

# TERMS AND CONDITIONS OF ENROLMENT AT UNIVERSITY CENTRE SOMERSET (UCS), PART OF BRIDGWATER AND TAUNTON COLLEGE FOR HIGHER EDUCATION

Effective for all students accepting offers between November 2018 and September 2019

As a student enrolled on a Higher Education course at University Centre Somerset, part of Bridgwater and Taunton College (the College), you accept that as part of your contract with the College you will be bound by the following Terms and Conditions, including the policies referred to within, for the duration of your studies at the College.

Please note that if your course is delivered in partnership with one of the College's University Partners you will also be required to enrol with them and your attendance will be subject to their specific Terms and Conditions in addition to the College's.

This document outlines the key Terms and Conditions you need to be aware of during the course of your studies, subject to any variation or amendment which is notified to you in writing by the College. Your course handbook(s), available when you start your programme, will contain further information relevant to your studies.

If you require these Terms and Conditions or any policies referred to in any other format then please email the Higher Education Team- HE@btc.ac.uk.

## 1.1 Applying to study higher education with the College

During the application process you were provided with a range of documentation outlining the course you were applying for. Information is also available on the College's UCS website about the course of study and application process and we strongly recommend that you review this in full before accepting your offer, for further information please see:

- **Course information** on the College's UCS website ([www.somerset.ac.uk](http://www.somerset.ac.uk)) and that of your University Partner (if applicable)
- **HE Admissions Policy**, on the College's UCS website (<https://www.somerset.ac.uk/about-us/wider-information-set/>)
- **Offer letter** by email from the College's Admissions team
- **Information about enrolment** will be sent by email from the College's Admissions team once you have accepted your offer

## 1.2 Pre-contract information

Information will be available to you prior to enrolment on the College's UCS website via this link (<https://www.somerset.ac.uk/student-services/induction-week/>). The link will take you to our student portal on Blackboard, where information about the enrolment and central induction will be provided.

## 1.3 Accepting your offer with the College

When accepting your offer you will be confirming that you are aware of and have been given sufficient information about the:

- **title of the course you are studying**
- **core modules/units of study for the course and any optional modules/units and any work based commitment** (optional and work based modules/units are not available for every course);
- **number of modules/units you must successfully complete in order to achieve your desired qualification** (provided in detail in your course handbook);

- **potential award or grading available on successful completion of your course and who is responsible for awarding it** (awards are made by the University Partner or awarding body and not the College);
- **any additional accreditation applicable to your course;**
- **duration of the course and format of study;**
- **location of your studies** (currently all higher education courses are delivered at the Bridgwater, Taunton and/or Cannington Campuses of the College. However, the College is at liberty to change the location of the course, as is appropriate, provided that there is no material interruption to the course and having given notice in writing to you of such change. There is also the possible exception of short periods out of the College grounds for residential and trips.
- **cost of studying your chosen course and that you are subject to paying course fees for every year of study without any delay in making payment or any set off of your payment against sums (if any) owed to you by the College.** Please refer to 1.5 for further detail on payments of fees;
- **additional costs to your programme.** Where there are additional costs to the programme, you will be made aware of these in good time ahead of the event or activity. Further information relating to existing additional costs in connection to your course can also be seen on your programmes page on the website and in the event of any change to additional costs, you will be notified by the college in advance of such change;
- **need to provide all relevant and requested documentation to confirm your enrolment by the deadlines specified by the College, failure to do so may result in the College being unable to process your enrolment and not being admitted to your course.** This includes providing original evidence of your qualifications that your offer for entry to the programme was based on and genuine photographic identification. Any documentation must be received by the College by the specified deadlines and the College cannot be held responsible for any loss suffered as a result of the documentation not being delivered to the correct department by the deadline date;
- **need to satisfactorily pass any health, welfare, fitness to practice screening and criminal record checks which apply to your programme.**
- **need to disclose any disability information in order for us to fully support you from the start and throughout your time at the College.** Please follow this link to the website for further information on

this: <http://www.somerset.ac.uk/student-services/>

- **need to ensure that any UK Visa and/or Immigration clearance that you are required to have in order to study in the UK is valid at the time that you enrol and will continue for the duration of your study. The College may request that you provide evidence of your Visa or Immigration clearance.** The College may refuse to enrol you should you not have or are unable to provide evidence of appropriate immigration clearance. It is your responsibility to ensure that all appropriate visas are obtained, and the College will not be responsible for any loss suffered as a result of failure to obtain the correct visa or clearance.
- You acknowledge that the College has not made any statements or promises to you about the level of qualification that you will receive on completion of the course; and that the level of award that you will receive will be determined by continual assessment of your work throughout the course against the academic grading of the College or the University Partner (as applicable).

