

Higher Education Student Terms & Conditions

2024/25

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If you require this document in an alternative format, please contact HE Quality Officer
hequality@tameside.ac.uk (phone 0161 908 6763).

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Introduction

- 1.1 These Terms and Conditions (“Terms”), along with the (i) procedures, policies and regulations referenced in this document, (ii) your offer letter from Tameside College (“Offer”), and (iii) the online prospectus (link) as at the date of the Offer, form the contract between you (“the student”) and Tameside College (“us”) in relation to your studies at the College (the “Contract”) as at the point you accept your Offer to study a HE programme with Tameside College.
- 1.2 By accepting an Offer to study at the College, you agree to comply with, and be bound by, these Terms including the following regulations, policies, and procedures (as amended from time to time and as applicable to you) should you become an enrolled student. Such policies are available in the [Policies and Procedures](#) section of the [HE Tameside website](#):
- Academic Regulations of Conduct for the Awarding Bodies connected with our HE provisions (see [Appendix A](#))
 - Data Protection Policy
 - HE Academic Appeal Policy & Procedures
 - HE Academic Misconduct Policy & Procedure
 - HE Acceptable Behaviour Policy
 - HE Admissions & Recruitment Policy (including Criminal Convictions)
 - HE Assessment Policy
 - HE Attendance and Active Study Policy & Procedure
 - HE College Charter
 - HE Complaints Policy and Procedure
 - HE Extensions and Extenuating Circumstance Policy & Procedure (including Withdrawal and Deferrals)
 - HE Fitness to Practice Policy
 - HE Fitness to Study Policy
 - HE Programme Suspension, Termination and Compensation Policy
 - Health and Safety Policy

- IT Acceptable Use Policy
- Prevent Policy and Procedure
- Safeguarding Policy and Procedure
- Student Handbook
- Student Protection Plan
- Tuition Fees Policy

- 1.3 It is important that you understand the commitment you are making so please read these Terms and all other documents referenced carefully. If you have any questions or require clarification on any aspect of these Terms, please contact the HE Quality Officer at hequality@tameside.ac.uk for assistance before accepting an offer.
- 1.4 Your acceptance of these Terms and Conditions (and the terms of the Contract) will be confirmed when you register and enrol for your chosen programme with us. These Terms may be updated throughout the year to correct errors, improve clarity or accessibility, or reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes.
- 1.5 If you are under 17 at the point that you are made an offer to study a programme at the College, then part of the conditions of your offer will be that your parent(s) or guardian are asked to sign our consent form in addition to agreeing to these terms.
- 1.6 If your programme is affiliated with a professional association or third-party provider, there may be a requirement for you to accept the terms and conditions of said parties. Details of these requirements are outlined where appropriate within our literature (online or printed). Additional information will be provided by your programme team about such connections with professional bodies or third-party organisations. By agreeing to these Terms and Conditions, you thereby agree to abide by any relevant professional bodies' terms and conditions.
- 1.7 If any terms, conditions, or provision contained in the Contract is held to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall, to

that extent, be severed from the Contract between yourself and us without affecting the remaining Terms and Conditions which shall continue to be valid to the fullest extent permitted by law.

- 1.8 In the event of any conflict between provisions in these Terms and Conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable)), these Terms and Conditions shall take precedence.

Applications

- 2.1 All applications to undertake HE studies at Tameside College will be processed in accordance with our [HE Admissions and Recruitment Policy](#) and the policies and procedures of the Awarding bodies.
- 2.2 It is your responsibility to ensure that all of the information you provide in respect of an application or enrolment to us is true and accurate. It remains your responsibility to ensure we are kept informed of any changes to personal details, addresses and contact information which will be stored in line with [Data Protection Act 2018](#) requirements. You should contact the HE Quality Officer to make any such changes via hequality@tameside.ac.uk. We will not be responsible for any failure to receive emails if these Terms and Conditions are not adhered to.
- 2.3 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, we may withdraw or amend your Offer, or terminate your registration at the College in line with section [Our Right to Cancel](#) below.
- 2.4 The Offer we make to you will be conditional or unconditional. If your Offer is conditional, we will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme of study. For qualifications listed on the [UCAS Tariff](#), we will use the [UCAS Tariff](#) points in determining the nature of offers.

