

# WEST THAMES COLLEGE

## HIGHER EDUCATION TERMS & CONDITIONS 2022/23

Any offer of a Higher Education place made to you by West Thames College is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and West Thames College.

### 1. Our Contract with You

1.1. The following contract constitutes the terms and conditions of study in 2022/23 on directly-funded Higher Education Pearson programmes offered by West Thames College (the College)

1.2. These terms and conditions and all college procedures or policies referred to in them together with:

- 1.2.1. any offer communication from the College ('offer');
- 1.2.2. any communication issued by UCAS that confirms acceptance of the offer ('confirmation letter');
- 1.2.3. the online prospectus as at the date the College makes an offer ('prospectus'); and
- 1.2.4. the College's confirmation of enrolment communication

form the contract made between the student and the College (the "Contract").

1.3. Enrolling on a higher education programme or module taught at the College and/or accepting the offer signifies that the student accepts the terms of the Contract.

1.4. The College has a number of regulations, policies and procedures (see clause 1.5 below) outlining the agreed practices of the College. By enrolling on a programme of the College and/or accepting the offer and thereby agreeing to these terms and conditions, students agree to comply at all times with these regulations, policies and procedures including where the College may amend any of them from time to time). The regulations, policies and procedures referenced in this contract can be located on the College [website](#), in student handbooks, on MS Teams and on the VLE Moodle.

**1.5. Students are subject to the provisions of the West Thames College Academic and Misconduct Disciplinary Procedures and student conduct requirements described in the Higher Education (HE) Student Handbook. Any students failing to meet their responsibilities may be the subject of disciplinary action, which may involve the termination of their enrolment and this Contract in serious circumstances.**

1.6. If a student does not fully complete enrolment within 6 weeks of the start of their programme or module the College reserves the right to refuse to enrol the student and withdraw the student from his/her programme (without liability).

Students who are not enrolled are not entitled to participate in assessments for any modules.

- 1.7. In the event that the provisions of these terms and conditions conflict or are inconsistent with the provisions of any other documents forming part of the contract, the provisions of these terms and conditions shall prevail and the student shall comply with the provisions of these terms and conditions.

## **2. Admissions**

- 2.1. The offer of a place on a programme that the College makes to the student is subject to the student satisfying the academic and/or non-academic requirements for admission prescribed by the College in the offer. The offer may be conditional or unconditional. If the offer is conditional, the College will set out the conditions in the offer the student needs to fulfil in order to be enrolled on the programme. If the student has not fulfilled the conditions of the offer before the date notified to the student in the offer prior to the start of the programme, the College reserves the right to withdraw the offer. Students have the right to change their mind and reject the offer within 14 days of the date on which they accepted it, by sending written notice to the College.
- 2.2. The College may withdraw or amend any offer or revoke a student's subsequent registration as a student of the College, without liability to the student, if the College discovers that the student's application contains material inaccuracies or fraudulent information or if the student is found to have omitted key information from his/her application. No refund of fees will be made in such circumstances beyond that provided for in the West Thames College Fees Policy, please see section 6.

## **3. Cancellation**

- 3.1. You have the right to cancel your contract with the college within 14 days without giving any reason. Your full rights under the Consumer Contract regulations 2013 are available at the link below

<https://www.gov.uk/government/publications/higher-education-guide-to-consumer-rights-for-students>

- 3.2. Students (or potential students as applicants) retain the right to cancel the contract in certain situations as set out in this clause 3. Withdrawal from the programme is subject to the provisions of the West Thames College Fees Policy, please see section 6.
- 3.3. The College reserves the right to cancel a programme in the event of non-viability due to numbers. In this eventuality, the College will advise applicants, and provide help and support to find an alternative programme for them.

