

**North Warwickshire and South Leicestershire College (NWSLC)**

**Terms and Conditions for Higher Education Students 2020-21**

By accepting an offer of a place on a Higher Education programme at NWSLC, you enter into a contract with the College which can only be varied by agreement in writing. In accepting the offer, you accept and agree to be bound by the College’s **Terms and Conditions for Higher Education Students** as published on our website. You should read these Terms and Conditions and linked documents carefully before accepting your offer, and again before enrolling on to the course.

A number of Policies and Procedures are referenced within these Terms and Conditions. You should read these in conjunction with the Terms and Conditions before accepting the offer of a place on a Higher Education programme at NWSLC.

**During your time as a student the College will use your College email address to communicate with you. Please check your emails regularly to make sure you stay up to date.**

1. **Acceptance of your Offer** 
   1. Your contract with the College will start as soon as you accept your offer.

1.2 You can cancel this contract, without giving reason, within 14 days after your acceptance of the Offer. Cancelation of your acceptance must be submitted in writing.

1. **Your General Obligations**

2.1 In accepting the Offer you agree to comply with the **Regulations, Rules, Policies** and **Procedure**s of the College including: The Student Contract, HE & FE Admissions Policy, Equality Scheme, Student Disciplinary Policy and Procedure, GDPR Policy, Freedom of Expression Policy, Ethical Approval Guidance and Process Policy, Learning, Quality and Standards Statement, Assessment, Misconduct, Appeals Policy, Initial and Diagnostic Assessment Policy, Complements, Comments and Complaints Policy, Student Protection Plan, Tuition Price Policy, HE Refund and Compensation Policy, Learning Support Policy, Malpractice and Maladministration Policy, NWSLC Student Union Constitution, Student Involvement Policy, Regulations for use of IT Facilities, Library Regulations, Health and Safety Policy

The College may need to make changes to Policies and Procedures from time to time. The most up to date documents are published on the College Website <http://www.nwhc.ac.uk/governance?path=/policies>

2.2 In accepting the Offer you also agree to accept and be bound by and comply with the rules and regulations relating to your Programme, as found in your Programme Handbook and Awarding Body Specification.

2.3 If your Programmerequires you to register with a professional, statutory or regulatory body and/or to practice under licence it is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities) are made to the College, both during the admissions process and during your period of study and that you comply with all relevant rules and regulations during your studies. You are responsible for paying any associated registration or licence fees and maintaining any licences, registrations or consents. The Collegewill endeavour to support you in achieving fitness to practice but will have no liability to you if you are declared not fit for practice as a result of your acts or omissions.

1. **Fees and Refunds**

3.1 All Higher Education programmes incur a fee for each academic year of study.

3.2 You will be required to pay fees which are specific to your chosen course. These will include:

1. **Tuition Fees** as set out in the **Tuition Price Policy**
2. **Programme specific costs** such as fees associated to your registration with a professional, statutory or regulatory body.
3. **Any additional costs** that you may incur for example, the cost of field trips, text books, printing costs, course materials, placement fees and associated travel costs. Information on additional costs which may be applicable to your programme will be outlined at interview and detailed within the relevant Programme Specification.

3.3 When you accept the Offer, you accept that:

1. You are responsible for ensuring that you supply the College with full and correct information about who will pay your Tuition Fee.
2. If you are arranging a student loan to pay your fees, the liability for the fee remains with you. While the College will do all it can to support you to secure the loan, should an application be unsuccessful, or a loan be withdrawn you will still liable for the full fee.
3. The College will seek confirmation of loan payment at enrolment. Where confirmation is not available at enrolment you will be required to sign a Loan Application Notification to declare that should the loan application prove to be unsuccessful, you will be liable for the full fee and an alternative payment plan must be confirmed.
4. Confirmation of loan approval must be in place no later than 6 weeks from the start date of your course. If confirmation of loan payment is not in place at 6 weeks from the start of your course you will be automatically withdrawn from programme.
5. If there are outstanding fees or charges at the end of an academic year, you will be prevented from registering for the next academic year until those outstanding fees or charges have been paid in full.
6. If you have outstanding fees or charges one calendar month before the end of your Programme the College reserves the right not to grant your qualification.

