

HIGHER EDUCATION STUDENT CONTRACT TERMS AND CONDITIONS

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Version and Date		Actions/Notes
1.0	August 2024	Amended course/programme reference and job titles website links removed.

Approved by SMT: August 2024

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Related policies or procedures or parent policy if applicable:
 HE Student Protection Plan
 Higher Education Fee Payment Policy
 Higher Education Refund and Compensation Policy and Process
 Complaints Policy
 Admissions Policy

Groups/bodies consulted in the development of the policy:
 HE Student Representatives
 Finance Department

To be published on College Website: Yes

To be published on Student Hub: Yes

Higher Education Student Contract Terms and Conditions

When you enrol on a course or module/unit, you enter into a legally binding contract with Macclesfield College ('the College') which can only be varied by agreement in writing. **By signing the enrolment form, you accept and agree to be bound by these terms and conditions.** Copies and alternative formats may be obtained from on request (please contact info@macclesfield.ac.uk).

You should read these Terms and Conditions and the Student Protection Plan (SPP) carefully before enrolling. Please note that it is not practical to set out the full details of every policy or procedure that may apply to your studies or the services offered by the College within these Terms and Conditions. You will find the relevant policies and procedures, Terms and Conditions and the Student Protection Plan (SPP) on the college website. Also, a copy of these terms and conditions and the Student Protection Plan (SPP) will be given to you to read before enrolling on the Higher Education programme.

During your time as a student the College will use your college email address to communicate with you. Please check your emails regularly to make sure you stay up to date.

Definitions

'The Offer' - the conditional or unconditional offer of a place on a college programme of study made to you in writing by the College.

Course - the programme of study or module(s)/unit(s) on which you have been offered or accepted a place or on which you are enrolled

Tuition Fee - has the meaning set out in condition 3.1

1. Acceptance of your Offer and Enrolment

1.1 Your contract with the College and the 14 days 'cooling off period' will start as soon as you enrol on a programme of study or module(s)/unit(s).

1.2 You can cancel this contract at any time **within the 14 days** immediately after your enrolment (see condition 9), without giving any reason, as long as you do so in writing.

2. Your general obligations

2.1 When you enrol, you accept and agree to be bound by and comply with:

(a) The Regulations, Rules, Policies, Procedures and Codes of Practice of the College, as updated from time to time, **including** the Student Code of Conduct, Equality & Diversity Policy, Safeguarding Policy, Health and Safety Policy, E-Safety Policy, Data Protection Policy, Mental Health Policy, Attendance and Punctuality Policy, Anti-Bullying and Harassment Policy and Procedures, Stop & Search Policy & Procedures, Drugs, Alcohol and Substance Misuse Policy, Academic Appeals Policy, Assessment Malpractice & Maladministration Policy, Exceptional Factors (HE) Policy, HE Course Submission Policy, HE Fee Payment Policy, Refund and Compensation Policy and Process, Information Technology Acceptable Use of Policy.

(b) The rules and regulations relating to your programme as found in your Programme Handbook, Programme Specification and Module Specifications.

3. Fees, Deposits and Refunds

3.1 All Higher Education programmes incur a fee for each academic year of study, including an academic year repeated with or without attendance, with partial teaching/supervision, and with or without mitigating circumstances. Your Tuition Fee will be determined by your tuition fee status under the *Education (Fees and Awards) (England) Regulations 2007* as amended.

3.2 Your Tuition Fee includes a charge for tuition, registration, learning resources, examination, assessment and certification. Tuition Fees are set annually and can be found on the College's website. They are also set out in the Offer. Tuition Fees and other fees (e.g. re-examination and repeat study fees) may rise in subsequent years of study. Further information on other costs which may be applicable to your programme can be found within the relevant Programme specification.

3.3 When you enrol, you accept that you are responsible for ensuring that you supply the College with full and correct information about who will pay your Tuition Fee.

