

# Kirklees College Higher Education Terms and Conditions Academic Year 2022-23

## INTRODUCTION

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Thank you for choosing to apply for a place on one of our Higher Education courses. It is our policy to ensure that all applicants are aware of the Terms and Conditions of accepting a place on one of our courses.

Accepting a place on a course has cost implications and creates financial commitments. It is important that applicants understand:

- the implications of accepting a place on a programme;
- key Terms and Conditions;
- how to cancel your place on a programme.

These Terms and Conditions are an agreement between you and Kirklees College. Please ensure you read this document carefully, if you have any queries or questions relating to any aspect of this document please contact [HigherEducation@kirkleescollege.ac.uk](mailto:HigherEducation@kirkleescollege.ac.uk).

- 1.1 Your formal acceptance of the offer of a place forms a contract between you and Kirklees College, and is subject to your acceptance of the terms and conditions set out below. Kirklees College will provide confirmation of the contract using a durable medium, i.e. by email or a letter personally addressed to the student concerned, within a reasonable time after the contract has been entered into, and this will include all pre-contract information unless such information has already been provided to the student in a durable medium.
- 1.2 The Terms and Conditions apply to all Kirklees College Higher Education students irrespective of the mode and place of their study. In the event of any inconsistency, the terms and conditions take precedence over any other advice or information offered by a member of Kirklees College staff or its publications. The terms and conditions may be varied by Kirklees College from time to time both before and after enrolment at Kirklees College. Such changes will normally be made in response to legal requirements, national guidance or policy, the reflection of market conditions in respect of programmes, the ongoing development of programmes and the improvement of Kirklees College's services.
- 1.3 Your offer of a place, along with an invitation to enrol, is made on the basis that the information supplied in your application is true and complete, and that you hold the qualifications that you claim you hold. You may be asked at enrolment stage to produce satisfactory evidence of your previous qualifications, the College reserves the right to accept original documents only. If you are found, at any stage, to have misrepresented your circumstance the offer and subsequent enrolment will be deemed null and void.
- 1.4 Your place on the programme will be subject to you meeting the conditions identified in the offer letter sent to you. These conditions may require particular qualifications and/or legal requirements (e.g. DBS checks).
- 1.5 An offer for deferred entry to Kirklees College will be subject to the terms and conditions in force at the time of the deferred entry. An offer for deferred entry will not guarantee that the programme will run in the academic year requested.
- 1.6 You may cancel this contract by informing us in writing within 14 days of enrolment. To cancel the contract within the cancellation period, you must complete the cancellation form at the end of this document and send to [HigherEducation@kirkleescollege.ac.uk](mailto:HigherEducation@kirkleescollege.ac.uk).

## YOUR OBLIGATIONS AS A STUDENT

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- 2.1 Enrolling on a programme does not automatically guarantee success, but it is a first step to successful completion and graduation. You are required to enrol, and re-enrol each year, as a condition of your contract with Kirklees College. The process of studying for an award is a partnership between the student and the College, and this will include study above and beyond the contact hours defined on the timetable. As an example, a 20 credit module will require approximately 200 hours of total study time.
- 2.2 Under these Terms and Conditions, you are required to:
- attend lectures, tutorials, workshops, examinations and other activities forming part of the programme (apart from absence for genuine medical reasons or other special circumstances);
  - submit coursework and other assignments as required for the programme;
  - undertake adequate preparation for any activity which you are required to undertake outside the College, conducting yourself in an appropriate manner at all times;
  - comply with any professional standards, if applicable, relating to the course;
  - behave in an appropriate manner whilst on college premises;
  - wear your student ID card and lanyard at all times whilst on college premises or engaged in college activities and present it to authorised college staff if requested to do so.
- 2.3 You are required to abide by all relevant codes, rules and regulations of the College in existence during the programme (as amended from time to time) which relate to student activities at the College, or which may apply to you and your particular programme. These may include:
- Academic Regulations;
  - Student Code of Behaviour & Positive Behaviour Policy;
  - Fees Policy;
  - Equality & Diversity Policy;
  - Complaints Procedure;
  - Relevant Health and Safety regulations; • Acceptable Use of IT Policy.
  - Cancellation Policy
- 2.4 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 only available to students;
  - return any items or materials which are the property of the College (including your ID card);
  - pay (or arrange to pay) any outstanding sums still owed to the College.
- As part of the withdrawal process, the College is obliged to notify the Student Loans Company of your withdrawal.***

