

South Gloucestershire and Stroud College Higher Education Terms and Conditions of Admission

1. INTRODUCTION

- 1.1 The terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (as amended from time to time); (ii) your offer letter from the South Gloucestershire and Stroud College (also known as the College) ("**Offer**"); and (iii) the online prospectus as at the date of the Offer, form the contract between you and the College in relation to your studies at the College (the "**Contract**") as at the point at which you accept your Offer.
- 1.2 If you have any questions or concerns about these terms and conditions or the Contract, please contact HE Admissions, South Gloucestershire and Stroud College, Filton Avenue, Filton, Bristol BS34 7AT (Tel: 0117 931 2121 or email: highereducation@sgscol.ac.uk).
- 1.3 You reaffirm your acceptance of these terms and conditions (and the terms of the Contract) when you enrol annually.
- 1.4 By accepting an Offer, you agree to comply with, and be bound by, the Contract including the following regulations, policies and procedures (as amended from time to time and as applicable to you) should you become an enrolled student:
- 1.4.1 [The College's Admissions Policy and Procedures \(including those relating to Disclosure and Barring Service\)](#)
 - 1.4.2 [The University of Gloucestershire's academic regulations for Taught provision](#)
 - 1.4.3 [Library and ICT policies](#)
 - 1.4.4 [Tuition Fee Policy](#)
 - 1.4.5 [The student Higher Education & Professional Student Code of Conduct and the expectations described within](#)
 - 1.4.6 [Enabling Positive Behaviour – Learner Disciplinary Policy and Procedure.](#)
 - 1.4.7 [Fitness to Practice Procedures](#)
 - 1.4.8 [Academic Appeal Procedures](#)
 - 1.4.9 [Data Consent Notice](#)
- 1.5 Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.
- 1.6 If you do not enrol within 14 days of the start of the term that 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.
- 1.7 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the College', we may take disciplinary action against you, under the [Enabling Positive Behaviour – Learner Disciplinary Policy and Procedure](#). 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.
- 1.8 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from

the Contract between yourself and the College without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

- 1.9 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable), these terms and conditions shall take precedence.

2. APPLICATIONS

- 2.1 It is your responsibility to ensure that all of the information you provide to the College and/or the Home Office is true and accurate.
- 2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw or amend your Offer, or terminate your registration at the College, according to the circumstances, without liability to you.
- 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.
- 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, 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 qualifications if required) before admission. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the College and the termination of the Contract. You will not be entitled to a refund of any paid deposit in accordance with the College's Fee Policy.

3. IMMIGRATION

- 3.1 If you are resident outside the European Union, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the College reserves the right to withdraw you from your programme (without liability to you).
- 3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the College.
- 3.3 The College is required to withdraw sponsorship of your Tier 4 visa if you do not comply with Home Office rules, including but not limited to:
- 3.3.1 your overall attendance is not deemed to be acceptable;
 - 3.3.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 3.3.3 you successfully complete your programme of study in a shorter period than originally planned.
- 3.4 If you choose to withdraw from your studies or if your registration is terminated by the College, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 3.5 If your visa is revoked for any reason, the College will terminate your registration on your programme and terminate the Contract with you and you will not be entitled to a refund of any deposit or programme fees already paid in accordance with the College's Fee Policy.

3.6 On occasion, the College will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the College contacting the Home Office on your behalf and the Home Office releasing such information to the College.

4. **CONDITIONS OF ADMISSION**

4.1 Your 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 registering with the College.

4.2 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.

4.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the College's Enabling Positive Behaviour – Learner Disciplinary Policy and Procedure.

4.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must notify the College via highereducation@sgscol.ac.uk prior to enrolment so that the College can consider whether such convictions are compatible with membership of the College and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by HE Admissions.

4.5 If you commit an offence whilst you are an enrolled student, this will need to be declared to highereducation@sgscol.ac.uk as it may affect your place at the College.

