

**Please may we draw your attention to the Higher Education Terms and Conditions and advise you to retain a copy for future reference.**

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## Introduction

Please note: any reference to 'we', 'us' 'our' or 'the College' should be taken to mean **Nottingham College**.

These Terms and Conditions are an agreement between you and Nottingham College. These are the standard Terms and Conditions for higher education students enrolling with the College. If there is any inconsistency between these Terms and Conditions and any other document generated by (or on behalf of) the College, these Terms and Conditions shall prevail.

## Contract

When you accept an offer of a place by the College, a legal contract is formed with the College on the basis of these Terms and Conditions. This contract may be ended by the College if the relevant conditions are not met or our terms not complied with. The contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts in England and Wales.

Where the contract is made exclusively by distance communication (e.g. via email), you may cancel the contract by informing us in writing within 14 days of you accepting the offer. To cancel the contract within the cancellation period, you must inform us by contacting [he.enquiries@nottinghamcollege.ac.uk](mailto:he.enquiries@nottinghamcollege.ac.uk)

If any payment has been made under this contract before the date of cancellation, we will arrange to refund in line with our published Fees policy.

## How we use your personal information - Data Protection

Once you have entered into a contract with the College, we will process your personal data according to the Data Protection Act 1988 and General Data Protection Regulation (GDPR) 2018. We may share data with third parties, but only to fulfil our legal responsibilities as an education provider. We are required to collect and provide information to certain external agencies (such as the Office for Students and Student Loan Company).

Nottingham College is registered on the Public Register of Data Controllers (number Z700805X). At no time will your personal information be passed to organisations for marketing or sales purposes.

By accepting an offer, you consent to the College processing your data, including sensitive personal data, for the purposes of:

- administering your enrolment and participation on a course, including examinations, the issue of results and certificates and (where applicable) providing information to an employer or sponsor about your attendance and performance
- providing college services and facilities
- protecting your health, safety and welfare whilst at college (this may involve disclosing data to another third party)
- issuing and operating your student ID card
- registering you with an awarding body
- providing you with information about progression opportunities and careers information
- collecting tuition fees and other college charges
- Equal opportunities and diversity monitoring
- alumni and Student Union activities
- providing references about you
- providing information to any government body or agency and emergency services for legitimate purposes
- safety purposes (e.g. the use of CCTV monitoring in areas of the College where such use is made apparent)

The College is required to send some of the information we hold about you to the ESFA, The Office for Students through the Individualised Learner Record.

After your studies have been completed, we will retain basic registration details, results and your address, and any information relating to matters still outstanding at that time.

For further information regarding how we use your personal information please visit:

<https://www.nottinghamcollege.ac.uk/footer-links/quick-links/privacy-policy>

## Prospectus information

We make every effort to ensure that the information contained in our HE prospectus is as accurate as possible. The prospectus is produced early (normally 18 months before courses begin) to give potential students plenty of time to make an informed choice. As a result, circumstances may change or it may be necessary to amend the content of a course or any facilities or services described in the Prospectus. We cannot accept responsibility for errors or omissions in relation to the accuracy of the information contained in the prospectus.

If you have any comments about our prospectus, please contact our Corporate Marketing Team by calling 0115 9 100 100 extension or email: [PRandCommunications@nottinghamcollege.ac.uk](mailto:PRandCommunications@nottinghamcollege.ac.uk)

## Changes to courses and locations of courses

We shall take reasonable steps to advise applicants of any significant changes to a course but strongly advise that you check the details with the College before enrolling. The location of courses may change as we develop our facilities and we reserve the right to cancel a course where there are insufficient students to make it viable.

We shall inform applicants at the earliest opportunity of any significant changes to a course made between the time of the offer and enrolment, and advise on the options available in the circumstances.

If it is necessary to withdraw a course, we will contact all applicants at the earliest opportunity and where possible, offer alternative options from within the College or other providers if necessary.

We may, without notice, vary the entry requirements, content or mode of delivery of a course, to discontinue a course, or merge a course with another and amend any of the documents which constitute the contract, at any time and for any reason, including (but not restricted to) legislative or regulatory changes, our need to manage our funding costs efficiently in accordance with our charitable status and our need to constantly review course content with regard to enhancing the quality of student experience.