- 2.5 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer letter or any other date notified to you, we reserve the right to withdraw your Offer. For students applying through [UCAS](#), this will be in line with UCAS' required periods for students to respond to offers.
- 2.6 If you have not confirmed your acceptance to study with us prior to the commencement of enrolment, and following communications to you by us, we reserve the right to withdraw our offer of a place on a programme.
- 2.7 We may require you to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction may result in the termination of your Offer in line with [Our Right to Cancel](#) section below.
- 2.8 As part of the admission process, you may be invited to an Admission Interview during the application and enrolment period. The purpose of this is to provide academic staff with the opportunity to ensure you have met the minimum entry requirements of specific courses and to ensure there is a reasonable expectation that you will be successful on your chosen course. The [How to Apply](#), available on the [HE Tameside website](#), provides more detail of the interview process. If you require any reasonable adjustments to be made as part of the admissions or interview process, please inform the Admissions Officer via admissions@tameside.ac.uk.

Conditions of Admission

- 3.1 Your acceptance onto the programme, and entitlement to benefit from any membership privileges, such as accessing services and facilities, including any additional facilities provided or supported by the awarding bodies, are subject to you complying with the terms of the Contract and registering with us.
- 3.2 You must fulfil the academic requirements of the programme criteria in accordance with the terms of the Contract, including submitting programme-related work and assignments in line with [HE Assessment and Examinations Policy](#), [HE Extensions and Extenuating Circumstances Policy](#), attending examinations, lectures, seminars and

other instructional sessions provided by us and partner universities in compliance with the [HE Attendance and Active Study Policy](#).

- 3.3 If you do not enrol within 14 days of the start of the semester that your programme begins, or within the period of enrolment as advised by us, we reserve the right to refuse to enrol you and withdraw you from your programme. Students who are not enrolled on their programme are not entitled to attend classes, participate in assessments for any modules, or use any aspect of college premises or facilities (be this campus-based or online).
- 3.4 Failure to adhere to these Terms or any referenced documents may result in disciplinary measures being taken against you by us, as outlined in the [HE Acceptable Behaviour Policy](#) and us cancelling your registration in line with [Our Right to Cancel](#).

Unspent Criminal Convictions

- 3.5 You must disclose any relevant unspent criminal convictions (excluding motoring offences) when you apply to study with Tameside College. Relevant unspent convictions include:
- Offences listed in the [Sexual Offences Act 2003](#) (in the United Kingdom or equivalent Act for outside of the United Kingdom).
 - Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm, or offences which resulted in actual bodily harm.
 - Offences listed in the [Terrorism Act 2006](#) (in the United Kingdom or equivalent Act for outside of the United Kingdom).
 - The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking.
 - Offences involving firearms, weapons, crossbows, and knives.
 - Offences involving arson.
 - Fraud.
 - Offences of human trafficking, slavery and forced labour.

- 3.6 If you receive an unspent criminal conviction between applying and enrolling with us, you must inform us in writing to hequality@tameside.ac.uk before your enrolment. This allows us to assess the compatibility of such convictions with your membership at the College and, specifically, your enrolment in your chosen programme. You are not required to divulge the details of the offence at this stage, but we will provide you with a form to complete to allow you to give further details regarding your offence, which will be reviewed by the Designated Safeguarding Lead or a nominated deputy.
- 3.7 If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from Safeguarding Team via safeguarding@tameside.ac.uk. Alternatively, you can find further information within the [Rehabilitation of Offenders Act 1974](#) or get support and advice from an external organisation such as [Unlock](#).
- 3.8 The offence you disclose will be reviewed against our safeguarding risk assessment criteria to determine your eligibility to pursue your selected programme of study. This assessment will take into account the specific requirements of your programme, including those stipulated by professional, statutory, or regulatory bodies, as well as potential risk posed to the college community, particularly children and vulnerable adults. The result of this risk assessment will be communicated to you clearly in writing. For certain programmes, disclosure of spent convictions may also be required, as outlined by the admissions information for that programme.
- 3.9 If you commit an offence while enrolled as a student, you must inform us immediately via hequality@tameside.ac.uk. At this stage, you are not required to disclose the nature and details of the offence, but the HE Quality team will provide you with a form to complete. The form will ask you to detail the nature of the offence and should be given directly to the Designated Safeguarding Lead or an appointed deputy for review.
- 3.10 The offence will be assessed against safeguarding risk assessment criteria to determine your ability to continue with your programme of study. This assessment