5. **FEES AND PAYMENT**

5.1 By accepting an Offer you are confirming that you accept your responsibility to ensure your programme fees are paid in accordance with the published Fee Policy. You also agree to be bound by the College's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time. These are set out in the Fee Policy.

5.2 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 (without incurring any liability to you).

5.3 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), specialist materials, supplementary instrumental tuition, visit fees, examination retake fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees, application fees, annual continuation fees and fines charged to the student in accordance with the Higher Education & Professional Student Code of Conduct; although some assistance from the College's funds may be available to meet such expenditure, you shall have primary responsibility for payment.

5.4 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the College.

5.5 The College may pursue legal proceedings against you if you are in debt to the College. In addition, if you are in debt to the College (whether for tuition or other fees) you will be recorded as a debtor of the College in any references requested from the College.

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 HE Team at 0117 9092376 or highereducation@sgscol.ac.uk.

6. DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES

6.1 The College will use reasonable endeavours to deliver programmes in accordance with the descriptions set out in the Contract. However:

6.1.1 due to the period between prospectus publication and registration, circumstances may change due to factors beyond the College's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at the College, the College shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the College for programme fees (even if the cancellation period referenced below as expired) or transfer to such other programme (if any) as may be offered by the College for which you are qualified;

6.1.2 if there are not sufficient enrolments to make a programme or module viable, the College may be forced to cancel the programme or module. If you have received an Offer for a programme which the College discontinues prior to you registering at the College, the College will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the College or if the College is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for programme fees (even if the cancellation referenced below has expired);

6.1.3 following suitable consultation with students, the College reserves the right to vary minor elements of your programme from that described in the Contract in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are proposing to make a significant change to your programme (such as (without limitation) the removal of a module), we will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module.

6.2 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 6, the College will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

7. LIABILITY

7.1 Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campuses. The College does not accept responsibility, and expressly excludes liability for damage to students' property or intellectual property, other than through the negligence of the College, its staff or agents. You are advised to insure your property against theft and other risks.

7.2 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.

7.3 Except as set out in these terms and conditions, the College shall not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

7.3.1 indirect or consequential losses;

7.3.2 loss of income or revenue;

7.3.3 loss of business;

7.3.4 loss of anticipated savings; or

7.3.5 loss or corruption of data.

7.4 If an act, event or omission beyond the reasonable control of the College (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible for the College to provide relevant education services, then the College is under no obligation to provide such services, however, reasonable steps will be taken to minimise the disruption to those services.

8. CANCELLATION AND REFUND POLICY

8.1 The Contract between you and the College will commence from the date on which you accept your Offer. You have the right to cancel this contract within 14 days without giving any reason, although in order to assist the College with future planning we may ask why you chose to end the contract.

8.2 The cancellation period and your right to cancel the Contract without liability will expire after 14 days from the day that you accepted your Offer.

8.3 To exercise your right to cancel, you may inform HE Admissions, South Gloucestershire and Stroud College, Filton Avenue, Filton, Bristol BS34 7AT (Tel: 0117 931 2121 or email: highereducation@sgscol.ac.uk) of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the programme for which you accepted an offer. You may also give the College notice of your cancellation by completing the cancellation form at Schedule 1 and sending it to the College at HE Admissions, South Gloucestershire and Stroud College, Filton Avenue, Filton, Bristol BS34 7AT or email: highereducation@sgscol.ac.uk.

8.4 Subject to Clause 8.5, if you cancel your Contract in accordance with this Clause 7, the College will reimburse to you all payments received from you. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

8.5 If you began your programme during the cancellation period and you cancel during the cancellation period, you shall pay us an amount which is in proportion to what the services which have been performed as at the point you communicated your cancellation to the College, in comparison with the programme fees due over the course of the contract.

8.6 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To withdraw from your programme following expiry of the cancellation period (including after enrolment) you must follow the published [Withdrawal Procedures](#).

8.7 If you cancel your contract following expiry of the cancellation period, the College's [Fee Policy](#) describes the refund entitlements which you may be entitled to.