#### 1.4 Assessment and Academic Regulations

You will be subject to the academic and assessment regulations of either the Awarding University if your programme is approved by a University Partner, or by the College's Assessment Regulations if you are studying a Pearson Higher National Diploma or Certificate. The University Partners all have regulations and policies available on their websites and the College's document is available on its Blackboard 'HE Info Hub' site or from the HE Team via [HE@btc.ac.uk](mailto:HE@btc.ac.uk).

You are advised to review these in detail prior to undertaking any academic assessments.

#### 1.5 Payment of Fees

By enrolling with the College you are committing to the College's Fees Policy for any fee related to your course and paid directly to the College (please note that students studying with Oxford Brookes University pay tuition fees to the University and not the College and therefore the University's policy applies in that instance).

If you need to view this please follow this link: <https://www.somerset.ac.uk/student-services/money-matters/course-fees-policy/> fees may increase each year of your study in line with inflation/the retail index;

- you will be personally liable for the fees for the full duration of the course even if you withdraw part way

through your course of study and your student loan is cancelled;

- if you owe fees from previous enrolments with the College or a University Partner either from a previous course or a previous academic year, enrolment on your higher education course will be at the discretion of the College and you may not be permitted to enrol until they have been cleared;
- you cannot complete your enrolment until you have either made payment of the fees OR you have evidence, to the satisfaction of the College, of payment in place such as a student loan or payment by a sponsor (such as your employer);
- fees may be made in instalments but this is at the discretion of the College;
- failure to pay fees may result in the College withholding your final award certificate,
- if you terminate your agreement with the College or University Partner other than in accordance with 1.7, you will be liable for the full amount of fees due for your course; and
- except where the course is cancelled as a result of matters referred to in 2.2, if the College cancels your course you will be eligible for a refund.

### 1.6 Student Accommodation

If you are offered a place in our Halls of Residence you will need to make yourself aware of the Accommodation Agreement and comply with its terms at all times. Failure to comply with the College's Accommodation Agreement may result in suspension or exclusion from your course. If you are suspended or excluded as a result of a breach of the Accommodation Agreement, the College will not be liable for any loss incurred by you. Please contact the Student Liaison Team should you need any further information: [accommodation@somerset.ac.uk](mailto:accommodation@somerset.ac.uk)

### 1.7 Right to Cancel

If you decide, within the first 14 days of accepting your offer, that you wish to withdraw you may do so without any penalty, unless teaching of your course has already begun.

If after 14 days have lapsed, you decide to cancel the contract for any reason other than a material breach of these Terms and Conditions by the College, you will be liable to the College's Fees Policy as summarised in 1.5. If you are enrolled with Oxford Brookes University you will be subject to their Fees Policy and should consult their website for further information on this via <http://www.brookes.ac.uk/studying-at-brookes/finance/>

If you decide to withdraw following the completion of your enrolment you may do so at any time but your withdrawal must:

- **be made in writing to the HE Team by emailing [HE@btc.ac.uk](mailto:HE@btc.ac.uk)**
- **include a reason for withdrawing**
- **details of whether or not the withdrawal is permanent or temporary**

If you withdraw and you have completed assessments during the year and achieve some credit or an exit award this will be considered by the relevant Assessment Board (or equivalent) at the end of the academic year, you will be notified of the outcome but will not be eligible to attend graduation.

The College may terminate the contract, at any time in writing to you if you are in material breach of these Terms and Conditions or any of the policies referred to and the College will not be liable to you for any loss suffered as a result of such termination.

Nothing in these terms will exclude or limit the College's liability for death or personal injury caused by the College's own negligence.

### 1.8 Student Conduct

You are expected to conduct yourself appropriately whilst studying at the College and adhere with the College's Student Charter and any policies referred to in it. Inappropriate behaviour that results in the College exercising its Disciplinary Policy to the final stage may result in the College withdrawing you from your programme of study. The College's Student Charter provides details on how the College expects you to conduct yourself whilst studying here. To view this please follow this link to the website: <https://www.btc.ac.uk/the-college/about-us/student-charter/>

### 1.9 Complaints

**You have the right to complain about any aspect of your experience as a higher education student at the College at any time.** If you wish to lodge a complaint you need to be aware that the College has a Higher Education Complaints Policy. This is available on the website: <https://www.somerset.ac.uk/about-us/wider-information-set/>

If further to your complaint we have provided you with a "Completions of Procedures" (CoP) letter and you are still unhappy with the outcome you may be able to refer it to the Office of the Independent Adjudicator. Please view

this link to their website for further information:  
<http://www.oiahe.org.uk/>

If you have made a complaint to the College in respect of the delivery of the course or otherwise, this will not permit you to suspend payments due to the College pending the outcome of the complaint, you will still be liable for the College's fees.

