



Higher Education Student Terms and Conditions of Study

1. Introduction

- 1.1 These terms and conditions, together with the other documents to which they refer, form the contract between you and Reaseheath College (the College) with regard to your Higher Education programme of study.

2. Our contract with you

- 2.1 When you accept the offer of a place at the College, a legal contract is made between you and the College. The legal contract sets out your rights and responsibilities as well as those of the College. No contract will exist until you formally notify the College that you accept an offer of a place, either direct to the College or through UCAS or other agency, as appropriate to your application process.
- 2.2 It is important to know what is in your contract before you accept a place at the College so that you understand what you are agreeing to and what your rights are.
- 2.3 These terms and conditions, as well as your entry requirements, offer letter and/or UCAS offer (including any conditions and/or special requirements) and the College's regulations, procedures and policies, form the contract between you and the College.
- 2.4 The terms and conditions are set out below and your acceptance of a place is subject to them. In the event that the provisions of the terms and conditions conflict or are inconsistent with any other documents forming part of the contract, the provisions of these terms and conditions will apply.

3. Our regulations, procedures and policies

- 3.1 The College's regulations, procedures and policies set out the agreed practices of the College. By enrolling on a programme of the College and/or accepting the offer of a place on a programme, you agree to comply with these regulations, procedures and policies, as amended from time to time. The regulations, procedures and policies can be located at <http://www.reaseheath.ac.uk/about-us/about-the-college/college-policies/> and on the Virtual Learning Environment (VLE). These regulations, procedures and policies include:
- HE Admissions Policy
 - Student Charter
 - Fitness to Study Policy and Procedure
 - HE Student Complaints Policy
 - Student Disciplinary Policy
 - Data Protection Policy

4. Admissions

- 4.1 The College HE admissions policy sets out the HE admissions policy and procedure and can be found on the College website at <http://www.reaseheath.ac.uk/about-us/about-the-college/college-policies/>.
- 4.2 The offer of a place on a programme at the College is subject to you satisfying the academic and/or non-academic entry requirements for admission set out 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 that you need to fulfil in order to be enrolled on the programme. If you have not fulfilled the conditions by the date set out to you in the offer, the College reserves the right to withdraw the offer.
- 4.3 The College may withdraw or amend an offer or revoke your subsequent registration as a student, without liability to you, if your application is found to have omitted key information or contains material inaccuracies or fraudulent information.

5. Enrolment

- 5.1 Following acceptance of an offer of a place at the College, you will be given an enrolment date on which you must attend in order to enrol on your programme of study. If you do not enrol by the enrolment date, the College reserves the right to decline to enrol you and to withdraw you from the programme without liability to you.

5.2 By enrolling at the College you are accepting a legally binding liability to pay Tuition Fees.

6. Tuition Fees and Payment

- 6.1 The College aims to provide clear and timely information about tuition fees to help you make informed decisions. When you apply for a programme at the College you will receive information on tuition fees and other known mandatory costs. Tuition fees and charges are reviewed annually and the College publishes its approved fees by the end of September for the coming academic year.
- 6.2 Tuition fees do not include any fees payable for residential accommodation, which will be subject to a separate contract.
- 6.3 **If you accept an offer of a place on a programme at the College, from the date of enrolment you agree to pay all tuition fees (and any mandatory programme costs and expenses) as and when they fall due. If you fail to pay your tuition fees as and when they fall due the College reserves the right to withdraw you from your programme.**

6.4 If you decide to withdraw (including postponing or transferring your studies to another institution) after accepting an offer of a place at the College, the College will make the following charges in relation to your tuition fees:

- **Withdrawal at any time before and up to 2 weeks after enrolment: no charge**
- **Withdrawal at any time up to the start of the Spring Term: 35% of tuition fees for the year**
- **Withdrawal at any time up to the start of the Summer Term: 70% of tuition fees for the year**
- **Withdrawal at any time after the start of the Summer Term: 100% of tuition fees for the year**

This clause does not affect any rights you may have under clauses 8, 9 and 10 below.

6.5 The College reserves the right to require a deposit payment towards your tuition fees. This will be set out in your offer letter. The College reserves the right to withdraw the offer if you do not pay the deposit by the date set out in the offer.

