



**South Gloucestershire and Stroud College**

## **Applications, Admissions & Enrolments Policy and Procedure**

**If you would like this document in an alternate format  
Please contact the Human Resources Department**

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<b>Approved by:</b>	
<b>Date:</b>	



Completed by:		
Gavin Murray	Vice Principal - Performance, Standards & Effectiveness	30/04/2020
I have read the guidance document: Completing a Policy Impact Assessment?		
If this policy has been up-dated, please tick to confirm that the initial impact screening has also been reviewed:		

EQUALITY AND DIVERSITY IMPACT ASSESSMENT	
Characteristic	This policy seeks to:
Age	No appreciable impact
Disability	Use available resources to identify and address any issues of inequality as a result of disability. Supporting learners both academically and pastorally in order that they should be able to access this policy and procedure.
Faith or Belief	No appreciable impact
Gender	No appreciable impact
Race or Ethnicity	No appreciable impact
Orientation	No appreciable impact
Gender reassignment	No appreciable impact
Economic disadvantage	Providing equal access to Careers, Information, Advice and Guidance (CIAG)
Rural isolation	No appreciable impact
Marriage	No appreciable impact
Pregnancy & maternity	No appreciable impact
Carers & care leavers	Use available resources to identify and address any issues of inequality as a result of being in care or a care leaver. Supporting learners both academically and pastorally in order to be successful.
Vulnerable persons	Use available resources to identify and address any issues of inequality as a result of being a vulnerable person. Supporting learners both academically and pastorally in order to be successful.
Please identify any sections of the policy that specifically seek to maximise opportunities to improve diversity within any of the Academy Trust's stakeholder groups:	Sections 3 and 7
Please identify any sections of the policy that specifically seek to improve equality of opportunity within any of the Academy Trust's stakeholder groups:	
Is there any possibility that this policy could operate in a discriminatory way?	<input type="checkbox"/> <input checked="" type="checkbox"/>
	<p>If you have ticked yes (red), which characteristic will be most affected? Choose an item.</p>
If yes please confirm that the Policy has been sent for a full Equality & Diversity Impact Assessment, and note the date:	<input type="checkbox"/> Click or tap to enter a date.

**Note:** if the policy does not seek to increase diversity or improve equality you should go back and review it before submitting it for approval.

MAPPING OF FUNDAMENTAL RIGHTS	
Which United Nations Convention on the Rights of the Child ( <a href="#">UNCRC</a> ), Right does this policy most protect:	Art. 42 Right to know your rights Art. 2 Non-discrimination Art. 28 Right to education
Which Human Right ( <a href="#">HRA</a> ) does this policy most protect:	Art. 14 Prohibition of discrimination Choose an item.

DATA PROTECTION & PRIVACY BY DESIGN SCREENING	
Tick to confirm that you have considered any data protection issues as part of the design and implementation of this policy; and, that implementing this policy will <u>not</u> result in the collection, storage or processing of personal data outside of official Academy Trust systems:	✓
Tick to indicated that this policy has or requires a Data Privacy Impact Assessment:	✓

# Applications, Admissions and Enrolments Policy & Procedure

## 1. Introduction

- 1.1. South Gloucestershire and Stroud College (SGS) will ensure applicants receive an effective introduction to their studies and their safety and interests are taken into account via the SGS Total Support Guide. This Policy states the College's commitment to consider applications from prospective students consistently and without prejudice. Where appropriate, applicants will receive timely interviews. This Policy also includes student transfers, internal progression and course cancellation. Additionally, quality assurance of the process is outlined to ensure applicants receive a consistent and positive experience.
- 1.2. The Policy is informed by, and reflects, the College's Single Equality Policy.

