

Higher Education Terms and Conditions 2019/20

Achieving sustainable economic and social impact through high quality responsive education and training, we are;

- Partnered by employers;
- Defined by our communities;
- Enriched by our staff;
- Inspired by individual success.

1. Introduction

1.1. These terms and conditions represent an agreement between Hertford Regional College ("the College") and you, a prospective student. By accepting the College's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, along with:

(i) your offer letter from the College ("Offer");

(ii) the College's rules, regulations, policies and procedures located on the College website (as amended from time to time);

1.2. The College works with partner universities including the University of Hertfordshire and the University of Greenwich and with the awarding organisation Pearson. By agreeing to these terms and conditions you are agreeing with the terms and conditions held jointly between the three institutions and the College and the awarding organisations.

1.3. All students are expected to respect the rights of others and take responsibility for their own actions. Students' responsibilities are to conform to academic rules and regulations and comply with acceptable standards of behaviour. Where there are instances of noncompliance, disciplinary action may be taken. The College's Learner Disciplinary Policy can be found on the College website. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.

1.4. If you do not enrol within 14 days of the start of the term in which your programme begins the College reserves the right to refuse to enrol you and withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

2. Applications

- 2.1. All applicants have a responsibility to ensure the information submitted on their application to the College is accurate and up-to date. The decision to offer a place is based on the information contained in the application.
- 2.2. Where it is discovered that an applicant has submitted incorrect or inaccurate information as part of their application the College will investigate further and reserves the right to withdraw the offer of admission, or terminate your enrolment at the College, according to the circumstances, without liability to you. The College also reserves the right to refer cases for further investigation (where applicable), for example for UCAS applications to the UCAS Verification Team.
- 2.3. The Offer the College makes to you will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. The College may set minimum entry requirements for levels of attainment at GCSE or equivalent, particularly in English Language and/or mathematics. This information will be clearly stated within entry requirements for specific programmes.
- 2.4. If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you (e.g. enrolment), the College reserves the right to withdraw your Offer.
- 2.5. You will be required, at the request of the College, to provide satisfactory evidence of your qualifications (including English language or mathematics qualifications if required) before admission or upon enrolment. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your Offer or enrolment as a student of the College and the termination of the Contract.

3. Immigration

- 3.1. The College does not hold a Sponsor License and therefore does not admit International Students. Details can be found in the Fees and Charges policy within the College website.

4. Conditions of Enrolment and Registration

- 4.1 Your enrolment and admission to the College, attendance on a programme, and right to enjoy any of the privileges of membership of the College, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the College.
- 4.2 All student details are shared with the required government funding councils and departments, partner universities or awarding organisations as appropriate.

5. Deposits

- 5.1. Your Offer will highlight if you are required to pay a deposit to secure a place on your programme (in addition to meeting any conditions). If you do not pay the deposit monies in accordance with the payment terms advised in your Offer, your application shall normally be withdrawn without further notice. It is therefore essential that you have funding for your deposit in place before you apply to the College.
- 5.2. Deposits are non-refundable unless you cancel the Contract in accordance with Clause 7 and Clause 8.

6. Tuition Fees and Other Charges

- 6.1. The programme fees for your programme and information in relation to how to pay for your programme can be found at www.hrc.ac.uk and in your Offer information. You may be eligible for a student loan for your programme. Information about how and when to apply for student finance can be found at <https://www.gov.uk/student-finance>. The College can help with the completion of loan applications to Student Finance England. All responsibility for the initial application, the progress of the application and approval of the loan remains with the student. Until such a time as funding from a student loan is confirmed you are personally liable for the payment of your tuition fees for your programme as per the colleges Fee Policy.
- 6.2. If you accept an Offer, you agree to pay all programme fees (and other related costs as applicable, as per clause 6.8), as and when they fall due, in accordance with the

payment terms agreed by you and us. If you fail to pay your programme fees, as and when they fall due, the College reserve the right to withdraw you from your programme.

- 6.3. You will not be deemed to have completed enrolment until the College has received payment of your tuition fees, either in full or the first instalment, or satisfactory evidence has been produced that such fees will be paid by a sponsoring authority or scholarship, including Student Finance England. Without this confirmation, students will be expected to pay directly at enrolment or will not be enrolled on to the course. You will be personally liable to pay your tuition fees if a sponsoring authority fails to do so.
- 6.4. In the event that your programme fees have not been paid in full by their due date, the College shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract.
- 6.5. The College may pursue legal proceedings in relation to non-payment of programme fees.
- 6.6. All students accept responsibility for payment in full of course fees and examination / registration fees by signing a College Enrolment Form. Fees paid in advance shall generally not be refundable and outstanding fees may remain payable. The circumstances where refunds / credits may be made may be found in the College Fees and Charges Policy, on the College website.
- 6.7. If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact the HRC Finance Team.
- 6.8. In addition to your tuition fees, you may incur additional expenditure during your time at the College, depending upon your chosen programme.

