

ACCESS AND HIGHER EDUCATION STUDENT TERMS AND CONDITIONS OF CONTRACT

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RELATED DOCUMENTS

Access & HE Student Tuition Fees & Refund Policy, Access & Higher Education Student Information & Consumer Protection Policy, Complaints Procedure for HE Students

The student contract - main terms and conditions

1. Introduction

This document sets out in detail the relationship between you and Joseph Chamberlain College, which starts when you accept an offer of a place.

These contract terms apply to any HE programmes commenced after 1 August 2020. Note that you may have other contractual arrangements e.g. Student Finance England (SFE) and these will be subject to separate arrangements.

2. Your contract information

2.1 The College's higher education (HE) provision is offered through our partner university, Birmingham City University (BCU). Before you apply for a place or accept the offer of a place at Joseph Chamberlain College you should familiarise yourself with this document, the **Access and Higher Education Tuition Fees and Refunds Policy** and other College policies relating to HE. You will also need to be aware of the BCU policies relating to your particular programme, if applicable. College policies can be found on the College website under **About Us** <https://www.jcc.ac.uk/about-jcc/policies/higher-education-policies/> and BCU policies at <https://www.bcu.ac.uk/student-info/student-contract>

2.2 When you accept the offer of a place at Joseph Chamberlain College you agree to be bound by the terms contained herein and therefore we advise that you read this document thoroughly. If you become a student at Joseph Chamberlain College you become a member of our academic community and are expected to treat all staff and students with respect.

3. Consideration of applications

3.1 Joseph Chamberlain College considers all applications on their merits. Although feedback is usually available, the College is not obliged to provide reasons for its academic admissions decisions.

3.2 The College reserves the right to vary any entry requirements from time to time.

3.3 Offers of a place may be conditional on an applicant fulfilling either academic and/or other conditions, which will be set out in your offer letter.

3.4 The offer made to you is for entry in the academic year specified and tuition fees and any other charges will be at the rate advertised for that particular academic year of entry.

3.5 You have a right to bring a complaint or an appeal in respect of an Admissions decision and the procedure to follow is set out in full in the ***HE Student Selection and Admissions Policy***.

3.6 All applicants will be required to declare unspent criminal convictions for violent, sexual or drug-related offences. The DET requires an enhanced check with the Disclosure and Barring Service.

4. Your contracts with Joseph Chamberlain College

4.1 Your legal relationship with the College is comprised of two separate contracts: the first of these, known as the “pre-enrolment contract” arises when you are offered a place, while the second, known as the “enrolment contract”, is formed when you have met the conditions of your offer (if any) and registered as a student.

The pre-enrolment contract

4.2 Your pre-enrolment contract effectively reserves a place for you subject to the conditions of your offer letter. You have a statutory right to cancel your pre-enrolment contract during a “cooling-off” or cancellation period of 14 calendar days after the day you accept the offer. If you do not enrol within two weeks of the start of the course, your pre-enrolment contract will automatically expire at that date.

The enrolment contract

4.3 You are required to enrol with Joseph Chamberlain College at the start of your course and to re-register as required by the College (annually unless otherwise specified). When you first enrol on your programme you will obtain your student ID card to complete the registration process.

4.4 When you enrol at the College, you become subject to the terms of the Student Contract, comprising the student terms and conditions. It is at this point that you become liable to pay tuition fees. Where someone else is responsible for making payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay.

4.5 If you fail to complete enrolment within two weeks of the start of your course, but continue to access College facilities and services as if you had enrolled, you will be deemed to have accepted the College’s terms and conditions and be liable to pay tuition fees in accordance with this contract and the College’s ***Access and Higher Education Tuition Fees and Refunds Policy***.

4.6 The College permits students starting an Access or HE course to withdraw within the first two weeks, from the date of enrolment and receive a full refund of any contribution to fees paid directly to the College. Beyond the statutory and permitted cancellation periods set out above, tuition fee liability will be calculated in accordance with the College's ***Access and Higher Education Tuition Fees and Refunds Policy***.

