

Capital City College Group Higher Education Student Contract

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Capital City College Group

Higher Education Student Contract

2019/20 Entrants

Introduction

1. This contract sets out the terms and conditions of study in 2019/20 on directly-funded Higher Education (HE) programmes offered by the Capital City College Group (CCCG or “the College”), incorporating Westminster Kingsway College (WKC), City and Islington College (CIC) and The College of Haringey, Enfield and North East London (CONEL).
2. The College’s HE programmes are delivered in partnership with the following Awarding Organisations:
 - Middlesex University
 - London Metropolitan University
 - Islington Music Workshop (IMW)
 - Pearson Education Ltd
3. The College is delighted to have been able to offer you a place on a 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 and also the terms and conditions of this contract and the regulations of the Awarding Organisation. You will find more details, including the regulations, in the Course Handbook and on the intranet site when you enrol.

Changes to your place or cancellation prior to enrolment

4. 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 can do this by emailing your college:

City & Islington College: HE.Admin@candi.ac.uk

CONEL: courseinfo@conel.ac.uk

Westminster Kingsway College: registryinfo@capitalccg.ac.uk

You are also able to make changes to your type of acceptance (i.e. from Insurance to Firm) by completing a Change Request form, from by emailing above. At your 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

5. You will enrol on your course in late August/early September. If you are paying your fees via a Student Finance England (SFE) loan we start to claim your fees once you are in attendance for two weeks. We will release your Maintenance Loan once we see that your enrolment is complete and you have a positive attendance mark. If you are self-funding, you may be eligible to pay your fees through an instalment plan. The first instalment is due to be paid on the day of your enrolment. Please refer to our College Fees Policy.

UCAS

6. In accepting this contract you are also accepting the terms and conditions of UCAS, which can be found at this link <https://www.ucas.com/>.

Meeting the conditions of your offer

7. 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

all results are received by the Teams as above before 31st August 2019 or prior to your enrolment date. The College may choose to defer or withdraw your offer of a place if results are not received by these dates. 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>). If you have any questions, please contact the Team as above at section 4.

8. 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

9. If you wish to postpone your start at the College you will need to contact the Team above at section 4 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

10. 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

11. Occasionally, circumstances outside of the College's control may result in the closure of a course. 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 course if you meet the selection criteria;
 - b. refer you to a comparable higher education institution that offers your choice of course; and/or
 - c. allow you to defer your application to the following year, if appropriate.
12. If you do not wish to accept a replacement course offered by the College, you are entitled to withdraw your application by notifying the College. You will be refunded for any fees you have paid or your student loan will be cancelled by the College with SFE.

Fraudulent Applications

13. 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.
14. Fraudulent applications are applications submitted with the intent of securing a place on a course by deception. This can include and is not restricted to:
 - 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; and
 - c. plagiarism of information submitted in support of your application, for example, in a personal statement.
15. Any applicant whose offer is withdrawn or whose contract is terminated for such a reason has the right to appeal against the decision, and should refer to the appeals procedure within the HE Admissions Policy.

16. Any applicant withdrawn from the admissions cycle by UCAS must appeal direct to UCAS.
17. Where it is felt that further information is required when considering applications or applications are suspected of fraud, the 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

18. The College will be entitled to terminate this contract and cancel a student's enrolment if any of the following occur:
 - a. a student fails to comply with any 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 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;
 - f. a 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;
 - g. a student is considered under the College's Fitness to Study procedure to not be fit to study; or
 - h. a 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.

Student Rules, Policies & Procedures

19. You must follow and comply at all times with every aspect of all College policies, rules and procedures that apply to Higher Education students. 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

20. 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.
21. If you have applied for a professional course such as Counselling, or a teaching qualification, you may be subject to fitness to practise or teach regulations; this will be identified within the application process.

22. All applicants are required to declare unspent criminal convictions. For professional courses (Teacher Training, Counselling) you will require an Enhanced Check with the Disclosure and Barring Service as part of their 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 module 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 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.
25. 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. This also applies if you are paying your fees with an SFE loan.

Use of Services (including temporary closure)

26. As a College student you have access to a range of services including careers services, the libraries and IT services. On occasions 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

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 the 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 subcontractor 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 but is not exclusive to war, terrorist attack, civil commotion, riot, fire, explosions, natural disasters such as earthquake, flood and adverse weather, failure of public or private telecommunications networks or power outages.

31. 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.

Complaints

32. The College has a Complaints procedure which can be used by anyone using the services of the College. The procedure sets out clearly the stages of the procedure. The Complaints policy can be found on the Capital City College Group website.

Fees and Deposits and non-payments (tuition and/or library) and additional charges

33. Tuition fees are charged each year for your course; 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, assessment of submitted work, technical and practical resources (depending on course), support and welfare provision, membership of students' union, access to IT Network, including remote network, access to learning resource centres, and other student services. Some courses will incur additional costs which are not covered by your tuition fee: This information can be found on our website.
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 course and the dates that these needs 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, then you will need to make arrangements to pay these fees yourself, please see the Fees Policy for more information which is available from the Admissions/Registry Team.
36. If you have genuine concerns about not meeting payment, please contact the Head of Registry 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:
 - Withdrawing your access to College facilities;
 - Withdrawing you from your course and terminating this contract;
 - Not allowing you to enrol onto future academic years;
 - Not paying you any bursaries or scholarships due to you; or
 - Referring 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, 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.

38. If you fail to pay library fees when they are due, the College may also impose sanctions, including:
 - Making charges for replacement of items; and
 - Preventing you from borrowing new items, or renewing old items.

Bursaries

39. A number of bursaries are available at the College for students who find themselves in financial hardship during their studies. Students can apply for each bursary independently. More information about these bursaries can be found by contacting the Learner Support team. 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

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 an appropriate point in the following academic year. If you wish to defer your studies, you will need to comply with the relevant awarding University processes or complete a Break in Studies form for Pearson Higher National Programmes.
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 making a decision whether to withdraw or suspend your studies. Please contact our Head of Registry to discuss further.
42. If you suspend or withdraw from the College you will need to pay tuition fees up to the end of 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, available via the website.
43. Where a withdrawn or suspended student is in receipt of a student loan, the College will contact the Student Loan Company to advise them your fee liability changes.
44. 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

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, it 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.
46. All personal information provided by you to the College is processed in accordance with relevant legislation, including the GDPR guidelines.
47. 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 Students (OfS), Higher Education Statistics Agency (HESA) for Graduate Outcomes survey, The Office of the Independent Adjudicator (OIA), local authorities,

Home Office, Student Loans Company, Awarding Organisations, 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 current GDPR guidelines (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, it will assist in the proper delivery of any programme or in order to:
- comply with any changes in relevant laws and regulatory requirements;
 - implement legal advice, national guidance or good practice;
 - provide for new or improved delivery of any programme;
 - reflect market practice;
 - make them clearer or more favourable to the students;
 - rectify any error or mistake; or
 - incorporate existing arrangements or practice.
50. 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.
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 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.
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.

I agree to the above terms and conditions of the above contract:

First Name: _____ Surname: _____

College ID number (if known) or Date of Birth: _____

Signed: _____ Date: _____