3.4 If an external organisation is sponsoring you (paying your Tuition Fee), or you are paying the tuition fee by Student Loan you agree that:

- (a) the College may share your personal data, including your academic standing, with your sponsor, without seeking any further consent from you;
- (b) you remain responsible for ensuring that your Tuition Fee is paid;
- (c) if your sponsor defaults on any Tuition Fee payment arrangement, all outstanding Tuition Fees will be transferred to your student fee account for immediate payment; and
- (d) if you are unable to settle the outstanding Tuition Fee payment, your personal details will be passed to a third party agency to recover the outstanding debts.

3.5 If a suitable arrangement to pay Tuition Fee or Tuition Fee-related charges has not been made or you default on any Tuition Fee or Tuition Fee-related charges payment arrangement, the College may restrict your access to library and computing services. If there are outstanding Tuition Fee or Tuition Fee-related charges at the end of an academic year, you will normally be prevented from registering for the next academic year until those outstanding Tuition Fee or Tuition Fee-related charges have been paid or you have agreed an arrangement to pay which is acceptable to the College. If you have outstanding Tuition Fees or Tuition Fee-related charges one calendar month before the date of graduation you will not normally be permitted to graduate, and your personal details will be passed to a third party agency to recover the outstanding debts.

3.6 You will not be charged a Tuition Fee if you fail to enrol on your programme of study having previously firmly accepted a conditional or unconditional offer, nor will a Tuition Fee be charged if you leave (suspend or withdraw from) your Course within the 14 days of your initial enrolment (HE Fee Payment Policy, Refund and Compensation Policy and Process). If you choose to leave or suspend your programme more than three weeks after your first enrolment, including at any time during subsequent academic years the College will re-calculate the amount of Tuition Fee you will be charged on the basis of the date the College is formally notified of your intention to change your registration, but you will have no claim to a refund of Tuition Fee for the period you were enrolled during that year.

3.7 The College may increase your Tuition Fee annually by the rate of inflation and/or at any time to reflect a change in the law or government requirements.

3.8 The College's Higher Education Refund and Compensation Policy and Process is available on the college website. Any refund and compensation requests should follow the process outlined in the policy.

4. Your Programme and Other Educational Matters (including Changes to Programmes)

4.1 The College website contains an overview of the College and the programmes it offers. Programmes are subject to review and development on an ongoing basis and reasonable changes may sometimes be necessary, for example to ensure that programme content is up to date and relevant or to comply with the requirements of professional or accrediting bodies or as a result of student feedback or external examiner reports.

4.2 A list of the core and optional units that may be available for your programme is in the course information on the College's website and in the student handbook that you are given when you enrol. The College does not guarantee that an optional unit will always run or be available to all students. Your choice of optional units may be restricted by limits on timetabling, staffing or facilities, the number of places on the unit or prerequisite study requirements.

4.3 You agree that the College may make reasonable changes without giving you notice to ensure you are provided with the best quality of educational experience, including by:

- (a) keeping programme content and delivery up to date and relevant. The College may need to make technical adjustments to reflect developments in academic teaching, research and/or professional standards/requirements or to address external examiner or student feedback. The College may also need to adjust aspects of the curriculum to ensure it is current and reflects developments in the subject area; to vary methods of assessment, assessment weightings, and the word length of individual assignments; and to adjust learning outcomes and how they are assessed.
- (b) change as a result of a qualification review. Awarding organisations regularly formally review their qualifications in line with national, professional body and regulatory requirements to ensure that the design, academic standards and quality of learning opportunities of programmes remain appropriate to the awards to which they lead, and are informed by reference to national benchmarks and relevant professional and employment demands. Programme review may result in changes to a programme to enhance its quality.
- (c) reflecting external change. Awarding organisations may amend a programme to reflect changes in relevant laws or statutory, regulatory and/or professional body requirements and/or the way in which higher education is regulated.
- (d) reviewing and refreshing optional modules/units. Optional modules/units listed in the prospectus are indicative and may be subject to change. The College does not guarantee that an optional unit will always run in any given academic year as this may be dependent on student choice, numbers and staff expertise.

4.4 The College has not planned for any major changes being made to individual programmes in terms of the length of a programme, change of location, or substantial changes to content. (This is distinct from the reasonable changes outlined in 4.1-4.3).

