University Centre Reaseheath Student Contract Conditions

Introduction

For students to get the best out of their time at University Centre Reaseheath (UCR), we must both recognise that we owe obligations to each other. The purpose of these student contract conditions is to set out clearly what your and our legal obligations are.

Before you accept an offer of a place at University Centre Reaseheath, it is important that you read these contract conditions, your offer letter and familiarise yourself with the University Centre's Regulations, Policies and procedures.

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 University Centre Reaseheath, a legal contract will come into existence between you and us on the terms set out in these contract conditions.

1.2 The legal name of University Centre Reaseheath is Reaseheath College and your contract is with Reaseheath College. We refer to Reaseheath College as 'the University Centre', 'us' or 'we' in this document.

1.3 A legal contract between you and us will come into existence when you formally notify us that you accept an offer of a place, either direct to the University Centre or through UCAS or any other agency.

2. Our Obligations

2.1 We will deliver your programme of study ('your course') in line with the description set out in our offer to you.

2.2 Your course award will be made by our University partner, the University of Chester (unless otherwise specified on your course information and offer letter).

2.3 Once you have formally accepted our offer we will accept you on to the course, subject to you meeting any offer conditions. However, we can end this contract and withdraw the offer or require you to withdraw from the course by writing to you if:

- After you accept the offer there is a change in your circumstances or if we become aware of information relating to you not previously known to us (including information about criminal convictions or activity, subject to the

Rehabilitation of Offenders Act 1974) which in our reasonable opinion makes it inappropriate for you to study on your course; or

- In our reasonable opinion, you have not provided us with all relevant information or you have supplied information that is not complete, true and accurate.

If you do not meet the conditions of your offer then the offer will automatically expire at the time that the conditions are not met and the contract is no longer in existence.

2.4 We may sometimes have to make changes to aspects of your course or support services. We will only make changes where these are necessary or where there are adjustments or variations that are unlikely to negatively impact on you. We will have the right to make changes in the following circumstances or for the following reasons:

- Where an accrediting, professional or commissioning body or our university partner requires changes, for example in content or delivery (for example requiring a particular module be included);

- In response to student feedback or other quality-related feedback, where changes are intended to bring about improvements;

- To manage the quality of our courses and provide a good student experience (including making a decision before a course or a course module starts on whether we can provide an acceptable standard of student experience where there are very few applicants or acceptances for a course or a module);

- As a result of a change in our university partner;

- To accommodate our reasonable operational and business requirements, including managing funding, staffing, timetabling, work placements, infrastructure and resources;

- To manage disruption or problems in delivery of courses or services caused by events that are outside our reasonable control, including power and utility failures, fire, flood, cyberattack, industrial action or strikes, staff illness, government action, extreme weather conditions or natural disaster.

2.5 Where we make changes, we will tell you as soon as we can, consider the impact on you and take reasonable measures to minimise any negative impact on you.

2.6 Our ability to meet our obligations under this contract may be prevented, delayed or disrupted as a result of events outside our reasonable control. Events outside our reasonable control include power and utility failures, fire, flood, cyberattack, industrial action or strikes, staff illness, government action, extreme weather conditions, natural disaster or a pandemic. Where we are prevented, delayed or

disrupted in performing our obligations as a result of events outside our reasonable control we will not be in breach of our obligations under this contract.

3. Your Obligations

3.1 You agree that you have read and understood:

- The information on the University Centre website (www.ucreaseheath.ac.uk) relating to your course and to your study with us;
- Our policies and procedures that are set out on the University Centre website;
- The information contained in your offer letter, including the links provided to key information;
- The information on the University Centre website on student accommodation, including the student accommodation licence agreement if you are accepting a place in our accommodation.

3.2 You agree to comply with and be subject to:

- Our policies, procedures and requirements as set out on the University Centre website and as notified to you from time to time during your programme, including our:
    - Student conduct policy;
    - Academic misconduct policy and procedure and the academic appeals procedure relevant to our University partner, the University of Chester;
    - Code of conduct on freedom of speech and expression that seeks to ensure freedom of speech within the law and includes safeguards to prevent the promotion of extremism;
    - Student social media policy;
    - Information Technology and Communications Acceptable Use Policy for the use of our computer systems.
    - The student accommodation licence agreement, if you will be accepting a place in the University Centre accommodation;
    - UCR Enrolment Agreement completed at the point of enrolment (completed at the point of entry into each academic year of study).

