



Wiltshire College
& University Centre

Wiltshire College & University Centre

Higher Education Student Contract

2023-24

Introduction

1. This contract sets out the terms and conditions of study in 2023/24 on Higher Education programmes offered by Wiltshire College & University Centre ("the college") in partnership with Oxford Brookes University, Bournemouth University and Pearson ("the awarding body").
2. We are delighted to have been able to offer you a place on the programme. The college is contractually obliged to deliver the programme as advertised to you should you accept the offer. In return, by accepting our offer, you will be subject to any conditions that are stated in your offer letter, the terms and conditions of this contract and the regulations of the awarding body. You will find more details including the college policies and procedures on the college website in the About Us section <http://www.wiltshire.ac.uk>

Changes to your place or cancellation prior to enrolment

3. If you choose to accept your offer of a place at the college, you have a right to cancel within 14 days of accepting. You must either email the HE Admissions Team at HEAdmissions@wiltshire.ac.uk or telephone 01225 756200 to request a Change Request Form.

You can also request changes to your type of acceptance (insurance to firm, firm to insurance or defer or withdraw your application or be released into Clearing. Once a change request form has been completed and signed, it should be scanned and emailed to HEAdmissions@wiltshire.ac.uk. We cannot make changes without this signed form.

At the college, we want you to be confident and happy in any decision you make regarding your Higher Education needs so after 14 days the college may still consider any change requests.

Enrolment

4. You will enrol on your programme in September. Fees are chargeable from enrolment.

UCAS

5. In accepting this contract, you are also accepting the terms and conditions of UCAS which can be found at this link [UCAS generic terms of service | Undergraduate, Postgraduate, Conservatoires, Teacher Training | UCAS](#)

Meeting the conditions of your offer

6. You may have to meet the conditions as part of your offer. Please ensure that you understand these conditions prior to acceptance. It is your responsibility to ensure that all results are received by the HE Admissions Team before 17th July 2023. The college may choose to defer or withdraw your offer of a place if results are not received by this date. Some results are received through UCAS although some are not and you will have to supply these yourself. You are advised to familiarise yourself with the list on the UCAS website (<https://www.ucas.com/> <https://www.ucas.com/advisers/managing-applications/exam-results-process>). If you have any questions, please contact the HE Admissions Team to discuss.
7. If you fail to meet the conditions, it does not necessarily mean that you will not get a place on your programme; we review all such instances on a case-by-case basis.

Deferrals

8. If you wish to postpone your start at the college, you will need to contact the HE Admissions Team to discuss. Deferral is only available should you have met your conditions of offer and is usually only for one year.

Changes to your programme prior to enrolment

9. Changes to your programme will only be made in exceptional circumstances. For example, to meet requirements of the awarding body and any other external accrediting and professional bodies. If we make changes, we will give you advance warning in writing and seek your express agreement.

Programme closures prior to enrolment

10. Occasionally, circumstances outside of the college's control may result in the closure of a programme before enrolment. In the unlikely event of this happening, the college will notify you as soon as reasonably possible. The college will:

- a) Try and offer you a suitable alternative programme at the college or relevant partner Higher Education Institution if you meet selection criteria.
- b) Refer you to a comparable Higher Education Institution that offers your choice of

programme.

and/or

- c) Allow you to defer your application to the following year if appropriate.
11. If you do not wish to accept a replacement offered by the college, you are entitled to withdraw your application by notifying the college in writing. An appropriate refund for deposits paid will be issued

Fraudulent Applications

12. If we believe your application is misleading or fraudulent, we may withdraw or change the offer of your place or terminate this contract (if it has already commenced). We will tell you if we do this and you can appeal.

13. Fraudulent applications are applications submitted with the intent of securing a place on a programme by deception. This can include:

- a) Providing misleading information given on an application or the omission of relevant information.
- b) Providing false or falsified documents in support of applications such as references or certificates.
- c) Plagiarism of information submitted in support of your application. For example, a personal statement.