5. How to cancel

5.1 You have the right to cancel your acceptance of this agreement within a period of 14 days after the day on which you accepted the terms of this agreement, without giving us any reason. This "cooling off period" is derived from the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*. You may wish to seek advice and guidance before withdrawing from the College to ensure that you are making an informed decision and have explored other options.

5.2 To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect and informing the College's Vice Principal in writing by letter or email.

5.3 If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you in relation to this contract to the bank account, credit card or debit card used to pay the fee. Please note that we are unable to refund in cash.

5.4 Beyond the statutory cancellation period, you must inform the College of your intention to withdraw as specified in the ***Access and Higher Education Tuition Fees and Refunds Policy***.

6. Tuition fees

6.1 Every student is charged a tuition fee for each year of his or her course. This fee covers the educational and related services made available to students whilst they study at Joseph Chamberlain College, including, but not limited to, tuition or supervisory services, access to learning or technical resources, assessment of submitted work, support/ welfare provision.

6.2 Please note that Joseph Chamberlain College will only accept tuition fee payments by cheque, debit or credit card or BACS. The College cannot accept tuition fee payments in cash.

6.3 It does not cover charges that may be incurred though accessing other College services, including optional activities or materials /printing / photocopy charges, library fines (e.g. damaged or lost books or late returns) or other fines. It does not cover travel costs to any placement or work experience. These costs

depend on the choices that you make after enrolment and therefore cannot be accurately estimated at the beginning of a course.

7. Tuition fee status

On receipt of your application Joseph Chamberlain College carries out an assessment of your fee status determining the amount you are likely to pay after registration. This decision is based on guidelines provided by the Department of Education: *Education (Fees and Awards) Regulations 1997*.

8. Changes to your course

8.1 From time to time it may be necessary to review or change the content of your course and/or individual modules. This may be required to refresh the course and to ensure that it is fit for purpose, to reflect changes in sector guidance to meet the requirements of external accrediting bodies, BCU, to respond to student feedback and external examiners' comments or to reflect the availability of academic staff. The College will inform you and give you an opportunity to provide feedback to it in relation to any proposed changes and will attempt to minimise any adverse impact on you. The College will not withdraw a course (even if new recruitment ceases) until all registered students have completed their studies and will give you reasonable notice in the event of withdrawal or fundamental changes to your course.

8.2 If it becomes necessary to consider making any significant changes to the advertised content of your course after you have accepted an offer of a place we will tell you about these at the earliest opportunity and provide you with alternative options wherever possible.

9. How we will communicate with you

Once you have enrolled Joseph Chamberlain College will contact you by email using your College email address or your BCU address only and you should therefore check these on a regular (at least daily) basis. We will not email to private email addresses

10 Engagement with your studies

10.1 You should engage with all learning activities which form part of your course, subject to absence only for medical reasons or other personal reasons agreed in advance with your course teacher. The DET requires you to attend all taught sessions and a specified number of teaching hours. You should also be aware that most courses and modules require a specific level of attendance which will be clearly stated in the module or programme handbook.

10.2 Joseph Chamberlain College places high value on attendance at all timetabled learning activities so that students can achieve their full potential. It is important that you attend timetabled/scheduled sessions as unauthorised absence may lead to you being withdrawn from the course.

10.3 In addition, for international students, the College has a legal responsibility to report serious cases of non-attendance to the UK government – since this may affect the validity of a student’s visa and it is therefore important that you notify your course teacher or the Personal Development Tutor (PDT) in advance of absence.

10.4 If at any time you have problems which may prevent you from attending sessions or continuing as a student, please talk to your PDT Tutor who will do their best to help you.

11. Work experience and Placements

11.1 For the DET a teacher placement is required. where work experience is integral. Although the College will provide assistance and support to help students find placements within the local area where possible, the responsibility for securing a placement remains with the student. Arranging travel to and from the placement is normally the responsibility of the student.