## MODIFICATIONS TO PROGRAMMES

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- 3.1 Kirklees College makes all reasonable efforts to deliver the programmes of study described in all publications, however, the College may in some circumstances be required to:
- Make reasonable variations to the content and/or syllabus of programmes of study;
  - Alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
  - Combine some elements of programmes of study;
  - Make reasonable changes to its policies and procedures; • Suspend, discontinue or not provide programmes of study.
- 3.2 Kirklees College will take reasonable steps to advise applicants of any significant changes to a programme. The location of programmes may change as we develop our facilities and we reserve the right to cancel a programme 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.

## FEES

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- 4.1 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. The College reserves the right to withdraw students if **any** fee payment has not been received 7 days following the second payment instalment from Student Finance England.
- 4.2 As an institution, we will review our range of course fees annually, 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.
- 4.3 In the event of your withdrawal, you will be liable for tuition fees in line with the profile of Student Loan Company payments. If withdrawing in the first term 25% of fees will be payable, in the second term 50% and in the final term 100% of fees will be due. Any awarding body registration fees paid by the College will also be repayable in the event of your withdrawal.
- 4.4 Where a student has only attended 2 sessions they will not be charged for time attended.
- 4.5 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.
- 4.6 HE Students with any outstanding fees will not be permitted to progress to the next stage of their programme. Students in the final year of their course with any 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.
- 4.7 Resit fees will be charged by the College. Individual module restudy (trailing module) will be charged at £100 per 5 credits. Full-year restudy will be charged at the current annual fee rate.

## INTELLECTUAL PROPERTY

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- 5.1 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.

## DATA PROTECTION

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- 6.1 Once you have entered into a contract with the College, we will process your personal data according to the General Data Protection Regulations (2018). We may share data with third parties, but only to fulfil our statutory responsibilities. We are required to collect and provide information to certain external agencies (such as the Higher Education Funding Council for England and the Student Loan Company). Kirklees College is registered on the Public Register of Data Controllers (number Z7459653).
- 6.2 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;
- collecting tuition fees and other college charges;
- Equal opportunities and diversity monitoring;
- alumni 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).

6.3 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.

## **IF THINGS GO WRONG**

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7.1 Kirklees College aims to provide high quality services to students. Unfortunately things occasionally go wrong. Whatever your complaint you can expect it to be dealt with promptly and fairly in line with our published Complaints Procedure. 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.

7.2 Kirklees College is a collaborative partner of with a number of Higher Education Institutions (HEIs) (please refer to your individual programme of study for any particular validation information) and have their own procedures. Students do not have the right to approach the HEI until local procedures have been exhausted.

7.3 When the all procedures for dealing with complaints and appeals have been exhausted, we will issue a Completion of Procedures letter. If you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education. This is an independent body set up under the Higher Education Act 2004 to review individual complaints by students against universities and colleges in England and Wales. Complaints to the Independent Adjudicator must be made within 12 months of receiving the Completion of Procedures letter. However, the following lie outside the Adjudicator's terms of reference:

- student admissions;
- decisions based on academic judgment;
- where matters are the subject of legal proceedings (except where "stayed" or adjourned);
- student employment;
- cases previously dealt with by the Adjudicator.

Further details are available from [www.oiahe.org.uk](http://www.oiahe.org.uk).

## **FORCE MAJEURE**

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Kirklees College will take all reasonable steps to provide your programme and related services. However, Kirklees 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 programme arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God, terrorism, interruption of public utility services or industrial disputes (including those by its own employees).