for-educational-research-2011>

14. Suspension of Studies: In certain circumstances the College may permit you to suspend your studies (temporary withdrawal/leave of absence) in order for you to take a break from your studies. The College will normally only permit this where your studies are being negatively affected by reasons beyond your control (e.g. health or personal problems) although other reasons may be permitted by exception. Any such suspension will be approved for a defined period of time, after which you will be required to return to

your studies. Any request to suspend needs the College's formal approval, with all requests being governed by the validating University's and/or relevant Awarding Organisation's regulations as well as York College's regulations and guidelines.

The Suspension of Studies Procedure (which is available on request) must be followed when making a claim to suspend your studies. In the event that the College agrees to suspend your studies, you shall be required to comply with the College's suspension procedure and keep the College informed of your intention to return to study. You will also be required to inform the relevant funding body (e.g. Student Loan Company) of your suspension from study. International students will need to discuss any visa implications of their suspension with the College's International Office.

You acknowledge and agree that, in the event that the College agrees to a request by you to suspend your studies, the course you are registered on may change during the suspension period (e.g. due to responses to student feedback, external examiner feedback, changes in research focus, changes within the sector and responses to feedback during the annual and periodic review process). This means that modules and module options may change upon your return. The College will inform you of any changes that have been made to your course during the suspension period.

15. Ancillary Services: Learning Centre, IT Facilities and Learning Support: The College will provide students with access to its Learning Centre and IT systems for the period they are studying. This will include access to WiFi for personal equipment, use of IT resources within the building and the provision of Library resources including a Virtual Learning Environment and a student email account. Your use of such facilities shall be subject to your compliance with the following College policies: IT and Data Security. The College reserves the right to withdraw your access to any such facility in the event that you breach the College's terms of use applicable to such facility.

Depending on your programme of study access to library resources are as follows:

Students on The Open University and Pearson programmes of study do not have access to their library resources and will use library resources at York College University Centre.

Students studying Initial Teacher Training with The University of Huddersfield will have access to the university library resources and York College University Centre library. Please familiarise yourself with their policies in accordance with their validating University's policy on the return of its resources. Please note that your validating University may charge you if you do not return their resources on time or you return them in an unacceptable state. You agree to comply with the relevant University's terms and conditions applicable to such access in the event that you access any such resources.

All HE students at York College studying HE will still have access to physical library resources with our previous validating partner (York St John University) in line with our agreed Memorandum of Understanding.

Where the College provides you with equipment or books relating to your course, you shall return all such equipment and books to the College, in a similar state of repair to how you received them, before the end of your programme of study or, if you leave the College early, before your actual leaving date. The College reserves the right to charge you in the event that any such equipment or books are not returned on time or are not returned in a similar state of repair to how you received them.

Students who have a Learning Support need are required to declare these to the College and apply for Disabled Student Allowance ('DSA') so that the College has the information it requires to support them. Where a student has been assessed for DSA, the College will ensure that the requirements of the assessor are met. Where a student has disclosed a Learning Support need, but has not yet been assessed for DSA, the College will take every step reasonably possible to support the student, without providing them with an advantage over other students, until the DSA assessment is received.

16. Image Capture: You acknowledge and agree that images and recordings of you may be captured during business activities, events and other activities organised and/or hosted by the College using film photography, digital photography, video or other media. You acknowledge and agree that the College may use such images and recordings on the College's website, in the College prospectus, in course brochures, in other publicity material (such as internal and external newsletters) and as part of exhibitions of student work, and that such materials may be provided to the media for publication in local, national or international newspapers or educational magazines. The College acknowledges its legal responsibilities in capturing images and recordings of students by photography or other means (including but not limited to the College's related responsibilities under the Data Protection Act 1998).

17. Course Accreditation: Some courses may be accredited by a Professional, Statutory, and Regulatory Body (PSRB), which means that the course has met a set of criteria required to achieve accreditation which has a standing within the relevant sector. Once accredited, courses are usually subject to review by the PSRB to ensure that the accreditation criteria are continually met. Courses that are accredited may be subject to amendments from time to time in line with any changes to the accreditation of the PSRB. In this event the validating University's policy on degree scheme variations will be implemented (please ask the validating University for a copy if required) and students will be informed. As the accreditation will be affected by non-compliance with required changes, the courses may be changed without the student's consent.