3.3 You agree to study diligently, and to attend fully and promptly and participate appropriately at lectures, courses, classes, seminars, tutorials, work placements and other activities which form part of your programme as required (subject to authorised absence procedures).

3.4 You agree to fulfil all the academic requirements of your course, including submitting course work and other assignments, attending examinations and not engaging in academic misconduct.

3.5 You agree to comply with any legal or professional standards and requirements that are applicable to you or your course.

3.6 You agree to provide us with a contact name and details that you are willing to allow us to use at our discretion and without further reference to you in a situation that we reasonably regard as an emergency.

3.7 You agree to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by us (your 'Visa status') and to inform both us and the Home Office should there be any changes in your circumstances that may have an impact on your Visa Status and make arrangements to leave the United Kingdom as necessary.

3.8 You give your consent for us to check, verify or communicate with any government department, agency or similar body, or an employer or other sponsor, any personal data that you have provided at any time during and in support of your application for admission to and your continued studies with us.

3.9 You agree at all times whilst you are a student with us:

- To act in accordance with any reasonable instructions or requirements issued to you from time to time by us;
- To co-operate with members of staff and to behave appropriately, responsibly and with respect for any person;
- Not to harass any person, or discriminate on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, religion or belief, race, sex or sexual orientation;
- Adhere to British Values, which are integral to our University Centre Values and in particular, not behave in a way that may promote extremism or incite hatred or violence or any breach of the criminal law;
- Not to engage in misconduct (as defined from time to time by the Student Conduct Policy) and to refrain from causing damage to property;
- To tell us if any of the information which you have submitted to us changes.

3.10 You agree to pay all fees and other moneys due, by the dates specified by us, unless previously agreed otherwise by us. Full details of your financial obligation can be found in the Tuition Fee Policy. Policies | University Centre Reaseheath

3.11 Your studies may be ended and your registration as a student with us cancelled as a result of disciplinary action taken against you in accordance with our disciplinary policy and procedure or if you break your obligations in these contract conditions. We will ensure that we follow our procedures and always treat you fairly and reasonably. If your registration as a student with us is cancelled, this contract will end, but you will still be responsible for the payment of any outstanding tuition fees or other charges, which may include accommodation fees if you are in the University Centre accommodation.

4. Fees and Payment

4.1 The tuition fees for the academic year are set out in your course information on the University Centre website and in your enrolment and registration information. Tuition fees are reviewed annually in line with the DfE and Office for Students (OfS) funding assumptions and guidance from other government departments. Tuition fees may increase in subsequent years in line with the maximum fee limits set out in regulation and subject to inflation linked to the Retail Price Index (RPI) to take account of the increased costs of delivering the programme.

4.2 Your tuition fees do not include:-

- fees payable for any residential accommodation, which are set out in the student accommodation licence agreement; or

- examination fees, additional fees for reassessment/referral, travelling expenses, library fees, field trip costs or other course costs; which will (if relevant) be set out in your course information on the University Centre website and in your offer letter and enrolment and registration information.

4.3 You are personally responsible to ensure that the tuition fees for your course and any other charges for your studies are paid in each academic year of your programme. Where someone else is responsible for payment on your behalf, such as a sponsor, your Student Finance authority and/or the Student Loans Company (SLC), you must ensure that they do so. You remain responsible for any shortfall if they do not pay all or any part of your tuition fees.

4.4 Tuition fees are payable at the start of each academic year/in accordance with an agreed payment plan. You must contact our Student Finance Team straight away if, for any reason, you are unable to make payment in line with your agreed payment plan, so that we can discuss payment options with you, including any financial support that may apply.

4.5 If you fail to pay your tuition fees as and when they fall due we reserve the right to withdraw you from your course. If this happens, you may also incur other charges, for example accommodation charges, because you are not able to remain in our student accommodation if you are not an enrolled student with us; and/or

- we may withhold from you any award or qualification, which would otherwise have been made to you and/or refuse to allow you to proceed 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. Details of our debt collection policy are contained in our Tuition Fee Policy.

4.6 If you withdraw from your course with us, you will be personally responsible for paying (or ensuring payment by your sponsor, Student Finance authority and/or SLC) for all tuition fees outstanding at the time you withdraw from your course, including all fees due in that fee liability period, as well as any other outstanding charges, for example outstanding library charges or accommodation charges, if these apply to you.