14. If your offer is withdrawn or contract is terminated for such a reason, you have the right to appeal against the decision and should refer to the Admissions Appeals procedure within the HE Admissions Policy. Further guidance can be found on our website www.wiltshire.ac.uk under About Us on the Policies page.

15. If you have been withdrawn from the admissions cycle by UCAS, you must appeal directly to UCAS.
16. Where it is felt that further information is required when considering your application or this is suspected of fraud, the college reserves the right to contact you, your referee, employer, school and/or UCAS to gather additional information as required.

Cancellation by the college

17. The college will be entitled to terminate this contract and cancel your enrolment if:
 - a) You fail to comply with any college policies, rules and procedures that apply to Higher Education students (see below).
 - b) You make a fraudulent application or at any time provide any other information to the college or UCAS in a fraudulent manner.
 - c) You breach any part of this contract in a material way and do not remedy the situation within 30 days of being asked to do so by the college in writing.
 - d) You do not comply with the college's Fees Policy.
 - e) The college becomes aware of any changes to your situation or information relating to you which means that you can no longer fulfil any requirements attached to any offer or pre-requisite conditions for your programme.
 - f) You have or receive a criminal conviction, 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 you to remain on the programme.
 - g) You are considered under the college's Fitness to Study procedure to not be fit to study.
 - h) Your enrolment and registration are not completed satisfactorily including the lack of a valid UK visa or its expiry during your programme of study.

Student Rules, Policies and Procedures

18. You must follow and always comply with every aspect of all college policies, rules and procedures that apply to the college's Higher Education students including Admissions Appeals Procedure, Higher Education Admissions, Acceptable Use, Student Code of Conduct and Disciplinary Procedures, Compliments, Comments and Complaints Procedure, Health and Safety, Safeguarding, Fitness to Study, Equality, Diversity and Inclusion and Attendance Policies. A serious breach of any such policy, rule or procedure may result in the college terminating this contract and withdrawing your enrolment.
19. It may be necessary for curriculum teams to move study online or blend their delivery with remote sessions or workshops. This is to reflect the Office for Students (OfS) recommendation that higher Education be flexible to the needs of all students. This will mean that some sessions may be recorded. Should students have any reason they would not like to be included in a recorded session, they must discuss this with their Programme Leader to reach a suitable outcome.

Fitness to Study

20. Where there is cause for concern that you are not fit to study due to disability or ill health or if the curriculum team feel there is a risk to your continuation, then the Fitness to Study procedure will be implemented which may result in a refusal of your place or continuing study. This is a

developmental process which aims to support the student through any areas of particular, or accessibility challenge.

21. If you have applied for a professional programme such as Social Work or a teaching qualification, you may be subject to fitness to practice or teach regulations; this will be identified within the application process. Should there be any cause for concern if you are on an Initial Teacher Education (ITE) programme with us, your Fitness to Study process will be managed by both the HE ITE Programme Leader and your Line Manager.

22. You are required to declare unspent criminal convictions. For professional programmes (Teacher Training, Social Work, Early Years and Social and Community Work), you will require an Enhanced Check with the Disclosure and Barring Service as part of your conditions of offer.

Changes to modules or programmes after enrolment

23. Once you have accepted an offer from the college, we will use all reasonable endeavours to deliver your modules or programme as it was described at the time of the offer being made to you.
24. The college will not normally make material changes to modules or programmes that you have agreed to study except where the changes will benefit your experience or changes are necessary due to circumstances outside the control of the college. Where material changes are necessary or proposed, you will be consulted through Student Staff Liaison Committees (SSLCs) and the college will provide you with appropriate support and guidance.
25. The college will make reasonable efforts 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 any substantial variation, you may withdraw from the contract on written notice to the college. Upon our receipt of such notice, the college will refund any deposits or fees on a pro-rata basis for the unexpired period of the year for which such deposits or fees had been paid in advance.

