

## TERMS & CONDITIONS FOLLOWING ACCEPTANCE OF AN OFFER - HE

### Purpose of Policy/ Document

To outline the terms and conditions of acceptance of an offer to study a Higher Education course of study at Heart of Worcestershire College.

### Application of Policy (Range and Scope)

All Higher Education courses provided at Heart of Worcestershire College, including those delivered through partnership agreements.

### Particular Legal Requirements/Issues Outside of Equality, Diversity and Disability (E.D.D)

### Links with Other Policies/Documents

Fees Policy  
Data Protection Policy (GDPR)  
Equality and Diversity Policy  
HE Complaints Policy  
HE Admissions Policy

### Equality, Diversity and Disability (Disability, Equality, Duty Impact Assessment)

Has a Preliminary Equality Analysis been completed?

Yes                                      Date Completed: 10/06/2019

Is a full Impact Assessment required?

No

For Completion by the Executive:

<b>POLICY/DOC REFERENCE</b>	<b>PRO145</b>
<b>CATEGORY</b>	<b>Teaching and Learning</b>
<b>AUTHOR / ORIGINATOR</b>	<b>Admissions &amp; Advice Centre Manager</b>
<b>ISSUE DATE</b>	<b>JUNE 2019</b>
<b>REVIEW DATE</b>	<b>AUGUST 2022</b>
<b>POSTHOLDER RESPONSIBLE FOR REVIEW</b>	<b>VP- Information Systems and Student Experience</b>
<b>RATIFIED /AUTHORISED BY</b>	<b>SLT</b>

# Terms and Conditions following acceptance of an Offer (HE)

## 1. Introduction

- 1.1 The information provided in this document outlines the terms and conditions that exist between Heart of Worcestershire College ('the College') and applicants to our Higher Education courses of study.
- 1.2 When an Applicant ('applicant') accepts an offer to study a higher education course at the College, a binding contract ('the contract') is formed between the College and the applicant. This contract forms the basis of our relationship to you, the applicant.
- 1.3 This document is to be read in conjunction with other College policies and procedures. These are found on the College website ([www.howcollege.ac.uk](http://www.howcollege.ac.uk)). Please take the time to read these carefully, as they, together with this document, your offer letter, and the course documentation form the contract between you, the applicant, and the College. Please also read carefully the Course Handbook which will be given to you at the start of your course.
- 1.4 Some courses may require you to agree to the terms and conditions of a professional body. Details of these requirements will be explained to you during the course.

## 2. Offers

- 2.1 The offer made to you by the College is subject to you satisfying the conditions made known to you in the offer letter. These conditions may include a requirement to obtain or provide evidence of particular qualifications, and to satisfy all legal and other requirements to study on your chosen course. These requirements could include criminal records checks, health checks, and provision of immigration details.
- 2.2 If English is not your first language, the offer may be conditional upon your passing an English language test.
- 2.3 Applicants are required by UCAS and the College's own application procedure to disclose unspent criminal convictions. Applicants for specific courses, such as Social Work and Early Years may be required to declare spent criminal convictions in certain circumstances and will be notified of this where appropriate. Students on the latter courses may also be required to undergo a Disclosure and Barring Service (DBS) check prior to and post enrolment. Your letter of offer will inform you when such disclosure is required.
- 2.4 The offer may be conditional or unconditional. Where the offer is conditional, the offer letter will detail the conditions of offer you must fulfil in order to achieve a place of study on the course.
- 2.5 Applicants for full-time courses will receive an offer through UCAS; applicants for part-time courses will receive an offer by letter and/or email.
- 2.6 When an offer is made, and after acceptance of the offer, you have the right to change your mind and cancel your place on that course within 14 days without giving any reason. To do

so, you must inform the College in writing with a clear statement that you wish to cancel your place on the relevant course.

### **3. Changes to Offers**

- 3.1 The College will not make changes to offers unless this is necessary due to circumstances beyond the College's reasonable control (for example, changes to a regulatory requirement).
- 3.2 Where it is necessary to make changes to an offer already accepted, the College will inform the applicant immediately with an explanation. The applicant reserves the right to decline the offer if not satisfied with, or unable to accommodate, the change in offer. The College in these circumstances will assist the applicant to find a substitute course of study.

### **4. Changes to the Course before commencement of study**

- 4.1 All course information, location of courses and fee information is accurate and up to date at the time of publication (for example in the Prospectus).
- 4.2 The College is entitled to make changes to courses (including content, method of delivery, and location of study) where that is necessary for the College to deliver a high quality educational experience for students. Changes to existing courses are considered very carefully, and with the best interests of students (existing and prospective) in mind.
- 4.3 Changes to a course will be kept to the minimum necessary, and you will be notified of any such changes at the earliest opportunity. If the College makes a significant change to your chosen course of study, and you are not satisfied with these changes, you are entitled to withdraw your acceptance of the offer and transfer to another course offered at the College, providing that you are qualified for admission to that course.
- 4.4 If the College is not able to provide you with a suitable alternative course to study, you are entitled to withdraw your application by notifying the College in writing. The College will provide you with support to assist you in transferring to another provider.
- 4.5 If you withdraw as per Paragraph 4.4, and before the course begins ('first meets'), the College will refund any tuition fees you have already paid, in accordance with the College's Fees Policy.

### **5. Changes to the Course after commencement of study**

- 5.1 The College will endeavour to deliver the course in accordance with the description applied at the time of the offer.
- 5.2 The College is entitled to make changes to courses (including content, method of delivery, day and time of delivery, and location of study) where that is necessary for the College to deliver a high quality educational experience for students. Changes to existing courses are considered very carefully, and with the best interests of students (existing and prospective) in mind.

- 5.3 Where such changes are made they will be communicated to all students so they are aware of the implications affecting their study. If you do not consent to the change, the College will arrange to discuss the matter with you formally and within a reasonable period to seek to arrive at a resolution to which both parties can agree.
- 5.4 Where such a resolution is not possible, the student retains the right to withdraw from the course, and the College will seek to provide a suitable alternative course of study.
- 5.5 Where a student chooses to discontinue their study at the College as a result of such changes, the College will consider a request for refund of tuition fees as per the College Fees Policy.

## **6. Conditions of enrolment**

- 6.1 Enrolment is subject to compliance with the terms of the offer, as well as with the College policies and procedures. You are required to comply with the College the Equality and Diversity policy and other policies and procedures as detailed in your Course Handbook.
- 6.2 At the time of enrolment, you will be required to provide evidence of:
- your ability to pay tuition fees
  - your qualifications (including English language qualifications if required)
  - your identity
- 6.3 Where admission to the course is dependent on Fitness to Study or enhanced DBS disclosure of convictions, any enrolment is considered provisional until acceptable disclosure is obtained. The College reserves the right to revoke an enrolment in the case of an unacceptable disclosure.
- 6.4 Where a course continues after one year, enrolment at the start of each academic year is required.

## **7. Fees**

- 7.1 The College charges tuition fees and you have the responsibility to pay these fees. If you accept an offer to study, you agree to pay all tuition fees, and other related costs, as and when they fall due, in accordance with payment terms agreed.
- 7.2 The tuition fees quoted on the College website are for one year of study.
- 7.3 Information about the College's fees and payment terms are detailed in the Fees Policy, available on the website.
- 7.4 The College reviews its tuition fees annually and reserves the right to increase fees for academic years subsequent to the student's first year of entry to the College. Such increases will normally be in line with inflation to reflect increased costs of delivering the course. If you feel that such fee changes adversely affect you, you retain the right to terminate your enrolment.

7.5 The College's policy on refund requests and how it will pursue unpaid fees is set out in its Fees Policy.

7.6 In addition to your tuition fees, you may encounter additional expenditure on items such as: specialist materials, books, car parking, transportation or fieldwork. You can find out more about these expenses on the individual course information documents.

## **8.0 General Data Protection Regulation (GDPR)**

8.1 The college is registered with the ICO under the Data Protection Act. The college takes the privacy of data, and its responsibilities under GDPR extremely seriously. Privacy notices are available on the college website, which explain how we manage personal data, and what rights applicants and students have under GDPR. Questions and enquiries about how the college processes personal data, should be sent to [dataprotection@howcollege.ac.uk](mailto:dataprotection@howcollege.ac.uk)

8.2 The College will process your personal data in relation to your application and it will form part of your student record. By entering into a contract with the College, you are consenting to the holding and processing of this data by the College.

8.3 If you enrol upon a course at the College, your data may be used to (this is a non-exhaustive list):

- deliver the course and provide educational services to you
- administer your studies
- monitor your performance and attendance
- provide you with support
- send communications to you
- process any payments made by you to the College
- fulfil legal, personnel, administrative and management purposes

8.4 In some circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation. For example, the College has a statutory requirement to share some personal information with the Higher Education Statistics Agency (HESA), Office for Students (OfS), Student Loan Company (SLC), Quality Assurance Agency (QAA) and partner universities.

8.5 You can opt out of being contacted by the College for marketing or survey purposes, however you may still be contacted by the College for administrative purposes. For example, the College may notify you of course dates or times of classes. In addition, you may still be contacted by agents of the Office for Students with regard to their surveys on the satisfaction of students still at the College (the 'NSS Survey') or with regard to destinations (the 'DLHE survey').

8.6 Individual curriculum departments may contact you after you leave the College for the purposes of keeping in touch, and to make you aware of any events, news or information which you might be interested in.

## **9. Students with disabilities/learning difficulties**

- 9.1 The College provides directed support to higher education students with disabilities and support needs. Applicants are strongly encouraged to disclose disability and support needs on their applications so that the College can respond proactively and seek to put in place a programme of support.
- 9.2 Students of Higher Education who meet the eligibility criteria may be able to access support through the Disabled Student Allowance. The College's 'HE Hub' ([hehub@howcollege.ac.uk](mailto:hehub@howcollege.ac.uk)) can help with advice and guidance on how to apply for this funding.
- 9.3 The College HE Hub provides directed support to students on higher education courses in academic and study skills, both in the classroom and in one-to-one sessions. More general support is provided for students whose conditions or life circumstances cause them to need additional support, but who do not qualify for Disabled Student Allowance.

## **10 Complaints**

- 10.1 If you have a complaint about the College, you should consult and follow the HE and Professional Complaints Policy, available on the website. [he-complaints-procedure-2019-2022.pdf \(howcollege.ac.uk\)](#)

- 10.2 If, having followed the above policy, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

The Office of the Independent Adjudicator for Higher Education (OIA) runs an independent scheme to review our internal HE complaints and appeals processes. Heart of Worcestershire College is a member of this scheme. If you are unhappy with the outcome of a complaint or appeal you may be able to ask the OIA for a review. You may do this once all internal College processes have been completed. You can find more information about making a complaint to the OIA, what it can and can't look at and what it can do to put things right here: <https://www.oiahe.org.uk/students>

- 10.3 The College Complaints Policy may be superseded by a university or professional body's Regulations, and you should consult these as well as the College procedure.