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# MOORLANDS COLLEGE

## Student-College Contract: Terms and Conditions

### Foundation Year

#### 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); (ii) your offer letter from Moorlands College (also known as the College) ("**Offer**"); and (iii) the online information regarding the College and the offered programmes of study as at the date of the Offer, form the contract between you and the College in relation to your studies at the College (also known as the Student-College Contract) (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 Admissions, Moorlands College, Sopley, Christchurch, Dorset, BH23 7AT (Tel. 01425 674500 or email [admissions@moorlands.ac.uk](mailto:admissions@moorlands.ac.uk)).
- 1.3 The Contract is valid from the time you accept an offer on the above course until your registration period ends through either graduating or otherwise departing. There are certain activities which we may undertake outside of this period which are defined below. The College will usually give prior notice to any amendments in these terms and conditions or underlying documents. A copy of these terms and conditions is available on the College's VLE for registered students.
- 1.4 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 as applicable to you) should you become an enrolled student:
  - 1.4.1 The College's Admissions Policy<sup>1</sup>
  - 1.4.2 The Fees Sheet<sup>2</sup> for your programme
  - 1.4.3 The Handbook<sup>3</sup> relevant to your course which includes;
    - The Academic Regulations
    - Academic Appeals Procedures
    - Expectations of Conduct
    - Conduct Review Procedures
    - Fitness to Study Procedures
    - Complaints Policy
- 1.5 If you do not complete the enrolment process within 14 days of the start of your course of studies the College reserves the right to refuse to enrol you and withdraw you from your programme (without liability).

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<sup>1</sup> Admissions Policy: <https://www.moorlands.ac.uk/about/academic-excellence/student-related-policies/>

<sup>2</sup> FY fees are included in the BA Fees Sheet: <https://www.moorlands.ac.uk/studying/applying/fees-finance/>

<sup>3</sup> FY Handbook: <https://www.moorlands.ac.uk/resource-documents/foundation-year-handbook/>

Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

- 1.6 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct which is not harmful to the work, good order or good name of the College, we may take disciplinary action against you, under the Conduct Review Procedures. 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.
- 1.7 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.
- 1.8 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 It is your responsibility to ensure that all of the information you provide to the College is true and accurate.
- 2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, that significant information has been omitted from your application form, or that your suitability for the training that the College offers has changed materially, the College may withdraw or amend your Offer, or terminate your registration at the College, according to the circumstances, without liability to you.
- 2.3 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 fulfill in order to be admitted onto your chosen programme.
- 2.4 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.
- 2.5 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 College's policy as outlined in the relevant Fees Sheet.

## **3. CONDITIONS OF ADMISSION**

- 3.1 Your admission to the College, attendance on a programme, and right to enjoy any of the privileges of being a student of the College, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the College.
- 3.2 You must use all efforts to fulfill all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the College.
- 3.3 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 Conduct Review Procedures.
- 3.4 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 via [admissions@moorlands.ac.uk](mailto:admissions@moorlands.ac.uk) prior to enrolment so that the College can consider whether such convictions are compatible with being a student of the College and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by Admissions.

3.5 If you commit an offence whilst you are an enrolled student, this will need to be declared to the College's Welfare and Conduct Panel as it may affect your place at College, see the Conduct Review Procedures.

#### **4. FEES AND PAYMENT**

4.1 By accepting an Offer you are confirming that you accept your responsibility to ensure your tuition and maintenance (where applicable) fees are paid in accordance with the relevant published Fees Sheet. You also agree to be bound by the College's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time. These are set out in the relevant Fees Sheet.

4.2 In the event that your tuition fees have not been paid in full by their due date, the College shall be entitled to refuse to permit you to continue or complete your programme of study and terminate the Contract (without incurring any liability to you).

4.3 In addition to your tuition and maintenance (where applicable) fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), specialist materials, visit fees, examination retake fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees, application fees, annual continuation fees. Although some assistance from the College may be available to meet such expenditure, you shall have primary responsibility for payment.

4.4 The College may pursue legal proceedings against you if you are in debt to the College. 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.

4.5 If you have any concerns regarding the payment of fees or require further information please contact the Director of Finance on 01425 674500.

#### **5. DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES**

5.1 The College will use reasonable endeavours to deliver programmes in accordance with the descriptions set out in the Contract. The College's Student Protection Plan, available in the Programme Handbook, provides information regarding how the quality and continuation of study is protected.

5.1.1 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.

5.2 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 5, the College will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

#### **6. INTELLECTUAL PROPERTY**

6.1 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.

#### **7. APPEALS AND COMPLAINTS**

7.1 Complainants should refer to our Complaints Policy and follow the steps described. This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.

7.2 If, having followed the Student Complaints procedure to completion, you remain dissatisfied, you have the right to make a complaint to the validating body of your programme, and then to the Office of the Independent Adjudicator for Higher Education.

