

Wiltshire College and University Centre
Higher Education Student Agreement
(Terms and Conditions)
2019 Entrants

Introduction

1. This contract sets out the terms and conditions of study in 2019/20 on directly funded Higher Education programmes offered by Wiltshire College and University Centre (“the College”) in partnership with the University of Bath, Oxford Brookes University, Bournemouth University, the Royal Agricultural University, the University of Greenwich and Pearson (“the Awarding Institution”).
2. We are delighted to have been able to offer you a place on a Wiltshire College course. The College is contractually obliged to deliver the course 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 Institution. You will find more details including the regulations in the Higher Education Student Handbook and in the Student Policy and Procedures that are available on the College’s website (<http://www.wiltshire.ac.uk/unicourses>).

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 contact the HE Admissions Team on HEAdmissions@Wiltshire.ac.uk or 01225 756200 to request a Change Request Form.

You are also able to request changes to your type of acceptance (insurance to firm or 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 Wiltshire 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 course in September and 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 the UCAS website.

Meeting your conditions of your offer

6. You may have to meet conditions as part of your offer. Please ensure that you understand these conditions prior to acceptance. It is your responsibility to ensure that the HE Admissions Team receives all results before 31st August 2018. Wiltshire 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 this yourself. You are strongly advised to familiarise yourself with the list on the UCAS website (<https://www.ucas.com>). 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 your place, we review all such instances on a case-by-case basis.

Deferrals

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

Changes to your course prior to enrolment

9. Changes to your course will only be made in exceptional circumstances. For example, to meet requirements of the Awarding Institution 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.

Course closures prior to enrolment

10. Occasionally, circumstances outside of the College's control may result in the closure of a course before enrolment. In the unlikely event of this happening, the College will notify you as soon as reasonably possible. The College will:
 - a. Try to offer you a suitable alternative course at the College or relevant partner institution if you meet selection criteria.
 - b. Refer you to a comparable Higher Education institution that offers your choice of course.
 - 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. Appropriate refund for deposits paid will be instigated.

Fraudulent Applications

12. If we believe your application is misleading or fraudulent, we may withdraw or change an offer of a 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 course by deception. This can include:
 - a. Misleading information given on an application or the omission of relevant information.
 - b. Provision of 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. Any applicant whose offer is withdrawn or whose contract is terminated for such a reason has the right to appeal against the decision. Applicants should refer to the Admissions Appeals

procedure within the HE Admissions Policy for further guidance that can be found on our website.

15. Any applicant withdrawn from the admissions cycle by UCAS must appeal direct to UCAS.
16. Where it is felt that further information is required when considering applications or applications are suspected of fraud, Wiltshire College reserves the right to contact the applicant, their 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 a student's enrolment if:
 - a. A student fails to comply with any Wiltshire College policies, rules and procedures that apply to Higher Education students (see below).
 - b. A student makes a fraudulent application or at any time provides any other information to the College or UCAS in a fraudulent manner.
 - c. A student breaches any part of this contract in a material way and does not remedy the situation within 30 days of being asked to do so by the College in writing.
 - d. A student does not comply with the College's Fees Policy.
 - e. The College becomes aware of any changes to a student's situation or the information relating to him / her that means that the student is no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme.
 - f. A student has or receives a criminal conviction or caution or the College receives a negative response from the Disclosure and Barring Service that in the reasonable opinion of the College makes it inappropriate for him / her to remain on the programme.
 - g. A student is considered under the College's Fitness to Study procedure not fit to study.
 - h. A student's enrolment and registration are not completed satisfactorily including the lack of a valid U.K. visa or its expiry during the programme of study.

Student Rules, Policies & Procedures

18. You must follow and comply at all times with every aspect of all Wiltshire College policies, rules and procedures that apply to Higher Education students including Admissions Appeals Procedure, Higher Education Admissions Policy, Information Systems Acceptable Use Policy, Student Code of Conduct and Disciplinary Procedures, Compliments, Comments and Complaints Procedure, Health and Safety Policy, Equality and Diversity Policy. A serious breach of any such policy, rule or procedure may result in the College terminating this contract and withdrawing your enrolment.

Fitness to Study

19. Where there is cause for concern that a student is not fit to study due to disability or ill health then the Fitness to Study procedure will be implemented which may result in a refusal of a place or continuing study.
20. If you have applied for a professional course such as Social Work or a teaching qualification, you may be subject to fitness to practise or teaching regulations. This will be identified within the application process.
21. All applicants are required to declare unspent criminal convictions. For professional courses such as Teacher Training, Social Work, Early Years and Health and Social Care, you will require an enhanced Disclosure and Barring Service check as part of your condition of offer.