will take into consideration not only the specific requirements of your programme, including those mandated by professional, statutory, or regulatory bodies, but also the potential risk posed to the college community, particularly children and vulnerable adults. The outcome of this risk assessment process will be communicated to you clearly in writing.

- 3.11 If, following the outcome of the risk assessment, we determine your programme of study is unsuitable, we will discuss alternative options with you, where practicable.
- 3.12 If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Terms. We may take action under the [HE Acceptable Behaviour Policy](#) which could affect your ability to study with us (see our [Our Right to Cancel](#) section below).

Telling us about a disability

- 4.1 We are fully committed to supporting you to achieve your potential and making reasonable adjustments to support those with disabilities in line with the [Equality Act \(2010\)](#). It is your responsibility to notify us of any additional physical, mental, emotional, or other support need you may have.
- 4.2 The [Special Educational Needs and Disability \(SEND\) Policy](#) outlines in more detail the kinds of support that might be available to support students to successfully complete their studies. Whilst you can share a support need at any time, including if a support need emerges during your time in study, we would encourage all students to let us know about any disability, learning difficulty, or long-term health condition at the earliest opportunity so that we can work with you to ensure appropriate support is in place.

Fees and Costs

Tuition Fees and Additional Costs

- 5.1 Upon accepting an Offer to study Higher Education with us, you acknowledge and accept your responsibility to ensure the timely payment of your programme tuition fees in accordance with the Tuition Fees Policy. Furthermore, you agree to adhere to our regulations, set out in the Tuition Fees Policy, governing fee payments, refunds, and financial obligations in the event of withdrawal from your studies, including the consequences of non-payment, subject to amendments.
- 5.2 Our tuition fees are set and reviewed on an annual basis by the Vice-Principal Finance & Infrastructure and the Finance and Resource Committee to ensure that changes from the external bodies and other market forces are taken in account in setting fees, and fee remission, to facilitate education in the most accessible way possible. We follow the [Office for Students \(OfS\) guidance](#) to ensure transparency and compliance with the fee limits set by the government.
- 5.3 The majority of HE students will finance their tuition fee costs through a Tuition Fee Loan from [Student Finance England \(SFE\)](#). It is your responsibility to complete an application with SFE if you intend to secure a Tuition Fee Loan. If you encounter difficulties or need assistance with your loan application, support is available from the Bursary Team on Tel: 0161 908 6560 or 0161 908 6650 and studentfinancialsupport@tameside.ac.uk.
- 5.4 If you are planning to cover your Tuition Fee using personal funds, a 20% deposit is required at enrolment, with an option of monthly instalments arranged to cover the remaining amount by the end of the academic year. The payment information and alternative payment schedules are set out in the [Tuition Fees Policy](#).
- 5.5 If you are uncertain about the funding you may receive from SFE or any other funding source, please seek guidance from the Bursary Team on Tel: 0161 908 6560 or 0161 908 6650 and studentfinancialsupport@tameside.ac.uk. While they can provide information, it is important to note that only SFE can approve or reject your loan based on the details in your application.

- 5.6 If you fail to settle your tuition fees in full by the designated due date, we reserve the right, though are not obligated, to deny your continuation in your programme of study.
- 5.7 In addition to tuition and other fees, you may incur additional costs such as:
- work placement (optional or compulsory),
 - core textbooks,
 - uniform/Personal Protective Equipment (PPE),
 - specialised materials,
 - visit fees,
 - examination resit fees,
 - reassessment fees,
 - additional module fees,
 - library fees (including costs for lost items),
 - printing costs (if you exceed your printing allowance for the semester),
 - application fees
- 5.8 Detailed information regarding additional costs associated with each programme of study is available on the individual course pages on the HE Tameside website. Whether mandatory or optional, all additional costs will be brought to your attention during the initial inquiry phase and will be confirmed during the interview process.
- 5.9 Should you need to repeat a year and/or assessments, additional fees will be incurred as outlined in the [Tuition Fees Policy](#). Should you need to repeat a year and/or assessments, then fees set out in section 6.1 of the Tuition Fees Policy [Tuition Fees Policy](#) will be due for that additional year of study.
- 5.10 If you withdraw from your programme, your financial obligations and/or refund will be handled in line with the [Tuition Fees Policy](#) For further details on cancelling or withdrawing, please see the [Cancellation and Withdrawal](#) section below.

