

## UCO HE Policy and Procedure

Name of Policy or Procedure:	<b>Terms and Conditions</b>
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Originator:	Vice Principal HE and Higher Skills
Approved by:	Principalship
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The following terms and conditions apply for all students of University Campus Oldham (UCO) and for all students who intend to study a new course at UCO from September 2016 and remain valid until further notice.

These terms and conditions apply from the day you accept an offer with UCO until you cease to be enrolled on a course at UCO (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.

### **A: 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.

### **B: You hereby agree with the College:**

- a. To adhere to the UCO Code of Conduct
- b. To comply with all reasonable requests or instructions from the College staff.
- c. 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.
- d. To pay promptly all course fees and examination fees by agreed dates.
- e. 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.
- f. 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 UCO and may be accessed by staff members and any agencies of UCO.
- g. You agree and undertake to inform UCO immediately of any change(s) in your circumstances.
- h. You agree to comply with all rules, regulations and usage policies that UCO has in place during your studies at UCO regarding the use of the internet, mobile phones and other media devices whilst using any such devices owned by UCO and/or whilst using a non-UCO owned device on a UCO connection.

### **C: Other conditions:**

1. Course changes:
  - a. UCO's 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 UCO 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/>. 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.

## 2. 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 Higher Education 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 UCO, depending on your chosen course. You will inform UCO immediately if you are unable to pay any tuition fees for any reason. UCO 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 UCO 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).

### 3. 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 within fifteen working days. 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. A student has the right to cancel their enrolment within fourteen calendar days of the date stated on their enrolment form by informing the College in a letter addressed to Admissions Manager, University Campus Oldham, University Way, Oldham OL1 1BB. Any course fees already paid within this period of time will be refunded in full. Any fees paid to the College for examination entry, awarding body registrations or for kit and equipment that the student has already received will not be refunded.

### 4. 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 UCO;
- 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.

5. 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.

6. 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.

**D: 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. UCO 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. UCO 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.

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 UCO will be held in secure conditions and will be used by UCO during enrolment, during your course and after you leave UCO 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 UCO's codes of practice and procedures.
  - ii. In addition the information will be used by UCO for research, the compilation of statistics and alumni administration. UCO 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 Higher Education Funding Council for England (HEFCE), 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 UCO.
  - 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: [www.hesa.ac.uk/collection-notices](http://www.hesa.ac.uk/collection-notices)