

UCO HE Policy

HE Student Contract Terms and Conditions

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The following terms and conditions apply for all students of Oldham College, studying at the University Campus Oldham (UCO) site and for all applicants who intend to study a new course at UCO.

Oldham College offers Higher Education (HE) courses at its HE Campus that are validated by our awarding partners (a University or Pearson), your offer letter will state which partner validates your course.

These terms and conditions apply from the day you accept an offer with the College until you cease to be enrolled on a course at the College (including, without limitation, where your course is terminated in accordance with these terms and conditions). These terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. The College agrees:

- a. To administer a fair application and admission 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 you in any matter relating to your learning and your obligations under this agreement.

2. You hereby agree with the College:

- a. Provide the College with accurate information about yourself and your circumstances – the College reserves the right to withdraw an offer of a place or the registration of a student, where there is evidence of fraudulent, false, or misleading information, or information that has been plagiarised.
- b. By accepting the offer of a place at the College, you agree to comply with the provisions of all the relevant [awarding partner University Regulations](#), Rules, Codes, Policies and Procedures that apply to enrolled students from time to time.
- c. To adhere to the HE Student Code of Conduct and [HE Student Charter](#).
- d. To comply with all reasonable requests or instructions from the College staff.
- e. To compensate the College for any loss of/or damage to the College's premises or property arising from wilful or reckless conduct on your part.
- f. To pay promptly all course fees and examination fees by agreed dates.
- g. To provide promptly all possible information and assistance if asked to do so by the College in connection with your position as a student of the College.
- h. You agree with the learning programme outlined in your enrolment form and acknowledge that you have discussed the details with a teaching or IAG staff member. You understand that any information contained in your Enrolment Form may or will be stored on computers owned or used by the College and may be accessed by staff members and any agencies of the College.

- i. You agree and undertake to inform the College immediately of any change(s) in your circumstances.
- j. You agree to comply with all rules, regulations and usage policies that the College has in place during your studies at the College regarding the use of the internet, and other media devices whilst using any such devices owned by the College and/or whilst using a non-College owned device on a the College connection.

3. **Other conditions:**

A. Course changes:

- a. The College HE prospectuses are published around 18 months in advance of the academic year to which the relevant prospectus relates. There may be occasions between your application and your enrolment with the College where we need to make changes to your course that are inconsistent with the information contained in the relevant prospectus. The prospectuses are provided for guidance only and their provisions are not incorporated into these terms and conditions. We reserve the right to update information in relation to your course from time to time and the most up to date information can be found at <http://www.uco.oldham.ac.uk/courses/>. The College reserves the right, in the interests of efficiency, operational necessity or to improve the quality of the learning experience to make reasonable alterations to courses, timetables, lecturers or venues provided such alterations shall not affect substantially the course content or qualification for which the student has enrolled. At all times the College shall communicate such changes to students as soon as such changes have been agreed.
- b. The College shall consider whether a course should run or not if there are 12 or fewer confirmed enrolments and the College shall consider whether further groups should be opened if there are 24 or more confirmed enrolments.
- c. The College reserves the right to cancel, combine or reschedule courses and/or classes in the interest 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.

B. Conditional Offers:

- a. Offers of a place on a programme of study may be conditional on you fulfilling certain academic requirements, which will be stipulated in your offer letter.
- b. If you fail to meet these conditions you should still contact the College as it may be possible to offer you a place on this or an alternative programme.
- c. However, if having reviewed your position we are unable to offer you a place, you are under no contractual obligation to the College, and may apply to UCAS through Clearing, and your Contract with the College would be terminated.

C. Fees:

- a. All course fees will be subject to annual review and may be subject to change.
- b. Where a student is eligible to pay course fees, the College shall make clear in writing the timetable 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. References for employment beyond confirmation of dates and courses attended may not be issued
 - iv. The student will not be permitted to progress to the next year of study or enrol on another course at the college; and

