

BASINGSTOKE
COLLEGE of
TECHNOLOGY



STUDENT TERMS & CONDITIONS

For Higher Education Students

Version 1.2 July 2019

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1. Introduction

1.1. This document governs the relationship between you (a person enrolling onto a Higher Education course at the college and Basingstoke College of Technology (“**the College**”), and sets out the contract terms between us (“**the Terms and Conditions**”).

1.2. The College is an independent corporation with charitable status established by The Further & High Education Act 1993 and its registered office is at Worting Road, Basingstoke, RG21 8TN.

1.3. Higher Education courses are Higher National Certificate (HNC), Higher National Diploma (HND), Foundation Degree and Degree level courses for which Higher Education Public Grant Funding and/or Student Support Funding is available.

1.4. Higher Education students at the college are either directly funded or indirectly funded. Directly funded students are subject to just these terms and conditions. Indirectly funded students (i.e. students registered at another institution and attending the college for delivery of their course) are subject to both these terms and conditions (where applicable) and the terms and conditions of the institution they are registered with.

1.5. These Terms and Conditions apply following either your acceptance of an offer for a place on a course (directly funded UCAS applicants) or your enrolment on a course delivered by the College (all other HE students).

1.6 These terms and conditions apply for all enrolments onto courses in the 2019/20 academic year and will continue in-force until revised.

1.6. You also agree to observe the Student Regulations in accordance with clause 4 of these Terms and Conditions.

1.7 For overseas students some of the provisions in these terms and conditions will vary and we will discuss this with you.

1.8. These terms and conditions are designed to ensure that you study in a safe learning environment and that you understand your responsibilities and those of the college.

2. UCAS, offers and enrolment

2.1. You can accept an offer of a place made by the college by following the steps set out in your offer letter. You must do this by the date given to you by UCAS or, if you are not applying through UCAS, by the date set out in your offer letter.

2.2. On acceptance of an offer and compliance with any conditions set out in the offer, and subject to the course recruiting sufficient students to be viable to run, you will be entitled to enrol with the college for the academic year set out in the offer. You must enrol with the college in accordance with any instructions provided to you. If you do not do so, you will not be permitted to enrol with the college and these Terms and Conditions will terminate.

2.3. On enrolment you will become a Student of the College. When you enrol we will ask you if you have any disabilities or learning difficulties. We are committed to supporting all students and in some cases we will undertake a learning needs assessment with as part of your enrolment.

2.4. You may not be permitted to enrol with the College if:

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- you do not show your identification documents in person to the College and/or you do not have the correct visa documentation;
- you have provided incorrect or misleading information in a document relating to the application or in any other document;
- you do not have the right to study in the United Kingdom;
- you have a relevant criminal conviction contrary to the College's Criminal Convictions Policy;
- you do not have Disclosure and Barring Service clearance, where this is required for your course;
- a risk assessment conducted by the colleges identifies concerns that could affect the safety of other learners, staff or visitors;
- you did not pay the tuition fees and charges or, where applicable, provide information regarding the payment of tuition fees as required by the college;
- you have an outstanding debt to the College;
- you did not complete an earlier course at the college to a required standard;
- you have been suspended or withdrawn from an earlier course;
- the college has decided not to run the course you wish to enrol on;
- the college does not believe the course is suitable for you;
- you did not meet the conditions set out in your offer letter;
- you are not eligible to study in the UK.

2.5. At the end of your period of study and completion of your course work and/or exams your enrolment ends and you are no longer a student member of the college. If your course duration is of more than one academic year you will be required to re-enrol onto the subsequent year(s), under the same conditions as those noted above.

2.6 When you enrol on a course an agreement between you and the college is formed. You will be required to confirm your understanding of, and agreement to, these terms and conditions as part of your enrolment process.

3. Cancellation

3.1. If you applied through UCAS directly to the college then you have the right to cancel these Terms and Conditions within 14 days after accepting the offer, following the instructions provided by UCAS.

3.2. If you applied directly to the college then you can cancel your place at any point prior to enrolment on to the course or the course starting, whichever is the later. You can do this for any reason and you do not have to give the college a reason for your cancellation.

3.3 If the course does not recruit a sufficient number of students to make it viable for the college to deliver then the college will cancel the course and inform you of this as soon as is possible. The college will assist you in finding an alternative programme to study, either at BCoT or at another institution. The decision whether to cancel a course due to financial viability rests solely with the college and is at its absolute discretion.