Once you have enrolled as a student, if a course is cancelled for reasons other than a 'Force Majeure' event (described elsewhere in this document), we shall make reasonable arrangements to provide a suitable alternative. If we are unable to do so, you will be supported in line with our published Student Protection Policy, as approved by the Office for Students (OfS).

## Admissions

Our Higher Education Admissions team manages applications to all of our university-level courses, helping applicants through the process and assisting our academic teams in the selection of students. We are committed to ensuring that our admissions process is transparent and fair, and adheres to all appropriate regulations and guidelines.

Any offer made is subject to you satisfying the academic entry requirements for the specified course, as set out in the HE prospectus or our website. By accepting an offer, you give your consent to the terms of the contract and agree to be bound by its terms. We may make changes to an offer, but will inform you immediately and issue an updated offer. Any offer made will be either 'conditional' or 'unconditional'.

For further information – please consult our **Higher Education Admissions Policy**.

- **Fraudulent/incorrect/missing information**

If we subsequently find that your application contains incorrect or fraudulent information (or is missing significant information), we may withdraw or amend our offer, or cancel your student registration.

- **Disclosure of criminal convictions and related information**

Nottingham College does not wish to deter applicants with a previous criminal record from taking advantage of the opportunities provided by higher education. In general, a criminal record should not be regarded as an obstacle to further study or employment. However, the College has a legal duty to reduce the risk of harm or injury and to ensure the safety and security of its students and staff. We need to ask all applicants if they have a 'relevant' criminal conviction (as defined by the Rehabilitation of Offenders Act 1974). You should inform us of this at enrolment.

- **What is a relevant criminal conviction?**

Relevant criminal offences include convictions, cautions, admonitions, reprimands, final warnings, bind over orders or similar involving any of the following:

- any kind of violence including (but not limited to) threatening behaviour, offences concerning an intention to harm or offences which resulted in actual bodily harm.
- offences listed in the Sex Offences Act 2003.
- the unlawful supply of controlled drugs or substances where the conviction involves commercial drug dealing or trafficking.
- offences involving theft, firearms, arson or those listed in the Terrorism Act 2006.

There are a number of offences which will normally be ignored as individual blemishes on an otherwise clear record - such as motoring offences, soft drug possession (but not drug dealing), graffiti and minor 'teenage' skirmishes.

**'Spent' convictions (as defined by the Rehabilitation of Offenders Act 1974) are not considered to be relevant and need not be disclosed.**

- **What does 'spent' mean?**

If a person does not re-offend during their rehabilitation period, their conviction becomes 'spent' (as defined by the Rehabilitation of Offenders Act 1974). Convictions that are spent are not considered to be relevant and you should not reveal them. Please note that certain offences are never spent.

- **Convictions outside the United Kingdom**

If you have been convicted of a similar offence by a court outside the United Kingdom, and that conviction would not be considered as spent under the Rehabilitation of Offenders Act 1974, you should also tick the box. If you tick the box, you will not be automatically excluded from the application process.

If you are convicted of a relevant criminal offence after you have applied, you must tell us (and any other university or college that you have applied to). Do not send details of the offence; simply tell us that you now have a relevant criminal conviction. We may then ask for further details.

For certain courses (such as teaching, healthcare, or those involving work with children or vulnerable adults), applicants will be subject to a full Disclosure and Barring Service (DBS) check. As part of the DBS application, all convictions must be declared, whether spent or unspent.

## International Students

International students are defined as being those from countries outside the European Union/European Economic Area. Nottingham College is approved by UK Visas and Immigration (formerly the United Kingdom Border Agency/UKBA) as a sponsor of international students. We are obliged to operate within the requirements of relevant UK immigration legislation and sponsor regulations. These include ensuring that:

- records of passport and visa documents exist for each international student
- contact details are maintained and updated for each student
- students meet the attendance criteria for their course
- any instances of non-compliance are reported to the UK as required by law.

As an international student, you require formal visa entry clearance from UK Visas and Immigration to enter and remain in the UK, and there are obligations which you must meet as a student at the College. All international students must demonstrate, at the point of enrolment that they have a valid immigration status to undertake the proposed course of study.

