


Reference Number: R49

Higher Education Student Terms and Conditions



Policy Review				
Author/Owner Sian Deasy	Position Head of Higher Education and Adult Learning	Approved by SMT Signed: 	Approval date 23.06.23	Review date Annually, at start of Academic year (1-year June 2024)

Document Control – Revision History (Policies only)

Author/Owner	Summary of Changes	Date	Version	Date last reviewed by SED	Recommend to SED Y/N
Sian Deasy	Minor amends. Updating of reference to Tier 4 Visa with Student Visa.	04.07.2021			
Sian Deasy	Minor amends, including updating URLs and Policy / Procedure names.	07.05.2022	v1		
Sian Deasy	Inclusion of contents table. Amendment of clauses which, in line with OIA guidance and post-Covid sector precedent, may be unreasonable attempts to limit liability. Inclusion of more detail of Criminal Convictions procedures.	15.06.2023	v2		

Initial Equality Impact Screening			
Have you consulted on this policy, service, strategy, procedure or function? Yes Details: Liaised with YCUC staff, feedback received from Open University colleagues as part of Institutional Approval event in 2023.			
What evidence has been used for this assessment? Review of policy to ensure no gendered pronouns. Made access to reasonable adjustments more explicit throughout the policy.			
Could a particular group be affected differently in either a negative or positive way? Indicate Y where applicable			
Group Age Disability Gender (incl. Transgender) Race (incl. Gypsy & Traveller) Religion or belief Sex Sexual orientation Marriage & civil partnership Pregnancy & maternity Other groups (see guidance)	Negative impact	Positive impact	Evidence
Please give details:			
If any negative impacts are identified, are there any related policies, services, strategies, procedures or functions that need to be assessed alongside this screening? If yes, please detail below: No			
Should the policy, service, strategy, procedure or function proceed to a full Equality Impact Assessment? No If no, please give reasons No negative impacts identified.			

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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 as outlined in point 1.4); (ii) your offer letter from Yeovil College (also known as the College or Yeovil College University Centre (YCUC) ("**Offer**")); and (iii) the online prospectus <https://www.yeovil.ac.uk/student-life/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 Administration, Yeovil College University Centre, Mudford Road, Yeovil, Somerset, BA21 4DR (Tel: 01935 845454 email: university.centre@yeovil.ac.uk).
- 1.3 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 outlined in point 1.4 as applicable to you) should you become an enrolled student. Such policies are available in the 'Policies and Reports'¹ section of the college website, and we advise all students to read them carefully.:
- 1.3.1 Admissions Policy (including those relating to Disclosure and Barring Service)²
 - 1.3.2 The College's Academic Regulations, including the Academic Misconduct Procedure, the HE Assessment, Extensions, and Extenuating Circumstances Policy, and the Academic Regulations of conduct for the Awarding Bodies connected with the College's Higher Education Provision³.
 - 1.3.3 Attendance Policy and Procedure

¹ <https://www.yeovil.ac.uk/policies-reports/>

² <https://www.gov.uk/government/organisations/disclosure-and-barring-service>

³ This would include, but not be limited to, the Academic Regulations for Taught Provision (<https://www.glos.ac.uk/information/article-categories/academic-regulations/>) for students on University of Gloucestershire programmes, the Regulations for Validated Awards of the Open University (available at <https://www.yeovil.ac.uk/policies-reports/>) for students on Open University programmes, and the requirements of the Pearson Programme Specification for students on Higher National programmes.

1.3.4 HE Fees Policy

1.3.5 The expectations described in the Student Charter

1.3.6 Acceptable Use of IT Policy

1.3.7 The College Health and Safety Policy

1.3.8 Learner Disciplinary Policy

1.3.9 Sexual Misconduct and Harassment Policy

1.3.10 Health, Wellbeing and Fitness to Study Policy

1.3.11 Academic Appeals Policy and Procedure

1.3.12 Data Protection Policy

1.3.13 Safeguarding and Prevent Policy and Procedure

1.3.14 Customer Feedback Policy and Procedure (including complaints)

1.3.15 HE Refund and Compensation Policy

1.3.16 Student Handbook (specific to each course)

1.4 Your acceptance of these terms and conditions (and the terms of the Contract) will be confirmed when you register and enrol annually with the College. These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or reflect changes in legal, regulatory, or technical requirements and advancements. As part of our standard quality assurance processes, we review our policies annually and biennially and therefore there may also be changes year on year. If these amendments occur after you have registered, you will be notified of any significant changes.