## 2. Statement

- 2.1. SGS College has three general conditions for Application and Admission:
  - 2.1.1. The potential of an applicant to benefit from, and succeed in, one of the programmes of study that the College offers;
  - 2.1.2. The understanding and willingness of an applicant to adopt a responsive attitude to all of his/her College commitments; and
  - 2.1.3. The ability of the college to provide appropriate support for any additional needs the applicant has.
- 2.2. All Pre-16 applicants must be referred to the 14-16 Education Manager to establish eligibility for public funding or payment of fees by their school or local authority.
- 2.3. An offer of a place is not a guarantee that the course will run.
- 2.4. Where an applicant is not offered a place, the reasons will be recorded and explained clearly on request. Reasons for not offering a place could be:
  - 2.4.1. if the College has reason to believe that the applicant's presence is likely to endanger him/herself, other students and/or staff in the College; Careers, Information, Advice and Guidance (CIAG) will be provided to source a suitable alternative to studying at SGS College;
  - 2.4.2. the applicant has applied for a course that is oversubscribed. In these circumstances applicants will be offered further CIAG on the availability of suitable, alternative programmes of study;
  - 2.4.3. the applicant has provided false or misleading information;

- 2.4.4. if following a full investigation (including Disclosure & Barring Service checks where appropriate – e.g. teaching, nursing, childcare), the applicant is found to be unsuitable to work with any relevant groups; or
- 2.4.5. the applicant has not met the entry criteria as outlined in the full time and part time prospectus, website or any other SGS marketing material or if funding for support is not available; CIAG will be provided in this instance to source a suitable alternative to studying at SGS College, support funds permitting.
- 2.5. There are no automatic refunds should applicants cancel their enrolment or fail to attend their chosen course. Refunds are given at the discretion of the Principal or Chief Financial Officer.
- 2.6. If a member of the academic / vocational team responsible for delivery of a course rejects an applicant, prior to enrolment of the course commencing, their fees will be refunded in full if already paid.
- 2.7. Course cancellations can only be authorised by a Head of Faculty and ideally must be cancelled at least 7 working days before commencement. Where the first session of a course is run as a taster a decision to cancel the course must be made by the Head of Faculty within 48 hours of the start date of the course.
- 2.8. If the College cancels a course prior to the second session, applicants must be informed promptly and their fees refunded in full. If a course is cancelled after the second session, but before completion, the applicant will receive a refund of a proportion of their fees.
- 2.9. Students continuing from Year 10 in school to Year 11 studies in College are admitted following relevant Local Authorities referral policy, or can be funded by the school as an early college placement.
- 2.10. For HE enrolments, the College will be registered with UCAS as SGS College or for some degrees The University of Gloucestershire (our Partner University) and will adhere to standard UCAS regulations and procedures for those courses offered through the UCAS system.
- 2.11. Quality assurance of one departmental interview session will be led by the Assistant Principal Corporate Development, the Assistant Principal 16-18, Assistant Principal Adult & Higher Education and Heads of Faculty on a half termly basis to assess applicants experience.
- 2.12. Where an applicant is not offered a place that applicant has a right of appeal. On appeal it is for the applicant to establish valid grounds for appeal:

**Grounds for appeal:**

- 2.12.1. That the Applications, Admissions and Enrolments Policy & Procedure was not applied correctly and that any procedural irregularity, has disadvantaged the applicant significantly enough to render the decision unsound.

- 2.12.2. That prejudice or bias on the part of one or more decision maker took place and can be proven or there are reasonable grounds to support the perception of prejudice or bias.
- 2.12.3. That the decision maker took a decision which no reasonable person would find comprehensible. Disagreement with the decision does not make it manifestly unreasonable. To apply this ground you must provide substantive argumentation as to why no reasonable person could have arrived at the decision that was made.
- 2.12.4. Disagreement with a decision based upon academic judgement **will not** be considered as grounds for appeal.
- 2.12.5. Appeals must be received in writing by the College Principalship within 10 working days of the applicant being informed of the decision not to offer a place. The College Principal's decision, which may be delegated to a member of the College's Senior Leadership Team, is final.