Student Debt

- 5.11 If you are in debt to us, whether for tuition or other fees, we reserve the right to pursue full payment of any owed debts, including relevant administrative or other associated costs in line with our [Tuition Fees Policy](#).
- 5.12 For enquiries regarding payment of fees or for further information about tuition fees, please contact studentfinance@tameside.ac.uk.

Changes to Programmes

- 6.1 We will make every reasonable effort to provide programmes as advertised. However, due to the period between the publication of course information online, prospectus publication, and registration, circumstances may change beyond our reasonable control. This may require us to make changes to the terms or content of the programme or services. Our [Student Protection Plan](#) outlines the reasonable measures we will take to support you to continue studying if changes become necessary or there are circumstances which affect your study.
- 6.2 Our Student Protection Policy sets out our plan if changes to programmes become necessary. Any compensation will be handled in line with our [HE Programme Suspension Termination and Compensation policy](#) and fee refunds will be considered under our [Tuition Fee policy](#).
- 6.3 Changes to programmes are a rare occurrence and will only be made if absolutely necessary. These changes could involve modifying programme terms or content, for example in response to awarding organisations or professional, statutory, or regulatory bodies updating specifications or changing requirements. We will strive to minimise changes and any disruption to you. If any changes become necessary before you register with us, we will inform you as quickly as possible. If you believe the proposed changes will adversely affect you, you can either cancel the contract without liability to us for programme fees or transfer to another programme offered by us, where one is available.

- 6.4 Cancellation of programmes is unlikely, but in the rare case where insufficient enrolments jeopardise the viability of a programme or module, we may need to cancel it. If you have received an offer for a programme and we discontinue the programme before you enrol, we will notify you as soon as possible prior to the start date and endeavour to provide a suitable replacement programme or advise you on alternative options you may have. If no suitable replacement is available, you or we may cancel the contract without any liability for programme fees. Our [Student Protection Plan](#) will apply.
- 6.5 We reserve the right, following consultation with students, to make minor changes to elements of your programme in order to improve the quality of educational services, to meet accrediting body requirements, to address student feedback, or to respond to low demand for specific modules. Changes, such as module removal, will require consent from the student body. We will inform you as quickly as possible and, in the case of the removal of a module, provide you with a suitable replacement module. If you are dissatisfied with the replacement, you may withdraw from the programme without incurring programme fees.
- 6.6 If you decide to cancel the contract and withdraw from your programme in response to the changes outlined in this Changes to Programmes section, we will make reasonable efforts to help you find a comparable alternative programme with another Higher Education provider. Please refer to the [Student Protection Plan](#) and [Tuition Fees Policy](#) for more details.

Conduct, Behaviour and Obligations

Your obligations

- 7.1 During your studies with Tameside College, you must comply with acceptable standards of behaviour as set out in the [HE College Charter](#) and [HE Acceptable Behaviour Policy](#). Failure to comply with conduct and behavioural expectations may result in disciplinary action being taken under the [HE Acceptable Behaviour Policy](#).