7. Cancellation Rights

- 7.1. Once you have accepted an Offer, you have a legal right to cancel the Contract at any time within 14 days of you accepting your Offer.

7.2. In order to cancel the Contract in accordance with Clause 7.1, you must notify the College (in writing) within the timescales referred to in Clause 7.1 and you may give the College notice of cancellation.

7.3. Where a learner advises their withdrawal in writing to the Higher Education team - 14 days or more before the commencement of the course a full refund less the administration fee and less any awarding organisation charges incurred. Details can be found Fees and Charges Policy on the College website.

8. Changes to your Programme

8.1. Students are protected against programme changes and closures in the HE Programme Changes and Closure Policy found on the College website.

8.2. The Policy includes details on the unlikely event of a:

- Withdrawal of a programme prior to registration;
- Programme change between the College website/prospectus and enrolment;
- Programme change after enrolment;
- Withdrawal of a programme after enrolment.

9. Educational Provision

9.1. The College will:-

9.1.1. deliver your Programme with reasonable care and skill;

9.1.2. Clearly explain the academic requirements of your programme to you.

9.2. You must use all efforts to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the College.

10. Complaints Procedure

- 10.1. If you have a complaint about the College, you should follow the College's Complaints, Comments and Compliments Procedure which can be found on the College website. This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.
- 10.2. If the complaint cannot be resolved to the satisfaction of the student they may apply for a review of their case to the relevant University or awarding organisation by contacting the relevant Assistant Registrar. If, after consideration of the case by the partner University the complainant continues to be dissatisfied, they can make a formal complaint to the Office of the Independent Adjudicator for Higher Education (OIAHE). For more information go to: <http://www.oiahe.org.uk>

11. Liability

- 11.1. Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's premises, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 11.2. The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
- 11.3. The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.
- 11.4. Nothing in these terms and conditions shall limit the College's liability to you for fraud or wilful default or for death or personal injury caused by the College's negligence.

Subject to the foregoing sentence, the College shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

12. Termination

12.1. The College reserves the right to terminate the Contract and exclude you from the College:

12.1.1. If, in accordance with the College's Academic Regulations or respective Partner University's Academic Regulations (as appropriate), the Board of Examiners determines that you have failed your programme. You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance;

12.1.2. For non-enrolment, for non-payment of tuition-related debt, or for inadequate attendance or academic performance on your programme, in line with the information contained in your course handbook and with the relevant College and/or Partner University policies and procedures. Details of the College's policies and procedures can be found on the College website.

12.1.3. If you are considered to have breached the College's Disciplinary Policy, which can be found on the College website.

12.1.4. If you fail to disclose relevant information to the College or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course.

12.2. If you have been withdrawn from the College, you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award that is offered by the College.

12.2.1. If you have been withdrawn from the College in accordance with clause 12.1 you will personally be liable for any outstanding tuition fees owed to the in accordance with the Fees and Refund Policy which can be found on the College website.

13. Data Protection

13.1. The College holds information about all applicants to the College and all students at the College. The College uses the information provided by applicants and/or students (including information from application forms):-

13.1.1. to administer applications; and

13.1.2. to compile statistics about applicants and/or students that may be published or passed to third parties for legal and operational purposes. This may include: government bodies, Office for Students and Higher Education Statistics Agency (HESA) or equivalent bodies such as the Home Office, Student Loans Company, and Partner Universities.

13.2. If your application is successful the College will also use the information:-

13.2.1. to deliver your programme and provide educational services to you, to administer your studies, to provide you with College facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;

13.2.2. to send communications to you;

13.2.3. to process any payments made by you to the College;

13.2.4. for credit scoring, credit assessment, debt tracing or fraud and money laundering prevention and the College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations or solicitors as appropriate;

13.2.5. for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 1998 and the College's Privacy Policy) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law; and

13.2.6. for other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni Programme).

- 13.3. In certain 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, and to protect the College's rights, property, or safety of our employees, students or others.
- 13.4. The College will only process your personal data in accordance with (i) the specific purposes notified to you above; (ii) the College's Data Protection Policy (as amended from time to time); and/or (iii) otherwise as permitted by the Data Protection Act 1998.
- 13.5. By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 13. You should refer to the College's data protection policies for more information, which are accessible via the college website.

14. Intellectual Property

- 14.1 You shall own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments.

15. General

- 15.1. The terms of the Contract shall only be enforceable by you and the College.
- 15.2. The Contract constitutes the entire agreement between you and the College in relation to its subject matter.
- 15.3. 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.
- 15.4. 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.

15.5. The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the 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.

The signature below acknowledges that you as an applicant to the College have had access to, and are in full agreement with the HE Terms and Conditions 2019-2020.

To: Higher Education

Hertford Regional College
London Road
Ware
SG12 9JF

Signature of Student _____

Date