4.5 The College will normally only make changes where it considers it necessary to do so or in the best interests of students, but occasionally may have to make changes for reasons outside of the College's control. If the College's delivery of your programme is disrupted by

circumstances beyond its control, the College will provide you with as much notice as practicable and will take all reasonable steps to minimise any resultant disruption. Examples of such circumstances include industrial action by college staff or third parties; the unanticipated departure of key members of college staff or unavoidable specialist staff absence; acts of terrorism or a security threat; damage or interruption to buildings, facilities or equipment; severe weather conditions or the acts of any governmental or local authority. The College's Student Protection Plan (SPP) provides further details of potential risks to the quality or continuation of study, the likelihood of these risks, the potential impact and the proposed implementation plans to mitigate the effects of such risks.

4.5.1 The college has relevant processes in place to accommodate student internal or external transfer as detailed in the Higher Education Student Transfer Arrangements Statement available at the college website

4.6 If the College reviews a programme and then decides to close it for future intakes it will make sure that appropriate arrangements are in place until current students have completed the programme and will manage and maintain academic quality and standards and provide appropriate learning opportunities. Please refer to the 'teach-out' information of the College's SPP.

4.7 In some circumstances, it may be necessary for the College to withdraw a programme that you have applied for, or enrolled on. Negative changes may sometimes be unavoidable due to the unforeseen issue of a programme recruiting insufficient numbers of students. Where numbers are very low it would not be possible to deliver an appropriate quality of education for students. In this event, the College will endeavour to offer you an alternative arrangement such as a place on a different programme or a refund of your Tuition Fee (if already paid).

The College will seek to minimise the impact of any changes on students. If you do not want to accept the alternative place, you may want to be considered at another university or college (for example, a university/college you had declined earlier in the UCAS cycle). The Deputy Principal will offer to contact the alternative university or college to explain the situation. It is important to note that there is no guarantee of an alternative offer or a place at a different institution. Availability of places depends on the time of year, as well as other factors relating to when you are told the course is being withdrawn.

4.8 In return for the Tuition Fee the College provides you with educational services and facilities to enable you to access the Course and will give you access to reasonable support to help you learn. You agree to play a full and active role in progressing your studies at the College and to meet the standards of behaviour and personal responsibility expected of College students.

4.9 In addition to the College's terms and conditions, some programmes may require you to agree to the terms and conditions of other professional bodies, accrediting bodies or relevant third-party providers. If there is any conflict between a third party's terms and conditions and the College's terms and conditions, the College's terms and conditions will take priority.

5. Your personal data

5.1 By accepting the Offer, you agree that:

- (a) The College can keep personal and sensitive personal data about you (Information) on its systems to fulfil its purpose and to meet its legal obligations to you and to funding bodies and government;

- (b) You will be responsible for accurately maintaining your information whilst an enrolled student of the College (e.g. up to date and accurate contact information) using the accepted college systems;
- (c) Following graduation, the College may continue to store your Information for regulatory purposes (including telephone number, email and postal address data). However, if you opt-in for marketing purposes then you will receive communication from the College to share news and updates, promote benefits, services, events and reunions and keep you informed of its fundraising courses which may involve telephone fundraising;
- (d) The College can share Information with external agencies such as HESA (Higher Education Statistics Agency), OfS (The Office for Students), the NHS (for NHS funded courses), the SLC (Student Loans Company for student finance purposes), the OIA (student complaints and appeals) or local authorities (for Council Tax exemption purposes), provided that Information is only shared with central government departments and agencies and devolved administrations to enable them to carry out their statutory functions under the Education Act, Higher Education Act or other Acts of Parliament;
- (e) If you are required, by virtue of your registration on your programmes, to apply for a DBS (criminal records) check and wish the College to undertake this check via the DBS Update Service, you will provide authorised College staff with your DBS Certificate number and agree that this will be deemed to be informed consent for them to receive information in relation to any criminal records.

5.2 Your Information may be used in anonymised form for statistical analysis by HESA and by the other bodies named in condition 5.1(d) resulting in publication and release of data to other approved non-statutory users, which may include academic researchers and commercial bodies.