1.5 If your programme is affiliated with a professional association or third-party provider,

there may be a requirement for you to accept the terms and conditions of said parties. Details of these requirements are outlined where appropriate within the College literature (online or printed). Furthermore, additional information will be provided by your programme team in relation to such connections with professional bodies or third part organisations. By agreeing to the terms and conditions of this contract, you thereby agree to abide by any relevant professional bodies' terms and conditions.

- 1.6 If you do not enrol within 14 days of the start of the semester that your programme begins, or within the period of enrolment as advised by the College, the College reserves the right to refuse to enrol you and withdraw you from your programme. Students who are not enrolled on their programme are not entitled to attend classes, participate in assessments for any modules, or utilise any aspect of College premises or facilities (be this campus-based or online).
- 1.7 If you do not act in accordance with the Contract, or if you do not meet our expectations defined within the Student Charter, the Learner Disciplinary Policy, or outlined in other policies and procedures in section 1.3 including, but not limited to, the Acceptable Use of IT Policy, the Academic Misconduct Procedure, and the Sexual Misconduct and Harassment Policy, we may take disciplinary action against you. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.
- 1.8 As outlined in more detail in the Safeguarding and Prevent Policy and Procedure, the College has statutory duties and obligations to safeguard its learners, which may include sharing information or undertaking specific actions if something is disclosed to the college that affects these statutory responsibilities.
- 1.9 If, for an extended period of 3 successive weeks or more you fail to attend scheduled classes connected with your programme, the College reserves the right to review your academic progress and consult with the Awarding Body. Should persistent non-attendance continue, the College reserves the right to consider withdrawing you from your programme, in line with the provisions of the Attendance Policy and Procedure and / or the Fitness to Study Policy, as appropriate.
- 1.10 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.

- 1.11 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 All applications to undertake Higher Education studies will be as defined by the College's HE Admissions Policy⁴ and the policies and procedures of the Awarding bodies.
- 2.2 It is your responsibility to ensure that all of the information you provide in respect of an application or enrolment to the College is true and accurate. It remains your responsibility to ensure the College is kept informed with any changes to personal details, addresses and contact information which will be stored in line with GDPR requirements.
- 2.3 The College is fully committed to supporting students to achieve their potential and making reasonable adjustments to support those with disabilities in line with the Equality Act (2010). It is your responsibility to notify the College of any additional physical, mental, emotional, or other support need you may have. The HE Disability Support for Students policy⁵ outlines in more detail the kinds of support that might be available to support students to successfully complete their studies. Whilst students can disclose a support need at any time, including if a support need emerges during their time in study, we would encourage all students to let us know about any disability, learning difficulty, or long-term health condition at the earliest opportunity so that we can work with you to ensure appropriate support is in place.
- 2.4 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 and with Awarding Bodies, according to the circumstances.

⁴ Available at <https://www.yeovil.ac.uk/policies-reports/>

⁵ Available at <https://www.yeovil.ac.uk/policies-reports/>

- 2.5 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 of study. For qualifications listed on the UCAS Tariff, the College will use the UCAS Tariff in determining the nature of offers - www.ucas.com/ucas/ucas-tariff-points.
- 2.6 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. For students applying through UCAS, this will be in line with UCAS' required periods for students to respond to offers⁶.
- 2.7 If you have not confirmed your acceptance to study at the College prior to the commencement of enrolment, and following communications to you by the College, the College reserves the right to withdraw its offer of a place on a programme.
- 2.8 You may 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 Refund and Compensation Policy⁷.
- 2.9 As part of the admission process, you may be invited to an Admission Interview during the application and enrolment period. The purpose of this is to provide academic staff with the opportunity to ensure you have met the minimum entry requirements of specific courses and to ensure there is a reasonable expectation that you will be successful on your chosen course. The 'What Happens After I Apply?' guide⁸, available on the University Centre website, provides more detail of the interview process. If you require any reasonable adjustments to be made as part of the admissions or interview process, please inform us via universitycentre@yeovil.ac.uk.
- 2.10 You may be required, at the request of the College, to undergo Initial Assessments during the enrolment and induction period. The purpose is to assist academic staff in

⁶ <https://www.ucas.com/faqs>

⁷ Available at <https://www.yeovil.ac.uk/policies-reports/>

⁸ <https://www.yeovil.ac.uk/university-centre/about-ycuc/>

supporting your learning. These will be notified to you by the University Centre and relevant support will be provided, where required.

