

## HIGHER EDUCATION TERMS AND CONDITIONS 2021/22

### 1. OUR CONTRACT WITH YOU

- 1.1 The following contract constitutes the terms and conditions of study in 2021/22 on directly-funded higher education programmes with Gloucestershire College and for provision offered by Gloucestershire College ("the College") in partnership with partner Universities, University of Gloucestershire, University West of England and Birmingham City University.
- 1.2 These terms and conditions and all College procedures or policies referred to in them – together with: (i) any offer communication from the College ('offer'); (ii) any communication issued by UCAS that confirms acceptance of the offer ('confirmation letter'); (iii) the online prospectus as at the date the College makes an offer ('prospectus'); and (iv) the College's confirmation of enrolment communication – form the contract made between the student and the College (the "Contract").
- 1.3 Enrolling on a higher education programme or module taught at the College and/or accepting the offer signifies that the student accepts the terms of the Contract.
- 1.4 The College has a number of regulations, policies, procedures and frameworks (see clause 1.5 below) outlining the agreed practices of the College. By enrolling on a programme of the College and/or accepting the offer and thereby agreeing to these terms and conditions, students agree to comply at all times with these regulations, policies, procedures and frameworks. The regulations, policies, procedures and frameworks referenced in this contract can be located at [www.gloscol.ac.uk](http://www.gloscol.ac.uk) Where applicable, these regulations, policies, procedures and frameworks are those of our partner university and may be found on their website.
- 1.5 Students are subject to the provisions of all the College's Student policies, which include but are not limited to; Student Disciplinary Policy, Student Code of Conduct and Student Assessment Policy. Any students failing to meet the expectations outlined in the Student Disciplinary Policy and Student Code of Conduct may be the subject of disciplinary action, which may involve withdrawal from their programme and termination of this contract.
- 1.6 If a student does not enrol within 6 weeks of the start of their programme or module the College reserves the right to refuse to enrol the student and withdraw the student from his/her programme (without liability). Students who are not enrolled are not entitled to participate in assessments for any modules.
- 1.7 In the event that the provisions of these terms and conditions conflict or are inconsistent with the provisions of any other documents forming part of the contract, the provisions of these terms and conditions shall prevail and the student shall comply with the provisions of these terms and conditions.

## **2. ADMISSIONS**

- 2.1 The offer of a place on a programme that the College makes to the student is subject to the student satisfying the academic and/or non-academic requirements for admission prescribed by the College in the offer. The offer may be conditional or unconditional. If the offer is conditional, the College will set out the conditions in the offer the student needs to fulfil in order to be enrolled on the programme. If the student has not fulfilled the conditions of the offer before the date notified to the student in the offer prior to the start of the programme, the College reserves the right to withdraw the offer. Students have the right to change their mind and reject the offer within 14 days of the date on which they accepted it, by sending written notice to the College.
- 2.2 The College may withdraw or amend any offer or revoke a student's subsequent registration as a student of the College, without liability to the student, if the College were to discover that the student's application contains material inaccuracies or fraudulent information or if the student is found to have omitted key information from his/her application. No refund of fees received will be made in such circumstances beyond that provided for in the College's Tuition Fee Policy.
- 2.3 Where a programme lasts for longer than one academic year, students must enrol on an annual basis.
- 2.4 Students are required to formally enrol with the College. This consists of providing formal identification documentation to the College as outlined in the enrolment letter; passport, birth certificate, national insurance number and driving licence.
- 2.5 All international students who require immigration permission to study in the UK must present a valid UK visa to the College before completing enrolment. We are required to provide evidence of your right to study in the UK. This visa should normally cover the full length of the student's course of study. If the visa expires before the expected course end date, a new visa must be provided before the expiry date. If the student does not provide valid visa documentation (where applicable) to cover the full study period their enrolment and this Contract may be cancelled by the College. In such circumstances the student may be liable for a refund as per the College's Tuition Fee Policy.

## **3. CANCELLATION**

- 3.1 The College reserves the right to cancel a programme in the event of non-viability due to numbers. In this eventuality, the College will advise applicants, and provide help and support to find an alternative programme for them. The College will refund students where it is necessary to close a class due to insufficient numbers or where the attendance of learners is made impossible or inappropriate by some action of the College. Should this action prove necessary, the refund will be processed as part of standard procedures. Refunds will not be paid to those students who have left the course voluntarily. Refunds will not be made for any kit or materials which are being retained by the student.
- 3.2 Fees will not be refunded where course closure is temporary or due to circumstances beyond our control, including but not exclusive to fire, flood or other force majeure, restrictions imposed by government, terrorist attack or threat of epidemic or pandemic disease, temporary staff absences or changes including those due to industrial action.

