

## 1. Introduction

i. The purpose of this document is to identify the principal terms and conditions of the agreement which you will have with Blackburn College (the College) if you accept the offer of a place on a Programme of study which has been made to you and you satisfy any conditions which the College may impose. **You will be asked to sign to confirm your acceptance of the terms and conditions contained within this agreement upon enrolment.**

ii. If you do not act in accordance with the terms and conditions set out in this Agreement, or with any of the College's rules, regulations, policies and codes that are in force at any given time, the College may take disciplinary action against you in accordance with its student disciplinary regulations. You hereby agree that all relevant staff will be advised of the outcome of any such action. One of the possible outcomes of disciplinary action is that your enrolment at the College may be terminated.

iii. The College reserves the right to make reasonable changes at any time to the terms and condition as it deems appropriate or necessary. Copies of the current terms and conditions will be made available by electronic means and any substantial changes will be brought to your attention.

iv. If you have secured a place in College accommodation, your right to that place is subject to your continued enrolment as a student at the College. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.

## 2. Delivery and Exclusion of liability

i. The College will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your Programme and modules. Specific details relating to the delivery of your Programme will be provided before or at the time of your enrolment on your Programme.

ii. Where circumstances change outside the reasonable control of the College, the College reserves the right to change or cancel parts of, or entire, Programmes of study or services at any time without liability (save for the refund of an appropriate amount of any fees paid by you for study or services not yet provided, calculated in accordance with the liability points as laid out in the Tuition Fee Policy), even after students have enrolled at the College. Circumstances outside of the College's reasonable control may include industrial action, over or under demand from students, staff illness, lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness.

iii. The College will be liable to you for any direct loss or damage you suffer if the College either fails to carry out its obligations under this agreement to a reasonable standard; or breach any relevant duties that the College owes to you that are imposed on us by law (including if the College causes death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- a. your own fault;
- b. the fault of a third party.

iv. The College does not accept responsibility, and expressly excludes liability, for the following, in respect of which you are advised to arrange appropriate insurance cover:-

- a. any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the College, unless caused by the negligence of the College or its employees;
  - b. death or any personal injury suffered by you unless caused by the negligence of the College or its employees;
  - c. loss of profit, loss of earnings, loss of opportunity, disappointment, distress or injury to feelings, living expenses and any indirect 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.
- v. Although the College shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you do use such computer equipment and any software provided by the College at your own risk. The College shall not therefore be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the College to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the College equipment or software. In addition, the College will not be liable for the College website or the moodle learning platform being temporarily unavailable.
- vi. If the College is found liable to you for any breach of these conditions or for any other act or omission of the College or its employees or agents the liability of the College shall be limited to the Fees actually paid by you or on your behalf for the year of study.
- vii. Nothing in this section or in the rest of these conditions shall operate to exclude the College's liability for death or personal injury caused by the College's negligence, or for fraudulent misrepresentations.
- viii. Changes to Your Programme
- a. Information provided to you about the academic content, delivery and assessment of your Programme is indicative only. The College does not undertake to offer the Programme precisely as stated nor does it undertake to adhere to indicated delivery arrangements. The College does, however, unless prevented by circumstances outside its reasonable control, undertake that you will be provided with a route to the named award for which you enrol over the same time period as was agreed at enrolment. For full time programmes the College further undertakes that the tuition fees for your studies will not rise by more than the current rate of inflation (RPI) during your period of enrolment for your named award, unless such a change is the result of legislation or changes in the external funding of Higher Education. For part time programmes the tuition fees will not be higher than the equivalent full time programme, pro rata, and are subject to annual review which may be higher than the current rate of inflation (RPI). For international students, fees are subject to annual review which may be higher than the current rate of inflation (RPI).
  - b. The College has the right to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme, provided such alterations are reasonable. In particular:
    - i. Students on full-time programmes, that is students enrolled for 90 credits or more in one academic year, are expected to be available between 8:30am and 9:00pm from Monday to Friday during term time. The College reserves the right to amend full-time timetables within these limits but will not timetable outside these limits without your explicit consent.

- II. Students on part-time programmes have a reasonable expectation that the College will in the first year of study require attendance only within the time-slots stated at the time you enrolled. The College reserves the right to amend part-time timetables in the first year of study but will not timetable outside these limits without your explicit consent. Where a programme of study extends over more than one academic year, the College does not undertake that the dates and times of attendance set for the first year will remain the same through all subsequent years.
- c. The College has the right to discontinue or decide not to provide the Programme or to merge or combine it with other Programmes of study, if such action is reasonably considered to be necessary by the College in the context of its wider purposes (for example, because too few students apply to join, or continue on, the Programme for it to be viable). However a pathway to the named award for which you have enrolled will be maintained unless this is not possible for reasons outside the College's control.
- d. In the event of any discontinuance of or fundamental changes to your Programme the College will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling the College in writing. You may make a claim for a refund of any tuition fees and deposits you have paid.

### 3. Payment of fees

- i. The responsibility for the timely payment of tuition and accommodation fees and all other charges incurred at the College lies with you.
- ii. You must make payment promptly on demand for fees and charges due to the College or other parties helping deliver part of your Programme. 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. Demand for payment will be made in accordance with the College's practice at the time, and additional charges may be levied if payment is not made as required. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the College. If any fee or charge remains outstanding after the due date, the College reserves the right to terminate services and terminate its agreement with you. The College may take such action (including legal action) as it deems necessary to recover such fee or charge. In addition, where there is non-payment of fees the College may exclude you from the College, prevent you sitting examinations, withhold certificates, prevent your re-enrolment and / or exclude you from ceremonies but will not apply an academic penalty.
- iii. You agree that the full fee is payable if you decide not to complete the programme and that refund of fees will only be made in accordance with the provision set out in the Tuition Fee Policy 2015/16.
- iv. Other costs associated with completion of your programme, both mandatory and optional costs, are as set out in the course leaflet and are available on the College website.

4. Other Obligations and Expectations	
i. Programme of study and learning environment	
You can expect the College to:	The College expects you to:
a. act openly and in good faith at all times	<p>be honest and truthful in all your dealings with the College. In particular, you should note that this agreement can be terminated if it is discovered that you have made false statements to the College or have failed to disclose significant information.</p> <p>to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by the College (Visa Status) including, but not restricted to, attendance at all College expected contacts, restrictions on the number of hours you may work, the requirement to register with the police as necessary, to provide on an annual basis, or at any other time required by the College, copies of your passport, visa and other associated documents including up-to-date contact details and to inform both the College and Home Office should there be any changes in your circumstances that may have an impact upon your Visa Status and make arrangements to leave the United Kingdom as necessary</p>
b. make reasonable efforts to provide you with the tuition and learning support associated with your Programme of study with reasonable care and skill.	take responsibility for your own learning, working in partnership with staff to become a self-reliant, independent learner.
c. make reasonable efforts to deliver your Programme of study.	pursue your studies diligently, contributing effectively to your Programme and not to hinder the studies of others.
d. let you know as soon as possible if the College need to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus.	attend teaching and learning events (lectures, seminars, tutorials, lab classes, work placements etc.) associated with your Programme, subject to absence for medical or other agreed reasons. Unauthorised absence can lead to disciplinary action and/or exclusion.
e. give you access to all formal College policies, including regulations, codes of practice and guidelines, within which your Programme will be delivered.	familiarise yourself and comply with relevant College rules and regulations, including those relating to your Programme and the award for which you are enrolled.

f. make available appropriate infrastructure to support your learning, including teaching and learning space, library and ICT facilities.	make appropriate use of all the resources available, including staff, other students and library and ICT facilities, and comply with the College usage policies.
g. provide clear information about your Programme and modules, and about our expectations of what you need to achieve to complete your Programme successfully.	be aware of the information provided to you about the College and your Programme and know where to look for reference to detailed information and guidance, whether electronic or paper based.
h. communicate with you by post or via your College email address as appropriate.	check your College email account regularly and frequently both during and outside of term time.
i. return marked work in a timely manner and according to the guidance set out in the College’s Academic Regulations.	complete and submit by the required deadlines any work to be assessed as part of your Programme, including any assignments, laboratory or project work related to individual modules.
j. encourage a professional and responsible learning environment and suitably support you, academically and pastorally.	play an effective part in the academic community and respond to requests to give your opinion about your learning and other experiences at the College.
k. carry out regular monitoring of the quality of learning and teaching offered as part of your Programme. Where sponsored by an employer this may include sharing monitoring information with the employer.	contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.
<b>ii. Accountability and conduct</b>	
<b>You can expect us to:</b>	<b>The College expect you to:</b>
a. treat you professionally and with respect	at all times whilst you are a student of the College to co-operate with members of staff and to behave appropriately, responsibly and with respect for, and not to harass any other student, staff or member of the public and to refrain from causing damage to property;  to act in accordance with any reasonable instructions or requirements issued to you from time to time by or on behalf of the College;

<p>act in accordance with College procedures and Academic Regulations:</p> <ol style="list-style-type: none"> <li>1. allow you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you</li> <li>2. operate a fair and transparent disciplinary procedure</li> </ol>	<p>be aware of the College’s procedures and Academic Regulations, including the rules relating to submission of extenuating circumstances, complying with deadlines by which representations have to be made.</p>
<p>b. give you the right to be represented in College’s academic governance and to encourage student representation on relevant College committees, boards and working groups.</p>	<p>when acting as a student representative on College committees, take care to consult fellow students and to represent their views accurately and in a balanced way.</p>
<p>c. take reasonable care to keep your personal details secure at all times, and to comply with our obligations under the Data Protection Act.</p>	<p>ensure that the personal details the College holds about you, including your current term-time and home address, are accurate and updated as soon as they change. This will help us to contact you quickly as and when needed.</p>
<p>d. conduct fair procedures for dealing with students who disclose criminal convictions either before or after enrolment, and other non-academic programme requirements</p>	<p>disclose any unspent criminal convictions and cautions when applying to us and during your studies. “Unspent convictions” is defined in the Rehabilitation of Offenders Act 1974.</p> <p>For some Programmes, including, but not limited to, social work, PGCE and healthcare, you will also be required to disclose spent convictions and obtain a criminal records check.</p> <p>Your Programme may also be subject to other non-academic requirements set in the light of the expectations of relevant professional, statutory or regulatory bodies. Your continuing enrolment on such a Programme of study will be dependent upon your continuing to satisfy these requirements.</p>
<p>e. make publicly available (and annually update if required) details of the tuition fees and any other expenses relating to all the Programmes of study offered by the College.</p>	<p>make sure all tuition fees and other expenses relating to your Programme are paid in time and agree to be bound by our regulations on the payment of fees.</p>
<p>f. provide you with a fair, equitable and supportive environment in accordance with the College’s Equality and Diversity policy.</p>	<p>comply with College rules and regulations regarding student behaviour and attendance.</p>

## 5. Data Protection and Recording

i. 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. 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. The College will process your data necessary for completion of your studies, administrative purposes, use of College services, to meet legal duties and Alumni activities. Your data may be disclosed to third parties such as the Higher Education Statistics Agency, the Home Office and other Government agencies.

ii. 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.

iii. 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.

iv. 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 student consent. Personal data alongside photographs will only be used with explicit consent.

## 6. Notices

i. Any notice or other information that is required to be given by either the College or you relating to the agreement between the College and yourself must be in writing. The College may give you notice by hand, by post, by facsimile transmission, by email or by posting to your VLE account.

ii. The College may also draw your attention to important information through announcements on the College's website, VLE and through messages displayed on the computer desktop displayed when you log-on to the College network.

iii. You may give any notice required by this agreement to the College's Academic Registrar by post or by email.

## 7. Intellectual Property

i. According to the College's policy on intellectual property rights, the intellectual property and/or copyright in all ideas, materials or work produced by you and submitted as part of the requirements of the Programme will belong to its originators, unless specifically agreed to the contrary. Assignment of these rights may be a requirement of certain programmes, projects, etc. but where this is the case it will be made clear to you and covered by separate written agreements.

ii. The College own or have licensed to us the intellectual property in all Programme materials produced by us or on our behalf and such materials should only be used for your own personal study purposes.

iii. You hereby grant us without cost and in perpetuity a non-exclusive licence for the use of any intellectual property or copyright materials generated by you in connection with your programme of study.

iv. In some instances, where working with employers, you may be asked to sign a confidentiality agreement which you will be bound by.

## 8. Complaints

i. 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 the Student as promptly and fairly as possible. The College complaint procedure is available from the College website or from Student Services.

ii. If you remain dissatisfied after following the College's complaints procedure to completion, you may have the right to ask the Office of the Independent Adjudicator for Higher Education (OIA) to review the complaint.

## 9. Termination

i. This agreement between you and the College will end:

- a. if you withdraw from your Programme at the College;
- b. if you are required to withdraw in accordance with our disciplinary or non-academic requirements procedures or by a decision of the appropriate board based on your academic performance;
- c. when you complete your programme of study;

and/or

- d. for non-payment of fees in accordance with the Colleges' fee regulations.

ii. The College may terminate our relationship with you in writing with immediate effect if:

- a. 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 Programme;
  - b. between accepting an offer and starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme;
  - c. The College become aware of information about you which the College did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme;
  - d. in our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme;
  - e. where your behaviour represents a significant risk to the health, safety or welfare of yourself or others;
  - f. your sponsorship as an international student is revoked;
- and/or
- g. if your continuing enrolment at the College puts us in breach of any of our legal obligations to comply with UK immigration requirements.

You will have the right to submit a complaint Procedure should the relationship between you and us be terminated under this sub-section.

iii. If you fail to meet the conditions of our 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 on your Programme and leave the College immediately.

iv. On termination, you are required to return all property owned by us. You must pay all outstanding fees immediately. Any agreement you have for College accommodation will terminate in accordance with its terms.

v. Any action the College take under the above provisions will not restrict our ability to take any other action against you that the College have the right to take.

vi. 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 the action by the College is taken properly in accordance with these conditions or the College's procedures).

### 10. Cancellation Rights

#### i. RIGHT TO CANCEL

You have a statutory right to cancel this contract 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.

To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). The College's preference is for you to send an email to [he-admissions@blackburn.ac.uk](mailto:he-admissions@blackburn.ac.uk), including the word 'cancellation' in the subject.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### ii. EFFECT OF CANCELLATION

If you cancel this contract as set out above, the College will reimburse to you all payments received from you.

The College will 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 contract.

The College will make the reimbursement 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.

#### iii. CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the contract (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 2015/16.

#### iv. COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

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 contract 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 2015/16.

### 11. General

i. 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 Programme and replace any other undertakings or representations. 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.

ii. This Agreement is only enforceable by the Student and the College. No other person shall have any rights in connection with this Agreement. You are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party. Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Agreements (Rights of Third Parties) Act 1999.

iii. 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.

iv. 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.

v. Neither you nor the College shall be liable for failure to perform any obligations under this Agreement if such failure arises from circumstances beyond their reasonable control, including acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, tempest and national emergencies. If either you or the College seeks to rely on this Clause, then they shall ensure that the consequences of any failure to act in accordance with this Agreement are kept to a minimum.

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

vii. 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.