4.7 We will calculate your outstanding tuition fees based on the fee liability points outlined in the Tuition Fee Policy, using the date that you notify us in writing of your decision to withdraw from your course. Please note that your last date of engagement will be used as your actual date of withdrawal for the purpose of calculating fees and is the date we use when notifying Student Finance. You should do this by taking or sending your Request for withdrawal/ Request for an interruption/postponement of studies form (signed by your Programme Leader) and submitted to UCR Registry and Academic Services – UCR@reaseheath.ac.uk.You should follow our procedure, which sets out what actions you need to take, including making sure everything is resolved, such as any outstanding library items or charges. Our withdrawal or interruption/postponement of study procedure is attached to this document at **Appendix 1**.

4.8 If you have a place in our residential accommodation, you will also have to cancel your accommodation licence agreement with us and move out. This is a separate contract and there may be charges to pay under this agreement. These will be set out in your accommodation licence agreement.

5. Intellectual Property Rights (IPR)

5.1 You will own the intellectual property in your theses, dissertations, exercises and answers to tests, assignment tasks and examinations produced solely and exclusively by you as part of your course work or research, unless a different agreement is made, for example in collaborative work. We will have the right to use your intellectual property for teaching, research and other academic purposes (known as a non-exclusive, royalty free perpetual licence).

5.2 We own the intellectual property in our name, logos and all material produced by us relating to and supporting your programme. You agree not to use our intellectual property for your commercial benefit or to post or publish our intellectual property that mentions our name or logos or any member of our staff without our prior consent to the form, content and context of the posting or publication. We will not unreasonably withhold our consent.

6. Our liability to you for damage

6.1 You are responsible for arranging your own personal effects insurance and we do not accept responsibility for:

- any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on our premises, unless caused by the negligence of us or our employees

- any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by us to you, including any contamination of software or loss of files as a result of using our equipment or software.

6.2 We do not exclude the liability which we have by law (and which cannot be excluded) for death or personal injury caused by our negligence, or for fraudulent misrepresentation.

7. Right to Cancel

7.1 UK and EU students with settled or pre-settled status have a right to cancel this contract (and receive a refund of any fee payments already made) at any time up to and within fourteen calendar days of enrolment and registration. International students have a right to cancel this contract within fourteen calendar days of their formal acceptance of our offer (this is because there is a significant amount of work undertaken for international students before enrolment). To exercise this right to cancel you must inform the UCR Registry and Academic Services Team in a clear statement of your decision to cancel this contract. You may use the model cancellation form (which can be found in **Appendix 2** to these contract conditions) if you wish.

7.2 If you cancel this contract under this clause 7, we will reimburse to you any payments already received from you and will make any refund by BACS bank transfer to the bank account that made the payment.

7.3 If you have a place in our residential accommodation, you must also cancel your accommodation license agreement with us, which is a separate contract. Under this separate contract you may have to pay for any time you have already spent in your accommodation.

8. Making a complaint

8.1 We will always try to provide you with a high quality of service. Occasionally things can go wrong. Please tell us if this is the case and we will try to put things right. We have a complaints policy that sets out how you can make a complaint and how we will seek to resolve it with you. Our student complaints policy is on the University Centre website.

8.2 We are members of the independent scheme for the review of student complaints. If you are dissatisfied with the outcome of your complaint, you may be able to apply for a review to the Office of the Independent Adjudicator for Higher Education (OIA). Guidance on submitting a complaint to the OIA and the OIA Complaint Form

can be found on the OIA's website - Can you complain to us? - OIAHE. Please note that the OIA will normally only review issues that have been dealt with through our internal procedures first. You may ask us for a 'Completion of Procedures' letter if you wish to take your complaint to the OIA.

9. General

9.1 We will apply these contract conditions with due regard to our duties under the Equality Act 2010 on due consideration of individual circumstances.

9.2 If any part of these contract conditions become illegal, invalid, void or unenforceable, the other parts will remain legal, valid and enforceable.

9.3 We will give you any notices and communications in writing. We will use the address that you have notified to us as your address. We will be able to rely on any notice or communication for legal purposes (i.e.. it will be deemed to have been properly served on you) if delivered by hand when left at that address or if posted by prepaid first class post, 48 hours after being posted to that address.

9.4 If you breach these contract conditions and we choose not to exercise any right that we may have under them, this will not prevent us from taking action against you in the future in respect of that breach of contract or any further breaches by you.

9.5 This contract does not confer any rights or benefits on third parties (including a student's parents) under the Contracts (Rights of Third Parties) Act 1999.

9.6 This contract will be governed by and construed in accordance with the laws of England and Wales and we and you both agree to submit to the exclusive jurisdiction of the courts of England and Wales.

9.7 Our address is, University Centre Reaseheath, Reaseheath College, Reaseheath, Nantwich, Cheshire CW5 6DF.

10. Data Protection

10.1 In order to provide educational and other supporting services to you, we need to collect and use your personal information as part of our usual operating processes and because of legal and regulatory requirements. We need to do this whilst you are a student with us and after you have left.

10.2 We will collect and use your personal information in line with our obligations under Data Protection law, which includes that we can collect and use your personal information in any of the following situations:

- Where our use of your information is necessary for us to perform this contract and any other contracts that we have with you from time to time;
- Where our use of your information is for the purposes of our legitimate interests in carrying out our services and operating our business and we have made sure that your information and your rights are protected;

- Where we have your consent (which you can withdraw if you wish);
- Where we believe it is necessary to use your information to comply with a legal obligation to which we are subject;
- Where we believe it is necessary to use your information to protect the vital interests of you or another person;
- Where we believe it is necessary for a task carried out in the public interest.

10.3 Our Privacy Statement explains in more detail how and why we collect and use your information and it is available on our website or from the Registry and Academic Services office. Our Data Protection Policy explains how we protect your information as well as your rights to access your information and it is available on our website.

HESA Student Collection Notice

We are required to send some of the information we hold about you to the Office for Students (OfS) through the Higher Education Statistics Agency (HESA), part of Jisc.

Jisc is the body responsible for collecting and disseminating information about higher education in the UK and the designated data body for England (see https://www.hesa.ac.uk/about for more information).

Please read the full collection notice here: HESA staff and student collection privacy notice | HESA.

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Lead	Assistant Principal and Dean of HE/Company Secretary
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Published	Staff Intranet, UCR Website
Equality Analysis Review (if applicable)	July 2021

Appendix 1 – Procedure to be followed when requesting withdrawal or interruption/postponement of study

When wishing to request withdrawal or an interruption/postponement of studies a student should proceed as follows:

Step 1 Discuss your reasons for leaving or your planned interruption of studies with your Personal Academic Tutor and Programme Leader.

Step 2 Collect a *Request for withdrawal* or *Request for an interruption/postponement of studies* form.

Step 3 Complete form stating reasons for wishing to withdraw studies or reasons for wishing to interrupt/postpone studies.

Step 4 Please contact your Funding Provider to discuss the financial implications of this change. You can seek further advice from Student Support and Guidance following your contact with your Funding Provider. International students will also need to contact the UKVI to discuss Visa implications.

Step 5 Take form to the library to check whether you have any outstanding items on loan, or fines. Anything outstanding will need to be cleared before withdrawal is finalised.

Step 6 Take the form to Student Services to discuss impact withdrawal or interruption of studies will have on Student Accommodation and License Agreement if applicable.

Step 7 Take the completed form to your Programme Leader for signature and exit tutorial.

Step 8 Submit the completed form UCR Registry and Academic Services (UCR@reaaseheath.ac.uk) for processing. For University of Chester students this form will also be sent onto Chester Registry for processing.
UCR Registry and Academic Services will notify Student Finance England/Wales or Local Authority (LA)and the Finance Department if applicable. For International students UKVI will also be notified

Step 9 Please ensure you have notified Student Support England/Wales or your Local Authority of your change of circumstance. Please go to: https://www.gov.uk/apply-for-student-finance/change-an-application

Fee Implications
For students who pay their fees directly to the University Centre Reaseheath only. Fees are due 14 calendar days after you have commenced studies at the University Centre Reaseheath.

Refunds: Any requests for a refund of fees should be made in writing to the Assistant Principal and Dean of Higher Education.

Appendix 2. Cancellation Form

To the UCR Registry and Academic Services, University Centre Reaseheath, Reaseheath College, Reaseheath, Nantwich, Cheshire, CW5 6DF

I hereby give notice that I cancel my contract of sale for the supply of the following service:

_____

_____

_____

Ordered on the : _____

Name of consumer : _____

Address of consumer : _____

Signature of consumer : _____

Date : _____