- 7.2 You are required to act in a safe and responsible manner during your time on campus and any associated placement, in line with the requirements of the [Health and Safety Policy](#). Failure to comply with the Health and Safety Policy may result in disciplinary action including removal from the programme.
- 7.3 You are responsible for familiarising yourself with the specific requirements and curriculum of your chosen program. You must fulfil all of the academic requirements as detailed in your programme specification and handbook, including completing required modules, assignments, examinations and other assessments. Our [HE Assessment Policy](#) explains the assessment criteria and grading system we will apply to you.
- 7.4 You must comply with the attendance and engagement requirements as set out in the [HE Attendance and Active Study Policy](#). This includes an expectation that you will meet an attendance threshold of 85%. If your attendance and engagement drop below expectations, the [HE Attendance and Active Study Policy](#) will be followed which could result in your registration being withdrawn.
- 7.5 Plagiarism, cheating or any form of academic dishonesty is strictly prohibited. The standards of academic honesty expected of you and the possible consequences that may be taken if you do not meet these standards, are set out in the [HE Academic Misconduct Policy and Procedure](#).
- 7.6 If you experience extenuating circumstances while you study with us which require you to withdraw or defer, you must follow the steps outlined in the [HE Extensions and Extenuating Circumstances Policy \(including Withdrawals and Deferrals\)](#). For help and advice please HE Quality Officer at hequality@tameside.ac.uk.
- 7.7 You are required to engage with our [Fitness to Study Policy](#) if requested. The policy aims to support you with your study goals if, as a result of facing difficult circumstances during your studies, your behaviour affects the way you interact with the College community and raises concerns about your health, safety or wellbeing.

- 7.8 If you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body you must conform with the relevant Code of Practice or ethics, and meet the required professional standards as detailed in our [HE Fitness to Practise Procedure](#). The Fitness to Practise procedure will be followed if you do not meet these requirements.
- 7.9 You must use the IT resources provided by the college appropriately and responsibly, in line with the guidelines set out in the [HE Acceptable Behaviour Policy](#). Misuse of IT resources may result in restrictions being placed on your access to IT resources or disciplinary action being taken under the [HE Acceptable Behaviour Policy](#).

The College's Obligations

- 7.10 We will provide a safe and supportive study environment that welcomes and values diversity, where everyone is treated with dignity and respect.
- 7.11 We ask staff and students to report incidents of assault, bullying, harassment, sexual harassment, or hate crime through our Student Harassment and Bullying Policy.
- 7.12 We will provide you with the tuition, materials, and assessments as described in the programme information on the College website.
- 7.13 We will use our academic judgement to determine to what extent you have met the learning outcomes of the modules. The [HE Assessment Policy](#) will apply to the assessment of your modules.
- 7.14 We will ensure our staff undertake regular continuing professional development.

Communicating with you and Contact Information

- 8.1 It is your responsibility to ensure we are kept informed of any changes to your personal details, addresses and contact information which will be stored in line with [Data Protection Act 2018](#) requirements. You should inform the HE Quality Officer of any such changes via hequality@tameside.ac.uk. We will not be responsible for any failure to receive emails if these Terms and Conditions are not adhered to.

- 8.2 We share important information such as academic updates, policy changes, and event notices through official channels such as email, the student portal, and specific platforms. You are expected to check these regularly (for example at least once a month).

Complaints and Appeals

- 9.1 Our [HE Complaints Policy and Procedure](#) provides you with an informal and formal mechanism to address grievances or concerns you may have regarding your academic experience or interactions within the college community.
- 9.2 Our [HE Academic Appeals Policy](#) outlines the informal and formal process for you to challenge academic decisions you perceive as unfair or incorrect. It serves to ensure transparency, accountability, and fairness within our educational institution by providing a structured framework for resolving disputes related to academic matters.
- 9.3 If you submit a complaint or appeal and are dissatisfied with the outcome of the internal College process, you have the right to refer your case to an external body, such as the [Office of the Independent Adjudicator \(OIA\)](#). Information regarding external rights of appeal will be clearly communicated throughout the complaints and appeals process, in alignment with the policies of our partner universities and the validating body.

Data Protection and Privacy

- 10.1 Your personal records will be kept confidentially and securely in line with our [Data Protection Policy](#) and [Data Retention Policy](#).
- 10.2 Any Personal Data supplied by you is processed according to our [Data Protection Policy](#) and held for the purposes of providing services in relation to your studies. Any data we hold may be viewed and/or amended by you. Please submit any such request in writing to the HE Quality Officer at hequality@tameside.ac.uk.