### 3. Objectives

- 3.1. To ensure that current and prospective students are enabled to make a clear and informed choice, they (and where relevant and with the consent of learners, their employers, carers, guardians, etc.) will be provided with timely, clear, consistent and accurate information about:
  - 3.1.1. course entry criteria, content, progression opportunities and Learning Area Managers (LAM)s assessment; including transfers;
  - 3.1.2. course target qualifications and grades;
  - 3.1.3. student support services including opportunities to attend Learner Voice forums and be part of the Student Union;
  - 3.1.4. tuition, examination and material fees, plus any other financial charges associated with a course which a student will have to incur during that course;
  - 3.1.5. bursaries, grants, loans, subsidies and other financial assistance which may be available to students for childcare, transport, equipment, work experience, accommodation and fees;
  - 3.1.6. levels of additional learning support provided;
  - 3.1.7. opportunities to visit the College and meet with specialist tutors and guidance staff;
  - 3.1.8. opportunities to receive impartial information, CIAG from a qualified Careers Advisor;
  - 3.1.9. course cancellations; and

- 3.1.10. when and where books and materials are required to be purchased by the applicant (purchases are not recommended before the first session in case of course cancellation).
- 3.2. To ensure that existing students who wish to continue their studies at SGS College receive comprehensive CIAG and a standard introduction to their new course/s.
- 3.3. To ensure an applicant is treated consistently, impartially, with dignity and respect, they can expect :
  - 3.3.1. a structured, responsive central applications and admissions procedure (see Section 7 of this policy);
  - 3.3.2. that the College will comply with the General Data Protection Regulations in respect of details given on any application form and during the application process with regards to communications to external parties; and
  - 3.3.3. any application related interview will be explorative, informative and supportive.
- 3.4. Application forms include clear statements about the College's Consent to Process Information.
- 3.5. To ensure the quality of the interview process is to a consistently high standard for all applicants. Please see Appendix 1 for further details.

#### **4. Implementation**

- 4.1. Through the College's application/admissions/enrolment procedures to ensure that all students are placed on courses or programmes which are appropriate to their needs and will enable them to achieve their full potential.
- 4.2. Through the College's finance policies and procedures.
- 4.3. Through the College's additional learning support policies and procedures to ensure the College makes reasonable adjustments in teaching, learning and assessment, so that programmes are free from artificial barriers that restrict access and progression.
- 4.4. Through the College's quality policies and procedures.

#### **5. Responsibilities**

##### **5.1. Students and Parents/Guardians/Carers**

- 5.1.1. Parents/guardians/carers of pre-16 students are responsible for ensuring their child's suitable entry and departure from SGS College,

as pre-16 students accessing courses cannot be supervised outside of the classroom or designated lunch areas.

College staff will brief students as per the Learner Code of Conduct including pre-16s not leaving the site(s) over the duration of their time on campus unless prearranged with the tutor (e.g. an authorised College trip).

5.1.2. All students must wear current SGS College lanyards containing their identity card at all times whilst on college premises unless instructed to remove by a staff member when considering health and safety.