## 8. DATA PROTECTION

- 8.1 The College holds information about all applicants to the College and all students at the College. The College may use the information provided by applicants and/or students (including information from application forms):
- 8.1.1 to administer applications and to compile statistics that may be published or passed to government bodies, validating organisations,<sup>4</sup> or the Higher Education Statistics Agency (HESA).<sup>5</sup> If your application is successful the College will also use the information to communicate with the relevant accrediting body, to administer your studies, to provide you with College facilities and services including the management of placements where required, to monitor your performance and attendance, to provide you with support, to conduct research and surveys, and to identify ways to enhance learning, teaching, assessment and the broader student experience;
  - 8.1.2 the College may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;
  - 8.1.3 if the College is under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, or to protect the College's rights, property, or the safety of our employees, students, or others;
  - 8.1.4 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the UK General Data Protection Regulation (UK GDPR)) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law. If required to do so this could be after your registration period has ended. The College would only use your information without prior consent after the time period stated in section 1.3 if it was legally appropriate to do so;
  - 8.1.5 to send communications to you, including potentially relevant information relating to the College's services and products, during your time at the College;
  - 8.1.6 to deliver your programme and provide educational services to you;
  - 8.1.7 to process any payments made by you to the College until such a time that your account is considered settled; and
  - 8.1.8 to contact you regarding participation in the HESA Graduate Outcomes survey up to two years after registration period is complete.
- 8.2 Information held will continue to be held as required by the University of Gloucestershire;
- 8.2.1 for 50 years after the completion of the award the following will be held: Name and fee status, academic marks, all exam board results and outcomes, progress and credits achieved, dates of withdrawal and suspension of studies if applicable;
  - 8.2.2 for 6 years after completion of the award the following will be held: Entry qualifications, application documentation and data, and any conduct review information, results for cases of mitigating circumstances and assessment offences, academic appeals and complaints; and
  - 8.2.3 for 5 years after completion of the award placement information will be held.
- 8.3 The College will only process your personal data in accordance with the specific purposes notified to you above and in accordance with the College Data Protection Policy and otherwise as permitted by the

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<sup>4</sup> For more information regarding the use of data by the University of Gloucestershire see, <http://www.glos.ac.uk/governance/information/pages/information-governance.aspx>

<sup>5</sup> For more information regarding the uses of HESA data see the student HESA Collection Notice, [www.hesa.ac.uk/about/regulation/data-protection/notices](http://www.hesa.ac.uk/about/regulation/data-protection/notices)

UK GDPR.<sup>6</sup>

- 8.4 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 8.
- 8.5 The College will disclose a student's personal information to those identified as 'next of kin' or the person to contact in the case of an emergency. In other circumstances, a student's personal information, including their academic records, will not be disclosed to other parties including parents, guardians or sponsors without the prior consent of the student, except in the circumstances laid out in this document.
- 8.6 The College will publish the names of students and the awards obtained in commemorative graduation literature. Photographs of individual students during their course of study and at their graduation may be taken for use in College publications. Student consent will be obtained for all photographs of individuals and small groups. In the case of large group photographs and crowd-scenes, a clear communication will be given to indicate that photographs may be taken and the College will rely on this signed student-college contract as signifying the permission of the individuals involved.
- 8.7 Scheduled learning sessions, both those delivered face to face, and online, are normally recorded by audio and visual means. These recordings are for internal use for the benefit of students, and they will not be used externally for any purpose, including marketing. These recordings (both audio and visual) will be accessible to other members of the student body as a learning tool, and to staff members. Lecture recordings are stored by a trusted third party, and are normally held by them in line with their retention policy.

## 9. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT

- 9.1 The College normally sends communications via email to the student's College email account. The accounts of former students are discontinued within two months of the graduation ceremony each year. When a student has completed or withdrawn from their studies, communications will be sent to the student's personal email account for legitimate purposes such as: payment of any outstanding fees, arrangements for graduation and the Graduate Outcomes student survey. Any hardcopy correspondence will be sent to the student's 'home' or main residence address as recorded on the College's database.
- 9.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your e-mail account is regularly monitored.
- 9.3 If letters are sent, they shall be deemed to have been properly served 48 hours after posting if sent by first class post. Good service may also be given by email to the student in which case service shall be deemed effective 48 hours after sending.
- 9.4 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 email and/or through communications sent to the 'home' or main residence.