11.2 For courses where a work experience placement may be an optional but not a compulsory and integral part of the course, the College will provide support helping students find a placement, preparing for placement and ongoing support through the placement period, but the College is not liable for failure of placement providers or of placement providers to provide a suitable placement. Arranging travel to and from the placement is the responsibility of the student.

12. IT equipment

Students may connect personal IT equipment to the College network via WiFi as set out in the ***IT Acceptable Use Policy***. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the College or its staff, and provided always that the College accepts no liability for any indirect and consequential losses. However, please be assured that the College takes all reasonable precautions to protect staff and students against virus attack (and similar) through its firewall protection. Use of college IT equipment and software provided is also covered by the ***IT Acceptable Use Policy***.

13. Complaints

If you are an applicant to the College and have concerns about the way your application was handled you should refer to the ***Higher Education Student Recruitment, Selection and Admissions Policy***. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of the College's service through your course teacher or your PDT. If you are not satisfied with the response you may refer to the ***Complaints Procedure for Higher Education Students***.

14. Student Council

All students are eligible to become a member of the Student Council. Details of the work of the Council, election as a member and other student engagement activities are detailed in the Programme Handbook.

15. Intellectual property

15.1 During the course of your studies at Joseph Chamberlain College, you may generate work which is new, novel and creative; such work is known as Intellectual Property (IP). There are five main categories of Intellectual Property Rights: Patents; Copyright; Database Rights; Design Rights; Trade Marks.

15.2 Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you and the College. All students, however, grant the College permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

15.3 You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.

16. Partner institutions

16.1 If you are studying a BCU programme, you will be subject to certain additional regulations and contractual terms of that institution, including their academic and Fitness to Practise regulations.

16.2 Breach of these additional regulations or contractual terms may be treated as a breach of the College's regulations and may result in the College requiring you to withdraw from your course, the withholding of services, withholding certification and/or the termination of the enrolment contract between you and the College.

16.3 The College has agreement with BCU which sets out the roles and responsibilities of each in relation to your admission, course and services.

17. General Data Protection Regulation

17.1 Joseph Chamberlain College is registered as a data controller with the Information Commissioner's Office, and collects and processes information about students for various teaching, research and administrative purposes. All such activity is governed by the GDPR and students are entitled to have access to the records held about them to ensure accuracy and fairness.

17.2 Purposes for which information is held include:

- general College administration requiring personal and academic details
- management of academic processes such as academic audits, examination boards and award of degrees
- the management of College social events
- alumni operations, including fund-raising
- the provision of advice and support to students via, amongst others
- Management Information Services (MIS) Student Services
- Internal research, including monitoring quality and performance.

17.3 The College, via academic teams, Student Services, MIS and other ancillary departments, allows employees and agents of the College to access data on a strictly need-to-know basis. Student information is disclosed to a variety of third parties or their agents, notably:

- students' sponsors including employers, DfE, Local Authorities, SFE funding and research councils
- BCU
- Research companies working on behalf of funding and regulatory bodies to enhance the student experience such as the National Student Survey (NSS) and the Destinations of Leavers from Higher Education survey (DLHE)
- Student Council
- Government departments including the Higher Education Statistics Agency (HESA) Further information is contained on the HESA website
- Department for Business Innovation and Skills (BIS).
- Council Tax Registration Officers
- Current or potential employers of Joseph Chamberlain College students
- Current or potential providers of education to Joseph Chamberlain College students (including placement providers)
- Professional and statutory bodies.

17.4 The accuracy of personal information provided by students may also be checked by the College against relevant external sources. The College undertakes to maintain student data in secure conditions, and to process and disclose data only within the terms of its data protection notification. The details above indicate the nature of this notification but are not exhaustive. Please note

that we are reliant on you for much of the data we hold: help us keep your record up-to date by notifying us of any alterations to your address and personal details.

17.5 For full details please refer to the College's **Data Protection Policy** which is informed by the *General Data Protection Regulation*.

18. Health and safety

18.1 Joseph Chamberlain College will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.

18.2 You should be aware of the safety rules applying to buildings or your course; read the safety notices, the student intranet and know what to do in the event of a fire and be aware of at least two escape routes from your place of study or any other area you may occupy.