### On arrival

- you must bring with you your passport and visa documents.
- students will not be able to enrol on to a course until this has been carried out
- if you are still waiting for full documentation, you must provide evidence of progress with your visa application.
- until you provide us with your passport and visa documents, you will be enrolled on a temporary basis only
- failure to produce the required documents may result in your temporary enrolment being suspended until the required documents have been presented. This may also lead to your place at the College being cancelled and you being reported to UK Visas and Immigration.

### During your course

You must:

- re-enrol at the beginning of each academic year and arrange to pay your tuition fees
- inform the College of any changes to your personal/academic circumstances which may impact on your visa status (including any part-time employment during term-time)
- report any change of address, visa status or passport details
- ensure that your visa remains valid for the duration of your course and that you apply for any necessary extension/renewal in good time
- meet all attendance and coursework submission dates relevant to your course.

Failure to comply with these requirements may lead to your suspension from the College and ultimately, the cancellation of your place on a course, with your non-compliance being reported to UK Visas and Immigration.

If your place is terminated by the College for any reason:

- your contract with the College will terminate
- you will not be able to attend any lectures, tutorials or classes
- you must stop using any services or facilities which are normally available to students
- we will report the cancellation of your place to UK Visas and Immigration, who may take action under the relevant legislation, including cancelling your student visa
- you will no longer be sponsored by the College and you may have to seek sponsorship from another institution if you wish to remain in the United Kingdom.

## Fees Policy

Tuition fees and payment information are contained in our Fees policy. If you accept the offer of a place on a course, you agree to pay all course fees (and other related costs/expenses), as and when they become due.

As an institution, we will review our range of course fees from year to year, and will publish them on our website as soon as they have been confirmed.

If you are being sponsored by a third party (e.g. by your employer), you still remain liable for ensuring that all appropriate fees are paid to the College when due.

The fee payable for full-time HE students starting in 2018/19 will be £7,500. Students continuing on the same programme of study should contact the HE office for details of their tuition fee amount.

The fee payable for new part-time HE students will depend upon the number of credits being studied. The fee for part-time Foundation degrees in 2018/19 is £4,500. The fee for part time BA (Hons) and Higher National Certificates in 2018/19 is £3,375. Students continuing on the same programme of study should contact the HE office for details of their tuition fee amount.

Course fees and payment information are contained in our Fees policy. All HE course fees are charged in line with our published Office for Fair Access (OFFA) Agreement. Fees from 2019-20 onwards will be published in our Office for Students (OfS) Access and Participation Plan. If you accept the offer of a place, you agree to pay all course fees (and other related costs/expenses), as and when they become due. Fees become due from the date of enrolment.

As an institution, we will review our range of course fees annually, and will publish them on our website [www.nottinghamcollege.ac.uk](http://www.nottinghamcollege.ac.uk) as soon as they have been confirmed.

A direct debit instalment plan can be set up for all HE students where they are unable to provide evidence from the Student Loan Company that they will be paying the College. An application request made by the student is insufficient evidence. In addition, a deposit of £250 will be requested at the time of enrolment, refundable upon loan confirmation.

In all respective cases, outlined above, the student holds total personal liability for payment of the full course fee even when it is determined that circumstances prevail to confirm the student cannot fund their course by either loan, employer's, or sponsor's contribution; or they leave the course of their own volition.

Where a HE student wishes to pay their fees by instalment plan, payment dates of **6 November 2018** (34%), **6 February 2019** (33%) and **6 May 2019** (33%) will be arranged.

Prior to the College agreeing to an instalment plan for a student, the college reserves the right to carry out credit checks. The cost will be charged to the student and must be paid at the time of enrolment (this is non-refundable).

If you are being sponsored by a third party (e.g. by your employer), you still remain personally liable for ensuring that all appropriate fees are paid to the College when due.

**You have a statutory right to cancel your student contract within 14 calendar days of enrolment. The College has this policy in place to support your statutory right to cancel your registration within a 'cooling off' period.**

## Higher Education Withdrawals

In the event of withdrawal, you will be liable for course fees from the date of your enrolment.