5.3 The College will use Information fairly and store it safely according to the data protection policy and will not unlawfully disclose it to any other person. You agree that the College may process your Information in accordance with its data protection policy. The College will not share your details with any third party other than as set out in these terms and conditions, the Privacy Notice or with your express consent unless permitted or required to do so by law.

5.4 You have a right to access to Information held about you by the College. If you wish to access such information you should write to the College's Data Protection Officer:

Data Protection Office

Macclesfield College

Park Lane

Macclesfield

Cheshire

SK11 8LF

Email: dpo@macclesfield.ac.uk

6. Intellectual property

6.1 Intellectual Property ("IP") means any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.

- 6.2 IP you create during your studies or research will normally belong to you unless:
- (a) you receive a bursary from, or have your fees paid or subsidised by, a sponsor in which case IP ownership will be determined by the terms of the arrangement between you and your sponsor;
 - (b) you generate IP which builds upon existing IP generated by the College or is jointly invented with college employees or associates in which case you will be required to assign such IP to the College and will be entitled to a share of any revenue generated by that IP in accordance with the College's policy from time to time;
 - (c) you generate IP which builds upon existing IP owned by a third party or is jointly invented with third party and/or College employees or associates, in which case you will be required to assign such IP to the third party or the College and will be entitled to a share of any revenue generated by that IP in accordance with the College's policy from time to time; or
 - (d) you are an employee of the College and developed the IP in that capacity.

6.3 If during the course of your studies or research you have access to confidential information belonging to the College or a third party, you agree that you will only use that confidential information in connection with your studies or research and on such terms and conditions as have been agreed and notified to you and you will not without the prior consent of the College or the third party to whom it belongs disclose such confidential information.

7. Complaints

7.1 If you wish to complain about our recruitment or admission process, your programme or the facilities and services provided by the College you should do so under the Student Complaints Procedure which can be found on the College's website. Any issues can be reported through the college website complaints form (<https://macclesfield.ac.uk/complaints>), email (info@macclesfield.ac.uk)

7.2 Any complaints related to the compensation claims should follow the procedure outlined in the HE Refund and Compensation Policy available on the college website.

8. Other Contractual Arrangements

8.1 You may also have other contractual arrangements with other organisations, such as a sponsor or funder, the Student Loans Company or others. You must make sure that you understand these separate arrangements.

9. Cancellation Rights

9.1 Should the programme not recruit sufficient students as deemed by the College, the College reserves all rights to cancel the programme within 14 days of the programme commencement, with prior notification to the student and without any liability.

9.2 You can cancel your contract with the College within 14 days from the day you enrol without giving any reason by making a clear statement (e.g. a letter sent by post addressed to the Admissions Team or e-mail to info@macclesfield.ac.uk) – your 14 day cooling off period.

9.3 If you cancel your contract as described above, a Tuition Fee will not be incurred and the College will reimburse all payments received in respect of the cancelled contract except where you have asked the College to carry out a search with the Disclosure and Barring Service to let you start your course before the end of the cancellation period. Reimbursement will be made according to the College Refund and Compensation policy and process available

on college website. We will make the reimbursement using the same means of payment unless you have agreed otherwise and you will not incur any fees as a result of the reimbursement.

10. Third Party Rights

No third party has any rights to enforce any of these Terms or any term of your student contract.

11. Law and Jurisdiction

These terms and conditions are governed by English law and the Courts of England have exclusive jurisdiction.

12. Changes to Policies, Regulations, Codes and Other Information

12.1 The College may need to make changes to the other information it has given you, such as the policies, regulations and codes, but will normally only make such changes if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as changes to legislation or regulatory requirements, but the College will seek to minimise the impact of any changes on students and any negative impact on student experience.

12.2 You agree that the College may make such changes without seeking your express consent provided that you have been notified of the change before it takes effect.

Contact Information

Queries relating to these terms and conditions should be directed to: Deputy Principal

Macclesfield College
Park Lane
Macclesfield
Cheshire
SK11 8LF