NWSLC
NORTH WARWICKSHIRE AND SOUTH LEICESTERSHIRE COLLEGE

North Warwickshire and South Leicestershire College (NWSLC)

Terms and Conditions for Higher Education Students 2026-27

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

1.1 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. Cancellation of your acceptance must be submitted in writing.

2. Your General Obligations

2.1 In accepting the offer of a place on a higher education programme you agree to comply with the **Regulations, Rules, Policies** and **Procedures** of the College.

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.

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 Programme requires 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 College will 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.

3. Student Conduct Expectations

3.1 The College is committed to helping and encouraging all members of the College community to create and maintain acceptable standards of behaviour and academic performance.

The College publicises and promotes its **Student Conduct Expectations Policy** and is committed to directly challenging inappropriate conduct and behaviours**.**

3.2 By virtue of the provisions of the Equality Act 2010, the College has a duty to have due regard to the need to:

i. eliminate unlawful discrimination, harassment and victimisation and other prohibited conduct.

ii. advance equality of opportunity between people of different groups.

iii. foster good relations between people from different groups.

3.3 The College's **Bullying and Harassment Policy** sets out zero tolerance of bullying and harassment in any form, whether that be verbal, physical or cyber related.

3.4 Any complaint relating to bullying and harassment (including sexual misconduct) will be investigated fully and this may lead to disciplinary action.

3.5 Any student who has concerns regarding bullying or harassment should report this to the safeguarding team by emailing safe@nwslc.ac.uk

3.6 NWSLC is committed to upholding the highest standards of academic integrity. The College's **Academic and Assessment, Misconduct and Appeals policy** 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. It incorporates principles which relate to academic and assessment misconduct and appeal in higher education programmes.

3.7 Students are required to act with honesty, integrity and accountability in fulfilling requirements in relation to assessment and academic conduct. Any reports of academic misconduct will be fully investigated in line with the **Academic and Assessment Misconduct Procedure** which may result in disciplinary action.

4. Fees and Refunds

4.1 All Higher Education programmes incur tuition fees per academic year which are calculated in line with the level of study and credit volume undertaken

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

a) **Tuition Fees** as set out in the **Tuition Price Policy**

b) **Programme specific costs** such as fees associated to your registration with a professional, statutory or regulatory body.

c) **Any additional costs** that you may incur for example, the cost of field trips, textbooks, 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.

4.2 When you accept the Offer, you accept that:

a) You are responsible for ensuring that you supply the College with full and correct information about who will pay your Tuition Fee.

b) Where you are arranging a tuition fee loan through Student Finance England to cover your tuition fees, you remain personally liable for the full fee. The College will support you throughout the application process; however, if your loan application is unsuccessful or your funding is withdrawn at any point, you will remain liable for any outstanding tuition fees.

c) The College will seek confirmation of 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.

d) Confirmation of tuition fee loan approval must be in place no later than 6 weeks from the start date of your course. If confirmation of tuition fee loan payment is not in place 6 weeks from the start of your course this may result in your withdrawal from programme.

e) 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.

f) 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.

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

a) The College may share your personal data, including your academic standing, with your sponsor, without seeking any further consent from you.

b) 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.

4.4 Full refunds will only be made if the College cancels the course, it is over-subscribed, or the student withdraws within the 7-day cooling-off period. The 7-day cooling-off period begins on the date of the first registered teaching event on the course. This enables the student to ensure they are happy with the course and also for the College to cancel the course if it becomes unviable. In these circumstances the College will make a full refund, and no administration fee will be charged

After the 7 cooling-off period fees will be liable as follows.

Term 1 - Students are liable for 25% of the Tuition Fee from day 8 of the start of the course.

Term 2 - Students are liable for 50% of the Tuition Fee from day 1 of the first day of the second term.

Term 3 - Students are liable for 100% of the Tuition Fee from day 1 of the first day of the third term.

Where learners wish to apply for a refund due to exceptional circumstances they must write to the Chief Operating Officer.

Further detail on refunds can be found in the **HE Refund and Compensation Policy**.

5. Withdrawals

Students wishing to withdraw from a Higher Education course must submit their request in writing to HEenquiries@nwslc.ac.uk

Where a student requests to withdraw, the withdrawal date will be set as the last date on which the student engaged in academic activity. This includes attendance (in person or remotely), participation in taught sessions, and access to or engagement with online learning resources or other course-related activities.

Verbal requests or notifications through unofficial channels will not be considered valid.

Upon receipt of the withdrawal request, our administrative team will process the request and communicate any necessary information regarding outstanding tuition fees. Please allow up to 14 days for processing.

The withdrawal process will result in your full withdrawal from your current programme, the awarding body and Student Finance England.

Student Finance England may request for maintenance loans to be repaid immediately after a withdrawal has been processed.

Once your withdrawal has been completed you will receive written confirmation via email and post which will include confirmation of any fee retained/owing as well as confirmation of any units/modules studied, attempted and achieved.

Withdrawals are processed from the last date of student engagement with the College, or the date on which a student confirms their decision to withdraw, whichever is the latter.

6. Protecting Continuation of Study

6.1 The College is committed to protecting the continuation of study for all Students studying on Higher Education Programmes at the College.

6.2 On 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.

6.3. The College may at times be required to make changes to timetables. In the event that changes are necessary, the College will notify students of the changes as soon as possible and will ensure that overall delivery hours are not affected.

7. Liability and 'Force Majeure'

7.1 **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 but not limited to:

A. Acts of God, flood, earthquake, windstorm, or other natural disaster.

B. epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);

C. National emergencies, common commotion war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;

D. Fire, explosion or accidental damage

E. Collapse of building structures, failure of machinery, computers or vehicles

F. Labour disputes, including strikes and industrial and other action

G. Interruption or failure of utility service, including but not limited to electric power, gas or water

H. The acts, decrees, legislation, or restriction of any government

7.2 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:

A. Delivering a modified version of the course or units.

B. Delivering a modified version of assessment.

C. Making available learning or other support and other services and facilities as it considers appropriate to affected students.

7.3 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:

A. The content and syllabus of the course where developments in the subject area make that necessary

B. The location of the course

C. The method of delivery of the course

8. Freedom of Speech

8.1 NWSLC commit to take all reasonably practicable steps to ensure that freedom of speech (within the law) is secured for it's Stakeholders.

8.2 The College's **Freedom of Expression Policy** describes the principles and procedures relating to our responsibility to foster freedom of expression and the circumstances in which that freedom may be restricted in order to prevent violence, abuse or discrimination. The Policy also details the College's responsibilities regarding visiting speakers, including external lettings.

9. Comments, Complements, Complaints and Appeals

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

9.2 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.

9.3 The College's **Academic and 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.

9.4 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

10. Other Contractual Arrangements

10.1 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.