5.1.3. All students adhere to the SGS College code of conduct.

## **5.2. Managers and Staff with Policy or Procedure Responsibilities**

5.2.1. Customer Experience Staff

5.2.2. MIS Registry Student Data and Admissions Staff

5.2.3. Head of Finance

5.2.4. Assistant Principal Corporate Development

5.2.5. Head of Support

5.2.6. Head of HE Student Recruitment and Experience

5.2.7. Assistant Principal Adult and Higher Education

5.2.8. Assistant Principal 16-18

5.2.9. Vice Principal SGS Group Quality and Performance

5.2.10. Heads of Faculty

## **6. Related Policies, Procedures, Regulations and Legislation**

6.1. Fees, Charges & Refunds Policy

6.2. Compliments, Suggestions and Complaints

6.3. Single Equality Policy

6.4. UCAS Regulations and Procedures

6.5. Fitness to Study

6.6. Data Privacy and Protection Policy



## 7. Procedures

### 7.1. Generic, FE and HE Application Procedure

- 7.1.1. All application procedures include (Additional specific procedures for Pre-16, International and HE Applicants are listed from 7.2 below):
  - 7.1.1.1. On receipt, paper based application forms are checked by Admissions staff to ensure they are correct. Any omissions or problems are referred back to the applicant. If all information is correct, an invite for interview letter will be generated and despatched within 4 working days where applicable.
  - 7.1.1.2. Where an application is made via the College's website this will be acknowledged by return email.
  - 7.1.1.3. An on-line application will be checked and verified the next working day following the submission of the application and, providing all is in order, an invite for interview letter will be despatched within 4 working days (this may be via email or post) where applicable.
  - 7.1.1.4. Applicants born or resident outside the UK, EU and EEA are referred to the Deputy Manager Learner Services to determine their status; all EU/EEA applicants are dealt with by the College's Admissions.
  - 7.1.1.5. Applicants who are aged under 16 on the 31st August on the year of entry, are referred to the 14 -16 Education Manager to arrange a pre-interview appointment.
  - 7.1.1.6. A clear line of enquiry for those who wish to track the progress of their application
  - 7.1.1.7. Applicants are automatically placed on a waiting list if the number of people wishing to enrol on a course exceeds the number of places available. They are informed if a second course is run, or if anyone cancels, they will be contacted by Customer Experience staff to see if they still wish to enrol.
  - 7.1.1.8. Applicants are / will be advised to disclose information about any additional learning support needs they may have. This may include whether they have an Education, Health and Care plan (EHCP), a non-statutory plan such as a MyPlan or MyPlan+ from their local authority or a Learning and Skills Plan from the Welsh Government.
  - 7.1.1.9. An applicant who has provided false or misleading information on the application form will be rejected from the process.

- 7.1.1.10. If applicable, an interview which provides the interviewee with the opportunity of exploring with a subject specialist their reasons for application, career plans, qualifications and personal circumstances so that they are able to make a decision as to whether the course is right for them.
- 7.1.1.11. Where an applicant is not offered a place on a course, his/her application may be reviewed if the applicant is able to present new information relevant to their application, which was unavailable at the time the decision was taken not to offer them a place.
- 7.1.1.12. A letter notifying the applicant of the result of their interview and offer of a place where appropriate, within 2 weeks of the interview.
- 7.1.1.13. Acceptance forms outlining the conditions of the offer, if applicable, are issued at interview. The interview outcome is completed via the college system by the interviewer and actioned by Admissions. This must advise the offer to be made or if the candidate has been unsuccessful, a reason why. Any extraordinary conditions should also be advised.
- 7.1.1.14. Student records are then updated by the Admissions team to show the outcome.
- 7.1.1.15. An initial assessment and/or taster day to ensure that the applicants chosen programme of study closely matches their needs and abilities. If the applicant has a learning difficulty, disability or is a vulnerable young person, a more extensive link programme may be needed to ensure a smooth transition into college
- 7.1.1.16. An offer of a place on a course, which may be conditional or unconditional. If the place is conditional, the conditions will be clear and consistent with published entry criteria, or as discussed at interview. If an applicant does not accept the offer within 30 days, the College reserves the right to offer the place to another applicant. Exceptionally, this will not apply in the case of late applications, where the course starts in less than 30 days.
- 7.1.1.17. The College will withdraw an offer if an applicant submits false or misleading information that was instrumental in securing an offer of a place.
- 7.1.1.18. Keeping warm newsletters will be sent to applicants half termly from January via Marketing, providing information to prepare future learners for College life – this excludes HE.
- 7.1.1.19. Generally clear, informative enrolment instructions will be sent out at least 4 weeks before the beginning of the course

to applicants who have applied more than 6 weeks before the start of that course.

- 7.1.1.20. An opportunity to review and, where necessary, re-negotiate application to an appropriate course, after the publication of GCSE, A-level or other results, with a Careers Advisor or Programme Leader.
- 7.1.1.21. The Customer Experience Team must inform, via e-mail, finance, MIS Student Data and exams of all course cancellations as soon as possible. The HE Admissions Co-ordinator, will notify any applicants of the closure of any HE course.
- 7.1.1.22. References are sought from the students' existing personal tutor for internal progression.
- 7.1.1.23. No learner with additional learning support needs will be enrolled without approval from the Head of Support that the appropriate support is within the college's capabilities and, where appropriate, that funding has been secured.
- 7.1.1.24. Should applicants apply to join a full-year 16-18 study programme after the end of the initial six week probation period, then admittance to the programme is at the discretion of the Head of Faculty. However, given that a substantial proportion of the learning will already have taken place by this point, admittance will only be agreed under exceptional circumstances; a start in the following academic year will probably prove to be more successful.