- 3.4. Once the College has commenced providing its services to the student (or potential student as applicant), the student may cancel the Contract with immediate effect by giving the College written notice if:
- 3.4.1. the College breaks the contract in any material way and does not correct or remedy the situation with 30 days of the student requesting the cancellation to the College in writing;
  - 3.4.2. the College goes into liquidation or a receiver or an administrator appointed over the assets of the College;
  - 3.4.3. the College changes the terms of the Contract to the material disadvantage of the student (or potential student as applicant); or
  - 3.4.4. the College makes any substantial change to the student's programme of study.
- 3.5. The College may cancel the Contract and terminate a student's enrolment at any time with immediate effect by giving the student written notice if:
- 3.5.1. the student does not pay the College when required to in accordance with the Fees Policy;
  - 3.5.2. the student breaks the Contract in any material way, and does not correct or remedy the situation within 30 days of the College requesting;
  - 3.5.3. any information supplied to the College by or on behalf of the student is misleading, inaccurate or incorrect;
  - 3.5.4. the College becomes aware of any changes to the student's situation or the information relating to him/her which means that the student is no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme;
  - 3.5.5. the student has or receives a criminal conviction or caution, or the College receives a negative response from the Disclosure and Barring Service, which, in the reasonable opinion of the College, makes it inappropriate for him/her to remain on the programme;
  - 3.5.6. the student commits a substantial breach of any of the College's regulations, policies, procedures or frameworks, including any of those set out in clause 1.5 above; or
  - 3.5.7. the student's enrolment and registration is not completed satisfactorily, including the lack of a valid UK visa or its expiry during the programme of study.

## **4. Programmes of Study**

- 4.1. Students enrolling onto a programme of study will be entitled to attend classes and participate in assessment for all modules on which the student is enrolled for 2022/23, subject to making payment of their fees as and when they fall due and within the provisions of the contract.
- 4.2. Where a programme lasts for longer than one academic year, students must enrol on an annual basis. An invitation to enrol will be sent to all eligible students annually.

- 4.3. Students will be assessed in accordance with Academic Regulations, policies and procedures. For programmes that last for longer than one academic year the College will consider the student's academic performance annually, in accordance with the relevant Academic Regulations. Where the College judges that a student's registration should be terminated on academic grounds, any future enrolment at the College would be subject to the College's usual admissions procedure. If a student's enrolment is cancelled on academic grounds the student will not be entitled to any refund, over and above that provided for in the West Thames College Fees Policy please see section 6.
- 4.4. Any student whose enrolment has been terminated is no longer entitled to attend lectures or classes, to use the College's Learning Resources Centre or computing facilities, to submit assessments, to take tests/examinations, or to proceed to any degree, diploma or other award of the College.
- 4.5. The College will provide library, laboratory, studio, IT and other facilities to students in accordance with the descriptions set out in the prospectus, unless prevented from doing so by adverse circumstances beyond its control. If so prevented, the College will take all reasonable steps to provide an acceptable alternative.

## **5. Personal Data & Student Information**

- 5.1 The student agrees that the information contained in his/her application for an offer is true, accurate and complete at the time the offer is made and when it is accepted and the student undertakes to inform the College as soon as possible if any of this information or any of his/her personal details or circumstances change including, for example, anything that leads to his/her non-attendance at lectures other scheduled programme activity; anything that may impact upon his/her health; or any criminal conviction or caution.
- 5.2 The College holds and processes personal data and sensitive personal data about its current, past or prospective, applicants, students, alumni and others who are defined as 'data subjects' under the General Data Protection Regulation (GDPR) as it applies in the UK, tailored by the Data Protection Act 2018.
- 5.3 Detailed information relating to how the College handles the personal data of applicants, students and alumni can be found in the Privacy Notice within the [Data Protection – GDPR](#) section on our website.
- 5.4 The College is occasionally required to provide data about students to third parties for legal and operational purposes. This may include: The Higher Education in Further Education Student Survey (HEIFES), Individual Learner Record (ILR) returns, The Office for Fair Access (OFFA), local authorities, Home Office, Student Loans Company, external teaching venues, partner universities and service providers.

5.5 Where an enrolment ceases or lapses, the College may retain basic registration details, results and any information that may be required in relation to matters that remain outstanding. The remaining information will be destroyed, subject to the College's compliance with GDPR.

## **6. Fees Policy**

6.1. Details of the fees charged, how fees are calculated, how fees may be varied, payment options, how to pay fees, how to withdraw from programmes and the College's refunds policy, are set out in the Fees Policy on the West Thames College website, which applies to the student and which he/she must comply with at all times. The College reserves the right to amend the Fees Policy from time to time, including an annual update, subject to reasonable notice being given to students of any material changes.

## **7. Student Debtors**

7.1. The College reserves the right to cancel this Contract and the enrolment and/or terminate the registration of any student who has failed to pay tuition fees in accordance with the terms of the College's Fees Policy.

7.2. If at the end of an academic year of any programme, the student has not paid all or part of any outstanding debt, the student will not be allowed to enrol on to any programme for the next academic year, or graduate if they are in their final year.