3. IMMIGRATION

- 3.1 If you are an international applicant, you will need to demonstrate, at the point of application, the relevant criteria in support of a successful Confirmation of Acceptance for Studies (CAS), in-line with UKVI policies and procedures. This will include verified proof of academic equivalency for entry to a programme; ability to demonstrate financial support for the schedule of your entire qualification; along with sufficient demonstration or certification of English language proficiency. This is in line with the College's HE Admissions Policy⁹. Should this not be demonstrated, any verbal, written or implied offer from the College may be revoked without liability.
- 3.2 If you are an international applicant, 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).
- 3.3 You must take responsibility for ensuring that you comply with the terms of your student visa and regulations as defined or amended by the UKVI whilst studying at the College.
- 3.4 The College is required to withdraw sponsorship of your student visa if you do not comply with Home Office/UKVI rules, including but not limited to:
- 3.4.1 your overall attendance is not deemed to be acceptable;
 - 3.4.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 3.4.3 you successfully complete your programme of study in a shorter period than originally planned.

⁹ Available at <https://www.yeovil.ac.uk/policies-reports/>
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- 3.5 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.
- 3.6 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 HE Fees Policy and Refund and Compensation Policy¹⁰.
- 3.7 On occasion, the College will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, and signing the attached Consent document, you consent to the College contacting the Home Office on your behalf and the Home Office releasing such information to the College.
- 3.8 On occasion, the College will be contacted by the Home Office or UKVI regarding the management and overseeing of records, in relation to students attending programmes sponsored by the College under the licence to sponsor migrant students. By accepting these terms and conditions of study you consent to the College discussing, if requested, individual records relating to residents from outside of the European Union, in order to maintain compliance of the orders of the Home Office and UKVI.

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, and any additional facilities provided by or supported by the Awarding Bodies, is subject to you complying with the terms of the Contract and registering with the College.
- 4.2 You must fulfil the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments in line with the HE Assessment, Extensions and Extenuating Circumstances Policy, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the College and partner universities in line with the

¹⁰ Available at <https://www.yeovil.ac.uk/policies-reports/>

Attendance Policy and Procedure¹¹.

- 4.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the College's Learner Disciplinary Policy and Procedure¹².
- 4.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must notify the College in writing via universitycentre@yeovil.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. You do not need to declare the specifics of the offence at this stage, but the University Centre team will provide you with a template to complete to share more details of the offence which will be provided directly to the Designated Safeguarding Lead or a nominated deputy to review. The offence will be reviewed against risk assessment criteria to identify whether it is possible for you to undertake your chosen programme of study. This will be considered both in light of the specific requirements of your programme of study including the requirements of any professional, statutory, or regulatory bodies, but also in light of the potential risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk assessment process will be communicated to you clearly and in writing. For some programmes disclosure of spent convictions may also be required, as specified by Admissions.
- 4.5 If you commit an offence whilst you are an enrolled student, this will need to be declared to universitycentre@yeovil.ac.uk immediately. You do not need to declare the specifics of the offence at this stage, but the University Centre team will provide you with a template to complete to share more details of the offence which will be provided directly to the Designated Safeguarding Lead or a nominated deputy to review. The offence will be reviewed against risk assessment criteria to identify whether it is possible for you to continue on your programme of study. This will be considered both in light of the specific requirements of your programme of study including the requirements of any professional, statutory, or regulatory bodies, but also in light of the potential risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk

¹¹ Available at <https://www.yeovil.ac.uk/policies-reports/>

¹² Available at <https://www.yeovil.ac.uk/policies-reports/>

assessment process will be communicated to you clearly and in writing.

- 4.6 As part of the Admissions process you will be requested to provide evidence of your identity.