## **7.2. Specific Pre-16 Application Procedure points**

- 7.2.1. A pre-interview student profile form will be provided to the relevant educational establishment if the learner is an Early College Placement, and to the parent/guardian if Elective Home Educated, which:
  - 7.2.1.1. Provides an opportunity to supply information about the applicant that is relevant to their application and the course of study.
  - 7.2.1.2. Provides the opportunity to reveal learning support needs and disabilities and full information about the applicant's needs. In some cases, admission onto a programme of study will include a commitment from the applicant to engage with additional learning support.

## **7.3 Studying in the UK: guidance for EU students - What citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland studying, or planning to study in the UK should consider.**

- 7.3.1 People's rights to live in the UK will not change until 31 December 2020.

Citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland who are living in the UK on or before 31 December 2020 can apply to the EU Settlement Scheme (EUSS).

The EUSS means citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland will be able to stay and continue to work, study and access benefits and services broadly on the same basis as they currently do. It is free to apply.

If learners want to stay in the UK they have until 30 June 2021 to apply to the EU Settlement Scheme.

7.3.2 Learners will be able to access student finance if their course in England starts in the 2020 to 2021 academic year or before, provided they meet the residency requirements. This will be available for the duration of their course.

If a learner secures a place in the 2020 to 2021 academic year, but subsequently defers the start of their course until the following academic year, then the rules governing student support for 2021 to 2022 entry will apply to them.

#### 7.3.3 **Changes to funding from the 2021 to 2022 academic year:**

If a learner's course starts on or after the 1 August 2021 they will no longer be eligible for home fee status, undergraduate, postgraduate and further education financial support from Student Finance England unless they meet one of the following criteria:

- you are able to benefit from the citizens' rights agreements
- you are an Irish national living in the UK or Republic of Ireland - benefits of Irish nationals under the Common Travel Area arrangement will continue

## 4. . **Specific Non-EU International Application Procedure points**

2. In the case of applications from international applicants (i.e. the applicant has indicated that they have had a period of residence outside of the UK or have indicated a Nationality other than British), where an interview is not normally possible the College will:

7.4.2.1 Establish qualification equivalence, including use of English. HE students are required to have an IELTS overall score of 6 in writing sub-skill and 5.5 in all other sub-skills.

7.4.2.2 Offer a place, conditional on standard entry criteria (or equivalent qualifications).

7.4.2.3 Require evidence of the applicant's right to stay and study in the UK for the duration of the course.

7.4.2.4 Require evidence of ability to pay tuition fees in full prior to enrolment.

7.4.2.5 Require non-EU international applicants to pay tuition fees in full prior to entry to the UK and/or enrolment, as appropriate or apply to SLC EU for tuition fee loan if HE EU learners.

7.4.2.6 A copy of each sponsored migrant's current passport showing any personal identity details including biometric details, leave stamps, or immigration status document including their period of leave to remain (permission to stay) in the UK. This must show the migrant's entitlement to study with a licensed sponsor in the UK.

7.4.2.7 The College will check the date on which the migrant entered the UK, to ensure they entered during the validity of their Tier 4 visa and therefore have permission to study 1. However, if the migrant is a national of Australia, Canada, Japan, New Zealand, Singapore, South Korea or the United States of America, they may (since 20 May 2019) enter the UK through an automated e-Passport gate ('e-Gate') if they hold a valid visa or biometric residence permit. In such cases, they will not have an entry stamp in their passport.

7.4.2.8 If the student does not have an entry stamp, the College must still check the date of entry by asking to see other evidence such as, but not limited to, e-tickets or a paper or electronic boarding pass. The College must then record that the date the student entered the UK, but do not have to retain evidence of the date of entry.