- 3.3 Students (or potential students as applicants) retain the right to cancel the Contract in certain situations as set out in this clause 3. Withdrawal from the programme is subject to the provisions of the College's Tuition Fee Policy.
- 3.4 Students will have the statutory right to request in writing to cancel within 14 days from the date at which the enrolment form was signed. In this instance, the College will reimburse and refund all payments received from the student within 14 days from the date that the notice of cancellation was received. Should notice of cancellation be received after the statutory 14 day period, then the College reserves the right to collect outstanding fees.
- 3.5 Once the College has commenced providing its services to the student (or potential student as applicant), the student may cancel the Contract with immediate effect by giving the College written notice if:
- 3.5.1.1 the College breaches the contract in any material way e.g. resources, staff, IT, learning environment and do not correct or remedy the situation within 30 days of the student requesting the College in writing;
  - 3.5.1.2 the College goes into liquidation or a receiver or an administrator appointed over the assets of the College;
  - 3.5.1.3 the College changes the terms of the Contract to the material disadvantage of the student (or potential student as applicant); or
  - 3.5.1.4 the College makes any substantial change to the student's programme of study.
- 3.6 The College may cancel the Contract and terminate a student's enrolment at any time with immediate effect by giving the student written notice if:
- 3.6.1.1 the student does not pay the College when required to in accordance with the Tuition Fee Policy;
  - 3.6.1.2 the student breaks the Contract in any material way, and does not correct or remedy the situation within 30 days of the College requesting in writing;
  - 3.6.1.3 any information supplied to the College by or on behalf of the student is misleading, inaccurate or incorrect;
  - 3.6.2 the College becomes aware of any changes to the student's situation or the information relating to him/her which means that the student is no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme;
  - 3.6.3 the student has or receives a criminal conviction or caution, or the College receives a negative response from the Disclosure and Barring Service, which, in the reasonable opinion of the College, makes it inappropriate for him/her to remain on the programme;
  - 3.6.4 the student commits a substantial breach of any of the College's regulations, policies, procedures or frameworks, including any of those set out in clause 1.5 above; or
  - 3.6.5 the student's enrolment and registration is not completed satisfactorily, including the lack of a valid UK visa or its expiry during the programme of study.

#### **4. PROGRAMMES OF STUDY**

- 4.1 Students enrolling onto a programme of study will be entitled to attend classes and participate in assessment for all modules on which the student is enrolled for the academic year(s) to which this Contract relates, subject to making payment of their fees as and when they fall due and the provisions of the contract.
- 4.2 The College will provide relevant library, laboratory, IT and other facilities to students in accordance with the descriptions set out on the college website, unless prevented from doing so by adverse circumstances beyond its control. If so prevented, the College will take all reasonable steps to provide an acceptable alternative.
- 4.3 Students will be assessed in accordance with Academic Regulations, policies, procedures and frameworks. For programmes that last for longer than one academic year, the College will consider the student's academic performance annually, in accordance with the relevant Academic Regulations; where the College judges that a student's registration should be terminated on academic grounds, any future enrolment at the College would be subject to the College's usual admissions procedure. If a student's enrolment is cancelled on academic grounds the student will not be entitled to any refund, over and above that provided for in the College's Tuition Fee Policy.
- 4.4 Any student whose enrolment has been terminated is no longer entitled to attend lectures or classes, to use the College's Library or computing facilities or the partner university facilities or services, to submit assessments, to take tests/examinations, or to proceed to any degree, diploma or other award of the College or partner university.

#### **5. PERSONAL DATA & STUDENT INFORMATION**

- 5.1 The student agrees that the information contained in his/her application for an offer is true, accurate and complete at the time the offer is made and when it is accepted and the student undertakes to inform the College as soon as possible if any of this information or any of his/her personal details or circumstances change including, for example, anything that leads to his/her non-attendance at lectures, seminars or other scheduled programme activity; anything that may impact upon his/her health; or any criminal conviction or caution.
- 5.2 Personal information provided by students to the College is held by the College in its original, electronic and other formats and is processed in accordance with relevant legislation, including the Data Protection Act 2018.
- 5.3 The College is required to provide data about students to third parties and full details are provided in the colleges privacy notice on the college website. Third parties may include: The Office for Students (OFS), Higher Education Statistical Agency (HESA), Education Skills Funding Agency (ESFA) returns, the Student Loans Company, external teaching venues, partner universities and service providers.
- 5.4 Where an enrolment ceases or lapses, the College may retain basic registration details, results and any information that may be required in relation to matters that remain outstanding. The remaining information will be destroyed, subject to the Archiving and Retention Policy.
- 5.5 The College may on occasion record, store and make available to students, video and audio recordings of instances of learning and teaching where the student may be present.