## 10. LIABILITY

- 10.1 Whilst the College takes all reasonable care to ensure the safety and security of its students whilst on the College's campus. The College does not accept responsibility, and expressly excludes liability for damage to students' property or intellectual property, other than through the negligence of the College, its staff or agents. You are advised to insure your property against theft and other risks.
- 10.2 The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
- 10.3 Except as set out in these terms and conditions, the College shall not be responsible for losses that

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<sup>6</sup> To receive a copy of the College Data Protection Policy or the student data Retention Schedule, please email [dataprotection@moorlands.ac.uk](mailto:dataprotection@moorlands.ac.uk).

result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

- 10.3.1 indirect or consequential losses;
- 10.3.2 loss of income or revenue;
- 10.3.3 loss of business;
- 10.3.4 loss of anticipated savings; or
- 10.3.5 loss or corruption of data.

10.4 If an act, event or omission beyond the reasonable control of the College (for example a flood, fire, 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 disruption to those services.

## **11. CANCELLATION AND REFUND POLICY**

11.1 The Contract between you and the College will commence from the date on which you accept your Offer. You have the right to cancel this contract within 14 days (cancellation period) without giving any reason, although in order to assist the College with future planning we may ask why you chose to end the contract.

11.2 The cancellation period and your right to cancel the Contract without liability will expire after 14 days from the day that you accepted your Offer.

11.3 To exercise your right to cancel within the 14 day period, you may inform Admissions, Moorlands College, Sopley, Christchurch, Dorset, BH23 7AT, (Tel. 01425 674500 or email [admission@moorlands.ac.uk](mailto:admission@moorlands.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.

11.4 Subject to Clause 11.5, if you cancel your Contract in accordance with this Section 11, the College will reimburse to you all tuition and maintenance (where applicable) payments received from you. The College will make the reimbursement without undue delay, and not later than 14 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.

11.5 If you began your programme during the cancellation period and you cancel during the cancellation period, you shall pay us an amount which is in proportion to the services which have been performed as at the point you communicated your cancellation to the College, in comparison with the tuition and maintenance (where applicable) fees due over the course of the contract.

11.6 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To do so you must discuss the necessary steps with relevant Course Leader.

11.7 If you cancel your Contract following the expiry of the cancellation period, the tuition and maintenance fees (if relevant) still apply for the full year; see the relevant Fees Sheet.

## **12. TERMINATION OF CONTRACT**

12.1 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:

- 12.1.1 A request from the College for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the College;
- 12.1.2 You have failed to enrol with the College and/or pay outstanding fees in accordance with the College's policy as outlined in the relevant Fees Sheet;
- 12.1.3 The College has reason to believe that you are not fully engaged with your course, or that you

may have left the programme without appropriately discussing the process with the relevant Course Leader;

12.1.4 Action has been taken against you in accordance with the College's Conduct Review Procedures; or

12.1.5 Action has been taken against you following the decision of a Board of Examiners.

12.2 In addition, the College may end the Contract by written notice to you in the following circumstances:

12.2.1 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;

12.2.2 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

12.2.3 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.

### 13. REQUIREMENTS ON TERMINATION OF THIS CONTRACT

13.1 If at any time the Contract terminates:

13.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled); and

13.1.2 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);

13.1.3 You must return any property owned by the College;

13.1.4 You must pay all outstanding fees, charges and debts immediately.

13.2 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.

### 14. INTERNET USE

14.1 Students should be aware of the following when accessing the internet from a College IP address:

14.1.1 The Terrorism Act (2006) outlaws web posting of material that encourages or endorses terrorist acts, even terrorist acts carried out in the past. Sections of the Terrorism Act also create a risk<sup>[SEP]</sup> of prosecution for those who transmit material of this nature, including transmitting this material electronically. The storage of such material on a computer can, if discovered, prompt a police investigation.

14.1.2 Again, visits to websites related to jihadism and downloading<sup>[SEP]</sup> of material issued by jihadist groups (even from open-access sites) may be subject to monitoring by the police. Storage of this material for research purposes must be registered through the normal research ethics process of the College.

### 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.
- 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.

## DOCUMENT HISTORY

20 September 2017	HESA collection notice URL updated Section 8.4 added regarding data disclosure to parents, guardians or sponsors.
23 April 2018	Updated URLs on page one for handbooks, policies, and fees due to new website.
07 June 2018	Updated reference to Data Protection Act 1998 to now become GDPR.
11 September 2018	Addition of reference to Student Protection Plan and corresponding reduction in section 5.1 due to overlap.
05 April 2019	Addition of details associated to compliance with the GDPR.
15 May 2019	Clarification given in Section 9.1 regarding communications to student Moorlands email and personal email accounts.
13 September 2019	Clarification given in Section 8.1.5 regarding limitations of College communications.
15 December 2020	Section 4.5, reference to Director of Operations changed to Director of Finance.
14 January 2021	Reference to GDPR amended to UK GDPR in light of leaving EU
06 October 2021	Section 8.3, addition of footnote. Section 8.7, addition of new section covering recording and retention of scheduled academic sessions.
04 August 2022	Link to Admissions Policy updated. Removal of College Life Handbook as it has been superseded by a new section of the Programme Handbook.