9. INTELLECTUAL PROPERTY

9.1 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. Except when there is collaboration between students and staff or between students and their peers in which case there would be shared ownership of any intellectual property rights. Where intellectual property is generated through commissioning by the College or for the express purposes of commercialisation or during scheduled workplace projects the intellectual property belongs in its entirety to the College or SGS Commercial Services Ltd.

- 9.2 Should learners wish to commercialise intellectual property owned by them. They will offer first refusal
1. To acquire, on fair and reasonable terms, ownership of the material element of any artistic work.
 2. The College reserves the right to reproduce, without fee, works for educational and promotional use; or, to borrow, for a reasonable period of time, the material element of any works produced by students. .

10. **TERMINATION OF CONTRACT**

10.1 Your rights and obligations under the Contract will end automatically, subject to your rights of internal appeal and your obligation to pay fees, if your studies with the College are terminated because:

10.1.1 A request from the College for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the College;

10.1.2 You have failed to enrol with the College and/or pay outstanding fees in accordance with the College's Fee Policy;

10.1.3 The College has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures;

10.1.4 Action has been taken against you in accordance with the College's Enabling Positive Behaviour – Learner Disciplinary Policy and Procedure.

or

10.1.5 Action has been taken against you following the decision of a Board of Examiners.

10.2 In addition, the College may end the Contract by written notice to you in the following circumstances:

10.2.1 If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme;

10.2.2 If the College becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme; or

10.2.3 If, in the reasonable opinion of the College, you have failed to provide the College with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

11. **REQUIREMENTS ON TERMINATION OF THIS CONTRACT**

11.1 If at any time the Contract terminates:

11.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled); and

11.1.2 You shall be required to stop studying on your programme and to leave the College immediately (if, at the date of termination, you have enrolled);

11.1.3 You must return to your Student Identification Card issued to you on enrolment, together with all property owned by the College; and

11.1.4 You must pay all outstanding fees, charges and debts immediately.

11.2 Any action taken by the College under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The College will not be liable for any loss or damage which you may suffer as a result.

12. DATA PROTECTION

12.1 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):

12.1.1 to administer applications and to compile statistics that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). If your application is successful the College will also use the information to administer your studies, to provide you with the College's facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and surveys, and to identify ways to enhance learning, teaching, assessment and the broader student experience;

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

12.1.3 if the College is 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 the safety of our employees, students, or others;

12.1.4 for legal, personnel, administrative and management purposes and including the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) 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;

12.1.5 to send communications to you, including without limitation, information relating to funding or sponsorship opportunities and information relating to The College's services and products;

12.1.6 to deliver your programme and provide educational services to you; and

12.1.7 to process any payments made by you to the College.

12.2 The College will only process your personal data in accordance with the specific purposes notified to you above and in accordance with the College's Data Protection Policy and otherwise as permitted by the Data Protection Act 1998.

12.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12. You should refer to the College's Data Protection Policy and Data Consent Notice for more information.

13. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT

13.1 The College normally sends communications via email to the student's College email account. Hardcopy correspondence will be sent to the student's 'home' or main residence address as recorded on the College's Student Records System.

13.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your College e-mail account is regularly monitored.

13.3 Letters shall be deemed to have been properly served 48 hours after posting if sent by first class post. Good service may also be given by email to your College email address in which case service shall be deemed effective 48 hours after sending.

13.4 The College will not over-turn decisions because of a claim of missed communications where it can be shown that the College undertook all reasonable efforts to contact students through the College email account and/or through communications sent to the home or main residence.

14. **APPEALS AND COMPLAINTS**

14.1 Complainants should refer to our Compliments, Suggestions and Complaints Policy as published on our website and follow the procedures described. This policy has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.

14.2 If, having followed the Student Complaints procedure to completion, you remains dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

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.

SCHEDULE 1

CANCELLATI

ON FORM

To: South Gloucestershire and Stroud College

Filton Avenue, Filton, Bristol BS34 7AT

I hereby give notice that I cancel my contract with the College for a place on the following Programme:

Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student _____

Date: _