

# **Waltham Forest College Higher Education Student Contract**

## **(Terms & Conditions)**

Please ensure that you read this document carefully and take independent advice if required.

### **1. INTRODUCTION**

- 1.1 When you accept an offer of a place with the College, this agreement takes effect. This agreement is comprised of these terms and conditions (and the documents referred to in them) and any of the College's rules, regulations, policies and codes that are in force from time to time. By entering into this agreement you agree to be bound by the terms of this agreement, any additional agreement that is required as part of your course and the other documents referred to in this agreement. Accordingly, you should read this and the other documents carefully.
- 1.2 This document aims to provide a framework for us to work effectively together and sets out the contractual basis of your relationship with the College. You should familiarise yourself with the range of College and education regulations and policies, referred to in this document. These can all be found on the College website.
- 1.3 Upon signing this agreement you warrant that you have read, understood and agree to the terms of this agreement and understand that a legally binding contract is then formed between you and the College.
- 1.4 The College may change this document from time to time to comply with any legal or regulatory requirements. If the College is required to make significant changes to this document, the College will notify you of this as soon as possible.

### **2. THE AGREEMENT**

#### **2.1 Commencement of the Agreement**

This agreement commences on your acceptance of a place on a higher education course with the College. If you wish to terminate this agreement before enrolment you must notify the College, either directly to the Admissions Officer or via UCAS, that you do not wish to take up your place. There will be no consequences for withdrawal at this stage.

### **3. THE COLLEGE'S COMMITMENT**

#### **3.1 The College will:-**

- (i) provide you with education services (including (a) teaching, learning and, where applicable, research opportunities; (b) course materials and assignments; resources, facilities and support; and (c) administration, enrolment, assessment, placement and other services) and related activities which the College considers appropriate for your programme;

- (ii) provide you with tuition, advice and learning support, with reasonable skill and care and making appropriate effort to deliver your course as described in the College prospectus and your course handbook;
- (iii) obtain feedback from you about your experience at the College via Student Engagement;
- (iv) maintain and enhance the quality of your course, drawing on both internal and external feedback;
- (v) comply with your rights as a consumer under relevant consumer protection legislation;
- (vi) provide you with all necessary information (including information relating to your programme, such as tuition fees;
- (iv) take all reasonable steps to provide you with the information you require to assist you in your studies; and
- (v) ensure that College staff engage in continuing professional development and industrial updating.

**4. STUDENT EXPECTATIONS.4.1** The College expects students to:-

- (i) check that the details in the course offer are complete and accurate;
- (ii) attend induction events lectures, tutorials, workshops, examinations and other activities forming part of the course provided by the College (apart from absence for genuine medical reasons or other special circumstances);
- (iii) submit both formative and summative assessments as required for the course provided by the College on time;
- (iv) undertake adequate preparation for any activity you are required to undertake outside the College in relation to your course, always conducting yourself in an appropriate manner;
- (v) comply with any relevant professional standards relating to your course and/or any special conditions set out in your course handbook or notified to you by the College;
- (vi) comply with the College behaviour policy which is available on the College website;
- (vii) wear your student ID card and lanyard at all times whilst on College premises;
- (viii) actively engage with the College by checking your College email account regularly for updates and current information;
- (ix) disclose any unspent criminal convictions or ongoing criminal investigations when applying to the College, or received whilst studying with the College;
- (x) notify the College's Student Services of any changes to your name, term-time address and/or home address, or any other change to information supplied by you in your application;

- (xi) notify the College of any changes in circumstances, including your health status or any police investigations where this has a direct impact on your ability to undertake a specific course of study;
- (xii) pay your tuition fees and other expenses relating to your course in a timely manner. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. ;
- (xiii) inform Student Services in writing via email or completion of associated form, with your personal tutor if you wish to withdraw from, transfer or suspend your studies; and
- (xiiii) comply with all relevant College and awarding body regulations, which may be amended from time to time. Full updates on College policies and procedures are available online at **XXX**

## **5. CHANGES TO COURSES OR COURSE CANCELLATIONS**

### **5.1 It may be necessary for the College to:**

- (i) revise the terms, content or delivery of courses from those set out in the prospectus or relevant website; or
- (ii) discontinue, suspend, merge or combine options within course and/or programmes; introduce new options, courses or programmes, in circumstances outside the control of the College.

These circumstances may include (a) lack of availability of key personnel without whom the College cannot provide its services; (b) over- or under-demand from students; (c) lack of funding; (d) acts or omissions of placement providers and other third parties; (e) cancellation of third party licences; (f) changes in the requirements of a commissioning or accrediting body; (g) strikes and other industrial action; (h) events such as government restrictions, civil unrest, severe weather, failure of public or private communications networks; or (i) the course is no longer considered viable for academic, regulatory, legal, commercial, financial or other reasons.