## 2.0 Academic Appeals

You can only appeal your marks/grades once they have been confirmed by the College's Assessment Board (or equivalent) at the end of a semester or academic year. If you are affiliated to a University Partner you must always use their academic appeals policy from the outset. If you are on a Higher National Diploma or Certificate you must use the College's Higher Education Academic Appeals procedure, available on the College's UCS website <https://www.somerset.ac.uk/about-us/wider-information-set/> or by contacting the HE Team via [HE@btc.ac.uk](mailto:HE@btc.ac.uk)

There is a time limit on the period between receiving your results and being able to lodge an academic appeal, you should be aware of this and details will be contained within the appeals procedure relevant to you. University Partner appeals procedures are located on their websites and links are available within your course handbooks. If you need any help locating any of these policies, you can always ask the College's HE Team via [HE@btc.ac.uk](mailto:HE@btc.ac.uk)

### 2.1 Changes to the content and/or structure of your course

The College has used reasonable endeavours to ensure the content of the prospectus and website is correct and accurate. However, there are occasions where the course structure or content may vary from what was originally advertised which may be due to changes in the commissioning or accrediting body, approval with the University Partner or other operational variations that impact upon it and the College may be required to make reasonable adjustments to the course. These changes are outside of the control of the College, and the College will not be liable for any loss suffered as a result of such changes.

The College will always seek to minimise any changes to a programme, however where those changes are significant and impact materially on the content and delivery of the course, you will have the option and right to in the first instance transfer to an alternative course (if appropriate) or to cease studying on that programme without penalty. Any fees paid up to the date of the

change in the course will be retained by the College as payment of the services rendered.

Major changes will be managed via an approval procedure both internally and with the Partner University/Awarding Body. If there are changes the College will notify you of the changes.

## 2.2 Attendance Agreement

The Student Attendance Agreement has been developed as part of the College's commitment to providing a supportive learning environment which enables you to achieve your full potential.

As a responsible institution the College has a duty to monitor attendance, and to act on non-attendance so that you can be supported to successfully complete your programme of study.

The College is required to monitor your attendance and provide a termly report to Student Finance England.

1. The College expects you to attend all timetabled classes. It is in your own interest that you attend all timetabled classes; it will help you achieve successful results. Please arrive on time for classes as late arrival causes disruption to other class members and your tutor.
2. Please notify your programme administrator, module tutors and personal tutor in advance (by email or phone) if you expect to be absent from timetabled sessions. You will need to make arrangements to catch up on any work missed during absence.
3. Please avoid taking holidays during term-time; this includes the weeks leading up to the end of the academic year.
4. We recognise that there are occasions where students have difficulties attending classes because of personal, financial or academic problems. If so, please talk to your Tutor at the earliest stage.
5. A poor attendance record could result in the following:
  - Maintenance loans/grants payments being withheld
  - The College informing the Student Loan Company and the UK Visas and Immigration as applicable. Failure to attend could therefore impact on the funding available and/or your ability to remain in the country

- you may be withdrawn from the programme
6. If you are absent for two consecutive weeks, without prior notification, your Tutor may invite you to attend a tutorial meeting.
  7. Where there is unexplained absence of more than four weeks, we may start the process to withdraw or suspend you from the programme of study. This action will be reported to the Award Board for ratification.
  8. Regular absence by a student, including for short periods of time, may also trigger intervention by the Programme Team and could lead to a suspension or discontinuation of studies.

### **2.3 Unforeseen Circumstances**

The College will not be liable to you for any loss suffered as a result of events that happen outside of our control. These events include industrial action, staff illness, terrorist attacks, political unrest, changes to research practices, or changes by the accrediting body. In such circumstances we reserve the right to change or cancel parts of your programme to ensure the College continues to provide a high standard of provision.

### **2.4 Data Protection Act 2018**

The College will hold and process your data for its own administrative purposes in accordance with its Data Protection Policy and Procedure. You must ensure you inform the College of any changes to your personal information throughout your time at the College.

The College will predominantly communicate with you via your College email address. Your University Partner (if applicable) will also do this via their email system. Please ensure you check these regularly, the College cannot be held responsible for any loss arising as a result of your failure to do so.

### **2.5 Order of Precedence**

In addition to these Terms and Conditions, you are also subject to the policies referred to and any other relevant College policies relating to how you use facilities, resources and academic practise, and must abide by these for the duration of your studies. Relevant policies are available to you on the College's UCS website prior to enrolment and on the College's HE Info Hub site on Blackboard once you have enrolled. You should familiarise yourself with these prior to enrolment.

### **2.6 Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.