- 10.3 Any information provided by you to support your reasonable adjustments will only be shared with a limited number of staff who are directly responsible for determining and implementing the reasonable adjustment requirements. Staff who access this information will abide by the [Data Protection Policy](#).
- 10.4 We are required to provide anonymised statistical data returns to our regulators and statutory agencies. This does not identify individuals.
- 10.5 We have statutory duties to safeguard young persons or vulnerable and protected adults, and to prevent people from being drawn into extremism. If you or another person(s) disclose information to the college that affects our statutory Safeguarding and/or Prevent responsibilities (in line with our [Safeguarding Policy](#) and [Prevent Strategy 2023- 24](#)) we have a statutory obligation to undertake specific actions or share relevant information with appropriate internal colleagues, or external organisations such as the emergency services, Child and Adult Protection Services, and/or Channel.
- 10.6 For further details on our responsibilities regarding data protection and personal data, please consult the [Data Protection Policy](#) and [Student Privacy Policy](#).

Cancellation and Withdrawal

Your Right to Cancel

- 11.1 The Contract between you and the College will start from the date you accept your Offer of a place on a Higher Education programme. Under the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#), you have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 calendar days of the date of the email or letter confirming our acceptance or confirmation of your place. For the purpose of aiding us in future planning, we may seek information about the reasons for your decision to terminate the contract, but you are not obliged to give this information if you do not want to.

- 11.2 To cancel **within** the 14-day cancellation period you can notify our HE Admissions team, Tameside College, Beaufort Road, Ashton-under-Lyne, Greater Manchester, OL6 6NX (email: admissions@tameside.ac.uk) of your decision to cancel through a clear statement (e.g., a letter sent by post or email, or by completing the [cancellation form](#) on the Policy page of our website), including your name, address, and the programme for which you accepted an offer. The Admissions Team will acknowledge the receipt of your communication.
- 11.2 Full-time first-year applicants must also withdraw their application through [UCAS Track](#). Additionally, students should contact [Student Finance England](#) to withdraw their funding application.
- 11.3 If you cancel within the 14-day cancellation period, we will refund all payments received from you. The reimbursement will be made promptly, no later than 14 working days after being informed of your decision to cancel, using the same payment method as the initial transaction. You will not incur any fees as a result of the reimbursement.
- 11.4 You also have the right to cancel your contract and withdraw from your programme after the cancellation period has expired (including after enrolment). However, if you withdraw after the cancellation period has ended, you may be liable to pay some or all of your tuition fees. Your financial obligations are set out in the fee liability section (6.4) of the [Tuition Fees Policy](#). Students in receipt of a Student Loan may be required to repay their loan under the Terms and Conditions of the Student Loans Company.
- 11.5 To withdraw from the programme **after** the 14-day cancellation period has lapsed, you must follow the steps outlined in the [HE Extensions and Extenuating Circumstance Policy & Procedure \(including Withdrawal and Deferrals\)](#) and notify us in writing (by email/letter). For fee implications of withdrawing after the 14-day cancellation period you should refer to the Tuition Fees Policy. You may also inform us by completing the [cancellation form](#) and returning to us by post or as a scanned attachment by email to HE Quality Officer at heaquality@tameside.ac.uk. We will

acknowledge receipt of your correspondence and will confirm to you any outstanding fee liability or costs.

- 11.6 Please note if you do not follow the cancellation process outlined in the [HE Extensions and Extenuating Circumstance Policy & Procedure \(including Withdrawal and Deferrals\)](#), you may still be liable for the full tuition fees and other charges in line with the [HE Programme Suspension, Termination and Compensation Policy](#). In such cases, you will be responsible for settling any outstanding financial obligations.

