

## **Cheshire College – South & West**

### **The Student Contract - Information and Conditions of Offer**

#### **Introduction**

Before you accept an offer of a place to study on a higher education programme at Cheshire College – South & West, it is important that you read these contract conditions.

These contract conditions (and any documents referred to in them) together form the legal contract between us. Please ask us to explain anything in this document that you do not understand.

#### **1. The Legal Contract**

1.1 When you accept the offer of a place at Cheshire College – South & West, a legal contract will come into existence between you and us on the terms set out within in these contract conditions.

1.2 The legal name of the College is Cheshire College – South & West and is referred to as ‘Cheshire College – South & West’, ‘CCSW’, ‘the College’, ‘us’ or ‘we’ within this document.

1.3 Any offer of a place made to you by the College is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the College. That contract comes into force when you inform us that you accept your offer. Acceptance of the offer must be in writing (in the form of a letter or email to our Admissions department) either direct to the College or through UCAS or any other agency.

#### **2. Conditional and Unconditional Offers**

2.1 The term ‘unconditional offer’ is part of the national admissions terminology and relates to the academic conditions of the offer. All other conditions (as detailed in this letter, or within the College Regulations, or communicated to you via UCAS, or at interview) apply.

2.2 If this offer is ‘unconditional’ it has been made on the basis of the academic qualifications you have presented to the College either on your application form or, if you applied during ‘Clearing’, on the basis of the information you provided to the College via the telephone or the internet. You must provide documentary evidence of the qualifications you have indicated to us and on which the decision to offer a place has been based.

The College reserves the right to verify the qualifications with the awarding Institution. This offer, the contract you will enter into by accepting it and membership of the College are subject to the requirement that you hold the qualifications and that the College receives documentary evidence of them. If you fail to meet this requirement, the offer may be withdrawn and your contract with, and membership of, the College may be terminated. Any delay or failure by the College over the exercise of its rights shall not impair or affect the rights or waive the requirement.

2.3 If your offer sets out conditions which you must meet, failure to meet those conditions will result in your offer of a place with the College being automatically withdrawn and the contract will terminate.

2.4 We try to make sure information provided in your offer is accurate. However, sometimes errors may occur. If we become aware of any errors in your offer letter after we send it to you but before you accept your offer, we will provide you with the correct information by the same means as the offer letter was sent. Any subsequent acceptance of a place by you will be deemed to be on the basis of the corrected information.

### **3. Payment of fees**

3.1 At the beginning of your course you must make arrangements satisfactory to the College for the payment of your fees. You will be invoiced by the College for the full amount or remaining portion of your fees for each year of the course if you do not have, (for each year of your course), EITHER:

- financial support via Student Finance England, Wales, Northern Ireland or Student Awards Agency for Scotland (SAAS) **OR**
- a legally binding document to the College's satisfaction from an employer or a sponsor indicating responsibility for the payment of your fees in full or part (please see Data Protection statement for disclosures)

3.2 It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the College's Finance department at enrolment or as soon as possible thereafter.

3.3 If you are self-funding and have to pay your own fees, payment can be made in the following ways:

- Payment Online via the College's website at the College's Online Store which can be found under Quick Links – please ensure you enter your College Student ID number when making a payment
- Paying by credit or debit card over the phone by calling 01244 656411

3.4 If you are being sponsored, perhaps by your employer, you will need to provide written confirmation from your employer in a form satisfactory to the College. The confirmation is required to be on your sponsor's official letter headed paper and must include their invoice address, your full name, the title of your course and the maximum amount that they will pay. We may also accept an official Purchase Order from your employer. Failure to provide this information will result in you being invoiced for the full cost of your fees.