Use of Services (including temporary closure)

26. As a student, you will have access to a range of services including Careers, Learning Resource Centres and I.T. Support. You can find opening hours and terms and conditions of these services on our website. On occasion, these services may be unavailable due to unforeseen circumstances, essential maintenance or upgrading of technology. Where possible, the college will take reasonable steps to inform you of any temporary loss or disruption of service and the college will take every reasonable care not to disrupt your learning.

Ownership of work

27. Academic work that you produce will be owned by you. Exceptions to this may be if you are working with a third party or the college on, for example, a research project, which is being sponsored or funded by a third party or the college. Intellectual property in your work in these cases could be owned by the third party or the college.

Liability

28. The college takes reasonable care to ensure that you as a student are safe and secure whilst on campus and/or using the college's services. The college cannot accept responsibility and expressly excludes liability for loss or damage to your personal property which includes computers and software. You are strongly advised to insure your property against theft and other risks.
29. The college will not be held responsible for any injury to you (financial or otherwise) or for any loss or damage to your property caused by any person who is not an employee, student or sub-contractor of the college.
30. The college will not be liable if we fail to carry out our responsibilities as stated in this contract if events are outside of our control. This includes wars, terrorist attacks, civil commotions, riots,

fires, explosions, natural disasters such as earthquakes, floods and adverse weather, pandemics, failure of public or private telecommunications networks or power outages.

31. In the event any of the above happens, the college will take reasonable steps to contact you and will reinstate our contractual obligations as soon as reasonably possible after the event.

Compliments, Comments and Complaints procedure

32. The college has a compliments, comments and complaints procedure which can be used by anyone using the services of the college. It can be used by you should you have a complaint. The procedure sets out clearly the four stages of the procedure. Details can be found on the Policies page under About Us on our website www.wiltshire.ac.uk

Fees and Deposits and non-payments (Tuition, Accommodation, Learning Resource Centres) and additional charges

33. Tuition fees are charged each year for your programme. Specific fees can be found on our website. These fees cover educational and related services such as teaching and tutorials, access to learning, access to our Virtual Learning Environment (Microsoft Teams), assessment of submitted work, technical and practical resources (depending on programme), support and welfare provision, membership of our Student Union, access to our I.T. network including remote network, access to our Learning Resource Centres and other student services. Some programmes will incur additional costs which are not covered by your tuition fees and this information can be found on our website. Information concerning accommodation fees can be found on our website and will form a separate contract.
34. You are responsible for making sure that all fees due are paid including tuition fees. Even if a third party is sponsoring your studies or you have applied for a student loan, you are ultimately responsible for making sure that fees are paid. As part of this contract, you agree to pay or make acceptable arrangements to pay the college all deposits, fees, charges and expenses when these are due. The college will publish information on deposits, fees, charges and expenses that are required for your programme and the dates that these need to be paid.
35. If you have a student loan, Student Finance England will pay the college directly. If you are not in receipt of a student loan, you will need to arrange to pay these fees yourself, please see the HE fees policy on our website for more information. This can be found under About Us on the Policies page on www.wiltshire.ac.uk
36. If you have genuine concerns about not meeting payments, please contact the HE Admissions Team who may be able to help you.
37. If you fail to pay fees or charges when they are due or make payments under an agreed repayment plan, the college may impose sanctions including:

Tuition fees non-payment

- a) Withdraw your access to college facilities.
- b) Withdraw you from your programme and terminate this contract.
- c) Not allow you to enrol for future academic years.

- d) Not pay you any bursaries or scholarships due to you.
- e) Refer any debt to an external debt collector.

Please note, where you are withdrawn from your programme even for a short period, you will miss vital parts of your learning which in turn may mean you have to study for longer and may incur extra costs. These may not be covered by your student loan.

Accommodation fees non-payment

- a) Give you notice to vacate accommodation and obtain a court order for eviction.
- b) Refer any debt to an external debt collector.

Learning Resource Centres non-payment

- c) Make charges for replacement of items.
- d) Prevent you from borrowing new items or renewing old items.

38. If you are studying an Initial Teacher Education (ITE) programme with us and your employment with us comes to an end, you will be liable for the remaining cost of the NCFE Level 5 Diploma in Education and Training and removed from the Learning & Skills Teacher Apprenticeship. Costs incurred for this will be communicated to you by the Apprenticeship and HR Teams at the College.