Changes to Modules or Programmes after enrolment

22. Once you have accepted an offer from the College, we will use all reasonable endeavours to deliver your module or programme as it was described at the time of the offer being made to you.
23. 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.
24. 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 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 deposit or fee on a pro-rata basis for unexpired period of the year for which such deposit or fee has been paid in advance.

Use of Services (including temporary closure)

25. As a Wiltshire College student, you have access to a range of services including careers services, the Learning Resource Centres and I.T. services. You can find opening hours and term and conditions of these services on our website. On occasion, these services may be unavailable due to unforeseen circumstances or 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

26. 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 the third party or the College. The third party or the College could own intellectual property in your work in these cases.

Liability

27. 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 that includes computers and software. You are strongly advised to insure your property against theft and other risks.

28. 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.
29. 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 war, terrorist attack, civil commotion, riot, fire, explosions, natural disasters such as earthquakes, floods and adverse weather, failure of public or private telecommunications networks or power outages.
30. In the event any of the above happening, the College will take reasonable steps to contact you and will re-institute our contractual obligations as soon as reasonably possible after the event.

Compliments, Comments and Complaints procedure

31. The College has a Compliments, Comments and Complaints procedure that can be used by anyone using the services of Wiltshire College. Any student who has a complaint can use it. The procedure sets out clearly the four stages of the process. Details can be found within the Higher Education Student handbook with a link to the procedure on the policies and procedures page on our website.

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

32. Tuition fees are charged each year for your course and specific course fees can be found on our website. This fee covers educational and related services such as teaching and tutorials, access to learning, our virtual learning environment (eStudy), assessment of submitted work, technical and practical resources (depending on course), support and welfare provision, membership of students' union, access to I.T. Network, including remote network, access to the Learning Resource Centres and other student services. Some courses will incur additional costs that 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.
33. 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 course and the dates that these needs to be paid.
34. If you have a student loan, Student Finance England will pay Wiltshire College directly. If you are not in receipt of a student loan, then you will need to arrange to pay these fees yourself, please see the fees policy on our website for more information.
35. If you have genuine concerns about not meeting payment, please contact the HE Admissions Team who may be able to help you.
36. 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 course and terminate this contract.
- c. Not allow you to enrol onto 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 course, even for a short period, you will miss vital parts of your learning that 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 Centre non-payment

- a. Make charges for replacement of items.
- b. Prevent you from borrowing new items or renewing old items.

Bursaries

37. A number of means tested bursaries are available at Wiltshire College for new students. Additionally, the College has a hardship fund for Wiltshire College HE students who find themselves in financial hardship during their studies. Further information about financial help can be found on the Money Matters page on our website. Please be aware, bursary payments may stop or repayment may be required if you are suspended from or leave your course early.

Withdrawing or suspending after enrolment

- 38. 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.
- 39. If you withdraw or suspend your studies with us, it may affect how many years you can get a student loan. 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 making a decision whether to withdraw or suspend your studies. Please contact our HE Admissions Team to discuss this further.
- 40. If you suspend or withdraw from Wiltshire 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 course. After 14 days, students are liable to pay fees depending in which term they withdraw. For full information, please see the Fees Policy on our website.

41. Where a withdrawn or suspended student is in receipt of a student loan, the College will contact the Student Loans Company to advise them of your fee liability charges.
42. If you return following suspending your studies, we will deduct any fees you have paid from your suspended year study from your current year's fees.

Personal Data & Student Information

43. 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, anything that may impact upon your health or any criminal conviction or caution.
44. All personal information provided by you to the College is processed in accordance with relevant legislation including the Data Protection Act 1998.
45. 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, the Home Office, the Student Loans Company, Awarding Bodies, external teaching venues and service providers.
46. 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 current Data Protection Policy (as amended from time to time).

Changes to this Contract

47. 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:
 - (a) Comply with any changes in relevant laws and regulatory requirements.
 - (b) Implement legal advice, national guidance or good practice.
 - (c) Provide for new or improved delivery of any programme.
 - (d) Reflect market practice.
 - (e) In the College's opinion make them clearer or more favourable to the students.
 - (f) Rectify any error or mistake.
 - (g) To incorporate existing arrangements or practice.
48. 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 that shall otherwise remain in full force and existence.
49. 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

50. A written notice given under this contract may be sent by email.
51. The College may transfer its rights and obligations under the contract to another College or similar organisation and it will always notify you in writing if this happens, but this will not affect your rights or the College's obligations to the students under the contract.
52. The terms of this contract shall only be enforceable by you and the College.
53. This contract constitutes the entire agreement between you and the College in relation to its subject matter.
54. 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.
55. 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.
56. 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.