If you are a Home or EU student and you decide to withdraw, you will be liable for course fees as shown below, depending on the date that you inform the College – in writing – of your decision. Non-attendance of timetabled sessions does not constitute withdrawal. To officially withdraw from your course - email or write to your course leader, explaining the reason for your withdrawal.

No fees will be charged if you withdraw within 14 calendar days from the **date of enrolment**.

**The College charges course fees for withdrawing HE students as follows:**

<b>Period</b>	<b>Amount of fee due to pay</b>
from the date of enrolment until the end of the 14 calendar day 'cooling-off' period	<b>No fee due</b>
from the day following the 14 calendar day 'cooling-off' period until the end of the academic year	<b>Full fee due</b>

Expiry of the 'cooling-off' period will be calculated for each student based on their specific date of enrolment. For clarity, the day you enter into the contract (by enrolling) is discounted and 'Day 1' of the cooling-off period is the following day.

Potential students are advised that the College actively pursues all outstanding accounts and in certain cases, may decide to use the services of an external debt collection agency.

HE Students with outstanding fees will not be permitted to progress to the next stage of their course. Students in the final year of their course with outstanding fees or charges will not be permitted to graduate, will not receive their certificate, and no academic transcript will be issued until all outstanding debts have been cleared

For the avoidance of doubt, terminating study with the College (for whatever reason) does not exempt or release you from your obligation to pay any fees due.

## Financial support, bursaries and scholarships

As a student of the College, you may be entitled to receive financial support through a bursary, scholarship or other scheme. In the event that you are eligible for any such financial support, you agree to abide by the Terms and Conditions relating to that specific initiative.

## Your obligations as a student

Under these Terms and Conditions, you are required to:

- attend lectures, tutorials, workshops, examinations and other activities forming part of the course (apart from absence for genuine medical reasons or other special circumstances)
- submit coursework and other assignments as required for the course
- undertake adequate preparation for any activity which you are required to undertake outside the College, conducting yourself in an appropriate manner at all times
- provide the College with an emergency contact name and details which may be used by the College at its discretion
- comply with any professional standards, if applicable, relating to the course
- behave in an appropriate manner whilst on college premises
- carry your College ID card and lanyard with you at all times whilst on college premises or engaged in college activities and present it to authorised college staff if requested to do so
- comply with any reasonable instructions issued to you by (or on behalf of) the College
- notify the College if any of your enrolment information changes (such as your address or telephone contacts)
- note that if you fail to progress to an extent where you are judged unable to succeed or complete the course, or if you fail to respond adequately to our efforts to seek your re-engagement with the course, the College shall have the right to terminate your registration.

## Withdrawals

You must notify the College promptly if you choose to withdraw from your course. This must be made in writing (either by letter or email). Upon withdrawing, you must:

- cease to attend lectures or classes
- cease to use college services and facilities which are available to students only
- return any items or materials which are the property of the College (including your ID card) and
- pay (or arrange to pay) any outstanding sums still owed to the College as outlined in our Fees Policy.

As part of the withdrawal process, the College is obliged to notify the Student Loans Company of your withdrawal.

## **Student Disciplinary Code**

As a condition of accepting an offer, you are required to abide by all relevant codes, rules and regulations of the College in existence during the course (as amended from time to time) which relate to student activities at the College, or which may apply to you and your particular course option. These may include:

- College Academic Regulations
- Student Code of Behaviour
- Fees Policy
- College Equal Opportunities Policy
- Complaints Procedure
- Relevant Health and Safety regulations
- College Computer Use regulations
- All course handbooks, codes, rules and regulations of any relevant organisation or institution, if required as part of the course

If your studies are terminated as a result of disciplinary action in accordance with college procedures, these Terms and Conditions shall end automatically without the need for any further notice in writing, unless the College agrees otherwise.

If you are expelled or dismissed from any institution or organisation other than the College which you are required to attend or be a member of as part of the course, the College shall be entitled to end these Terms and Conditions immediately by written notice to you.

For the avoidance of doubt, terminating study with the College (for whatever reason) does not exempt or release you from your obligation to pay any fees due.