5. FEES AND PAYMENT

- 5.1 By accepting an Offer to study Higher Education at the College you are confirming that you accept your responsibility to ensure your programme tuition fees are paid in accordance with the published HE Fees Policy¹³. You also agree to be bound by the College's regulations on the payment of fees, refunds and financial liability of students in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time.
- 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.
- 5.3 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), core textbooks, uniform/sports kit, 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. Information about specific costs related to each programme of study can be found in the 'Course Expenses' section of the course listing on the website. You shall have primary responsibility for payment and ensuring appropriate provision is in place to successfully complete your programme. Students with outstanding tuition fees will not be permitted to graduate.
- 5.4 In the event that a student needs to repeat tuition and/or assessments, these will incur additional fees, as outlined in the HE Fees Policy [.](#)
- 5.5 If you are required to undertake repeat tuition and/or assessments as a result of a Board of Examiners' decision, you will be liable for any additional costs associated as outlined in the HE Fees Policy.

¹³ Available at <https://www.yeovil.ac.uk/policies-reports/>

- 5.6 The College may pursue legal proceedings against you if you have outstanding fees. 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. The College also reserves the right to pursue full payment of any debts owed, including relevant administration or other costs associated.
- 5.7 If you have any concerns regarding payment of fees or require further information about programme fees please contact the HE Administration Team on 01935 845454 or through universitycentre@yeovil.ac.uk

6. PROVISION 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 the publication of course information online, 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. These may include, but are not limited to, if Awarding Organisations or Professional, Statutory, or Regulatory Bodies update a specification, make changes to the requirements to achieve a particular course, or require alternative content to be covered in order for students to achieve the qualification, or, for example, if funding bodies vary the criteria required for a programme to receive public or Student Loans Company funding. 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 prior to the start date of the programme, and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified, or advise accordingly on alternative provision. If the College is unable to provide a suitable replacement programme, you, or the College, 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. See the Student Protection Plan and Refund and Compensation Policy¹⁴.

7. LIABILITY

7.1 If the College fails to comply with these terms and conditions, the College is responsible for loss or damage you suffer that is a foreseeable result of the College breaking this contract or the College failing to use reasonable care and skill to mitigate

¹⁴ Available at <https://www.yeovil.ac.uk/policies-reports/>

or respond appropriately to a scenario. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the College and you knew it might happen.

- 7.2 For more information about the College's obligations surrounding data protection and personal data, please refer to the Data Protection Policy¹⁵.
- 7.3 The College does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the College's negligence or the negligence of the College's employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 7.4 The College is not liable for business losses and will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.5 If an act, event or omission beyond the reasonable control of the College (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible for the College to provide relevant education services, then the College is under no obligation to provide such services, however, reasonable steps will be taken to minimise the disruption to those services, as outlined in the Student Protection Plan.

8. CANCELLATION OF OFFER AND REFUND POLICY

- 8.1 The Contract between you and the College will commence from the date on which you accept your Offer of a place upon a Higher Education programme. 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. Refer to the Refund and Compensation Policy and HE Fees Policy¹⁶ for further information.
- 8.2 The 14 day cancellation period and your right to cancel the Contract without liability will start from the date of the College's acceptance/confirmation of the place.
- 8.3 To exercise your right to cancel, you may inform the HE Administration Team, Yeovil

¹⁵ Available at <https://www.yeovil.ac.uk/policies-reports/>

¹⁶ Available at <https://www.yeovil.ac.uk/policies-reports/>

College University Centre, Mudford Road, Yeovil, Somerset, BA21 4DR (Tel: 01935 845454 or email: university.centre@yeovil.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 Administration Team, Yeovil College University Centre, Mudford Road, Yeovil, Somerset, BA21 4DR, or as a scanned attachment to university.centre@yeovil.ac.uk. The University Centre team will acknowledge receipt of your correspondence.

- 8.4 Full time first year applicants must also withdraw their application through UCAS Track. Students should also contact Student Finance England and withdraw their application for funding.
- 8.5 Subject to Clause 7, if you cancel your Contract in accordance with this Clause 8, 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 working 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.
- 8.6 If you began your programme during the cancellation period and you cancel during the cancellation/preparatory 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. See Refund and Compensation Policy.
- 8.7 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). However, any withdrawal following the expiry of the cancellation period (including after enrolment) will be subject to the terms and conditions as set out in the HE Fees Policy . Students in receipt of a Student Loan may be required to repay their loan under the Terms and Conditions of the Student Loans Company¹⁷.

¹⁷ <http://www.studentloanrepayment.co.uk/>

8.8 If you cancel your contract following expiry of the cancellation period, the College's HE Fees Policy clearly defines any financial obligation or refund that would be appropriated to you.