18.3 In addition students with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information so as to enable the College to implement personal emergency evacuation plans (PEEPs) and fulfil its obligations in relation to fire safety arrangements.

18.4 There are restrictions on bringing hazardous materials or substances onto College premises, which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances and drugs. Doing so may result in disciplinary action and withdrawal from the College.

18.5 Academic teams will provide you with induction and training relating to health and safety appropriate to your course. This should include:

- advising you of the procedures for fire and First Aid provision and the procedure for safe evacuation
- accident prevention and reporting
- safe use of materials / equipment
- any hazardous substances
- specific policies / safe working procedures
- Risk assessments / safety precautions.

18.6 Safety regulations and procedures will also apply during off site activities such as on a placement or during visits. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare,

or health and safety, and to co-operate with the College where duties are imposed under the Health and Safety at Work Act or other statutory provisions. On placement you must follow the health and safety regulations of the placement institution. If you have any health and safety concerns about your placement you should report these to your tutor or PDT as soon as possible. In some safeguarding situations, you may on certain programmes have a legal duty to report a concern to the police. Your tutor will explain this to you before you go on placement but it remains your responsibility to follow the safeguarding procedures of your placement provider.

18.7 This includes avoiding careless or reckless behaviour and also taking positive steps to identify and understand hazards, paying particular attention to dangerous areas. You are required to comply with safety rules and procedures, and thus ensure that nothing you do or fail to do will place yourself or others at risk. Any issues regarding health and safety should be reported to your Personal Tutor. Further information relating to safety can be found on the student intranet Health & Safety pages.

18.8 The College's student disciplinary procedures may be invoked in the case of students breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

19. Liability

19.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.

19.2 Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

19.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, and significant changes to higher education funding, infectious diseases, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your course.

19.4 Joseph Chamberlain College cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- a. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on the College campus) unless it is caused
- b. by the negligence or fault of the College or its staff;
- c. the non-return of work submitted for assessment;
- d. personal injuries or death except in so far as it is caused by the negligence of the College or its staff;
- e. all indirect and consequential losses, however arising; and
- f. Loss of opportunity and loss of income or profit, however arising.

19.5 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the College in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to the College or the amount, if any, the College receives from its insurers in respect of that particular loss, whichever is the greater.

20. Insurance

You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) before coming to the College. The College is not liable for damage to or loss of such personal property. In certain circumstances, you may be required to obtain other types of insurance, for example, medical insurance.

21. Withdrawal of services

21.1 Joseph Chamberlain College reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the College, for example, where:

- a. events beyond the College's reasonable control prevent a service from being delivered either temporarily or permanently;
- b. information technology systems require essential maintenance work, upgrades or repairs;
- c. health and safety or other legal reasons apply; or
- d. Improvements and changes are being made to the College's estate and facilities

21.2 The College will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

21.3 The College reserves the right to make reasonable additional charges and to vary such charges from time to time for services in order to cover costs or to ensure the availability of services for the benefit of all students, (for example by fining students who misuse library services to the detriment of other users).

21.4 The College is unable to guarantee that all services will be available at all times to all students but will endeavour to provide a reasonable level of provision when the College is open.

22. Termination of contract

Joseph Chamberlain College may terminate your contract at any time if you are in material breach of these terms and conditions and in the following circumstances:

- a. If you have provided false, inaccurate or misleading information in your application to the College.
- b. If you fail to meet the specific conditions or requirements for your course.
- c. If you fail to meet the conditions of your offer letter.
- d. If you no longer meet immigration requirements.
- e. If you acquire a relevant criminal conviction.
- f. If you fail to enrol within two weeks of the start date without notifying the College with your reason for non-enrolment.
- g. If you are withdrawn for failure on assessment.
- h. If you fail to pay your tuition fees by the required deadline.

23. General

23.1 If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

23.2 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Course and replace any other undertakings or representations.

23.3 This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

23.4 Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

23.5 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

23.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

23.7 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.