Our Right to Cancel

- 12.2 We may cancel your registration and end the Contract by written notice (letter or email) subject to your rights of internal appeal, in the following circumstances:

- We find you have given us false, incomplete, inaccurate or misleading information in your application or at any other time.
- You fail to meet the conditions of the offer made to you.
- You do not provide additional information requested by us within a stipulated timeframe, to support your application/enrolment.
- You fail to provide satisfactory evidence of your qualifications.
- You fail to meet any academic or administrative requirements set out in the programme information on the College website.
- You fail to pay your tuition fees or are in debt to us for tuition fees.
- You fail to enrol or settle outstanding tuition fees in accordance with our Tuition Fees Policy.
- You materially breach these Terms and Conditions.
- You are unable to meet the requirements of your programme, including minimum attendance requirements.
- You fail to disclose any relevant, unspent criminal convictions.
- Despite adhering to the [HE Attendance and Active Study Policy](#), [HE Fitness to Study Policy](#), and [HE Acceptable Behaviour Policy](#), there is evidence suggesting you are not appropriately engaging with your studies or have left the programme without following the steps outlined in the [HE Extensions and](#)

[Extenuating Circumstance Policy & Procedure \(including Withdrawal and Deferrals\).](#)

- Disciplinary action has been taken against you in accordance with the [HE Acceptable Behaviour Policy](#).
- Substantial academic misconduct has been confirmed and upheld, with a recommendation for withdrawal from the programme under the [HE Academic Misconduct Policy](#).
- If, between accepting an offer and commencing your program, there is a change in your circumstances that, in our reasonable opinion, makes it inappropriate for you to continue your studies. For instance, if you applied for a program requiring a specific number of professional placement hours (e.g., teaching practice), but you are no longer employed in the sector and lack access to a suitable placement opportunity, or if you are barred from the college site due to inappropriate behaviour.
- If we become aware of information about you that was previously unknown (e.g., unspent criminal convictions), and which, in our reasonable opinion, makes it inappropriate for you to study your program.

Requirements Upon Termination of this Contract

13.2 Upon termination of the contract following any internal appeal process, the following stipulations apply:

- If, at the time of termination, you have not yet enrolled, you are not entitled to enrol in your programme.
- If, at the time of termination, you have already enrolled, you are obligated to cease studying on your programme and vacate the College premises immediately.
- You are required to return your Student Identification Card, issued during enrolment, along with any College-owned property.
- Immediate settlement of all outstanding fees, charges, and debts is mandatory.

- 13.3 Any actions taken by us in accordance with the aforementioned provisions will not limit our right to take any other actions to which we may be entitled. We bear no liability for any loss or damage you may incur as a result of termination.

Liability

General Liability

- 13.4 We (“the College”) shall not be liable for any loss, damage, or injury suffered by students, staff, or visitors unless such loss, damage, or injury arises directly from the negligence or breach of duty of the College.
- 13.5 The College shall not be liable for any indirect, consequential, or special damages, including but not limited to loss of profits, loss of data, or loss of opportunity.

Personal Property

- 13.6 The College accepts no responsibility for the loss, theft, or damage to personal property of students, staff, or visitors while on college premises. It is the responsibility of individuals to safeguard their belongings.
- 13.7 Students are advised to obtain appropriate insurance coverage for their personal property, including laptops, mobile devices, and other valuables.

Health and Safety

- 13.8 The College is committed to maintaining a safe and healthy environment. However, students are expected to take reasonable care of their own health and safety.
- 13.9 Students must comply with health and safety regulations, attend relevant training sessions, and report any hazards promptly.

Force Majeure

- 13.10 In the event of force majeure (flood, fire, pandemic and other acts of god), the College will make reasonable efforts to mitigate the impact on students and provide alternative arrangements where possible in line with the Student Protection Plan.

Glossary

Student Protection Plan: A plan developed by educational institutions to provide support and safeguard the interests of students. It outlines measures to ensure continuity of education in case of unforeseen events, such as institutional closure or major changes to a course. The plan includes information on alternative study arrangements, financial protection, and communication channels for affected students.

UCAS (Universities and Colleges Admissions Service): An organization responsible for managing applications to higher education courses in the UK.

UCAS Tariff Points: A points system used by UCAS to translate grades into points, which some universities and colleges use for making offers.

Validating Body: An institution that validates qualifications and awards degrees.

Appendix A

Academic Regulations for Awarding Bodies

Awarding Body	Academic Regulations
The Open University	Regulations for validated awards of The Open University Validation Partnerships
Huddersfield University	Regulations for taught students - University of Huddersfield
Chester University	Regulations and Policies University of Chester
Pearson	Policies for centres, learners and employees Pearson qualifications