9. Copy the migrant's biometric residence permit (BRP).

7.4.2.10 Record of the migrant's absence / attendance, this may be kept either electronically or manually.

7.4.2.11 A history of the migrant's contact details to include UK residential address, telephone number and mobile telephone number. This must be kept up to date with any changes to these details.

7.4.2.12 The College will keep copies or originals where possible of any evidence assessed as part of the process of making an offer to the migrant; this could be copies of references, or examination certificates.

## **5. Specific HE Application Procedure points**

5.1. Applications should be made via UCAS online for full degrees and foundation degrees. Existing foundation degree students applying for the SGS Level 6, can complete a SGS Application Form, which then needs to be forwarded to the HE Admissions Co-ordinator. For any applicant required to be interviewed, an interview date will be offered within 2-4 weeks of receipt of their application. A decision on whether to offer a place will usually be conveyed to the applicant and UCAS or franchising HE provider within 7 working days of an interview.

- 5.2. SGS College complies with published UCAS deadlines for decisions on applications for courses offered through the UCAS system.
- 5.3. Programme Leads will manage the decision-making process, liaising with Heads of Faculty and the HE Admissions Office.
- 5.4. For any applicant not being interviewed, the decision about whether to offer them a place will be conveyed to UCAS, to the franchising HE provider or direct to the applicant if appropriate, within 10 working days of receipt of their application.
- 5.5. Offers of places on a course will be standardised, with any stated conditions being clear and consistent with the published entry criteria. The SGS College's Terms and Conditions Policy, will be attached to the email offer to the applicant. An offer letter will also be posted and will make reference to this email and the policy attached.
- 5.6. Late applicants will receive enrolment instructions in advance when the timescale permits, or at time of interview.
- 5.7. Higher Education applicants will receive support completing their application for the Disabled Students Allowance (DSA) if applicable. If DSA is not applicable high needs learners could possibly be supported by SGS College as a reasonable adjustment. However early disclosure is essential as a full needs assessment will need to be completed prior to support being approved. Approval of this support must be agreed prior to confirmation of a place at SGS College.

## 6. **Specific Apprenticeship Application Procedure points**

- 6.1. Apprenticeships are dependent on the applicant securing a suitable apprenticeship employment contract with an employer.
- 6.2. All SGS College apprenticeship vacancies with employers will be advertised on [www.apprenticeships.gov.uk](http://www.apprenticeships.gov.uk) and prospective applicants will be directed to this national site to apply.
- 6.3. All applicants that meet the employer criteria and the college entry requirements will be invited to a college interview and screening of basic skills.
- 6.4. The college will provide the employer with a shortlist of candidates who meet both the college and the employer selection criteria. The employer will make the final selection decision.
- 6.5. The college will signpost unsuccessful applicants to alternative vacancies or training.

## 7. **Data Privacy and Protection**

- 7.1. In order to process admissions and enrolments the College collects and processes personal information about all applicants and prospective applicants.
- 7.2. The College's lawful basis for processing Personal Data in respect of applications, enrolment, funding, awarding body registration, teaching, learner support, performance monitoring and research is that the processing is necessary for the College to perform a task in the public interest and for its official functions; these tasks and functions have a clear basis in law.
- 7.3. The College's lawful basis for processing (and storing) Personal Data in respect of non-EU and International applicants is that such processing is necessary to comply with legal obligations in respect of right to study checks

## **Appendix 1**

### **Full-Time Interviews – Quality Assurance**

#### **Interview Quality Assurance Objectives**

- Ensure applicants are collected on time
- Ensure area selected to deliver interview is welcoming and appropriate
- Ensure that the process is accessible to all learners, including arrangement of signer, interpreter or pastoral support if appropriate
- Ensure overview of College, department and interview process is communicated clearly prior to the formal interview commencing
- Ensure key aspects listed below are covered at interview:
  - Support needs - ask learner what they enjoy about reading and writing. What areas do they need to develop? Support available with studies
  - Carry out interview (see below)
    - Review reference(s)
    - Check attendance – ask reason behind attendance below 90% and reiterate minimum requirements for all aspects of the study programme
    - Review school reports, predicted grades, check entry criteria – if predictions don't match – discuss other options
    - Intended progression – correct subjects/course/level?
    - Check and record any provided information or documentation relating to additional learning support needs, including Education, Health and Care Plans or prior Examination Access Arrangements or to the applicant's status as an Early College Placement
    - Explain all aspects of study programme – not just here to obtain qualifications