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. However, by accepting these terms and conditions you affirm the right of the College, with agreement from you, to utilise any intellectual property produced by you in the promotion of the College, with due recognition of your work. Notwithstanding all intellectual property rights will also be a matter discussed with awarding bodies or University partners of the College.

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 tuition fees in accordance with the College's HE Fee Policy¹⁸;

10.1.3 The College has evidence/information reason to believe that having appropriately followed the Attendance Policy and Procedure and / or the Fitness to Study Policy you are still not engaging appropriately with your studies, or that you may have left the programme without following published Learner Disciplinary Policy and Procedure¹⁹;

10.1.4 Action has been taken against you in accordance with the College's

¹⁸ Available at <https://www.yeovil.ac.uk/policies-reports/>

¹⁹ Available at <https://www.yeovil.ac.uk/policies-reports/>

Learner Disciplinary Policy;

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

10.1.6 Matters of significant academic misconduct have been confirmed and upheld, with a recommendation of withdrawal from the programme.

10.2 In addition, the College may end the Contract by written notice (letter or email) 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, for example, but not limited to, you have applied to undertake a programme which requires you to undertake a certain number of hours of professional placement (e.g. teaching practice) but you are no longer working in the sector and no longer have access to appropriate placement opportunity, or you are banned from the College site owing to poor behaviour;

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. We will retain your personal data in line with our Data Retention Policy.

11. REQUIREMENTS ON TERMINATION OF THIS CONTRACT

11.1 Following the rights of internal appeal, 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**²⁰

12.1 The College will collect and use your personal information in accordance with the General Data Protection Regulation (EU) 2016/679 and as set out in the College's privacy policy²¹.

13. **SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT**

13.1 The College normally sends communications via email to the student's College email account. Email communications may also be sent to the student's preferred or nominated 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, that your College e-mail account is regularly monitored (checked at least one per week), and that your nominated or preferred e-mail account is regularly monitored (checked at least every other day).

13.3 Letters shall be deemed to have been properly served (i.e. the College deems you have now received the letter) 48 hours after posting if sent by first class post, or three working days after posting if sent by second class post. Correspondence sent by email

²⁰ <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

²¹ <https://www.yeovil.ac.uk/privacy-policy>

to your nominated or preferred email address shall be deemed to have been properly served 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 student's College email account, nominated or preferred email account, and/or through communications sent to the home or main residence.

13.5 The College will not be held responsible for any missed or missing communications sent directly to students by 3rd party organisations – such as Awarding Bodies or Partner Universities.

14. APPEALS AND COMPLAINTS

14.1 Complainants should refer to the College's Customer Feedback Policy and Procedure (Including Complaints)²² and follow the directions described. This procedure 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 remain dissatisfied; you have the right to make a complaint to the Office of the Independent Adjudicator²³ the ombudsman 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

²² Available at <https://www.yeovil.ac.uk/policies-reports>

²³ <http://www.oiahe.org.uk/>

under this contract. However, you should be aware that some associated policies and procedures (for example, the Academic Appeals Procedure²⁴) or access to some external routes of appeal (such as to partner universities or the Office of the Independent Adjudicator) may be subject to time limitations, and delay may mean access to potential remedy is lost.

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.

If this document is required in an alternative format, please contact Yeovil College University Centre on 01935 845454 or via email: universitycentre@yeovil.ac.uk

²⁴ Available at <https://www.yeovil.ac.uk/policies-reports>

HIGHER EDUCATION COURSE OFFER CANCELLATION FORM

Please complete form and send to university.centre@yeovil.ac.uk or:

Yeovil College University Centre
Mudford Road
Yeovil
Somerset
BA21 4DR

I hereby give notice that I wish to cancel my contract with the College as follows:

Applicant name	
Applicant address	
Applicant reference number/UCAS ID	
Programme name	
Programme code/UCAS code	
Reason for cancellation	

Applicant signature _____

Date _____

**YEOVIL COLLEGE UNIVERSITY CENTRE
Mudford Road
Yeovil
Somerset
BA21 4DR**

CONSENT DOCUMENT

I hereby give my consent for Yeovil College University Centre to share my personal data with the UK Home Office regarding the management and overseeing of records, in relation to students attending programmes sponsored by the College under the Tier 4 Licence.

By accepting these terms and conditions of study you consent to the College discussing, if requested, individual records relating to residents from outside of the European Union, in order to maintain compliance of the orders of the Home Office and UKVI.

Name	
Signature	
Date	