3.4 If a Sponsoring Company is paying your Tuition Fee, you agree that:

1. The College may share your personal data, including your academic standing, with your sponsor, without seeking any further consent from you.
2. You remain responsible for ensuring that your Tuition Fee is paid and if your sponsor defaults on any Tuition Fee payment arrangement, all outstanding Tuition Fees will be transferred to you for immediate payment.

3.5 Full refunds will only be made if you withdraw within two weeks of the course starting. After this two week period the full fee is payable.

Where you wish to apply for a refund due to exceptional circumstances you must write to the Chief Operating Officer. Any claims accepted will be subject to an administration fee of £10.

If you have attended more than 6 weeks, then the College will retain a proportion of any fees in respect of one term. There will be no refund after the end of term one in respect of exceptional circumstances. Further detail on exceptional circumstances can be found in the **HE Refund and Compensation Policy**.

1. **Protecting Continuation of Study**
   1. The College is committed to protecting the continuation of study for all Students studying on Higher Education Programmes at the College.

4.2On an annual basis the College commit to publishing a **Student Protection Plan** to assess the possible risks to the continuation of study for students and to outline the measures that are / will be put in place to mitigate the risks identified.

1. **Liability and ‘Force Majeure’**

5.1 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) including:

1. Where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.
2. The unexpected absence or departure of a key member of staff.
3. Acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
4. Fire, explosion or accidental damage
5. Collapse of building structures, failure of machinery, computers or vehicles
6. Labour disputes, including strikes and industrial and other action
7. Interruption or failure of utility service, including but not limited to electric power, gas or water
8. The acts, decrees, legislation, or restriction of any government.

5.2 If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies for example by:  
Delivering a modified version of the course or units.

1. Delivering a modified version of assessment.
2. Making available learning or other support and other services and facilities as it considers appropriate to affected students.

5.3 In addition to the circumstances described above, the College is entitled to make reasonable changes to its courses where that will enable the College to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

1. The content and syllabus of the course where developments in the subject area make that necessary.
2. The location of the course.
3. The method of delivery of the course.
4. **Comments, Complements, Complaints and Appeals**

6.1 The **College’s Comments, Compliments & Complaints Policy** and the **Assessment, Misconduct and Appeals Policy** conforms to the Office of the Independent Adjudicator’s (OIA) good practice framework.

6.2 The College’s **Comments, Compliments and Complaints Policy** supports positive feedback, informal concerns and formal complaints. The policy aims to ensure that making a Comment, Compliment or Complaint is as easy as possible and that responses are timely and appropriate. The procedures and associated timeline are clearly defined. The College recognises the importance of clear communication and complaints processing and is committed to treating all College community members and other stakeholders fairly, taking equality and diversity into account in a positive way, including ensuring where possible that individual needs are considered and that any reasonable adjustments are made as required. All comments, compliments and complaints are reviewed by a member of the **Executive Team**.

6.3 The College’s **Assessment, Misconduct and Appeals Policy** is part of the College’s quality assurance framework. This sets out the principles which will enable the College to quality assure the learning process and make effective and equitable judgements relating to the assessment of students’ work. All students are entitled to appeal against an assessment decision or grade in accordance with the College procedure which complies with the requirements of relevant awarding bodies and regulatory authority Ofqual and OIA. The Policy is fully aligned with the College’s **Learning, Teaching and Assessment Strategy**, to promote an equivalence of experience and standard for all College students.

6.4 If you are not satisfied with the College’s final decision on a complaint or an appeal you are entitled to refer the complaint to the **Office of the Independent Adjudicator** for review. https://www.oiahe.org.uk/contact-us/e-form.aspx

1. **Other Contractual Arrangements**

7.1 If you are studying on a programme that is franchised / validated through a partner University, some of the University’s Policies and Procedures will apply to you. You should ensure that you are familiar with relevant University Policies and Procedures in the acceptance of these Terms and Conditions.