3.5 This sponsor letter or official Purchase Order may be sent as an email attachment, posted or handed in or as shown below:

- Email attachment to: [sales.ledger@ccsw.ac.uk](mailto:sales.ledger@ccsw.ac.uk)
- Post to: Finance Department, Cheshire College – South & West, Off Sutton Way, Ellesmere Port, CH65 7EF
- Hand deliver to: Reception at any of our campuses, please ensure your documents are in a sealed envelope marked for the attention of Finance Department

3.6 If your tuition fees are being paid for by Student Loans, Student Finance England, Student Finance Wales, Student Finance Northern Ireland or Student Awards Agency for Scotland (SAAS) then we will receive electronic confirmation of the level of tuition fee loan/grant you have been allocated directly from the SLC, therefore you do not need to submit your assessment letter as confirmation. You remain responsible for payment (or seeking other third party contributions) in relation to any shortfall between your loan/grant and the total fees payable.

#### 4. Total Fees

4.1 Please note that the total amount of the tuition fees payable is for the duration of your course, we ask you to pay your tuition fees per year of study. The College sets its tuition fees annually and these are set out in the Tuition Fee policy and published in the Access and Participation Statement.

4.2 The College's Tuition Fee policy establishes tuition fee liability as follows:

##### Higher Education Learners Liability – September Start\*

Liability point	Start Date	End Date	Liability	Refund
Liability 0 (L0)	Date of enrolment	Within 14 days after date start Midnight	0%	100%
Liability 1 (L1)	TBC	TBC (Midnight)	25%	75%
Liability 2 (L2)	TBC	TBC (Midnight)	50%	50%
Liability 3 (L3)	TBC		100%	0%

\*HE Learners Liability for September 2022 Entry will be included in the approved Tuition Fee Policy 2022-23.

4.3 Tuition Fees are mandatory costs and include the following:

- Scheduled course tuition, academic, technical and administrative support, use of course equipment and facilities;
- Course-related induction activities;
- Course assessment and awards;
- Access to the College's library and online resources, including on-campus wifi, networked and remote access to the College's virtual learning environment;
- Use of the College's estate and resources for scheduled activities and learning support;
- Use of the College's technical equipment and materials identified by the course teaching team as essential for the completion of the course.

4.4 If you fail to pay your tuition fees as and when they fall due:

- we reserve the right to temporarily suspend you from the course until the outstanding tuition fees are paid
- we reserve the right to withdraw you from your course if you do not pay the outstanding tuition fees.
- we may withhold from you any assessment grades, which would otherwise have been made to you and/or refuse to allow you to proceed and progress on your course until all outstanding tuition fees have been paid, or payment arrangements agreed; and/or

- we may pass any unpaid fees or other charges to a debt collection agency to recover the debt from you or pursue a claim against you through the Civil Courts for the cost of the outstanding tuition fees

4.5 Any 'Additional Costs' are over and above the tuition fees. Any such costs are course specific and fall outside of the 'tuition fee' costs and you will be made aware of these by the course team at the interview stage. 'Additional Costs' may include, for example, the cost of text books and other learning materials, the cost of any associated trips or residentials for your course and the costs of joining a professional body associated with the nature of the course.

## **5. College Regulations, Policies and Procedures**

5.1 In accepting an offer of a place at the College, you are agreeing to comply with the provisions of all the College's student regulations, policies and procedures that apply to enrolled students as amended from time to time. The current policies can be found on the College's Higher Education website (<https://he.ccsw.ac.uk/>)

5.2 For your information, the website contains a summary document which gives an overview of each policy setting out important provisions you should be aware of such as: the College's academic regulations, misconduct and disciplinary codes, information technology, tuition fees and financial arrangements, fitness to practise and fitness to study, and requirements in relation to DBS checks. The summary document provides a short overview of each policy and is not intended to be read in place of the full regulation, policy or procedure. It is your responsibility to ensure you are familiar with the full regulations, policies and procedures. Please contact us if you require assistance in understanding any of the regulations, policies and procedures.

5.3 The College reserves the right to make reasonable changes to its policies where in the opinion of the College this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- To review and update the policies to ensure they are fit for purpose;
- To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- To incorporate sector guidance or best practice;
- To incorporate feedback from students; and/or
- To aid clarity or consistency of approach.

5.4 Any changes will normally come into effect at the start of an academic year, although may be introduced during an academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances.

5.5 The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to regulations, policies and procedures before they take effect, or by phasing in the changes, if appropriate.

5.6 Any updated policies will be made available on the College's website and may be publicised by other means so that students are made aware of any changes.

## 6. Disclaimers

6.1 The College will make reasonable efforts to provide educational services as described in its prospectus or in other documents issued by it, to appropriately enrolled students. Sometimes circumstances beyond the control of the College mean that it cannot provide such educational services. Examples of such circumstances include:

- industrial action by College staff or third parties
- the unanticipated departure of key members of College staff
- power failure
- acts of terrorism
- damage to buildings or equipment
- the acts of any governmental or local authority; or
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

6.2 In these circumstances, the College will take reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution (where possible), or by delivering a modified version of the same course.

6.3 To the full extent that is possible under the general law the College excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances. The College does not exclude or limit in any way its liability for:

- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation.

6.4 The College does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## 7. Changes to Courses

7.1 The prospectus is prepared in advance of the academic year to which it relates so that potential students and other interested parties are able to research potential higher education providers and courses in good time. The College will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the College's prospectus for the academic year in which you begin the course. However given the period of time between our prospectus being prepared and enrolment for the academic year, details of the course may be subject to some change.

## 7.2 Course Changes or Cancellation Up to Six Months Prior to Enrolment:

The College will be entitled to make reasonable changes to the material information relating to your course (including to the content and syllabus of the course where developments in the subject area make that necessary, or to the location of the course or the method of delivery of the course) up to six months prior to enrolment. Changes will usually be made on this basis for one or more of the following reasons:

- to enable the delivery of a better quality of educational experience to students enrolled on the course, including to account for feedback from previous and existing students;
- to account for changes in theory, recent research and best practice so as to ensure the course content is accurate, up to date and serves the best interests of students;
- to meet new or revised legal, regulatory, professional standards and requirements of accrediting bodies;
- where the prospectus expressly states that the course may be subject to changes or cancellation for specific reasons; and
- due to circumstances outside the reasonable control of the College.

In making any such changes, the College will aim to keep the changes to the minimum necessary to achieve the required purpose and will notify affected students in advance about any changes that are required.

7.3 If the College changes your course and you are not satisfied with the changes, you should notify the College in writing within 14 days of receiving information about the change. The College will inform you of other similar alternative courses or modules (as the case may be).

7.4 If no alternative is suitable to you, you will be entitled to withdraw from the programme. The College will also offer you reasonable support in your efforts to transfer to another provider.

## 7.5 Course Changes or Cancellation within Six Months Prior to Enrolment and/or After Enrolment:

The College will use reasonable efforts to ensure it does not make changes to the material information relating to your course within six months of Enrolment or after your course has started. However, sometimes this may be necessary, such as:

- to enable the College to deliver a better quality of educational experience to students enrolled on the course, and/or where such changes will not reasonably cause a detriment to any student;
- to account for changes in theory, recent research and best practice so as to ensure the course content is accurate, up to date and serves the best interests of students;
- to meet new or revised legal, regulatory, professional standards and requirements of accrediting bodies;
- due to circumstances outside the reasonable control of the College.

7.6 The College will carry out an assessment before implementing any changes and will only implement them if the College reasonably considers the change to be fair or unavoidable. If you disagree with the College's assessment in this regard, you may raise your concern under the College's complaints procedure.

7.7 Should the College wish to implement changes to the material information relating to your course for reasons other than those outlined above then the College will notify affected students (or representatives appointed on behalf of such students where those affected are significant in number) and will engage in a process of consultation accordingly.

7.8 The College will not cancel a course within six months prior to enrolment or afterwards unless:

- it is strictly necessary as a result of revocation, withdrawal or discontinuance of accreditation, validation or certification from a mandatory body relating to the course; or
- due to circumstances outside the reasonable control of the College.

In which case the College will use its best efforts to let you know as soon as reasonably possible, inform you of suitable alternative course and if such alternatives are not suitable you will be entitled to withdraw from the course without any other study with the College and receive a refund of any tuition fees paid.

7.9 COVID 19- During the 2021-22 academic year our teaching sites are open, and we look forward to seeing students and staff on site. Due to Covid-19, our educational model for teaching and learning is subject to change in response to Government and Public Health England advice and requirements. Where there are changes to the delivery model students will be informed and teaching will continue but this may be through an on-line or blended applied learning approach. This means that students will experience a mixture of on-campus teaching and digital, off-campus learning.

7.10 Where there are changes to assessment activity the College will work with awarding bodies and partner Universities to ensure all students are informed and are able to fulfil the assessment evidence requirements of their course.

7.11 Students are expected to commit to protecting the health of everyone within the college and wider community and therefore abide by new habits and adjustments that are needed during the pandemic, all of which are to enable academic and social activity to take place as safely as possible.

## **8. Students with Disabilities / Difficulties**

8.1 The College welcomes applications from those with disabilities and / or difficulties and is committed to discharging its duty under the Equality Act 2010 (i.e. where a College provision, criterion or practice puts disabled applicants and students at substantial disadvantage in comparison with those applicants/students who are not disabled, to take reasonable steps to avoid the disadvantage.) Although it is rare, it should be noted that the College will not always be in a position to make adjustments that students request as they may not be reasonable in the particular circumstances.

8.2 Where an applicant/student has complex needs the College will liaise with the applicant/student and review whether it is possible to make the adjustments as soon as it can following disclosure of the disability / difficulty. This review may include an information interview and/or an assessment of need to enable the College to get a better understanding of the applicant's/student's needs and the College's ability reasonably to meet them. The College will confirm the position as soon as possible.

8.3 Applicants/students have no obligation to disclose a disability and if they do disclose it, they have a right to request that it remains confidential. It is important for applicants/students however to be aware that if they do not disclose details of their disability the College may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of your course or in rare circumstances, that the requested adjustments cannot be implemented. If you have a disability and have not declared it, please contact the College's Learning Support and Student Welfare Manager.

## **9. Cancellation Rights**

### **Right to Cancel**

9.1 You have a statutory right to cancel this contract within 14 days of it being made without giving any reason. This period expires 14 days after the date on which you accept your offer.

9.2 To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The College is very happy for you to just send an email to [admissions@ccsw.ac.uk](mailto:admissions@ccsw.ac.uk)

### **Effect of Cancellation**

9.3 If you cancel this contract as set out above, the College will reimburse to you any payments received from you. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and the College have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### **Cancellation after the statutory cancellation period**

9.4 If you cancel the contract after the 14 day cancellation period noted above has expired, the College will not refund any payments received from you. Depending on when and for what reason you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the College's Tuition Fee Policy.

### **Courses that begin within the statutory cancellation period**

9.5 If your course is due to begin within 14 days of the date on which you accept our offer, by accepting that offer you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you may be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation, as set out in the College's Tuition Fee Policy.

## **10. Data Protection / GDPR**

10.1 To see how the College uses the personal information you provide to us, please see the privacy statement on the College's website which can be found here: <https://www.ccsw.ac.uk/privacy-statement/>

## 10.2 HESA Student Collection

We are required to send some of the information we hold about you to the Higher Education Statistics Agency (HESA). This forms your HESA record.

Further details can be found on the following HESA web pages:

Student Collection Notice link: <https://www.hesa.ac.uk/about/regulation/dataprotection/notices>

## 10.3 Partner University Data Collection

If your course is delivered in collaboration with one of our partner universities (University of Chester, University of Derby or University of Wolverhampton) then we are required to send some of the information we hold about you to the partner university. This information will be used to inform your student record held at the relevant university. For more details please refer to the College's privacy statement: <https://www.ccsw.ac.uk/privacy-statement/>

## 11. General

11.1 If any provision of the contract between you and the College is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

11.2 The contract between you and the College shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

11.3 The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.