## 6. FEES POLICY AND WITHDRAWALS

6.1 Details of the fees charged for the student's higher education programme, payment options, how to pay the fees, how to withdraw from programmes and information on refunds are all set out in the College's Tuition Fee Policy on the College's website. Fees are outlined and charged on an annual basis.

### 6.2 Student Withdrawals - refunds for self-funding students or those in receipt of SFE loans.

Students enrolled to HE courses who completely withdraw from their course are not expected to return and shall receive a refund in line with the mechanism set out below. Approved refunds will strictly be paid in the same method and to the same account as the money was originally received.

The date of withdrawal will be the later of the student's last date of attendance or the date of receipt of written confirmation from the student of withdrawal from the course. It is the student's responsibility to formally notify the College of their withdrawal at the point at which they leave the course.

Once a withdrawal has been actioned, any outstanding fee shall remain on the student's account and shall be pursued by the College. Any remaining credit will be used to offset any debt on the student's account thereafter a refund will be issued.

The standard mechanism for calculating fee refunds for each year of study is as follows, and is dependent on the student's course start date (example dates are shown):

Withdrawal Date  (example given for Sept 2021 starts)	Amount charged of total fee following withdrawal	Amount refunded of total fee#
<b>Cancellation period.</b> Within 14 calendar days from course start date	0%	100%
After 14 calendar days from course start date to end of 1 <sup>st</sup> term  (e.g. for Sept 2021 start courses – by following 2 <sup>nd</sup> Jan 2022)	25%	75%
In the second term  (e.g. for Sept 2021 start courses – between 3 <sup>rd</sup> Jan 2022 and 22 <sup>nd</sup> April 2022)	50%	50%
In the third term  (e.g. for Sept 2021 start courses – 23 <sup>rd</sup> April 2022 and thereafter)	100%	0%

There may be a different fee refund calculation in operation for some courses to take account of varying delivery patterns, modes of study. Such variations shall be determined by the VP Curriculum & Quality and must be approved by the CFO.

Students will be liable for fees until the College receives evidence of financial assistance from Student Finance England (SFE) towards the cost of tuition fees. No refund shall be made to the student until the College has received the appropriate fee from SFE. If SFE decide to no longer support a student loan application, the student will remain liable for fees. Students will not be entitled for a refund on any overpayment of tuition fees. Any overpayments will be paid directly to SFE.

### **6.3 Temporary Withdrawal from Studies for the remainder of the year**

Students who temporarily withdraw from an HE course at the College, are, by definition, expected to return, the cancellation period does not apply to temporary withdrawals. The fee to be paid for the year in which a student temporarily withdraws will be calculated according to the table in 6.2. Refunds will not be issued for temporary withdrawals and any resulting credit will remain on the student's account and be carried forward to the following year to count towards further fees charged.

Where a student withdraws part way through a term and re-enrols at the same point (during or after the same week the following year), they will be charged for any remaining study at the new fee rate, if applicable. If the student re-enrols for the full academic year, s/he will be charged in full at the new rate.

Students who temporarily withdraw their studies remain liable to pay any outstanding fees due to the College. Should a student not complete their course or wish to suspend their study for any reason such as intercalation or illness – it is the responsibility of the student to contact Student Finance England with regard to loan amounts and fees payable.

### **6.4 Sponsored Student Withdrawal**

A sponsor is a third party eligible body or organisation that will be responsible for payment of tuition fees. A sponsor will typically be an employer or government body. The College must receive satisfactory evidence of financial assistance from sponsors. Students will be liable for fees until the College receives evidence. It is the student's responsibility to ensure any agreed sponsorship of tuition fees is paid within 30 calendar days of enrolment.