Bursaries

39. Several means tested bursaries are available at the college. Additionally, the college has a hardship fund should you find yourself in financial hardship during your studies. Further information about financial help can be found on the Money Matters page on our website [Money Matters | Wiltshire College & University Centre](#). Please be aware, bursary payments may stop or repayment may be required if you are suspended from or leave your programme early.

Withdrawing or suspending after enrolment

- 40. If personal circumstances prevent you from continuing with your studies, you may be able to suspend or withdraw from your studies. Suspending means stopping your studies for the year and resuming your studies at the same point in the following academic year.
- 41. If you withdraw or suspend your studies with us, it may affect how many years you can get a student loan for. You may also be required to repay any maintenance loans, grants, scholarships or bursaries that have been given to you. It is important to consider this when deciding whether to withdraw or suspend your studies. Please contact our HE Admissions Team to discuss this further.
- 42. If you suspend or withdraw from the college, you will need to pay tuition fees up to the term in which you withdraw. If you have paid more fees than are due to us, we will refund them. Please note that there is a 14-day cancellation period from enrolment where a refund will be issued minus any administrative charges if you withdraw from your programme. After 14 days, you are liable to pay fees depending on which term you withdraw. For full information, please see the HE Fees policy on the Policies page under About Us on our website www.wiltshire.ac.uk
- 43. If you are in receipt of a student loan, the college will contact the Student Loans Company to advise them of your fee liability charges.

44. If you return following suspending your studies, we will deduct any fees you have paid from your suspended year's study from your current year's fees.

Personal Data and Student Information

45. You agree that all the information contained in your application for an offer and any additional information that you provide to the college at any time, is true, accurate and complete at the time you gave the information and, in respect of an offer, was true, accurate and complete at the time you accepted the offer. You agree to inform the college as soon as possible if any of this information or any of your personal details or circumstances change including, for example, anything that leads to your non-attendance at lectures, seminars or other scheduled programme activity, any activity that may impact upon your health or any criminal conviction or caution.
46. All personal information provided by you to the college is processed in accordance with relevant legislation including GDPR.
47. The college is occasionally required to provide data about students to third parties for legal and operational purposes. This may include The Office for Students (OfS), local authorities, the Home Office, the Student Loans Company, Awarding Bodies, the National Student Survey (NSS), Higher Education Statistics Agency (HESA), external teaching venues and service providers.
48. Where an enrolment ceases or lapses, the college may retain basic registration details, results and any other information relating to you that may be reasonably required in relation to matters that remain outstanding. The remaining information will be destroyed subject to the college's Data Protection policy (as amended from time to time).

Changes to this contract

49. The college may revise the terms and conditions of this contract from time to time where, in its opinion, will assist in the proper delivery of any programme or to:
- (a) Comply with changes in relevant laws and regulatory requirements.
 - (b) Implement legal advice, national guidance or good practice.
 - (c) Provide new or improved delivery of any programme.
 - (d) Reflect market practice.
 - (e) In the college's opinion make them clearer or more favourable to you.
 - (f) Rectify any errors or mistakes.
 - (g) Incorporate existing arrangements or practice.
50. No variation or amendment to the contract may be made without the college's prior written agreement. If it agrees to allow you 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.
51. If the college wishes to vary or amend the contract, it will inform you by such means as it considers reasonably appropriate. The college will use reasonable endeavours to give you at least one month's written notice of any changes to the contract before they take effect.

General

52. A written notice given under this contract may be sent by email.

53. The college might transfer its rights and obligations under the contract to another college or similar organisation and will always notify you in writing if this happens, but this will not affect your rights or the college's obligations to you under the contract.
54. The terms of this contract shall only be enforceable by you and the college.
55. This contract constitutes the entire agreement between you and the college in relation to its subject matter.
56. No failure or delay by the college or you 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.
57. 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.
58. The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to this 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.