3.4 No fees are payable to the college in the event of cancellation of the offer prior to the course starting. If you or anyone on your behalf has made a payment to us and these Terms and Conditions are cancelled in accordance with 3.1, 3.2 or 3.3 the college will reimburse such payment, subject to deduction of a £20 administration charge, to the person who has made payment.

3.5. Section 10 of these terms and conditions deals with termination after the course has started.

4. The Student Regulations

4.1. When you enrol you agree that you will observe the Student Regulations.

4.2. The “**Student Regulations**” are the College’s policies and procedures made available to you on the college’s Intranet/VLE

4.3. The Student Regulations contain important information about the expectations that the College has of you as a student and the relevant procedures and processes to be followed. These include the standards of behaviour expected (including how the College deals with academic misconduct), engagement with your studies and attendance at College, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your programme and how your programme and examinations (including assignments) will be assessed. The Student Regulations set out how you can raise complaints and concerns to the College

4.4. The College reserves the right to make reasonable changes to the Student Regulations. Any such changes will normally come into effect at the start of an academic year. If you have any concerns about the rationale or effect of any change to the Student Regulations, please contact the Director of Student Experience.

5. Your Programme (sometimes also referred to as your Course)

5.1. Following your enrolment, the College will, subject to these Terms and Conditions, provide you with a place on the Programme.

5.2. The College will make reasonable efforts to deliver your Programme as described in the relevant printed or online prospectus for the academic year.

5.3. The College will provide you with tuition and other teaching and learning support associated with your Programme with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.

5.4. The College will assess you in accordance with the validating institution or awarding body requirements as applicable.

5.5. Provided that you have registered for and pursued your Programme, paid the Tuition Fees, fulfilled the criteria for qualification set out in the programme specification for your Programme and the Student Regulations and otherwise complied with the Student Regulations, the College will apply to the validating university or awarding body to grant your award.

5.6. If you are registered with another institution your award will also be subject to your compliance with its own separate Terms and Conditions.

6. Fees

6.1. The College charges tuition, registration and examination fees for its programmes (“**the Fees**”). These fees are published on our website and in printed course guides and prospectuses. The college may update these fees at any time and at its discretion.

6.2. You are responsible for payment of the fees. All fees are payable at the point of enrolment except in the following circumstances:

- you have entered into a staged payment plan with the college
- your employer or another organisation has agreed to pay your fees and you have ensured the college has received a suitably authorised commitment from the fee paying organisation of their undertaking
- you are taking a Student Loan to pay your fees
- You have ECLAS training credits which can be used to pay your fees

6.3. There may be additional costs relating to your Programme (“**Additional Costs**”) which you are asked to pay to the College or to a relevant third party. Additional Costs may include field trips, theatre and museum visits, texts, materials, specialist clothing and printing costs. Any such costs that are essential for the course will be notified to you prior to your enrolment. Any other costs you are requested to make during your course are optional at your discretion, they are not mandatory in order to complete the course.

6.4. Other policies in relation to other fees may be published by the college and will be made available to you if they are relevant.

6.5. HE Student Loans. If you are paying your course fees with an Advanced Learner Loan we encourage you to start your application well ahead of the start of your course as it can take some time for applications to be processed. The College will require you to provide evidence that you have made your application before you are enrolled on the course. If your application is being processed by Student Loans when the course starts the college will permit you to start the course and continue on it for a period of no more than six-weeks. At this point if your application has not been completed we will review its status with you but you will not be permitted to continue on the course until the loan is finalised. It is your responsibility to make the loan application and to provide the required information to Student Loans in a timely manner to enable your application to be processed.

6.6. If, when you enrol, you inform us that your employer or another organisation is responsible for your fees we will require you to provide evidence to us of that commitment. Until that commitment is received your enrolment will not be completed and you will not be able to start your course. The employer or organisation remains liable for your fees even if you leave their employment.

6.7. If you chose to pay your course fees by staged payment plan you are obligated to maintain the payment plan, even in the event of you choosing or not being able to continue the course.

6.8. If you owe the college money at the end of your course for any reason, the College reserves the right to withhold your award until the matter is resolved.

7. Our obligations to you

7.1. The College will use its reasonable efforts to provide you with appropriate access to a number of educational and other resources, including:

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- (a) The library and suitable learning resources, including online learning resources;
- (b) IT infrastructure, including a College email account;
- (c) Pastoral support; and
- (d) Careers, employability and placement advice and support.