- v. The debt will be referred to the debt collection agency for recovery or through the legal system – this could lead to financial judgments against the student if nonpayment persists.
- c. Students who are required to pay tuition fees and withdraw or suspend from their studies during the year will be charged a proportion of the fee for their course as set out below. For starters at other times of the year the fee will be adjusted accordingly. For Home and EU students leaving in:
 - i. First month – no charge
 - ii. Term 1 – 25% charge
 - iii. Term 2 – 50% charge
 - iv. Term 3 – 100% charge
- d. The College reserves the right to review every year the amount of money or equipment paid to students in the form of a bursary or other such financial arrangement. Such awards would normally be issued on an annual basis and, in situations where a student may be eligible for an award for more than one year, the College reserves the right to alter the value of this support from one year to the next. In such situations, the College shall notify all students concerned of changes to financial awards as early as possible.
- e. All fees that HE students will be expected to pay and financial awards can be found on the [College's website](#).
- f. All course fees contained in official College literature are assumed to be correct at the time of going to press. At times, course fees may alter between the time of publication and the start of the course. The course fee communicated in writing to students at the time of enrolment shall be the fee for which the student is liable. Should the actual course fee be more than the fee originally communicated, then the student has the right to cancel their course and a full refund will be provided by the College. Should a student wish to continue their course at the higher fee then the student will be liable for the additional amount owing. Should it transpire that the actual fee is less, than the fee originally communicated then the student will be refunded the difference.
- g. The College shall make clear during the application and enrolment process any significant additional costs that the student is likely to be asked to pay during their course for aspects such as, for example, compulsory kit and equipment and contributions to residential trips. Such costs will not normally be expected to be paid at the time of enrolment and, whilst every effort would be made to ensure that they are as accurate as possible, the College reserves the right to amend such costs at a later date provided that such amendments are minor. Should an eligible student, having been informed of an additional cost at the start of their course, refuse to pay then the College reserves the right to refuse to provide the goods or service for which the money was requested and to withdraw the student from their programme of study.
- h. This annual tuition fee covers your first attempt at your module only – if you are required to repeat any modules then this may incur additional charges. Further details of such charges are available on written request by you to the College, depending on your chosen course. You will inform the College immediately if you are unable to pay any tuition fees for any reason. The College reserves the right (to the fullest extent permitted by law) to withhold certificates, suspend your student accounts or withdraw you from the course should any amount owing by you to the College remain unpaid within 30 days of us reminding you of the relevant late payment (including, without limitation, any annual tuition fee amount, amounts in relation to the repeating of modules, library fines or costs for trips or course equipment).

D. Cancellation:

- a. In the event of a course being cancelled in the interest of efficiency or a student declining a course rescheduled in the interest of efficiency, the College will refund in full all course fees. In such cases the College liability shall be restricted to a refund of any course fees paid to the College by the student, their representative or their employer.

- b. In the event of a course being cancelled for reasons outside of the control of the College, the College shall be under no obligation to provide a refund of fees paid. Should monies be refunded in such a situation this would constitute a gesture of goodwill and be made without obligation or liability.
- c. RIGHT TO CANCEL
New students have a statutory right to cancel this contract without giving any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the University. The second cancellation period will expire 14 days after initial enrolment.
- d. To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory, correspondence should be addressed to HE Admissions Team, University Campus Oldham, University Way, Oldham OL1 1BB. Alternatively, you can send an email to info@uco.oldham.ac.uk.
- e. EFFECT OF CANCELLATION
 - i. If you cancel this contract as set out above, the College will reimburse to you all payments received from you.
 - ii. The College will make the reimbursement without undue delay, once informed about your decision to cancel this contract.
 - iii. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and the College have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- f. CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD
If you cancel the contract after the 14 day cancellation period noted above has expired, the College will not refund payments received from you. Depending on when and for what reason you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the College's [Fees Policy](#).
- g. COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD
If your course is due to begin within 14 days of the date on which you accept our offer, by accepting that offer you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you may be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation, as set out in the College's [Fees Policy](#)

E. Termination:

We may terminate your contract for the supply by us of educational services to you in respect of your course and withdraw you from your course in the following circumstances with immediate effect on written notice to you:

- a. if, for any reason, you are unable to satisfy any mandatory entry requirements in respect of your course (including, without limitation, where you fail to meet any conditional examination grades required to enrol on your course);
- b. if, between accepting our offer and enrolling on your course, there is a change in your circumstances, which, in our reasonable opinion, makes it inappropriate for you to study on your course (for example, but without limitation, where you are convicted of a criminal offence);
- c. if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your course (including, without limitation, inaccurate or out of date examination results);
- d. if we become aware of information about you (which we were unaware of at the time of making the offer) which, in our reasonable opinion, makes it inappropriate for you to study on your course;

- e. if, in our reasonable opinion, any qualification or status in relation to you has been obtained fraudulently;
- f. if you fail to pay any amounts due to us from time to time (whether in accordance with these terms and conditions, any policies we have in place from time to time or otherwise) and such amounts remain outstanding within 30 days of us reminding you of the relevant late payment;
- 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 are convicted of a criminal offence in the UK or an equivalent offence of any other country;
- i. if you have any existing criminal convictions but fail to disclose these to the College;
- j. if any act or omission by you (in our reasonable opinion) amounts to bullying or harassment of other students and/or members of our staff;

Any action we take under the termination provision will not restrict our ability to take any other action against you which we may have the right to take from time to time (e.g., internal disciplinary procedures against you). Where we are permitted to withdraw you from your course we may instead (at our sole discretion) choose to suspend you for a period of time (to be determined at our sole discretion) from the course, allowing you to return to continue it at a later date.