6.6 The College will invoice you (or if applicable a third party paying on your behalf) for the tuition fees to be paid on the date set out in the invoice.

6.7 Tuition fees are usually charged in each academic year of your programme and you should ensure that you have made the necessary arrangements to pay your tuition fees before enrolling for the next academic year of your programme.

6.8 When you register on your programme the tuition fees set at the start of your programme will remain fixed for the duration of your programme. If you progress straight from a Foundation Degree programme with the College to a BSc top up programme with the College your tuition fees will remain those fixed for your Foundation Degree. External top-up students or those who take a break between their Foundation Degree programme and top up programme will be subject to the current advertised fee for the top up programme.

7. Failure to Pay the Fees

7.1 It is your responsibility to ensure that the College tuition fees and all other expenses related to your programme are paid in each academic year. If someone else is responsible for payment on your behalf you must ensure that they do so. You remain responsible if they do not pay.

7.2 If your tuition fees remain unpaid 28 days after the date that they are due, the College may:

- Start its debt recovery process to recover the debt;
- Exclude you from the College and end this contract; and/or
- Withhold any award or qualification that would otherwise have been made to you, suspend the services the College provides and/or refuse to allow you to proceed any further, until all outstanding amounts have been paid or repayment arrangements have been made, which the College considers satisfactory;
- Take legal action to recover the debt if necessary.

8. Right of Cancellation

- 8.1 You have the right to cancel your contract with the College within fourteen days of the date on which the contract is entered into. Subject to 8.2 below, this will be within fourteen days of the date that you accept an offer of a place either direct to the College or through UCAS or other agency, as appropriate to your application process.
- 8.2 You will have a right to cancel at a later date if you receive an amended offer from the College which you then accept or where you enrol on your programme 'at a distance' (ie by online means), rather than coming in to College to enrol 'face to face'. In this case, your right to cancel will be within fourteen days of your acceptance or enrolment.
- 8.3 To exercise this right to cancel you must inform the College in a clear statement (by letter or email) of your decision to cancel the contract.
- 8.4 You do not have to give any reason for cancelling the contract. The College may ask you to help inform it of the reasons why students may decide not to come to the College, but you do not need to give any reason if you do not want to.
- 8.5 If you cancel the contract in accordance with this clause 8, subject to 8.6 below, the College will reimburse to the original payer any payments received (including any deposit paid) no later than fourteen days after the day on which the College is informed of your decision to cancel. You should not incur any fees as a result of reimbursement.
- 8.6 If your programme has already begun or is due to begin before the end of your right to cancel as set out in this clause 8, by accepting the offer and/or enrolling on the programme you expressly agree that the programme begins within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period then you will be liable to pay a proportion of the Tuition Fees to cover the period of programme delivery and/or the College may retain any deposit paid by you to reserve a place.

9. Programme Delivery and Changes

- 9.1 The College prepares its Prospectus and online information about its study programmes with care and every effort is made to make sure that the information is accurate. The College will always try to deliver programmes in line with the descriptions set out in the Prospectus and/or on its website. The hard copy version of the Prospectus is published at least a year before the study programmes commence and sometimes the information can change in this time.
- 9.2 If changes to the Prospectus need to be made, the College website will be updated as soon as reasonably practicable to reflect the changes to a programme.
- 9.3 The College reserves the right to make changes to programmes where it considers such changes to be reasonable. If such changes are made, prospective students and/or students will be notified as soon as reasonably practicable and the College website will be updated to

reflect the changes. These changes will usually be for one or more of the following or similar reasons:

- To make updates to programmes to reflect best practice or new academic developments and to refresh curricula to ensure their currency for the benefit of students;
- To improve and enhance students' experience of a programme or to incorporate changes arising from student feedback for the benefit of students;
- To meet external, professional or accrediting body requirements;
- To safeguard academic standards, for example, in response to external examiner feedback;
- To take into account staff changes;
- As a result of minimum numbers for study programmes or modules not being met.

9.4 The College will make all reasonable endeavours to avoid making changes to your programme later than 28 days before your programme starts. However, sometimes such changes need to be made, for example, for the reasons as set out above in clause 9.3. Most changes of this nature will be made to improve the programme for the benefit of students and will not adversely affect students. Most changes will become effective from the start of the next academic year, but sometimes in year changes need to be made. You will be notified of changes to your programme as soon as reasonably practicable.

9.5 The College website will be updated as soon as reasonably practicable to reflect the changes to the programme.

9.6 If a material change needs to be made later than 28 days before your programme starts or during your programme the College will notify you in writing of the proposed change and student representatives will be consulted. A material change includes:

- Where the College discontinues or merges your programme or combines it with other programmes of study;
- A change which may reasonably be expected to have an adverse effect on you.

9.7 You will be deemed to have consented to the material change referred to in clause 9.6 above unless you notify the College in writing that you do not consent to the change within two weeks of receiving notification from the College.

9.8 If you have notified the College, within two weeks of receiving notification of the material change, that you do not consent to the change, the following will apply:

- The College will arrange to discuss the matter with you within a reasonable time and seek to find a resolution to which you and the College can agree;
- If no resolution can be agreed within a reasonable time, you have the right to withdraw from your programme;
- You must notify the College in writing of your decision to withdraw;

- On request, the College will use its reasonable endeavours to provide a suitable alternative programme at the College (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational provider;
- The College will usually refund any Tuition Fees already collected through an employer or through self-funding, or via the Student Loans Company overpayment process, for the term in which you withdraw from the programme. The College will not refund any Tuition Fees for previous terms.

10. Programme closure and teaching out

- 10.1 Through regular reviews of its provision, the College may occasionally decide that closure or replacement of a programme is the appropriate way forward. The College recognises the statement of good practice issued by the Higher Education Funding Council for England (HEFCE) published in 2015 (accessible at <http://www.hefce.ac.uk/reg/sp/>) regarding programme closure and teaching out. Teaching out means continuing to teach existing registered students to the end of their programme but closing the programme to new students.
- 10.2 The College recognises that a programme closure or replacement is a material change to your programme, to which clause 9 above will apply. If you are an existing student registered on a programme which is proposed for closure, the College will consult with you, discuss concerns and provide a clear plan for you to be able to complete your study. These plans may include teaching out the cohort of students, or transferring to a similar course within the College or outside of the College.
- 10.3 The College will assist you, provide guidance on transfer of credit/academic progress achieved and help in identifying similar programmes of study, both within the College and outside of the College, but will not coordinate any application for you.
- 10.4 Where teaching out is not possible and none of any proposed alternative options are acceptable to you, you should confirm to the College in writing your decision to withdraw. The College will usually refund any Tuition Fees already collected through an employer or through self-funding, or via the Student Loans Company overpayment process, for the term in which you withdraw from the programme and will record the amount of credit/academic progress achieved. The College will not refund any Tuition Fees for previous terms.

11. Events beyond the College's control

The College will not be liable for any failure or delay in performing its obligations, including any liability under clauses 9 and 10 above, if this failure or delay is due to any cause beyond the College's reasonable control, which includes (without limitation) any government action, any act or omission of third parties which wholly or partly provide or fund the programme, political unrest, fire, flood, war, strike or other labour dispute, staff illness, public health concern, extreme weather conditions, natural disaster or act of God.

12. Intellectual Property Rights

The intellectual property in theses, dissertations, exercises and answers to tests, assignment tasks and examinations will ordinarily be owned by you as part of your course work or research, unless a different agreement is made, for example in collaborative work. The College will have the right to use your intellectual property for teaching, research and other academic purposes (a non-exclusive royalty-free perpetual licence).

13. Liability for Damage

13.1 The College does not accept liability, and expressly excludes liability for the following, for which you are advised to take out your own appropriate insurance cover:

- Any loss or damage to your property (including but not limited to any motor vehicle or cycle) unless caused by the negligence of the College or its employees;
- Any loss or damage suffered by you as a result of use of any computer equipment or software made available by the College, including (but not limited to) any contamination of software or loss of files as a result of using the College equipment or software.

13.2 Nothing in these terms and conditions excludes the College's liability for death or personal injury caused by the College's negligence or for fraudulent misrepresentation.

14. Data Protection

14.1 The College may use and process personal information (data) about you whilst you are a student at the College and after you have left the College.

14.2 By accepting a place on your programme and enrolling you are agreeing to the College processing the data that you give to the College including sensitive personal data. Sensitive personal data includes information held by the College as to your physical or mental health, sexual life, ethnic origin, the commission or alleged commission of an offence by you and any court proceedings including the outcome or sentence in such proceedings.

14.3 The purposes for which the College may process your personal data, including sensitive personal data include:

- Administration of your enrolment on and participation on your programme, including administration of examinations, results and certificates and your attendance and performance, and the provision of this information to your employer or sponsor where applicable;
- Provision of services, facilities and learning support to you and the protection of your health, safety and wellbeing whilst at College, which may involve the College disclosing your personal data to those providing relevant services within the College and to relevant third parties;
- Implementation of the College's regulations, procedures, policies;
- Collection of fees;

- Equal opportunities monitoring;
- Alumni activities;
- Provision of references about you;
- For health and safety purposes, for example use of CCTV and video monitoring in areas where this use is made apparent.

14.4 In some circumstances it may be necessary for the College to transfer your personal data, in line with the purposes in clause 14.3 to a country outside the European Economic Area (for example if you take a programme of study in such a country or that is your country of origin). You should be aware that countries outside the European Economic Area may not offer data protection law equivalent to that offered in the United Kingdom. By signing the enrolment form when you enrol, you consent to the transfer of your personal data if these circumstances apply.

14.5 If you are a non-EU resident and require a visa to study in the UK you must demonstrate at enrolment that you have the valid documentation to undertake your chosen programme of study. If you fail to provide valid immigration status the College reserves the right to withdraw you from your programme. The College is obliged to report to UK Visa and Immigration any learners who do not enrol on their chosen programme, have long periods of un-notified absence from their programme and whose contract with the College is terminated. At times the College may undertake visa checks, by signing the enrolment form when you enrol you are consenting to the College contacting the Home Office concerning your circumstances and the Home Office releasing required information to the College.

HESA Student Collection Notice

14.6 The College is required to send some of the information we hold about you to the Higher Education Statistics Agency (HESA). This forms your HESA record. Further details can be found on the HESA website at <https://www.hesa.ac.uk/about/regulation/data-protection/notices>.

15. Changes to these terms and conditions

15.1 The College reserves the right to make reasonable changes to these terms and conditions. Changes will usually be made in order to:

- Comply with changes in law or government policy, court and similar body rulings, Higher Education Funding Council or similar funding body requests;
- Implement good practice and legal advice;
- Improve operations, services or facilities;
- Make them clearer or correct errors.

15.2 Where changes are made, the College will inform applicants and students before the changes are made or as soon as reasonably practicable and any new editions of these terms and conditions will be made available on the College website and VLE.

16. Contact details, queries and complaints

If you have any queries about these terms and conditions or about your other contract information or to inform the College in writing as requested in these terms and conditions, you should contact:

The Academic Service and Student Support Manager
Faculty of Higher Education,
Reaseheath College,
Nantwich,
Cheshire, CW5 6DF.

If you have a complaint relating to these terms and conditions or the processing of your application, you should contact the Dean of Higher Education, at the above address. In the event you are not satisfied with the College outcome of your complaint, then you are entitled to take your complaint further to the Office of the Independent Adjudicator for Higher Education at <http://www.oiahe.org.uk/>.

17. General

- 17.1 If any provision in these terms and conditions is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of the other provisions.
- 17.2 Any notice or other communication under these terms and conditions will be addressed to you at the last address notified by you to the College and shall be deemed to have been properly served and delivered when left at that address by hand, or of posted be prepaid first class post, 48 hours after being posted to that address.
- 17.3 If you breach these terms and conditions and the College decides not to exercise any right it may have, this does not prevent the College from exercising its rights in future in relation to that breach or any further breaches by you.
- 17.4 These terms and conditions do not confer any rights or benefits on third parties (including a student's parents) under the Contracts (Rights of Third Parties) Act 1999.
- 17.5 These terms and conditions are governed by the laws of England and Wales and both the College and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Date of Issue	November 2016
Review Date	August 2019
Lead	Dean of Higher Education
Responsible for update	Academic Service and Student Support Manager
Approved	15 November 2016
Approved by	College Executive
Published	College Website, Staff and HE Student Intranet site
Date of Equality Analysis	November 2016