In the event that the student withdraws, the College will pursue collection of any outstanding fees. Where the course fees have been paid by a sponsor and the sponsored student leaves before the start of the course, the sponsor will be allowed to transfer the fees paid to a replacement student. Once the sponsored student has started the course, refunds will not normally be made to sponsors, other than in exceptional circumstance. Where a student leaves the sponsor's employment, any outstanding fees will be recoverable from the employer with whom the contract for support was agreed. A sponsor can make representation to the Principal or Chief Financial Officer, and a decision based on individual circumstances could include a refund by a credit note.

## **7. STUDENT DEBTORS**

7.1 The College reserves the right to cancel this Contract and the enrolment and/or terminate the registration of any student who has failed to pay tuition fees in accordance with the terms of the College's Tuition Fee Policy.

- 7.2 If at the end of an academic year of any programme, the student has not paid all or part of any outstanding debt, the student will not be allowed to enrol on to any programme for the next academic year, or graduate if they are in their final year.
- 7.3 If the student owes fees (other than tuition fees) related to any element of the services (for example, library fines) by the due date, the relevant element (for example, use of the library's borrowing facility) may be withdrawn until the fees have been paid in full.

## **8. CHANGES TO MODULES AND PROGRAMMES**

- 8.1 Once the student has accepted the College's offer and/or enrolled as a student of the College, the College will use all reasonable endeavours to deliver the student's module or programme as per the terms of the contract.
- 8.2 The College 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 the College. Where material changes are necessary or proposed, student representatives will be consulted and the College will provide appropriate support and guidance.
- 8.3 The College will use reasonable endeavours to deliver programmes in accordance with published documentation. It may be necessary for the College to institute material changes or amend programmes from time to time. In the event of substantial variations, the student may withdraw from the contract on written notice to the College in accordance with the requirements of clause 3.

## **9 SERVICES, FACILITIES AND LIABILITY**

- 9.1 Use by the student of any of the College's IT facilities will be treated as acceptance by the student of the College's Student Acceptable Use Policy which is detailed in the HE Student Agreement.
- 9.2 The student's right to access any services or facilities of the College will cease upon termination of the student's enrolment.
- 9.3 The provision of a facility or service may be subject to an additional charge (separate from the tuition fees). Where this is the case, the College will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between the student and the College.
- 9.4 Whilst the College takes all reasonable care to ensure the safety and security of students, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by the College's negligence. Students are advised to insure personal property against such risk of loss and damage.

- 9.5 The College shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the College.
- 9.6 The College shall not be liable for failure to perform any obligations under the contract if such failure is caused by any act or event beyond the College's reasonable control ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to students.

## **10 INTELLECTUAL PROPERTY**

- 10.1 The College's Intellectual Property Policy will apply to any work created by the student.

## **11 COMPLAINTS PROCEDURE**

- 11.1 If a student has a complaint about the College, the student should follow the College's Talkback Policy. If, however, having followed the Talkback Policy to completion, a student remains dissatisfied, the student has the right to make a complaint to the Office of the Independent Adjudicator (OIA) for Higher Education.

## **12 CHANGES TO TERMS AND CONDITIONS**

- 12.1 The College may revise the terms and conditions of this Contract where in its opinion it will assist in the proper delivery of any programme or in order to:
- (a) comply with any changes in relevant laws and regulatory requirements;
  - (b) implement legal advice, national guidance or good practice;
  - (c) provide for new or improved delivery of any programme;
  - (d) reflect market practice;
  - (e) in the College's opinion make them clearer or more favourable to the students;
  - (f) rectify any error or mistake; or
  - (g) to incorporate existing arrangements or practice.
- 12.2 If the College revises the Contract under this clause 14, it will publish the amended Contract by such means as it consider reasonably appropriate. The College will use reasonable endeavours to give the students at least one month's written notice of any changes to the Contract before they take effect.
- 12.3 No variation or amendment to the Contract may be made without the College'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.



### **13 GENERAL**

- 13.1 A written notice given under the Contract may be sent by email.
- 13.2 The College may transfer its rights and obligations under the Contract to another college or similar organisation and it will always notify the student in writing if this happens, but this will not affect the student's rights or the College's obligations to the students under the Contract.
- 13.3 The terms of the Contract shall only be enforceable by the student (or potential student as applicant) and the College.
- 13.4 The Contract constitutes the entire agreement between student (or potential student as applicant) and the College in relation to its subject matter.
- 13.5 No failure or delay by the College or the student (or potential student as applicant) 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.
- 13.6 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.
- 13.7 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the 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.