### **5.2 The college reserves the right, in its absolute discretion to:**

- (i) make changes to the details of courses/programmes of study it considers reasonable including changes in content, delivery or teaching staff without liability to you. These changes are unlikely to negatively impact students and will generally be motivated by annual reviews and/or student feedback. Where a change is more significant, student consultation will take place before any changes are made that will impact current students except where the change is required for regulatory or legal reasons, or on account of events beyond the College's control, in which case the College will notify you of this as soon as possible and the College and the shall try to minimise any adverse impact on you.;
- (ii) cancel any course/programme of study it considers reasonable including where the number of applicants holding offers is, at any time, deemed to be insufficient for the College to justify provision of the course/programme of study.

- 5.3 Where the delivery of a course/programme is uncertain, this will be communicated to students at the earliest stage and every effort will be made to identify a suitable alternative in the event the course/programme is subsequently cancelled.
- 5.4 Where a course is cancelled, its delivery for continuing students will be unaffected and provision will be made for them to complete the course/programme, including those students who are required to repeat modules because of academic failure. The detail of such provision will be communicated to students in a timely fashion.
- 5.5 If the services of the College are affected by an event referred to in this clause, if an entire course and/or programme is cancelled before its start date and you have made any payments in advance, the College will take steps to provide you with an alternative programme or will refund those payments to you.
- 5.6 For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this agreement constitutes an 'off-premises' contract or 'distance contract', then in your position as a consumer you have a statutory right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire the earlier of 14 days from the day you received the material information relating to your course for which you have accepted the offer of a place or 14 days from you signing the liability form at enrolment.
- 5.7 To exercise the right to cancel, you must inform the College of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post or e-mail). If you cancel this agreement as set out above, the College will reimburse to you all payments received from you.
- 5.8 The College will endeavour to make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this agreement. The College will reimburse you 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.
- 5.9 If you cancel the agreement after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the Agreement (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the College's Tuition Fee Policy.
- 5.10 If your course is due to begin within 14 days of the date on which you receive the material information or sign the liability form, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the agreement within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the College's service to you to the date of cancellation, as set out in the College's Tuition Fee Policy.

## **6. DATA PROTECTION**

- 6.1 The College will securely hold and process your personal data including some sensitive personal data whilst you are a student of the College and after you have left the College in accordance with the College's Data Protection Policy and any and all applicable data protection legislation.

- 6.2 Sensitive personal data includes information held by the College as to your physical or mental health, sexual life, racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you (including the outcome or sentence in such proceedings). You agree to this personal data being processed in accordance with the College's policies.
- 6.3 The College will process the amount of personal data necessary for completion of your studies, administrative purposes, use of College services; and, to meet legal duties and activities. Where required to do so by law, your data may be disclosed to third parties such as the Higher Education Statistics Agency, the Home Office and other Government agencies.
- 6.4 The College may video record educational activities in which you may be involved. Please note that generally you are not entitled to record College educational activities yourself.
- 6.5 You hereby give explicit consent for the College to check, verify or communicate with any government department, agency or similar body, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the College.
- 6.6 In some circumstances, the College uses data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in the College's annual report, prospectus or Programme materials. The College will make use of these photographs without requesting further consent. Personal data alongside photographs will only be used with your explicit consent.

## **7. CONFIDENTIALITY**

- 7.1 You undertake to keep confidential and not disclose to any third party, or use yourself (other than for the purposes permitted under or in accordance with this agreement), any:
- (i) confidential or secret information in any form directly or indirectly belonging or relating to the College, or its business or affairs and whether disclosed by the College and received by you or otherwise gathered by you and whether or not such information has been developed, modified or improved;
  - (ii) any issues which you have experienced or are experiencing at the College or in relation to your course;
  - (iii) any disciplinary or investigative proceedings;
  - (iv) the terms of this agreement;
  - (v) anything else which the College notifies to you as being confidential from time to time, (Confidential Information).
- 7.2 These confidentiality obligations shall survive the expiry or termination of this agreement for any reason, but shall not apply to any Confidential Information which:
- (i) is publicly known at the time of disclosure; or
  - (ii) becomes publicly known otherwise than through a breach of this agreement by you; or

- (iii) can be proved by you to have reached you otherwise than by being communicated by the College, including being known to you prior to disclosure, having been developed by or for you, wholly independently of the College, or having been obtained from a third party without any restriction on disclosure on such third party of which you are aware, having made due enquiry; or
- (iv) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that, where practicable, the College is given reasonable advance notice of the intended disclosure.

7.3 You shall not use any of the College's Confidential Information for any purpose other than to perform your obligations under this agreement.

## **8. COMPLAINTS**

If you wish to make a complaint about the College, you must use the College's complaints procedure. This procedure has been devised to help to resolve any complaints by you as promptly and fairly as possible. The College complaint procedure is available from the College website or from Student Services. Only after exhaustion of the college internal process should external regulators be approached.

## **9. TERMINATION OF THE AGREEMENT**

9.1 This agreement will end automatically:

- (i) when the College publishes notification of award decisions relating to your course. In cases where an award is not published, the effective date of completion will be the issue date of the record of your progress relating to your course;
- (ii) if you withdraw from your course;
- (iii) if you are required to withdraw in accordance with the College's disciplinary or non-academic requirements procedures or by a decision of the appropriate board based on your academic performance;
- (iv) when you complete your course; and/or
- (v) in cases of non-payment of fees in accordance with the Colleges' fee regulations.

9.2 You may terminate this agreement after you enrol, but only by giving formal notice as explained in clause 4(xii). This will not end all your responsibilities under this agreement.

9.3 The College may terminate its relationship with you with immediate effect if:

- (i) you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your course;
- (ii) between accepting the offer and starting your course there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on your course;

- (iii) the College becomes aware of information about you which the College did not know before and which, in the College's reasonable opinion, makes it inappropriate for you to study on your course;
  - (iv) in the College's reasonable opinion 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 or your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or
  - (v) you have committed a material breach of this agreement which is irremediable or, if remediable, you have failed to remedy the breach within such reasonable time that the College has afforded you or you repeatedly commit breaches of this Agreement such that the College is of the opinion that your conduct is not commensurate with an intention to comply with this Agreement.
- 9.4 If you fail to meet the conditions of your offer or if you have not already enrolled at the time of termination the College shall be entitled to refuse to enrol you on your Programme. If, at the time of termination you have enrolled, the College shall be entitled to require you to stop studying and leave the College immediately.
- 9.5 Upon termination of this agreement, you must pay all outstanding fees immediately.
- 9.6 Any agreement you have for College accommodation will terminate in accordance with its separate terms.
- 9.7 Any action the College takes under this clause will not restrict its ability to take any other action against you.
- 9.8 The College will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the College to terminate this agreement or disciplinary action by the College (provided any action by the College is taken properly and in accordance with this agreement or the College's procedures).
- 9.9 You must upon termination of this agreement return all materials and equipment loaned to you by the College and all property owned by the College.
- 9.10 Your liability for payment of fees on early termination of this agreement is detailed in the College's Fee Refund and Recovery Policy.

## **10. LEGAL LIABILITIES**

- 10.1 Neither you, nor the College, will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute).
- 10.2 The College cannot accept responsibility for and expressly excludes liability for:
- (i) any loss or damage to your property, including damage to any motor vehicle or cycle, while on college premises, unless caused by the negligence of the College or its employees;

(ii) death or any personal injury suffered by you, unless caused by the negligence of the College or its employees;

(iii) loss of profit, loss of earnings, loss of opportunity, loss of business or contract, loss of goodwill or reputation, disappointment, distress or injury to feelings, living expenses and any indirect, special or consequential loss or damage, unless these were reasonably foreseeable at the commencement of your studies and were the result of a failure on the part of the College to act reasonably.

- 10.3 Subject to paragraph 10.2, the College's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the College shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that the College receives from its insurers in respect of a particular loss, whichever is the greater.
- 10.4 The College will not be liable to you for any lost or unreturned work submitted for assessment. You must follow instructions from the College in submitting work and retain copies of work submitted.
- 10.5 You will not be liable to the College for any failure or delay in performing your obligations under this agreement which is due to any cause beyond your reasonable control.
- 10.6 The College will not be liable to you for any failure or delay in performing its respective obligations under this contract which is due to any cause beyond its reasonable control

The College will maintain a Business Continuity Plan and review this periodically. If the College needs to implement this plan, you must take all reasonable steps to co-operate with the College, for example if the College needs to relocate course delivery to an alternative site.

## **11. FORCE MAJEURE**

- 11.1 The College will take all reasonable steps to provide your course and related services. However, the College will not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision relating to any course arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God, terrorism, interruption of public utility services or industrial disputes (including those by its own employees).

## **12. OTHER INFORMATION**

- 12.1 Any notice given under this agreement must be in writing and via email. Emails will be sent to your student email address and letters will be addressed to you at your home address. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.
- 12.2 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.
- 12.3 The College may assign, transfer, charge, subcontract or deal in any other manner with this Agreement or any of its rights and obligations under it without your prior consent.



- 12.4 You are prohibited from assigning or transferring it or any of the rights and obligations under this agreement to a third party.
- 12.5 If any part of this agreement becomes illegal or invalid, the parts of the agreement which are not illegal or invalid shall remain in force and the part which is found to be illegal or invalid shall be 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 severed from the agreement.
- 12.6 If you are in breach of your contract and the College decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the College has waived its rights against you for that or any other breach, nor that you have been released from those obligations.
- 12.7 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, undertakings and any other communication, document or representation made between the parties, whether made in writing or orally.
- 12.8 All representations, warranties, terms and commitments not expressly set out in this agreement (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law and each party agrees that it shall have no remedies in respect of them.
- 12.9 If you breach this agreement and the College chooses not to exercise any right which it may have against you, that shall not prevent the College from taking action against you in the future in respect of that breach or any further breaches by you.
- 12.10 Except as expressly provided for in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law
- 12.11 This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales