

**Higher Education  
Student Contract  
Terms and Conditions 2019-20 Entry**

These Terms and Conditions apply to applicants who accept the offer of a place, either conditional or unconditional, to study as a full-time or part-time undergraduate or postgraduate (UK or EU) higher education student of Bradford College.

All students of Bradford College are required to complete a registration or re-registration process annually.

Students who are returning to study at Bradford College will return under the Terms and Conditions which were in effect at the time of their initial offer, provided their contract with Bradford College has not been terminated.

**Definitions**

In these Terms and Conditions, the following terminology shall have the following meanings:

**Academic year** - a calendar year running from 1 August in one year to 31 July in the next year. (The specific dates applicable to individual students are determined by their programme of study in accordance with the Bradford College's published Calendar of term dates).

**Additional costs** - additional study-related costs which may be incurred by you over and above your tuition fees such as Disclosure and Barring Service (DBS) check fees, mandatory field trip and visit costs, equipment, materials/uniforms/lab coats, printing and copying charges, , membership fees for professional body fees, library fines, restudy of modules fees, debt collection fees. (These are specified, if applicable, within your offer letter)

**Applicant** - a person who has submitted an application for a programme of study.

**Awarding body or validating body** – the body that awards or validates Bradford College's programmes of study, (as specified in your offer letter).

**Bradford College University Centre website** – Website containing a copy of these Terms and Conditions, other regulation, policy and procedure documents and the Higher Education Student Handbook that form part of the Student Contract.

**College** - Bradford College, a Further and Higher Education Corporation under the UK Education Reform Act 1992.

**Contract** - the agreement between you and us i.e. the Contract formed between you and Bradford College, that includes this Terms and Conditions document, together with the regulations, policy and procedure documents, and the Higher Education Student Handbook, and the terms of your offer letter (including your course/programme specification, tuition fee information, any special requirements, and your statutory rights to cancel. The signing of the Contract confirms your obligation to the College in respect of the payment of tuition fees and additional costs, and your agreement to abide by the Bradford College's rules and regulations.

**Higher Education Student** - those students who are registered on a higher education programme at Bradford College.

**Intellectual property** – something unique that you have created

**Moodle** – Bradford College’s platform for its Virtual Learning Environment (VLE)

**Office of the Independent Adjudicator (OIA)** – an independent body set up to run a higher education student complaints scheme in England and Wales.

**Programme** - a programme of study (course)

**Programme specification** - an important document detailing the content of your programme and how it is delivered

**Prospectus** - the current Bradford College prospectuses (including on-line and printed versions) giving details of programmes for the specified Academic Year.

**Prospective student** - a person who has accepted a place at Bradford College, conditionally or unconditionally, and who has not yet registered for their first Academic Year

**Registration** - the process by which a Prospective Student or Student formally registers their participation or continued participation in a programme at Bradford College, and provides information required by the College. Completion of the registration process is required for the College to grant access to the programme of study and related Services (e.g. library, IT and VLE services, programme materials, tuition etc.).

**Registrar Services** – the administrative department of Bradford College that deals with all aspects of the higher education student journey.

**Regulations** – regulations governing your studies which form part of your Contract (available on the Bradford College University Centre Website). Copies in different formats are available on request from Registrar Services, Bradford College, for students with particular requirements.

**Semester** - the two periods into which the Academic Year is divided. For September starters the first semester runs from September to January and the second semester runs from January to May. For January starters the first semester runs from January to May and the second from September to January.

**Services** - such educational services and facilities which are provided by Bradford College for students including, teaching, assessment, pastoral support, library and learning resources)

**Student** – a person who is registered to study at Bradford College.

**Student portal** – the place where you can register for your programme, make module choices, receive your assessment results, and view and make minor amendments to your personal details.

**Tuition fees** – The sum of money due to Bradford College in respect of educational services, that will include tuition (including assessment and examinations), academic supervision, the provision of other academic services and facilities such as library and learning resources, the provision of pastoral and extra-curricular services and the conferment of awards. (The signing of the Contract confirms a student’s obligations to pay tuition fees and any additional costs).

**Terms and Conditions** - the terms and conditions contained in this document.

**UCAS** - the Universities and Colleges Admissions Service, or any successor body.

**Website** - means the College's Website at [www.bradfordcollege.ac.uk](http://www.bradfordcollege.ac.uk).

## 1. Introduction

1.1 This document sets out in detail the legal relationship (a contract) between you and the College. You may have other contractual arrangements (for example accommodation or financial support) which are subject to separate agreements with other bodies.

1.2 The College offers Higher Education programmes that are validated either by Pearson, Edexcel BTEC (HNC/HND awards) or the University of Bolton (Undergraduate and Postgraduate certificate, diploma and degree awards). Your offer letter will state which body validates your programme.

1.3 Your legal relationship determined by this Contract is directly with Bradford College. However, through the regulations and procedures of the awarding bodies that relate to complaints and appeals you have the right to make representations to the awarding body if you are not satisfied with the outcome of an appeal or complaint you have made to the College, and ultimately to the Office of the Independent Adjudicator (OIA) if you remain dissatisfied.

1.4 The provisions of the Contract are set out in these Terms and conditions, and in other relevant documents to which it refers. These are listed in the attached appendices.

1.5 The Contract will take effect from the point at which you accept Bradford College's offer of a place, and is subject to any conditions and requirements attached to this offer, which are specified in your offer letter.

## 2. Your Contract with the College

2.1 The College will make available to you a wide range of information, through a variety of means (including the Prospectus, open days, written materials, and the College Website), which you should familiarise yourself with alongside the details specified in your offer letter, before you make a decision to accept a place at Bradford College.

2.2 You should also check that the details of the offer specified in the offer letter are complete and accurate. If you have any queries about the offer letter or other information pertaining to the Contract you should contact Registrar Services at the College through the e-mail address: [registrarservices@bradfordcollege.ac.uk](mailto:registrarservices@bradfordcollege.ac.uk).

2.3 The offer letter, which forms part of your Contract with the College, contains details of any conditions you have to meet, and requirements that you need to fulfil before registration. You need to check carefully the annex to the offer letter "Programme Information and Requirements", and the "Programme Specification" document that you have been sent, that provide a summary of the programme you have chosen. You also need to visit the link the College has provided to the Bradford College University Centre website, and familiarise yourself with the following documents that form part of the Higher Education Student Contract:

- the Terms and Conditions document;
- the Higher Education Tuition Fees Policy;
- the Complaints Procedures that apply to you as an applicant, and as a student;
- the Statutory Cancellation Instructions and form

This, together with other information provided by the College will enable you to make an informed decision about where you wish to study.

2.4 If you have applied directly to the College, the Contract will take effect when you accept the College's offer (either unconditional or conditional). Your Contract form for signature, together with the documents listed in 2.3 will be sent to you once you have accepted that offer.

2.5 If you have applied via UCAS, the contract will take effect when you accept the College's offer (either unconditional or conditional) At this point we will send you a hard copy the documents listed in 2.3, together with the Contract Form for you to sign and return.

2.6 When you have signed the Contract Form, your Contract with the College becomes formalised and you agree to be bound by the terms of this document and the College's regulations, policies and procedures. It is at this point that you become liable for tuition fees (payable on registration, usually through the Student Loans Company).

2.7 You have a statutory right to cancel your Contract during the 14 day cooling-off period which expires 14 calendar days after you have accepted the offer of a place (either conditional or unconditional). (For further information see the Statutory Cancellation Instructions and form referenced in paragraph 2.3 which can be found on the College's University Centre website). A contract will be treated as terminated if you inform Bradford College of cancellation during this 14 day period.

2.8 If, as a home or EU student, you decide to withdraw from your course on a permanent basis within the first three weeks of the effective start date the tuition fees will be refunded in full, in accordance with the Higher Education Tuition Fees Policy.

2.8 Your Contract with the College will expire, subject to the provisions for early termination set out in these Terms and Conditions, on the completion of your programme, whether or not you are conferred with an award.

### **3. The College's obligations to you as a student**

#### **3.1 As a student, you are entitled to expect:**

- Effective, satisfactory and supportive arrangements for learning, teaching, training and assessment.
- Information and advice on the College's support services for students with disabilities, mental health and wellbeing needs, medical needs and/or learning difficulties.
- To be able to take part in the College decision making through the Programme/Course Committee structure, other formal committees, student experience surveys, and the Students' Union.
- Opportunities to express valid views about any aspect of the College provision.
- Prompt response to any complaint made using the College Complaints Procedure and to be informed of any reasons for a delay.
- Information about and access to the College's Academic Appeals and Reviews Procedures.
- Access to a safe, pleasant and supportive learning and social environment.
- Your work to be marked and assessed within published timescales
- Information about the services available to students and to enrichment opportunities offered to students.
- Clear and accurate information about the College, Awarding Body, Professional and Statutory Regulatory Body regulations; programme requirements; tuition fee and any additional costs, together with details of where to obtain financial support (the Student Loan Company)
- To be made aware of what will be required to progress further, through feedback from tutors on your work, and for progression from one stage of the programme to the next
- Equality of opportunity for access to education and training.
- Active implementation of our policies which seek to combat inequality and discrimination.

- The publication of results, our standards and how well we live up to them.

### 3.2 In order to provide an effective service, we also need you to:

- Provide the College with accurate information about yourself and your circumstances – *the College reserves the right to withdraw an offer of a place at College or the registration of a student, where there is evidence of fraudulent, false, or misleading information, or information that has been plagiarised.*
- Register with the College at the start of your programme and to re-register as required by the College (normally annually).
- Display your College ID Card at all times when on College premises, and comply with College regulation and policy.
- Attend scheduled sessions regularly, access the VLE, and undertake the necessary independent study. (If you fail to do this, without good reason, the College is unable to provide you with any additional study sessions or support, and you may fail to proceed to the next level.
- Work with tutors, support staff and fellow students to achieve the best you can.
- Notify your programme or module leader in the case of absence or illness or alert them to any difficulties you are experiencing at College, including the submission of any work for assessment.
- Use the systems in place to offer your feedback on College services
- Ensure that you are fully aware of all the costs and financial requirements of your programme of study, including tuition fees and additional costs.
- Make use of the services provided by the College.
- Comply with the College's Code of Conduct for Students, behaving with care and consideration for others and respecting their rights and feelings

### 3.3 Use of Social Media

- Students who use personal social media must not give the impression that they represent the position of Bradford College.
- Defamation of character of staff or students or partners of the College will not be tolerated (either through an official College account or through a personal account), and will be subject to investigation and possible disciplinary action.
- Communications via social media sites and tools must protect the College, its staff, students and partners, by remaining professional in tone and in good taste.

### 3.4 What happens if I fail to comply with regulations, policies and codes of conduct

The College will investigate allegations of misconduct in accordance with the relevant procedures. Misconduct may relate, for example, to academic misconduct, fitness to practise, failure to disclose criminal convictions, misuse of IT or other equipment. Dependent upon the seriousness of the misconduct disciplinary sanctions may be imposed, which can range from an oral or written reprimand, suspension or expulsion from the College.

If you do not meet the requirements of the regulations for assessment, you may not be allowed to progress to the next stage of your programme, and you may have to repeat assessments for parts or your entire course, or you may have to withdraw from your course and you may not be awarded the qualification for which you are studying.

In the event of your being expelled from the College or withdrawn due to non-progression, your Contract with the College will be terminated.

## **4. Tuition fees, deposits, debts and refunds**

4.1 Details of the tuition fee and any additional charges for your programme of study can be found in Appendix 1 to your offer letter "Programme information and requirements.

4.2 The College charges tuition fees for the delivery of its programmes and you will have primary responsibility for payment. These are determined in accordance with the Fee Schedule, your programme of study; mode of attendance and your fee status. Further detail can be found in the Bradford College Higher Education Tuition Fee Policy, on the University Centre website).

4.3 The College will invoice you (or, if applicable, a third party e.g. the Student Loans Company, or a sponsor paying on your behalf) for the tuition fees, to be paid on the date stipulated in the invoice.

4.4 You are personally liable for the full tuition fees and any additional costs for your programme of study and it is your responsibility to ensure these are fully met. If the third party does not make payment in full by the due date, you will be liable for invoiced personally for any outstanding balance.

4.5 If you fail to provide details of how your fees will be paid within 30 days of Registration, you will be blocked from the College and your programme of study. You must contact Registrar Services at the earliest opportunity to resolve any fee issues. Ultimately your registration may be terminated and you will be pursued for any debts you owe to the College (please see Bradford College Higher Education Tuition Fee Policy for further detail).

4.6 You are required to pay all outstanding tuition fees relating to previous academic years prior to Registration. Registration will be refused where there are fees outstanding from a previous academic year.

4.7 The College relies on information you have provided to determine the tuition fee to be paid. It is your responsibility to ensure that such information is accurate and complete, and if you knowingly withhold or tender false information you will have breached College regulations on student conduct and be subject to the College's disciplinary proceedings.

4.8 The College reviews tuition fees annually. Fee levels for continuing students are maintained from the first year of entry to a programme in accordance with the Higher Education Tuition Fee Policy.

4.9 Full details of your contractual obligations with regard to Fees are set out in the Higher Education Tuition Fee Policy for the current academic year. This policy also includes detail of:-

- Payment Methods
- Student Loans Company
- Sponsors
- Refunds, Waivers, Withdrawals and Cancellations
- Failure to Pay
- Debt Recovery
- Legal Jurisdiction
- Tuition Fee Policy Schedule 2 – Higher Education Home/EU Student Fees
- Tuition Fee Policy Schedule 3 – International Student Fees

## **5. Special programme requirements**

5.1 Students for certain specified programmes at the College must comply with special requirements before they can register for a programme. These special requirements are often imposed by law or the government,

accrediting or professional bodies, or other third parties and will be detailed in your offer letter if applicable. For example:

- a. the College has a legal obligation to ensure that all students comply with UK requirements to study in the UK. This will be checked at registration through your passport or other identity documents;
- b. DBS: some programmes may require a satisfactory check of criminal convictions (via the Disclosure and Barring Service (DBS)) e.g. programmes with placements that bring students into contact with children and/or vulnerable adults.

If your programme is in this category under regulation 9 of the Childcare (Disqualification) Regulations 2009 you may be disqualified 'by association' where you *"live in the same household as a disqualified person or in a household in which a disqualified person is employed"*. All Early Years and Later Years students must disclose this information, if relevant, when completing the DBS application form or registering on the programme. For further information visit:

<https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006>

NB. It should be noted that the fee for DBS applications (currently £44) is payable to the College by the student on completion of the DBS application form and is non-refundable in the event that you are unable to take up your place; this fee is set by DBS and may be subject to change. All the College's checks for students requiring a DBS are Enhanced;

If your programme requires a DBS check this will be clearly indicated in your offer letter, and an information pack provided for you to complete this process. DBS checks are required to be completed, including presentation of your DBS Certificate to the College, prior to Registration. In the event of your DBS check being incomplete at the time of registration, and subsequently being assessed as unsatisfactory, you would be required to withdraw from your place at College and your Contract would be terminated. If you wish to discuss any issues concerning your DBS check in advance of submission, then you are advised to contact a DBS Counter signatory, in Registrar Services.

- c. Health Screening is required for some programmes, this is facilitated by the College through an external specialist company, and there is no charge to the student; if your programme requires health screening this will be clearly indicated in your offer letter, and an information pack provided for you to complete the process. If the result of your health screening is delayed until after you have registered and comes back as unsatisfactory, you would be required to withdraw from your place at College and your Contract would be terminated.

5.2 Failure to meet any special requirements may result in the College withdrawing your offer of a place, terminating your registration and its contract with you. As a continuing student you have a duty to inform the College of any changes in your circumstances that may impact upon DBS, health, or requirements to study in the UK, and the College may terminate your Contract if it is found that you no longer meet these requirements.

## 6. Conditional offers

6.1 Offers of a place on a programme of study may be conditional on you fulfilling certain academic requirements, which will be stipulated in your offer letter.

6.2 If you fail to meet these conditions you should still contact the College as it may be possible to offer you a place on this or an alternative programme.

6.3 However, if having reviewed your position we are unable to offer you a place, you are under no contractual obligation to the College, and may apply to UCAS through Clearing, and your Contract with the College would be terminated.

## **7. Variations/changes to your Contract**

7.1 The College reserves the right to make reasonable changes to your Contract at any time. Changes will usually only be made in order to:

- a. comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;
- b. comply with any changes requested by the Higher Education Funding Council for England, the National College for Teaching and Leadership or any other major funding body or successor body, or any Professional, Statutory or Regulatory Body (PSRB);
- c. implement legal advice, national guidance or good practice;
- d. implement decisions of awarding/validating bodies which affect the College's delivery of programmes, for example, the implementation of new regulations;
- e. refresh the content of a module or a course in response to feedback from students and external examiners, or as a result of periodic updating, which will also result in updating of the programme specification and handbook
- f. changes to the placement arrangements or provision, which may be due to the availability of suitably high quality placement opportunities
- g. provide for the introduction of new or improved methods of delivery, services or facilities;
- h. reflect market conditions;
- i. rectify any error that might be discovered in the programme; and/or
- j. further to codify existing arrangements.

7.2 These changes will normally come into effect at the beginning of the next Academic Year, although the College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of students, required by a professional or statutory body or required by law.

7.3 The College will usually give prior notice to prospective students and students when changes to programme content or delivery, are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable. The College will take reasonable steps to mitigate the impact on students wherever reasonably practicable.

7.4 If you have any concerns about the rationale for or effect of any change that you have had notified to you, please contact the Registrar (see clause 18 for contact details).

7.5 If, as a result of a change made prior to registration you no longer want to study at Bradford College:

- a. you must notify the College in writing (and through UCAS, if applicable) prior to registration quoting your reason for withdrawal;
- b. on request, the College will use its reasonable endeavours to provide a suitable alternative programme at the College for which you satisfy the entry requirements, (for which tuition fees will be payable), or suggest a suitable programme at an alternative educational institution; and
- c. any tuition fees paid or pre-paid additional costs (including any deposit) will be refunded.

7.6 The College Prospectus is produced at the earliest possible date to provide maximum assistance to intending applicants. The College may make changes to the information within the on-line Prospectus to bring it up to date before you start your programme.

Where changes to the Prospectus constitute changes to your Contract you will be notified in writing at the earliest opportunity.

7.7 The College will consult with student programme representatives and give them an opportunity to provide feedback in relation to any major proposed changes before they are approved.

7.12 If you do not agree that the change is fair, you may wish to seek redress under the Student Complaints Policy and Procedure (See section 18).

7.13 You will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying the College within 3 weeks of being notified of the change.

#### **7.14 What will happen if you do not consent to a late change**

Upon receiving notification from you that you do not consent to a late change the College will arrange to discuss the matter with you formally within a reasonable period

If you remain dissatisfied following this meeting you have the right to withdraw from your programme. If you decide to withdraw:

- a. you must notify the College in writing, quoting your reason for withdrawal;
- b. the College will consider on a case by case basis, dependent upon the circumstances of the case, any claims for a refund of tuition fees.

#### **7.15 Termination (closure) and suspension of programmes**

7.15.1 Termination (closure) or suspension of a programme is undertaken in exceptional circumstances, in accordance with the College's "Termination and Suspension of Programmes Procedure". It requires justification from the proposing faculty, a cost analysis and a strategy to safeguard any current cohort of students. These are presented for formal approval to the Academic Quality and Standards Committee.

7.15.2 Prior to a programme starting, the College reserves the right to terminate (close) or suspend a programme where:

- a. an insufficient number or quality of applications received mean that the student experience cannot be guaranteed;
- b. it has concerns about the quality of the learning experience offered by your chosen programme;
- c. it no longer has the appropriate teaching and learning resources to deliver the programme to the standard necessary and/or
- d. the programme is no longer viable for academic, regulatory, legal, market-related and/or financial reasons;
- e. a commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a programme; and/or financial reasons.

7.15.3 Should the College need to terminate or suspend your programme of study after you have accepted the offer of a place, the College will write to inform you of the options available in good time and use reasonable endeavours to provide a suitable alternative programme at the College (for which you meet the entry requirements and for which tuition fees will be payable), or suggest a suitable programme at an

alternative educational institution. If no suitable alternative course can be provided for you at the College your Contract with the College will end.

7.15.4 Only in exceptional circumstances would the College terminate or suspend a programme after a cohort of students have commenced their studies. It will always make reasonable endeavours to deliver the programme in accordance with the programme specification to all students in that cohort. However, circumstances which are outside the College's control, for example a professional or statutory body withdrawing accreditation,, could determine that suspension or termination is necessary. In this event the College would ensure that proper consultation has taken place with all registered students in affected cohorts as to the options available. The College will:

- a. use reasonable endeavours to provide a suitable alternative programme to which you can transfer achieved credits on the same fee basis at the College, or suggest a suitable programme to which you can transfer at another educational institution, subject to satisfying course entry requirement and payment of fees;
  - b. return any tuition fees to the Students Loan Company or to you if you are self-funding already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such tuition fees have been pre-paid should you wish to withdraw;
- and:
- c. consider on a case by case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the termination or suspension of your programme.

## 7.16 Changes to regulations

7.16.1 As a registered student of Bradford College you are required to abide by, and to submit to, the regulations that govern your programme of study, and the College policies that affect students. These include regulations in (but not limited to) the following areas: admissions; academic and assessment; conduct, fitness to practise, expulsion and discipline; fees and financial; information technology; complaints and appeals. The regulations and policies form part of your Contract, and can be found on the "Bradford College University Centre Website", you are advised to familiarise yourself with these documents before you sign your Contract.

7.16.2 These changes would normally come into effect at the beginning of an Academic Year, only in exceptional circumstances would changes be introduced mid-year, where these were considered to be in the interests of students or where it is required by professional and or statutory bodies, or by law or by funders.

7.16.3 Changes to regulations are usually made for one or more of the following reasons:

- a. to review and update the regulations to ensure they are fit for purpose;
- b. 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;
- c. to incorporate Higher Education sector guidance or good practice;
- d. to incorporate feedback from students; and/or
- e. to aid clarity or consistency of approach.

7.16.4 In addition the College reserves the right to make reasonable changes to the regulations applied to programmes of study where an awarding body has required that changes are applied.

7.16.5 Where changes are made, the College will take reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to regulations before they become effective, or by phasing in the changes, if appropriate.

7.16.6 If you have any concerns about the rationale for or effect of any change to regulations and/or policies, please contact the Registrar at [registrarservices@bradfordcollege.ac.uk](mailto:registrarservices@bradfordcollege.ac.uk).

7.16.7 You will be notified of any changes and updated regulations will be made available on the Bradford College University Centre website.

## 8. Ownership of Students' work

As a general principle the College recognises that each student is the owner of the Intellectual Property he/she creates in the course of his/her studies, unless agreed otherwise in writing between the student and the College. All students, however, grant the College permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

## 9. Data Protection Act

9.1 The College is registered under the Data Protection Act 1998 ("**DPA 1998**") to hold personal data (as defined under the DPA 1998) ("**Personal Data**") including sensitive personal data (as defined under DPA 1998) ("**Sensitive Personal Data**") on its Students and third parties, such as individuals enquiring about College services. The College's entry on the register can be seen on the Website of the Information Commissioner's Office.

9.2 The College's Data Protection Policy sets out the College and its staff responsibilities in terms of data protection.

9.3 The College will only hold and use Personal Data for the purposes stated in the register entry and/or in line with the requirements of the DPA 1998.

9.4 The College may disclose your Personal Data to identified third parties and shall only disclose your Sensitive Personal Data with your explicit consent and/or as permitted under the DPA 1998.

9.5 By accepting an offer of a place 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 1998 and the College's Data Protection Policy.

## 10 Liability

10.1 The College is responsible to you for any foreseeable loss or 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 we owe to you at law, unless that loss is attributable to your own fault and/or the fault of a third party not within our control.

10.2 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, exceptional cases of staff illness, epidemic or pandemic, severe weather, natural disaster, fire, war, terrorist attack or threat of, civil disorder, political unrest, 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.

10.3 The College cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- a. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on College campuses) unless it is caused by the negligence or default of the College or its staff;
  - b. the non-return of work submitted for assessment;
  - c. personal injuries or death except in so far as it is caused by the negligence of the College or its staff;
  - d. all indirect and consequential losses, however arising;
- and:
- e. loss of opportunity and loss of income or profit, however arising.

10.4 Nothing in these terms and conditions limits liability arising from:

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

## 11 Termination of Contracts

### 11.1 Termination of Contract by the College

11.1.1 The College may without liability terminate your Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions or Regulations and in the circumstances, outlined below. In each case the College will investigate the circumstance following due process for disciplinary hearings; fitness to practise; appeals and complaints, as appropriate to the case:

- a. if you have provided false, incomplete or misleading information in relation to your application for admission, or during the registration process, or whilst a student of Bradford College;
- b. if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your programme;
- c. where your circumstances change so that you are no longer able to meet the special requirements set out in paragraph 5.0 above, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet the occupational health requirements, or you do not have permission to remain in the UK for the purposes of study at the College;
- d. if you fail to meet the requirement to register in the first year of your programme or fail to re-register in subsequent years within the required timescale;
- e. where it has been found that you have breached the regulations and code of conduct set out in the "College Charter"
- f. if following the College's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for students' performance for your programme in accordance with the Regulations, including but not limited to unsatisfactory standard of work, failure to meet any specified attendance requirements, failure to submit programme work, complete assessments and/or meet programme deadlines, failure to fulfil a specified contract of studentship, failure to complete a mandatory placement for a Programme, or failure to adhere to professional standards for training purposes;
- g. if you fail to pay any tuition fees by the due date specified by the College. This includes where you have an agreement with a third party for them to pay your tuition fees on your behalf since you are contractually responsible for payment of fees.

11.1.2 The effect of the College terminating your Contract under clause 12.1.1 or under any other provision of the Terms and Conditions will be that you will either be refused registration to the College or you will be required to withdraw from the College immediately and you will no longer be entitled to commence or continue your programme.

11.1.3 The College may in its absolute discretion refund or abate a proportion of any pre-paid tuition fees on a pro rata basis for the unexpired period of the Academic Year, subject to the College retaining an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid.

## **11.2 Termination of Contract by the Student**

11.2.1 If you decide prior to registration for your first Academic Year not to take up a place offered to you, you must notify us immediately in writing and in any event prior to the date upon which registration is scheduled to take place.

11.2.2 You may request to take time out from your studies (suspension), withdraw or transfer to another institution at any time after registration, but are strongly advised to discuss the implications in advance with relevant College staff (including faculty and relevant support services, and any sponsor/employer/funding body), as applicable, since such decisions can have significant implications.

11.2.3 You must apply to the College Registrar in writing in order for a break in study (suspension), withdrawal or transfer to take effect, and follow the College procedures.

11.2.4 You will continue to be considered as registered for tuition fees purposes until the College is properly notified or otherwise in writing.

11.2.5 Students should consult with the College's Higher Education Tuition Fee Policy with regard to payment of fees and refunds in such circumstances, although it is not normal practice to refund fees in these circumstances.

## **11.3 Severance**

If any term, condition or provision in this document is determined to be fully or partially invalid, unlawful or unenforceable all the other terms, conditions and provisions shall remain in force and effect so long as the economic or legal substance of the provisions is not adversely affected for either the College or the Student

## **12 Notices**

12.1 The College may serve notices on you by email to your College email address or by sending to the last recorded address, and any correspondence from the College shall be deemed to have been served two working days after dispatching to the address notified to the College by you.

12.2 The College shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the College informed of any changes to these addresses, and any changes to your names.

12.3 Any correspondence from you to the College should go to the address specified for such correspondence in these Terms and Conditions (see paragraph 15).

12.4 Such correspondence shall be deemed to have been served on the College two working days after posting or e-mailing.

## **13. Law and Jurisdiction**

Your Contract shall be governed by laws of England, though the courts of England, Scotland and Wales. However, in the first instance it is advisable for you to pursue any complaints through Bradford College's Complaints Procedures.

## **14. Headings**

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

## **15 Queries and complaints**

Queries about your Contract should be addressed to the Registrar, who shall be responsible for determining any matters of interpretation:

### **The Registrar, Registrar Services, Bradford College**

If you have any queries, concerns or complaints relating to the processing of your application, please contact:

### **Head of Student Administration, Registrar Services, Bradford College**

**Telephone Number (Registrar Services) +44(0)1274 433008**

**Email: [registrarservices@bradfordcollege.ac.uk](mailto:registrarservices@bradfordcollege.ac.uk).**

**Address: Bradford College, Great Horton Road, Bradford BD7 1AY**

The College has:

- an 'Appeals and Complaints Procedure for Applicants'
- and
- a Student Complaints Policy and a Student Complaints Procedure

Copies of these procedures are available on request or on the Bradford College University Centre Website, and will be sent to you by e-mail along with this Terms and Conditions document. Should you remain dissatisfied with the outcome of a complaint dealt with through these procedures you have a final option of submitting your complaint to the Office of the Independent Adjudicator (OIA).