7.2. The College will have in place appropriate regulations and policies, including the Student Regulations, to govern your Programme and your time as a student of the College, which it will make available to you and operate fairly and reasonably.

8. Your obligations to the College

8.1. You understand that following enrolment you are a student member of the College community and agree that as such you will behave respectfully to all other members of our community.

8.2. You agree that you will familiarise yourself with and adhere to the Student Regulations and other regulations and policies that are brought to your attention. You agree that you will wear your ID badge at all times whilst on campus and comply with the terms of use for ID Badges.

8.3. You agree that you will participate reasonably in College procedures, including those contained within the Student Regulations and, if a sanction is awarded against you, including but not limited to a fine, you will comply with it. This includes smoking only in the designated areas, not smoking on the Worting Road in front of the College and abiding by the college's car parking regulations.

8.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend lessons, seminars and tutorials, submit assignments, undertake work experience/placements, enrichment activities and examinations required as part of your programme of study unless agreed otherwise with the College because of extenuating circumstances.

8.5. You will use your College email account or the relevant College virtual learning environment for all communications with the College. You understand that the College will use your College email account to formally communicate with you following enrolment (unless the College agrees otherwise). As such it is the College's expectation that you will check your College email account daily and you agree to do so at least once a week. You agree to follow and abide by the college's IT Code of Conduct.

8.6. You will take reasonable care of the health and safety of yourself and others within the College community and will co-operate with the College in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the College.

8.7. You agree that you will disclose details of any criminal conviction received during your time at the College that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with the College.

8.8. You agree that you will keep the contact information provided to the College up to date and inform the College promptly of any changes to this. You will also, where applicable, inform the College immediately of any changes to your immigration status.

8.9. You agree at all times to act and behave in an appropriate manner and in accordance with the student code of conduct.

9. Complaints

9.1. The College has in place policies setting out how complaints may be made.

9.2. Following enrolment, you may raise a complaint about your Programme or any other aspect of the College's service in accordance with the Student Complaints Procedure.

9.3. If your complaint cannot be resolved through following the Student Complaints Procedure, it may be possible to apply for an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), which can be found at: www.oiahe.org.uk.

10. Termination

10.1. By you:

You may withdraw from the College and terminate your enrolment and these Terms and Conditions at any time. To withdraw from the College you must give notice, in writing, to your course tutor. Notice takes effect on receipt.

10.2. By the College:

The College may withdraw your offer or terminate your registration and these Terms and Condition, and withdraw you from the College if:

- (a) You do not pay the Tuition Fees;
- (b) You have failed to meet the conditions of the offer made to you;
- (c) You have provided false, incomplete, inaccurate or misleading information in your application to the College or at any other time;
- (d) You do not complete your enrolment with the College at the beginning of each year of your Programme;
- (e) A decision is made that you may not continue as a student of the College in accordance with the procedures detailed in the Student Regulations;
- (f) You do not meet your obligations under a Tier 4 visa or you no longer have permission to study in the United Kingdom;
- (g) You fail to meet the College's progression or award requirements;
- (h) You are unable to fulfil any requirement of your programme including obtaining and/ or maintaining membership of specified organisations;
- (i) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
- (j) You materially breach these Terms and Conditions.

10.3. You understand that the College will monitor your attendance at the College. If you are an international student and you do not attend or otherwise meet the obligations of your visa the College will withdraw your Tier 4 sponsorship, which will result in the termination of this contract.

10.4. On termination of your enrolment you will be liable for the Tuition Fees for the academic year. If you have taken an HE Student Loan and your enrolment is cancelled during the academic year your loan payments to the college will cease and you will become liable for the balance of fees due to the college. If you opted to pay your fees by instalment plan then you are liable for the balance of unpaid fees at the point of cancellation.

10.5. On termination of your registration you are required to return to the College your campus card and all other College property.

11. Changes to these Terms and Conditions

11.1. If you wish to request a change to these Terms and Conditions you must contact the College as follows and, following discussion with you, it will confirm whether this change is possible:

- (a) change to a different Programme, contact your course tutor;
- (b) suspend your studies, contact your course tutor;

11.2. No changes requested by you will be binding on you or the College unless they are agreed in writing by the College.