## **Property, facilities and services**

The College will make available to you such learning support facilities and services as it considers appropriate for the course, within the constraints imposed by its financial and estate resources. We reserve the right to make reasonable variations from time to time, where necessary, due to financial constraints or any other reason.

We will take all reasonable care to ensure your safety whilst on-campus. We cannot accept responsibility or liability for loss or damage to your personal property (including computer equipment/software), including any financial or other consequential loss arising from: theft, fire, flood, computer virus or any cause related to the College's own computer facilities, or any other cause, except where the loss or damage is caused by our negligence. It is recommended that you insure your personal property against the risk of loss and/or damage.

We shall not be held responsible for any injury to a student, financial or other loss/damage resulting from an injury, or damage to property, caused by another student, or by anyone who is not an employee or authorised agent of the College.

### **Intellectual Property (IP)**

Students generating Intellectual Property (IP) during the course of their academic studies own that IP in their own right except where:

- a specific agreement has been made between the student and the College to the contrary (e.g. the student has used college facilities or resources through an agreement with the College that it shall own all or part of the resulting IP)
- the student generates IP resulting from collaboration or work with an employee of the College working in the course of their employment.

## Complaints

Once you have enrolled as a student, we have a dedicated HE Complaints Policy. This gives students, employers and other stakeholders the means to bring matters of concern to the attention of the College, and enables investigation of those concerns with the aim of a satisfactory resolution. This process provides welcome feedback to help improve services for students in partnership with the College.

Should you require more in-depth information on the procedure, please contact our Contact Centre on **0115 9 100 100**.

We have tried to make our complaints process easy to understand and use. You can find the HE complaints procedure on the following link: <https://www.nottinghamcollege.ac.uk/footer-links/quick-links/complaints-procedure>

## Academic Appeals

Where a student considers that they have been disadvantaged as the result of an assessment decision, they can challenge the assessment result. Students will be informed at induction of their rights of appeal and the procedure.

Appeals can only be made on the following grounds:

- There has been a mistake or irregularity in the conduct of the examination or assessment, which may have affected the outcome
- There has been a material administrative error.

Circumstances such as oversleeping, financial problems, holidays, computing difficulties and availability of learning resources are not normally recognised as being beyond the student's reasonable control.

- **Appeals following the HE Examination Board**

Appeals against a decision of the HE Examination Board must be made in writing to the Head of Faculty within 10 working days of receiving the formal notification from the Board.

- **Referring an academic appeal to the validating university**

Nottingham College is a collaborative partner of various Higher Education Institutions (HEIs) (see Course Leader for individual HEIs) that have been awarded Validation Centre status and have their own procedures for dealing with Academic Appeals as detailed above.

Students do not have the right to approach the HEI until all local procedures have been exhausted. **The University's role in reviewing any Appeal application is to ensure that the Centre has followed its own procedures correctly.**

## Events outside of our control ('Force Majeure')

We will take all reasonable steps to provide your course and related services. However, Nottingham College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision relating to any course arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God or of public enemies, terrorism, epidemics or pandemics, national emergency, war or invasion, riots or civil insurrection, telecommunications failure, interruption of public utility services, interference from any local, national or international government agency/official, or industrial disputes (including those by its own employees).

## Governing Law and Jurisdiction

The contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales and is subject to exclusive jurisdiction by courts in England and Wales.

If the College is found liable to you for any breach by us of these Terms and Conditions or for any other act or omission of the College or its employees or agents, the liability of the College shall be limited to the fees actually paid by you except that nothing in these Terms and Conditions shall operate to exclude the College's liability for death or personal injury caused by the College's negligence, or for fraudulent misrepresentations.

These terms and conditions set out your rights and responsibilities and those of the College. They form part of the legal contract between a student and the College.

It's important to know what's in this contract in case something goes wrong, or you are agreeing to something without realising what it means.

You will be advised of any future changes to these Terms and Conditions.

You can view the current Terms and Conditions online at the College's website:

[www.nottinghamcollege.ac.uk](http://www.nottinghamcollege.ac.uk)

If you have any questions – please contact the Higher Education Office by calling **0115 838 0541** or by email to [he.enquiries@nottinghamcollege.ac.uk](mailto:he.enquiries@nottinghamcollege.ac.uk)