

**Tameside College**

**Higher Education Terms and Conditions for Academic Year 2020-2021**



The following information is important please read carefully before accepting an offer of admission. You form a contractual relationship with the College when you accept your offer of a place. The terms and conditions set out the responsibilities of the College and the expectations of the students, our academic regulations ensure that all students are treated in a fair way- from the moment you enrol through to the completion of the qualification you are awarded.

We recommend you read these terms and conditions, prior to applying to the college, accepting our offer and again before enrolling with us. The following Terms & Conditions apply to all students who intend to study a new course at Tameside College from Sept 2020 and remain valid until further notice. Several additional policies and procedures may be linked within the document to allow you access to more detailed information on particular areas, you may also need to consider separate arrangements with external organisations such as the Student Loans Company.

Some of the policies are applicable to students studying here for an award from one of our UK partner institutions, whereas some are not relevant to partnership students. Please contact/visit the website of the partner institution directly for further information on the student policies applicable to the relevant partner institution.

See Tameside College web site for: <http://www.tameside.ac.uk/>

- Refund and compensation policy
- Complaints and compliments policy
- Admissions procedure
- Fees and tuition policy
- Code of conduct
- Fitness to study
- Disability Policy
- Smoking Policy
- Course Handbook

Please retain this document for your records.

**1. Identity of the Institution**

**1.1 About us.**

Tameside College ('The College') is located on Beaufort Road, Ashton-under-Lyne, OL6 6NX. It is a further education college incorporated under the Further Education Corporations. Tameside College Provides a high calibre of education, training and adult learning in the heart of Tameside. The College works in partnership with several Universities offering a wide range of higher education and professional studies courses through, Pearson (HND/C), The University of Chester, The University of Huddersfield and The University of Salford, your programme of study will also allude to the terms and conditions of the awarding institution and can be found within the course handbook and on the institutes website.

**2. Our Contract with you.**

**2.1 Our contract with you is made up of the following elements:**

- The offer letter from Tameside College. This includes the terms contained within the offer letter agreeing to provide educational services and facilities for you to study and you agree to progress those studies at the College. The offer may be conditional or unconditional (if you need to satisfy

any conditions). You will only be able to enrol with us if you meet both the academic and non-academic admission requirements. The College Admissions Procedure provides further information on the student recruitment process, and if you have a complaint about our recruitment or admission process, how to make a complaint can be found on the website.

- This set of Terms and Conditions.
- Tameside College's codes, regulations, policies and procedures, these underpin the partnership and can be found by following the link <http://www.tameside.ac.uk/>

The College will send out an offer letter detailing the College's offer of a place on a course to study with us. The Offer Letter will provide you with important information about:

- The course, tuition, assessment and fees (see Fees & Tuition Policy)
- Conditions
- Legal right to cancel

2.2 A pre-enrolment contract is formed between you and the College when you accept the offer of a place. If you do not enrol at the College your pre-enrolment contract will automatically expire. You have the right to cancel your contract with the College within 14 days of the date on which the contract is entered into. This will be within 14 days of the date that you accept an offer of a place either direct to the College or through UCAS, as appropriate to your application process. Once you enrol the pre-enrolment contract automatically expires and a new enrolment contract is formed between you and the College. This is when you (or a third party on your behalf) become responsible for paying tuition fees.

2.3 You will have a right to cancel at a later date if you receive an amended offer from the College which you then accept of where you enrol on your programme at a distance (ie online), rather than coming in the College to enrol 'face-to-face.' In this case, your right to cancel will be within 14 days of your acceptance or enrolment.

2.4 A cancellation form is provided to you within the Offer Letter. You do not have to use this letter. You can also make any other clear statement to use stating your decision to cancel the contract.

2.5 If you enrol on the course and within the first 2 weeks of the course starting you change your mind about studying at the College we will refund any fees paid. However 2 weeks after your course starting you may withdraw from the college, depending on when you withdraw you may be liable for your fees (or a proportion of them). Further information regarding our fees and tuition policy can be accessed on the website <http://www.tameside.ac.uk/>

### **3. Obligations of the Institution**

- a. To administer a fair application and admissions process.
- b. To enter you for the appropriate examinations and assessments.
- c. To provide and deliver Higher Education courses which lead to qualifications as described in official College publications.
- d. To encourage and support you in any matter relating to your learning and your obligations under this agreement.

### **4. Obligations of the Student**

- a. To adhere to the College's code of conduct
- b. To comply with all reasonable requests or instruction from College staff.
- c. To compensate the College for any loss of/damage to the colleges' premise or property arising from wilful or reckless conduct on your part.
- d. To promptly pay all course fees /examination fees by agreed dates.
- e. To promptly provide the College with all information and assistance in, if asked to do so by the College in connection with your position as a student of the College.
- f. You agree to immediately inform the College of any changes in your circumstance.

- g. You agree to comply with all rules, regulations and usage policies the College has in place during your studies regarding the use of internet and other media devices, whilst using any such devices owned by the College/and or whilst using a non-college owned device on the College's connection.
- h. You agree with the learning programme outlined in your enrolment form and acknowledge that you have discussed the details with a teaching staff member. You understand the information contained in your enrolment will be stored in accordance with GDPR regulations.

## 5. Fees, Additional Charges, Deposits and Payment

5.1 The tuition fees for UK/EU students will be: see individual course information on the website. <http://www.tameside.ac.uk/>

5.2 Additional costs for trips/visits and specialist equipment is not included in the course fees and will be the responsibility of the student to cover.

### 5.3 Fees

- a. All of our course fees will be subject to annual review and possible change.
- b. Where you, the student, are eligible to pay fees, the College will make clear in writing the dates by which payments will be required. Should a student not adhere to this schedule then the College reserves the right to for any student that has not paid their course fees in full by the end of the academic year to:
  - i. Withhold exam certificates
  - ii. Assessed work may not be marked
  - iii. The student will not be permitted to progress to the next academic year of study or enroll on another course at the college.
  - iv. AND the debt will be referred through a debt management company and ultimately the legal systems for recovery – this could lead to financial judgements against the student if nonpayment persists.

## 6. Changes to the Terms and Conditions

6.1 Any modifications to the college's policies and procedures will be made available on the college websites.

6.2 **Course Changes:** The College prospectuses are published 12 months in advance of the academic year to which the relevant prospectus relates. There may be occasion between your application and enrolment with the College where we (the college) need to make changes to your course that are inconsistent with the information originally contained in the prospectus. These are provided for guidance only and their provisions are not incorporated into these terms and conditions. The college also reserves the right, in the interest of efficiency, operational necessity or to improve the quality of the learning experience to make reasonable changes to courses, timetables, lectures or in some cases, the venue provided, such changes shall not affect substantially the course content or qualification for which the student has enrolled. The College will, at all times, communicate such changes to students once these changes have been agreed.

6.3 The College shall consider whether a course should run or not if there are insufficient confirmed enrolments, and the college shall consider whether to open further groups if there are excess of expectation confirmed enrolments.

6.4 The College reserves the right to cancel, combine or re-schedule courses/and or classes in the interests of efficiency, if, in the opinion of the college there are insufficient enrolments or attendees. In such cases, the College will make every attempt to offer suitable alternative provision.

## **7. Termination and Suspension**

7.1 We (the College) may terminate your contract for the supply of educational services to you in respect of your course and if necessary withdraw you from your course in the following circumstances with immediate effect and upon writing to you:

- a. If, for any reason, you are unable to satisfy and mandatory requirements in respect of entry to your course.
- b. If between accepting our offer and enrolling on the course, there is a change in your circumstances, which, in our opinion, makes it inappropriate to continue to study on your course.
- c. If, in our opinion, you have failed to supply us with all the relevant information, or mis-leading information regarding your application to the course (ie, but not limited to, inaccurate examination results, or if acquired fraudulently)
- d. If you have been convicted of a criminal offence in the UK or equivalent offence in any other country, which impacts on your programme of study or the college.
- e. If you have existing criminal offences, but fail to disclose these to us.
- f. If any act, or by omission, carried out by you (in our reasonable opinion) amounts to bullying or harassment of other students and/or members of our staff.
- g. If you commit a material breach of any term contained in these terms and conditions, and, (if capable of remedy) you do not remedy the relevant breach within 14 days of written notification by us to do so.
- h. If you fail to pay any amounts due to us and such amounts remain outstanding within 30 days of us reminding you of the relevant late payment

### **7.2 Removal from programme due to non-attendance:**

- a. If during the academic year, a student has not attended at all or attendance drops below 85%, and not kept a member of staff informed as to the reason why and/or not engaged with attempts of college staff to make contact, then the College reserves the right to cancel the student's enrolment.
- b. If, during the year, the student has a low comparative attendance for, one or more elements of the programme of study without good reason, that in the opinion of the college is valid, the College reserves the right to cancel the student's enrolment for their full programme of study. (Irrespective of attendance on other aspects of their study programme).