18. York College takes all complaints seriously and will act appropriately whenever they are received. York College will follow the procedures set in in our Complaints and Compliments procedure, [click here](#).

Following this: if unsatisfied with the outcome, the complainant can appeal against the outcome of the investigation. This must be in writing, and received by the Head of Quality Improvement within ten working days from the date of the written response sent regarding the outcomes of the complaint. The Head of Quality Improvement will then investigate the circumstances surrounding the initial investigation or assign a new investigating (appeal) manager to do this.

Complainants will receive written notification of the appeal decision. Ordinarily this will be within five working days of the meeting to consider their appeal.

The decision reached, as a result of the appeal investigation, will be final. York College would provide the complainant with a letter stating that the colleges internal procedures have been completed and advise on the next stages.

If after the internal procedures for York College have been exhausted the complainant remains dissatisfied, they may have the right to refer the matter to the relevant Validating Institution. Validating partners will follow their procedures for complaints.

If the Validating Institution does not offer this opportunity, the complainant will be able to request a review from the OIA. The OIA is an independent body established to consider student complaints which have not been resolved internally. Appeals to the OIA should be made within 12 months of getting a decision from the College. This service is free to students. More information can be found on the OIA website: www.oiahe.org.uk

Please refer to the College's full Complaints and Compliments policy [click here](#).

19. The College's Liability to You: The College is under a legal duty to supply services to you that are in conformity with the Agreement. Nothing in these Terms and Conditions will affect your legal rights.

The College is responsible to you for foreseeable loss and damage caused by the College. If the College fails to comply with the Agreement, the College is responsible for loss or damage you suffer that is a foreseeable result of the College breaching the Agreement or the College failing to use reasonable care and skill, but the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both the College and you knew it might happen (for example, if you discussed it with the College during the application process).

If the College's performance of the Agreement is affected by an event outside the College's control then the College will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided the College does this, the College will not be liable for delays caused by the event but if any such delay continues for 90 days or more you may contact the College to end the Agreement and receive a refund for any services you have paid for but not received.

The College does not in any way limit or exclude its liability for:

- (i) death or personal injury caused by the College's negligence;
- (ii) fraud or fraudulent misrepresentation; or (ii) any liability which cannot be excluded by law.

20. Notices

All notices required to be given under these Terms and Conditions must be given in writing and delivered by hand or by pre-paid first class post or by email. Communications (including notices) will be sent by the College to the name and postal and/or email address for you shown in the College's records. Any notices served by you in relation to the Agreement must be addressed to the Director of Curriculum (Higher Education Lead) and sent to the College's postal address (where delivered by hand or by pre-paid first class post) or to sbarbacane@yorkcollege.ac.uk (where sent by email).

If sent by pre-paid first class post, notice shall be deemed to have been given at 9.00 am on the second working day after posting. If delivered by hand, notice shall be deemed to have been given at the time of delivery. If sent by email, notice shall be deemed to have been given at the time of sending or, where the notice is given at any time on a weekend/public holiday or after 5.00 pm on a working day, shall be deemed to have been given at 9.00 am on the next working day.

21. Additional Terms

You may only transfer your rights or your obligations under the Agreement to another person if the College agrees in writing.

The Agreement is between you and the College. No other person shall have any rights to enforce the terms of the Agreement.

Each of the clauses set out in these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable (whether in whole or in part), the remaining clauses (or the relevant part) will remain in full force and effect.

If the College fails to insist that you perform any of your obligations under the Agreement, or if the College does not enforce its rights against you, or if the College delays in doing so, that will not mean that the College has waived its rights against you and will not mean that you do not have to comply with those obligations. If the College does waive a default by you, the College will only do so in writing, and that will not mean that the College will automatically waive any later default by you.

22. Queries about the course agreement and/or financial arrangements

If you have any queries about the documents you have received, please contact the InfoZone team on info@yorkcollege.ac.uk who will either provide you with the information you need or ensure that your query is referred to the person best able to answer it. You can come into College and ask for the InfoZone who are the team who will be dealing with these enquiries.