Applicant to use 'Interview Passport' checklist, which is currently sent out, to ask interviewer questions - ensure all is covered if they do not do this including:

- Finance – what the course is going to cost
  - Tutorial system
  - Work experience
  - English & maths
  - What is a typical College day
  - What enrichment opportunities exist
- Ensure interview questions are appropriate
  - Ensure information, advice and guidance is to the desired level
  - Ensure decision is communicated to the applicant at interview, along with details of next steps
  - Provide interview staff with support, and where required, training to address any identified issues

**Judgements – this will be a simple tick box form with a Yes or No response.**

- Photo taken on arrival
- Applicant collected on time
- Interviewer and area selected to interview welcoming
- Departmental presentation delivered providing overview of College, department and interview process completed to a high standard
- Key aspects of interview completed
- Interview questions appropriate
- Information, advice and guidance delivered to the desired standard
- Decision, feedback and next steps provided to applicant
- Further support or required

**Reporting Outcomes**

- A half termly report will be presented to Senior Leadership Team by the Assistant Principal 16-18.



## **Appendix 2**

### **South Gloucestershire and Stroud College Higher Education Terms and Conditions of Admission 2020/21**

#### **Student Contract**

#### **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](mailto:highereducation@sgscol.ac.uk)).

1.3 The Contract applies to all applicants to the SGS College accepting offers from 1st June 2020 and all students enrolling on a course from that date.

1.4 You reaffirm your acceptance of these terms and conditions (and the terms of the Contract) when you enrol annually.

1.5 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:

1.5.1 The College's Admissions Policy and Procedures (including those relating to Disclosure and Barring Service)

1.5.2 The University of Gloucestershire's academic regulations for Taught provision

1.5.3 Library and ICT policies

#### 1.5.4 Tuition Fee Policy

1.5.5 The student Higher Education & Professional Student Code of Conduct and the expectations described within

1.5.6 Enabling Positive Behaviour – Learner Disciplinary Policy and Procedure.

1.5.7 Fitness to Practice Procedures

1.5.8 Academic Appeal Procedures

1.5.9 Data Consent Notice

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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 at application 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 your offer, you consent to the College contacting the Home Office on your behalf and the Home Office releasing such information to the College as required.

### **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, registering with the College and satisfying the College of our identity in accordance with the enrolment process.

Your continued enrolment depends on you meeting the academic requirements of your course in accordance with the terms of the Contract, including attendance at lectures, seminars and any other such learning opportunities provided by the College, the timely completion of assessment and, where required, attendance at formal examinations.

4.2 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.

4.3 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 HEAdmissions@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.

4.4 If you commit an offence whilst you are an enrolled student, this will need to be declared to HEAdmissions@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 HEAdmissions@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 SGS College will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services and will be under no obligation to provide such services. This might be because of, for example:

- flood, fire, or act of God
- industrial action by University staff or third parties
- the unanticipated departure or absence of key members of University staff
- acts of terrorism
- the acts of any governmental or local authority
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it
- the impact of local, national or international health pandemics

In these circumstances, SGS College will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student. The modifications we make may be to:

- the content and syllabus of programmes, including in relation to placements
- the timetable, location and number of classes
- the content or method of delivery of programmes of study
- the examination and assessment process

In making any changes, we will aim to keep the changes to the minimum necessary and will notify and consult (where practicable) with the student body, through the Students' Union, in advance about any changes that are required. If you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.

## **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: HEAdmissions@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: HEAdmissions@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 All students, however, grant SGS College permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

9.3 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 2018) 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 2018.

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 CANCELLATION N 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:**

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**Accepted on: [Date]**

**Name of Student: [Insert]**

**Address of Student: [Insert]**

**Signature of Student**

**Date:**