### **7.3 Removal of programme due to disciplinary sanctions:**

7.4 Should a student's behaviour be such that disciplinary action is required to be accessed through the colleges disciplinary procedures, then, subject to the procedures being followed, the College reserves the right to cancel or suspend the student's enrolment for their full programme of study if recommended following disciplinary procedures.

7.5 Termination of your studies is a last resort and will also have implications for recovery of all/part of your tuition fees and any loans you have taken to support your learning. You may be required to pay a proportion or all of your fees if you are withdrawn or suspended from your studies. For more information on how we calculate fee responsibility or refunds, please see the Tuition and Fees policy. Please note that withdrawing from or suspending your studies may also have implications for your agreement with the Student Loans Company or other financial support you may be receiving or due to receive. You are personally responsible for paying your course fees, including if you are sponsored by a third party and they do not pay your fees as planned.

## **8. Immigration**

**8.1** Tameside College has a legal obligation to ensure that all students comply with UK immigration requirements and hold the appropriate visa (where applicable). As part of the immigration process you will be required to demonstrate a particular level of English language competence and there will also be other requirements relating to health checks and attendance. Failure to comply with any of these requirements may result in your visa being curtailed and you being asked to leave the College.

## 9. Complaints

9.1 The college recognises there may be occasions where students wish to raise legitimate complaints relating to their course, or the facilities and services provided by the College. It is recognised these need to be dealt with seriously and with transparency and without fear of recrimination. Follow this link to our complaints and compliments policy on the college website <http://www.tameside.ac.uk/>

## 10. Liability/ Force Majeure

10.1 We will take all reasonable steps to provide your course and related services. However, Tameside College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision relating to any course arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God or of public enemies, terrorism, epidemics or pandemics, national emergency, war or invasion, riots or civil insurrection, telecommunications failure, interruption of public utility services, interference from any local, national or international government agency/official, or industrial disputes (including those by its own employees).

### 10.1 Insurance

10.2 No insurance cover is held by the College to provide automatic compensation to students in the event of loss or damage to property, personal accident, injury or death. It is the responsibility of each student to insure for personal accident cover, if felt appropriate.

10.3 The College does hold third party liability insurance which indemnifies the College with respect to claims from third parties, including students, who have suffered injury, illness, loss or damage arising from the negligence of the College or its employees.

## 11. Data Protection/ GDPR

11.1 All student data is collected, processed and disclosed in accordance with the new GDPR policy. The College reserves the right to terminate the registration of a student should it be discovered that any information provided in support of their application was inaccurate or a misrepresentation meant to mislead the College regarding their academic achievements. You must undertake to ensure you notify the college of any changes of circumstances that may affect your right to study.

11.2 The College may be required to supply information of a personal and/or sensitive nature to regulatory and statutory bodies concerned with the sector, funding bodies or for meeting legal obligations to the Home Office (UK visas and immigration). It may also be disclosed for Council Tax exemption and Government information gathering exercises. See the student privacy policy on the website <http://www.tameside.ac.uk/>

## 12. Intellectual Property

12.1 All intellectual property in the materials, ideas and designs prepared or provided by the College in connection with any programme of study or otherwise shall remain the property of the College.

12.2 Any intellectual property in work generated by the student under this contract shall remain vested in the student.

12.3 Each part shall notify the other party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property. The College reserves the right to withdraw any material supplied in the support of the Programmes where it has been altered or incorporated into other material in such a way as to jeopardise the College's integrity, and in the event of such withdrawal the student shall immediately cease using such material for any purpose and shall at request destroy all copies.

## 13. General Provisions

### 13.1 Liabilities:

What we are responsible to you for:

*If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.*

(b) What we are not responsible to you for

*We will not be responsible to you for any of the following [, unless we have been negligent]:*

- *damage to or theft of vehicles and bicycles parked on College property;*
- *damage to or theft of computer equipment (including infection with a computer virus);*
- *the loss or non-return of work submitted for assessment;*
- *injury arising from voluntary sporting activity;*
- *personal injury or death except if caused by the negligence of College staff;*
- *loss of opportunity and loss of income or profit, however arising;*
- *any loss as a result of cyber fraud*

*(c) Our public liability insurance is limited to £20m (if we are found negligent) for:*

- *death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;*
- *fraud or fraudulent misrepresentation; or*
- *Any other matter which we are not permitted to exclude or limit our liability by law.*