7.3. If the student owes fees (other than tuition fees) related to any element of the services (for example, library fines) by the due date, the relevant element (for example, use of the library's borrowing facility) may be withdrawn until the fees have been paid in full.

## **8. Student Enrolment**

8.1. Students are required to formally enrol with the College. This consists of providing formal identification documentation to the College.

8.2. All international students who require immigration permission to study in the UK must present a valid UK visa or equivalent to the College before completing enrolment. This visa should normally cover the full length of the student's course of study. If the visa expires before the expected course end date, a new visa must be provided before the expiry date. If the student does not provide valid visa documentation (where applicable) to cover the full study period their enrolment and this Contract may be cancelled by the College. In such circumstances the student may be liable for a refund as per the College's Fees Policy.

## **9. Changes to Modules and Programmes**

- 9.1. Once a student has accepted the offer and/or enrolled as a student of the College, the College will use all reasonable endeavours to deliver the student's module or programme as per the terms of the contract.
- 9.2. The College will not normally make material changes to modules or programmes that students have agreed to study except where the changes will benefit the student experience or changes are necessary due to circumstances outside of the control of the College. Where material changes are necessary or proposed, student representatives will be consulted and the College will provide appropriate support and guidance.
- 9.3. The College will use reasonable endeavours to deliver programmes in accordance with published documentation. It may be necessary for the College to institute material changes or amend programmes from time to time. In the event of substantial variations, the student may withdraw from the contract on written notice to the College. Upon its receipt of such notice, the College will refund any deposit or fee on a pro-rata basis for the unexpired period of the year for which such deposit or fee has been paid in advance.

## **10. Services, Facilities and Liability**

- 10.1. Use by the student of any of the College's IT facilities will be treated as acceptance by the student of the West Thames College e-safety policy and the internet and email acceptable use policy. These are available on the College's VLE, Moodle.
- 10.2. The student's right to access any services or facilities of the College will cease upon termination of the student's enrolment.
- 10.3. The provision of a facility or service may be subject to an additional charge (separate from the tuition fees). Where this is the case, the College will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between the student and the College.
- 10.4. Whilst the College takes all reasonable care to ensure the safety and security of students, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by the College's negligence. Students are advised to insure personal property against such risk of loss and damage.
- 10.5. The College shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property,

caused by any other student, or by any person who is not an employee or authorised agent of the College.

10.6. 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"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to students.

## **11. Lecture or Lesson Recording**

11.1. The College may on occasion record, store and make available to students, video and audio recordings of instances of learning and teaching where the student may be present. In these instances the college will seek the consent of participating students.

## **12. Intellectual Property**

12.1. The College reserves the right to use any work created by the student in its advertising or promotional activities or teaching.

## **13. Complaints Procedure**

13.1. If a student has a complaint about the College, the student should follow the College's [Complaints Procedures](#) which are available on the College's website.

## **14. Changes to Terms and Conditions**

14.1. The College may revise the terms and conditions of this Contract from time to time where in its opinion it will assist in the proper delivery of any programme or in order to:

- 14.1.1. comply with any changes in relevant laws and regulatory requirements;
- 14.1.2. implement legal advice, national guidance or good practice;
- 14.1.3. provide for new or improved delivery of any programme;
- 14.1.4. reflect market practice;
- 14.1.5. make them clearer or more favourable to the students
- 14.1.6. rectify any error or mistake; or
- 14.1.7. to incorporate existing arrangements or practice.

14.2. No variation or amendment to the Contract may be made without the College's prior written agreement. In the event that it agrees to allow a student to transfer to an alternative programme after the Contract has come into existence, the transfer will be treated as a variation of the Contract which shall otherwise remain in full force and existence.

14.3. If the College revises the Contract under this clause 14, it will publish the amended Contract by such means as it may consider reasonably appropriate. The College will use reasonable endeavours to give the students at least one month's written notice of any changes to the Contract before they take effect.

## **15. General**

15.1. A written notice given under the Contract may be sent by email.

15.2. The College may transfer its rights and obligations under the Contract to another college or similar organisation and it will always notify the student in writing if this happens, but this will not affect the student's rights or the College's obligations to the students under the Contract.

15.3. The terms of the Contract shall only be enforceable by the student (or potential student as applicant) and the College.

15.4. The Contract constitutes the entire agreement between student (or potential student as applicant) and the College in relation to its subject matter.

15.5. No failure or delay by the College or the student (or potential student as applicant) to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

15.6. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

15.7. The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.