11.3. The College will not discontinue your Programme following your registration on it, but it may make changes to your Programme, these Terms and Conditions or its other obligations to you either before or after you have registered with the College. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and the College will take all reasonable steps to mitigate any negative impact on you as a result of these changes. Reasons for making changes include, but are not limited to:

- (a) to make updates to reflect best practice and educational developments for the benefit of students;
- (b) to improve the Programme and your experience of it;
- (c) to meet the requirements of external or accrediting bodies;
- (d) as a result of staff changes within the College;
- (e) changes to the law or statutory requirements.

12. Suspension

12.1. The College may suspend your registration in accordance with the Student Regulations.

13. Limits on the College's liability to you

13.1. This clause sets out and limits the legal liability of the College or its officers, employees or agents to you. The College is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.

13.2. Nothing in this clause limits liability arising from:

- (a) Death or personal injury caused by the negligence of the College or its officers, employees or agents; or
- (b) Fraud or fraudulent misrepresentation.

13.3. The College and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:

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- (a) Damage to, theft and/or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of the College or its officers, employees or agents;
- (b) Non-return of work submitted for assessment;
- (c) Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the Student Regulations or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
- (d) Death or personal injury that is not caused by the negligence of the College or its officers, employees or agents;
- (e) Changes to the law that require a change of these Terms and Conditions; and
- (f) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

13.4. Except for those circumstances described in clause 13.2, any liability of the College in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that the College receives from its insurers in respect of that particular loss.

13.5. Further, the College will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the College's control which could not have been foreseen or prevented even if the College had taken reasonable care. Matters outside the College's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the College will use all reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change part or all of your Programme and its obligations set out in these Terms and Conditions.

14. Data Protection

14.1. The College will collect, hold and process data relating to you ("**personal data**") in order to meet its obligations to you under these Terms and Conditions and for the purposes stated in its Student Privacy Notice, which can be found at <https://www.bcot.ac.uk/information/gdpr/>

14.2. By enrolling at the College, you agree to the College processing your personal data for the purposes described above, and in accordance with the Data Protection Act 2018 and the College's Student Privacy Notice.

14.3. The College's Data Protection Policy and Data Protection Guidelines set out guidance for College staff, students and others who process personal data on behalf of the College to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies).

15. Intellectual Property

15.1. In these Terms and Conditions "**Intellectual Property Rights**" shall mean patents, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered

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and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

15.2. All Intellectual Property Rights developed by you during the course of your studies at the College shall remain your property ("**Student IP**"), subject to the below exceptions, and/or unless otherwise agreed with you:

- (a) you are working on a project or otherwise funded by a third party and the terms of the contract and/or grant between the College and the third party require the assignment of Intellectual Property Rights;
- (b) Intellectual Property Rights are generated as a result of working in collaboration with other students or College staff;
- (c) a member of College staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the College;
- (d) you have received significant financial support or material contribution from the College (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
- (e) you are undertaking a wholly or partly sponsored project or placement;
- (f) your module has as a primary or substantial purpose the creation of Intellectual Property Rights; or
- (g) other exceptional circumstances such as being offered the opportunity to take part in a College sponsored event.

15.3. In the circumstances set out in 15.2 above, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between you and the College will be required. You will be required to complete a written assignment agreement and abide by the terms and procedures set out in the College's Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.

15.4. You agree to grant the College a continuing, royalty free, irrevocable, transferable and non-exclusive worldwide licence to use your Student IP, including the right to sub-licence, for the purposes of teaching, research, internal administration and other non-commercial use.

15.5. Where the College makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

15.6. The provisions of this clause and any related agreement governing the ownership and exploitation of your Student IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of these Terms and Conditions.

16. Other important terms

16.1. These Terms and Conditions are personal to you and you may not transfer them or your rights under these them to anyone else.

16.2. These Terms and Conditions are between you and the College and no-one else has any rights under them.

16.3. Each of the paragraphs of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.

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16.4. Failure or delay by you or the College to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the College from taking steps to enforce that provision.

16.5. Notices

(a) Any notice given under these Terms and Conditions will be in writing.

(b) The College will send any notice to you either to your term-time address/home address and/or by email to your College email address. You must keep your details up to date on RISIS.

(c) You must send any notices either by post (to BCoT, Worting Road, Basingstoke, Hants RG21 8TN) or by email to the Director of Student Experience (alexis.smith@bcot.ac.uk)

16.6. In the event of inconsistencies between the Terms and Conditions and any other contract information provided to you, the Terms and Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail.

16.7. These Terms and Conditions are governed by the law of England and Wales and you and the College agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts