



HIGHER EDUCATION

The student contract - main terms and conditions

1. Introduction

This document sets out in detail the relationship between you and Chichester College, which starts when you accept an offer of a place. These contract terms apply from 1 September 2016. Note that you may have other contractual arrangements e.g. accommodation, Student Loans Company and these will be subject to separate agreements.

2. Your contract information

2.1 Before you apply for a place or accept the offer of a place at Chichester you should familiarise yourself not only with this document but with the College website and the following documents which are to be found on the HE pages: the prospectus, HE student handbook, HE assessment policy, HE appeals policy, HE Complaints procedure and student loans regulations and policies which together make up your contract information.

2.2 When you accept the offer of a place at Chichester College you agree to be bound by the above terms and therefore we advise that you read the documents thoroughly. If you become a student at Chichester College you become a member of our academic community and are expected to treat all staff and students with respect.

3. Consideration of applications

3.1 Chichester College considers all applications on their merits. Although feedback is usually available, the College is not obliged to provide reasons for its academic admissions decisions.

3.2 The College reserves the right to vary any entry requirements from time to time.

3.3 Offers of a place may be conditional on an applicant fulfilling either academic and / or other conditions, which will be set out in your offer letter and / or decision via UCAS.

3.4 The offer made to you is for entry in the academic year specified and tuition fees and any other charges will be at the rate advertised for that particular academic year of entry.

3.5 You have a right to bring a complaint or an appeal in respect of an admissions decision and the procedure to follow is set out in full in the Recruitment and Admissions of HE Students Policy.

3.6 All applicants will be required to declare unspent criminal convictions for violent, sexual or drug-related offences. Certain professional courses may also require an enhanced check with the Disclosure and Barring Service for which a fuller disclosure is required.

4. Immigration requirements

Chichester College has a legal obligation to ensure that all students comply with UK immigration requirements and hold the appropriate visa (where applicable). As part of the immigration process you will be required to demonstrate a particular level of English language competence and there will also be other requirements relating to health checks and attendance. Failure to comply with any of these requirements may result in your visa being curtailed and you being asked to leave the College.

5. Your contracts with Chichester College

5.1 Your legal relationship with the College is comprised of two separate contracts: the first of these, known as the “pre-enrolment contract” arises when you are offered a place, while the second, known as the “enrolment contract” is formed when you have met the conditions of your offer (if any) and registered as a student.

The pre-enrolment contract

5.2 Your pre-enrolment contract effectively reserves a place for you subject to the conditions of your offer letter. You have a statutory right to cancel your pre-enrolment contract during a “cooling-off” or cancellation period of 14 calendar days after the day you accept the offer. If you do not register within two weeks of the start of the course, your pre-enrolment contract will automatically expire at that date.

The enrolment contract

5.3 You are required to enrol with Chichester College at the start of your course and to re-register as required by the College (annually unless otherwise specified). When you first enrol on your programme you must obtain your student ID card to complete the registration process.

5.4 When you register at the College, you become subject to the terms of the Student Contract, comprising the “Main terms and conditions” and Regulations available on the website. It is at this point that you become liable to pay tuition fees. Where someone else is responsible for making payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay.

5.5 If you fail to complete enrolment within two weeks of the start of your course, but continue to access College facilities and services as if you had registered, you will be deemed to have accepted the College’s terms and conditions and be liable to pay tuition fees in accordance with this contract and the College’s Tuition Fee Policy.

5.6 The College permits all students starting an award bearing course to withdraw from the course without charge if they do so within the first two weeks, from the scheduled date of enrolment or from the programme start date, whichever is later and receive a full refund of any contribution to fees paid directly to the College. Beyond the statutory and permitted cancellation periods set out above, tuition fee liability will be calculated in accordance with the College’s HE Student Loans process.

6. How to cancel

6.1 You have the right to cancel your acceptance of this agreement within a period of 14 days after the day on which you accepted the terms of this agreement, without giving us any reason. This “cooling off period” is derived from the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You may wish to seek advice and guidance from the Registrar before withdrawing from the College to ensure that you are making an informed decision and have explored other options.

6.2 To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect by informing the College’s Registrar, in writing by letter or email.

6.3 If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you in relation to this contract to the bank account, credit card or debit card used to pay the fee. Please note that we are unable to refund in cash.

6.4 Beyond the statutory cancellation period, you must inform the College of your intention to withdraw as specified in the HE Student Loan policy.

7. Tuition fees

7.1 Every student is charged a tuition fee for each year of his or her course. This fee covers the educational and related services made available to students whilst they study at Chichester College, including, but not limited to, tuition / supervisory services, access to learning / technical resources, assessment of submitted work, support/ welfare provision and membership of the Students’ Union.

7.2 Please note that Chichester College will only accept tuition fee payments by cheque, debit or credit card or BACS. The College cannot accept tuition fee payments in cash.

7.3 It does not cover charges that may be incurred through accessing other College services, including residential accommodation, optional activities or materials / printing / photocopy charges, library fines (e.g. damaged or lost books or late returns) or other fines. These costs depend on the choices that you make after enrolment and therefore cannot be accurately estimated at the beginning of a course or programme of study. This information is available to you before you commit yourself to further costs.

8. Tuition fee status

On receipt of your application Chichester College carries out an assessment of your fee status determining the amount you are likely to pay after registration. This decision is based on guidelines provided by the Department of Education: Education (Fees and Awards) Regulations 1997.

9. Changes to your course

9.1 From time to time it may be necessary to review or change the content of

your course and/or individual modules. This may be required to refresh the course and to ensure that it is fit for purpose, to reflect changes in sector guidance to meet the requirements of external accrediting bodies, to respond to student feedback and external examiners' comments or to reflect the availability of academic staff. The College will inform you and give you an opportunity to provide feedback to it in relation to any proposed changes and will attempt to minimise any adverse impact on you. The College will not withdraw a course (even if new recruitment ceases) until all registered students have completed their studies and will give you reasonable notice in the event of withdrawal or fundamental changes to your course.

9.2 If it becomes necessary to consider making any significant changes to the advertised content of your course after you have accepted an offer of a place we will tell you about these at the earliest opportunity and provide you with alternative options wherever possible.

10. How we will communicate with you

Once you have enrolled Chichester College may contact you by email using your College email address or by means of the student intranet (known as ChiOnline) and you should therefore check both on a regular (at least daily) basis.

11 Engagement with your studies

11.1 You should engage with all learning activities which form part of your course, subject to absence only for medical reasons or other personal reasons agreed in advance with your programme or subject leader. You should also be aware that most courses and modules require a specific level of attendance which will be clearly stated in the module or programme handbook.

11.2 Chichester College places high value on attendance at all timetabled learning activities so that students can achieve their full potential. It is important that you attend timetabled/scheduled sessions as unauthorised absence may lead to formal communications and ultimately this could result in you being excluded from the College.

11.3 In addition, for international students, the College has a legal responsibility to report serious cases of non-attendance to the UK government - since this may affect the validity of a student's visa and it is therefore important that you notify your course leader or the HE Student Advisor in advance of absence.

11.4 If at any time you have problems which may prevent you from attending sessions or continuing as a student, please talk to your course tutor or HE Student Advisor who will do their best to help you.

12. Work experience

12.1 For programmes where work experience is integral, the College will provide assistance and support to help students find placements students within the local area (typically West Sussex and Hampshire. Arranging travel to and from the placement is normally the responsibility of the student.

12.2 For programmes where a work experience placement may be an optional but not a compulsory and integral part of the programme, the College will provide

support helping students find a placement, preparing for placement and ongoing support through the placement period, but the College is not liable for failure of placement providers or of placement providers to provide a suitable placement. Arranging travel to and from the placement is normally the responsibility of the student.

13. IT equipment

Students may connect personal IT equipment to the Eduroam network via WiFi as set out in the Acceptable Use, Bring Your Own Device and IT Security Policies. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the College or its staff, and provided always that the College accepts no liability for any indirect and consequential losses. However, please be assured that the College takes all reasonable precautions to protect staff and students against virus attack (and similar) through its firewall protection.

Use of college IT equipment and software provided is also covered by the Acceptable Use and IT Security Policies.

14. Complaints

If you are an applicant to the College and have concerns about the way your application was handled you may have recourse to the Recruitment and Admission of HE Students Policy. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of the College's service by means of the HE Student Complaints Policy. You may wish to consider contacting the HE Student Advisor for advice and guidance before pursuing formal processes.

15. Students' Union

All students are automatically registered as members of the Students' Union unless you notify us that you do not wish to register. Details of the procedures for opting-out of membership and other information relating to the Students' Union are available on the student intranet (ChiOnline). A student who has elected to "opt-out" is still entitled to full use of all facilities but may not stand for office or take part in Students' Union elections. The Chichester College Students' Union is affiliated to the National Union of Students and members enjoy the benefits which that confers.

16. Intellectual property

16.1 During the course of your studies at Chichester College, you may generate work which is new, novel and creative; such work is known as Intellectual Property (IP). There are five main categories of Intellectual Property Rights: Patents; Copyright; Database Rights; Design Rights; Trade Marks.

16.2 Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you 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.

16.3 You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.

17. Partner institutions

17.1 If you are studying at a partner institution, you will be subject to certain additional regulations and contractual terms of that institution, including disciplinary regulations.

17.2 Breach of these additional regulations or contractual terms may be treated as a breach of the College's regulations and may result in the College requiring you to withdraw from your course, the withholding of services and/or the termination of the enrolment contract between you and the College.

17.3 The College has agreements with partner institutions which set out the roles and responsibilities of each in relation to your admission, course and services.

18. Data Protection Act

18.1 Chichester College is registered as a data controller with the Information Commissioner's Office, and collects and processes information about students for various teaching, research and administrative purposes. All such activity is governed by the Data Protection Act 1998 and students are entitled to have access to the records held about them to ensure accuracy and fairness.

18.2 Purposes for which information is held include:

- general College administration requiring personal and academic details
- management of academic processes such as academic audits, examination boards and award of degrees
- the management of College residences and social events
- alumni operations, including fund-raising
- the provision of advice and support to students via, amongst others, Student Records, Student Experience Services and the Accommodation Office
- Internal research, including monitoring quality and performance.

18.3 The College, via academic departments, Student Experience, Student Records and other ancillary departments, allows employees and agents of the College to access data on a strictly need-to-know basis. Student information is disclosed to a variety of third parties or their agents, notably:

- students' sponsors (including Local Authorities), the Student Loan Company, and funding and research councils
- Research companies working on behalf of funding and regulatory bodies to enhance the student experience such as the National Student Survey (NSS) and the Destinations of Leavers from Higher Education survey (DLHE)
- Students' Union
- Government departments including the Higher Education Statistics Agency (HESA) Further information is contained in the HESA Fair Processing Notices: <http://www.hesa.ac.uk/collection---notices>

- Department for Business Innovation and Skills (BIS).
- Council Tax Registration Officers
- current or potential employers of Chichester College students
- current or potential providers of education to Chichester College students (including placement providers)
- Professional and statutory bodies.

18.4 The accuracy of personal information provided by students may also be checked by the College against relevant external sources. The College undertakes to maintain student data in secure conditions, and to process and disclose data only within the terms of its data protection notification. The details above indicate the nature of this notification but are not exhaustive. Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your address, personal details or course enrolments.

18.5 For full details please refer to the College's Data Protection Policy [.](#)

19. Health and safety

19.1 Chichester College will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities. [Health & Safety Policy](#)

19.2 You should be aware of the safety rules applying to buildings, your course or department; read the safety notices, the student intranet (ChiOnline) and know what to do in the event of a fire and be aware of at least two escape routes from your place of study or any other area you may occupy.

19.3 In addition students with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information so as to enable the College to implement personal emergency evacuation plans (PEEPs) and fulfil its obligations in relation to fire safety arrangements.

19.4 There are restrictions on bringing hazardous materials or substances onto College premises, including halls of residence, which could give rise to safety or security concerns

E.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances and drugs etc.

19.5 Teaching departments will provide you with induction and training relating to health and safety appropriate to your course of study. This should include:

- advising you of the College Emergency contacts and procedures for fire and First Aid provision and procedure for safe evacuation
- accident prevention and reporting (accidents should be reported to the member of staff in charge of the session)
- safe use of materials / equipment
- any hazardous substances
- specific policies / safe working procedures
- Risk assessments / safety precautions.

19.6 Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with the College where duties are imposed under the Health and Safety at Work Act or other statutory provisions.

19.7 This includes avoiding careless or reckless behaviour and also taking positive steps to identify and understand hazards, paying particular attention to dangerous areas as well as

Residences. You are required to comply with safety rules and procedures, and thus ensure that nothing you do or fail to do will place yourself or others at risk. Any issues regarding health and safety should be reported to your course tutor / supervisor. Further information relating to safety can be found on the student intranet (ChiOnline) Health & Safety pages.

19.8 The College's student disciplinary procedures may be invoked in the case of students breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

20. Liability

20.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.

20.2 Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

20.3 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, over or under demand from students, staff illness, and significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your course.

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

I. 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 fault of the College or its staff;

II. the non-return of work submitted for assessment;

III. personal injuries or death except in so far as it is caused by the negligence of the College or its staff;

IV. all indirect and consequential losses, however arising; and

V. Loss of opportunity and loss of income or profit, however arising.

20.5 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the College in contract, tort,

breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to the College or the amount, if any, the College receives from its insurers in respect of that particular loss, whichever is the greater.

21. Insurance

You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) before coming to the College (note that if you have a place in College halls basic contents insurance is included). The College is not liable for damage to or loss of such personal property. In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance.

22. Withdrawal of services

22.1 Chichester College reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the College, for example, where:

- I. events beyond the College's reasonable control prevent a service from being delivered either temporarily or permanently;
- II. information technology systems require essential maintenance work, upgrades or repairs;
- III. health and safety or other legal reasons apply; or
- IV. Improvements and changes are being made to the College's estate and facilities.

22.2 The College will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

23.4 The College reserves the right to make reasonable additional charges and to vary such charges from time to time for services in order to cover costs or to ensure the availability of services for the benefit of all students, (for example by fining students who misuse library services to the detriment of other users).

23.5 The College is unable to guarantee that all services will be available at all times to all students but will endeavour to provide a reasonable level of provision when the College is open.

23. Termination of contract

Chichester College may terminate your contract at any time if you are in material breach of these terms and conditions and in the following circumstances:

- I. If you have provided false, inaccurate or misleading information in your application to the College.
- II. If you fail to meet the specific conditions or requirements for your course.
- III. If you fail to meet the conditions of your offer letter.

- IV. If you no longer meet immigration requirements.
- V. If you acquire a relevant criminal conviction.
- VI. If you fail to enrol.
- VII. If you are withdrawn for failure on assessment.
- VIII. If you fail to pay your tuition fees by the required deadline.

24. General

24.1 If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

24.2 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Course and replace any other undertakings or representations.

24.3 This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

24.4 Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

25.6 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

25.7 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

25.8 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Version 1.2 Jan 2017