

## **TERMS AND CONDITIONS FOR HIGHER EDUCATION COURSES**

Updated August 2020

### **1. INTRODUCTION**

The offer of a place on a higher education course or programme of study at New City College (hereafter “the College”) is made subject to these terms and conditions. Your acceptance of the place at the College is also your acceptance of these terms and conditions and represents an agreement between you and the College. This document, and any policies or procedures to which it refers, together with your enrolment documentation and any course-specific conditions applicable to the course you choose to study, form the contract made between you and the College.

These terms and conditions set out your rights and obligations and those of the College. It should be noted that these terms and conditions relate solely to the provision of tuition related services by the College; they do not cover other College services and activities.

These terms and conditions do not apply to students who undertake their course at another institution, for example through a franchise arrangement.

### **2. YOUR COMMITMENT TO STUDY**

By accepting the offer of a place at the College you agree to comply with the provisions of all the College’s regulations, rules, codes of conduct, policies and procedures that apply to enrolled students from time to time.

Key elements of the Commitment to Study that you should be aware of include (but are not limited to):

- The College’s expectations with regard to student attendance, academic due diligence and academic progress. These will be communicated clearly to you during the induction period at the start of your course. Failure to meet these expectations may mean that you are not permitted to progress on your course.
- The College’s rules regarding academic misconduct, including plagiarism and the processes the College uses to detect plagiarism. These are set out in the Academic Misconduct Policy which students can access on the college’s website and the Virtual Learning Environment (Moodle). Breach of these rules may result in a disciplinary process and/or expulsion.
- The College’s rules regarding payment of sums due to the College, which can be found in our published fee payment information. If you do not pay money that you owe to the College, the College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so, and may include being withdrawn from the College. In deciding whether to do so, the College will consider all the circumstances of your case.
- The College’s expectations of student behaviour, as set out in the annual Commitment to Study agreement which is displayed prominently across campuses.

Breach of these rules and expectations could result in a disciplinary process and the imposition of sanctions, including being withdrawn from the College.

Where your course requires student work placements or other activities which routinely place a student in contact with children or vulnerable adults there is a requirement that you will undergo additional checks which can include an enhanced Disclosure and Barring Service check (arranged by the College). Depending on the outcome of these checks, you may not be eligible to enrol on these courses.

If you are offered a place on a course where a criminal conviction would affect your eligibility to study or carry out a work placement there is an obligation that you notify the College immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course. Failure to notify could result in termination of the College's contract with you or disciplinary action against you.

The College's regulations, rules, codes of conduct, policies and procedures are subject to periodic review and may be updated by the College from time to time to ensure that they remain fit for purpose and compliant with relevant legislation and regulations, e.g. the requirements of quality assurance, regulatory or accrediting bodies, to incorporate sector guidance or best practice. The College will take all reasonable steps to minimise disruption to students e.g. by giving reasonable notice of changes to regulations before they take effect or by phasing in changes, if appropriate.

If necessary, information can be provided to you in other formats - please contact the College's Admissions Team to discuss your needs.

### **3. ADMISSIONS**

Any offer made to you is subject to you satisfying the academic and/or equivalent industry experience requirements for your course and is made in accordance with the College's policy for HE Admissions, which is available on our website.

If you have received a conditional offer, we will set out the conditions in the offer that you need to fulfil in order to be admitted to the course. Applicants are expected to have met all conditions of their offer at the time of enrolment.

We may withdraw or amend any offer, or terminate your studies at the College if we discover that your application contains incorrect or fraudulent information, or if you are found to have omitted key information.

You must notify the College at the earliest opportunity in the event that there is a change in your circumstances between the acceptance of an offer by you and the beginning of your course which means that the information you gave in your application is no longer accurate or correct.

If you are a non-EEA citizen and/or require a visa to enter or remain in the United Kingdom, the offer and your attendance on the course are subject to you meeting the requirements set out by UK Visas and Immigration in the terms of Tier 4 accreditation. See the gov.uk website for current regulations and please ask to speak to an International adviser at the College before you apply.

If you accept the offer of a place on a course and then choose to defer entry to a later year, the terms and conditions of your contract with the College shall be those applicable to the year in which you commence your studies with us.

#### **4. RIGHT TO CANCEL**

You have a statutory right to cancel your contract with the College without giving any reason. The cancellation period under UK consumer law will expire 14 days from the day you enrol.

To exercise your right to cancel you must inform the College of your decision to cancel this contract by:

- Sending an email to the College's HE Admissions Office (admissionsRBC@ncclondon.ac.uk); or
- Completing and returning the New City College Cancellation Form for Higher Education programmes.

If you cancel this contract within the cancellation period described above, the College will reimburse to you all payments received, In addition to the cancellation period the College will allow you to cancel the contract at any time up to the date on which your course is due to commence. If you cancel the contract after the cancellation period has expired, the College will not be obliged to refund payments made by you. For further information refer to the Higher Education Refund and Compensation Policy:

<https://www.ncclondon.ac.uk/downloads/docs/Higher-Education-Refund-and-Compensation-Policy.pdf>

You are required to pay a course tuition fee to the College for each year of your course and information on how to pay your fee, can be found in the College's fee policy. On enrolment, you agree to pay the course tuition fee, any other course related costs and expenses as outlined to you.

The published course tuition fee will in most cases be retained for second or subsequent years of your course, however the College reserves the right to increase the fee each year Subject to government regulations on fee increases. Your course and qualification may require you to pay other costs which are not covered by your course tuition fee. Examples include (but are not limited to) registration with Professional, Statutory or Regulatory Bodies with whom you are required to register (for example, courses in Law, Social Sciences, Teacher Training) and some courses (particularly in Art and Design subjects) require you to produce work where the choice of materials used is at your own discretion and cost. In addition, most courses have a recommended list of books which you may need to purchase or otherwise access. Where such other mandatory costs apply, you will be notified prior to enrolment.

#### **General costs**

You are expected to provide your own writing equipment (pens, pencils etc.) and stationery.

#### **Costs for optional activities**

Some courses provide opportunities for students to undertake optional activities which are not a mandatory part of the course. Participation is at your discretion, and may be subject to additional costs. Details of such activities/opportunities will be provided directly by your course team.

#### **5. YOUR OBLIGATIONS**

You are required to:

- Attend all activities which form part of your course, such as classes, workshops, lectures, training, tutorials, examinations and other activities (subject to absence for genuine medical reasons or other circumstances acceptable to the College)
- Complete and submit all course work required for the course by agreed deadlines or inform course tutors where a situation arises that prevents you from doing so
- Carry out adequate preparation for any activity which you are required to undertake in connection with your course
- Provide the College with an emergency contact name and details which may be used by the College at its discretion
- Comply with any professional standards that may be applicable to your course
- Conduct yourself in an appropriate manner in accordance with the College's Commitment to Study
- Wear/display your New City College ID card and lanyard at all times when on campus and present it to College staff if requested to do so (a nominal fee will be charged for a replacement card)
- Comply with any reasonable instructions issued to you from time to time by or on behalf of the College
- Notify the College promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address or contact number (including mobile phone number)
- Pay all course tuition fees and other applicable fees in connection with your course

It is a condition of entry on to the course, and of your subsequent continuation in each academic year, that you formally enrol at the college.

#### **6. DISCLAIMER (including withdrawal or variation of courses)**

The College will do all that it reasonably can to provide the educational services as described on its website, in the prospectus or in other documents issued to appropriately enrolled students. Sometimes circumstances beyond the control of the College mean that it cannot provide such services. Examples include (but are not limited to):

- Industrial action by College staff or third parties
- The departure of College staff (in this situation the College will provide cover wherever possible)
- Power failure
- Acts of terrorism
- Damage to buildings or equipment
- Where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled

In such circumstances, the College will take all reasonable steps to minimise the disruption to its educational services and to those affected. The College excludes liability, to the full

extent that is possible under the general law, for any loss and/or inconvenience suffered by any applicant or student as a result of such circumstances.

The College will use all reasonable endeavours to deliver the course in accordance with the publicised description of the course. However, the College may make reasonable changes to the course (including to the content of the course where developments in the subject area make that necessary or a relevant regulatory/accrediting body requires changes to be made; the location of the course or the method of delivery of the course) where that will enable the College to deliver a better quality of educational experience to students. If the College makes any changes your course and you are not satisfied with those changes, you will be offered the opportunity to withdraw from the course and, if required, reasonable support to transfer to another provider.

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

## **7. TERMINATION OF THESE TERMS AND CONDITIONS**

If you choose to formally withdraw from your course before completion, or if you are excluded from the College for breach of rules and expectations, you must:

- Immediately return the New City College ID card which was issued on enrolment
- stop attending lectures, timetabled teaching sessions or undertaking research
- Return all items and materials issued to you but owned by the College
- Cease using College facilities

## **8. DATA PROTECTION**

The College shall hold, use and process personal data or information about you in accordance with the Data Protection Act 1998 and from 25 May 2018, the General Data Protection Regulation (GDPR).

## **9. GENERAL**

These terms and conditions relate only to higher education courses delivered directly by New City College.

Should any element of the above Terms and Conditions becomes illegal, invalid, void or unenforceable, it shall not affect the legality, validity or enforceability of the other elements.

These conditions shall be carried out in all respects in accordance with the laws of England.