F. Removal from programme due to non-attendance:

- a. If, during the academic year, a student has not attended at all for a period of three consecutive academic weeks and not kept a member of College staff informed as to the reasons 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. At certain times of the year – such as the very start of term – the College may make this decision earlier than the three week period should a student with no or extremely low attendance not have kept a member of College staff informed as to the reasons why and/or not engaged with attempts of College staff to make contact.
- b. If, during the academic year, a student has not attended, or has low comparative attendance for, one or more elements of their programme of study without a 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. This decision will be made irrespective of levels of attendance on other aspects of their study programme.

G. Removal from programme due to disciplinary sanction:

- a. Should a student's behaviour be such that it is required to be addressed through the College's Disciplinary Procedure, then, subject to the procedure having been followed, the College reserves the right to cancel or suspend the student's enrolment for their full programme of study should that be a recommendation arising from the disciplinary process.

4. **Disability and Reasonable Adjustments**

The College is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the College to engage with you and discuss your support needs more effectively. Students on regulated, vocational programmes are required to notify any disability which may impact on their ability to complete the programme and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the College being able to implement the specific adjustments reasonably needed for you to complete your programme. The College is more likely to be able to implement such adjustments

in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the College.

5. Miscellaneous

- a. A student's programme of study shall automatically terminate at the end date specified for their course.
- b. This agreement shall be subject to and governed by English Law.
- c. The College shall not be liable to you for any failure to perform or delay in performance of its obligations to you caused by any circumstances beyond its reasonable control including, but not limited to: flood, storm or other natural events; war or civil disorder; destruction, breakdown or damage to any premises, plant or equipment; the introduction of or any amendment to, any law or regulation or any change in its interpretation or application by any authority; or any action taken by governmental or public authority or an agency of the European Community; any strike, lock out or other industrial action or any other event, whether similar or not to any of the above events.
- d. The College shall not be liable to you for loss or damage to your person or property or otherwise unless due to the negligence or other failure of the College to perform its obligations under this agreement or under the general law.
- e. The College reserves the right to alter the terms and conditions in this statement after one month's notice to you personally or by display upon the College Notice Boards, including electronic media.
- f. The College is committed to providing equality of opportunity and promoting diversity. If you think that you or anyone else is being treated unfairly, please contact us as soon as reasonably practicable for you to do so. If you have a disability or long-term health condition, then please inform of us this as soon as reasonably practicable for you to do so to enable us to provide with the necessary support arrangements.
- g. The College is committed to safeguarding the welfare of all students. If you are worried about your own safety or the safety of someone else, please contact any member of our staff as soon as reasonably practicable.

6. Privacy Statement:

- a. **Higher Education:** How we use a student's personal information:
 - i. All of the personal information obtained from you and other sources in connection with your studies at the College will be held in secure conditions and will be used by the College during enrolment, during your course and after you leave the College for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of College's codes of practice and procedures.
 - ii. In addition the information will be used by the College for research, the compilation of statistics and alumni administration. The College may also, for a variety of purposes including fraud prevention or detection, supply this information to outside organisations such as the Police, local authorities, the Department for Works and Pensions and its agencies, the Home Office, the Office for Students (OfS), the Higher Education Statistics Agency (HESA), Skills Funding Agency (SFA), the Learning Records Service (LRS) to create and maintain a unique learner number (ULN) and a Personal Learning Record (PLR), examination boards and other educational establishments or awarding bodies.
 - iii. We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have.
 - iv. Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to the College.
 - v. For detailed information about the information we provide to HESA and how this information is handled, please see the privacy notice on the HESA website at:

7. Variations/changes to your Contract

- a. The College reserves the right to make reasonable changes to your Contract at any time. Changes will usually only be made in order to:
- i. comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
 - ii. comply with any changes requested by the Office for Students, the Department For Education or any other major funding body or successor body, or any Professional, Statutory or Regulatory Body (PSRB);
 - iii. implement legal advice, national guidance or good practice;
 - iv. implement decisions of awarding/validating bodies which affect the College's delivery of programmes, for example, the implementation of new regulations;
 - v. refresh the content of a module or a course in response to feedback from students and external examiners, or as a result of periodic updating, which will also result in updating of the programme specification and handbook;
 - vi. changes to the placement arrangements or provision, which may be due to the availability of suitably high quality placement opportunities;
 - vii. provide for the introduction of new or improved methods of delivery, services or facilities;
 - viii. reflect market conditions;
 - ix. rectify any error that might be discovered in the programme; and/or
 - x. further to codify existing arrangements.
- b. These changes will normally come into effect at the beginning of the next Academic Year, although the College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students, required by a professional or statutory body or required by law.

8. Related Documents

[HE Student Charter](#)

[Fees Policy](#)

[Refund and Compensation Policy](#)

HE Student Protection Plan

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to:

HE Admissions Team
University Campus Oldham
University Way
Oldham
OL1 1BB

Or send by email to info@uco.oldham.ac.uk.

I hereby given notice that I wish to cancel my contract with the College to study the course commencing in
[(Month)] [(Year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Reason for cancellation (optional):

Address of student:

Signature of student:

Date: