\_\_\_\_\_

## HIGHER EDUCATION TERMS AND CONDITIONS - ADMISSIONS

2019 entry

## 1 INTRODUCTION

These terms and conditions represent an agreement between the DN Colleges Group ('the College') and you, a prospective student.

By accepting the College's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:

- (i) your offer letter from the College (including details of your offer on UCAS) ('Offer');
- (ii) the relevant University (or other awarding body) rules, regulations and policies (as applicable); and
- (iii) the published information as at the date of the Offer

form the basis of the contract between you and the College in relation to your studies. (the 'Contract')

If you do not enrol within 10 working days of the start of the first term the College reserves the right to refuse to enrol you and withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

If you wish to discuss these Terms & Conditions, please telephone the University Centre Information & Advice Office on 01724 294125 or University Centre Doncaster HE Student Recruitment Co-ordinator on 0800 358 7474.

## **2 APPLICATIONS**

It is your responsibility to ensure that all of the information you provide to the College is true and accurate.

If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw your Offer, or terminate your registration, according to the circumstances, without liability to you.

You will be applying to study at either our Doncaster\* or Scunthorpe campus.

If applying for a full-time course through UCAS, please note the following details:

Institution Code: N64

Institution Name: DN Colleges Group

Campus Code: D for Doncaster-based programmes

N for Scunthorpe-based programmes

The Offer of a place on a programme will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil prior to your enrolment.

If you have not fulfilled the conditions of your Offer before the date notified to you, the College reserves the right to withdraw your Offer.

You may be required to provide satisfactory evidence of your qualifications or experiential learning before admission. Failure to provide such evidence may result in the termination of your Offer and of the Contract.

### 3 FEES

Information in relation to programme fees will either be provided in your Offer or formally confirmed shortly afterwards or alternatively via the University Centre website at <a href="https://www.northlindsey.ac.uk">www.northlindsey.ac.uk</a> or <a href="https://www.don.ac.uk">www.don.ac.uk</a> as appropriate to your study location.

If you accept an offer, you agree to pay all programme fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to do so, the College reserves the right to withdraw you.

The College reserves the right to increase programme fees annually in line with the Retail Prices Index. If this is case, we will notify you of this as soon as reasonably practicable.

You will not be considered to be registered until your programme fees have been paid, or satisfactory evidence produced that such fees will be paid by a sponsor on receipt of the College's invoice.

You will be personally liable to pay your programme fees if your employer or other sponsor does not.

In the event that your programme fees have not been paid in full by their due date, the College shall be entitled, but not bound, to refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you). The College may pursue legal proceedings in relation to non-payment of programme fees.

A student interrupting or withdrawing from a programme will be liable for tuition fees calculated on a termly basis. This will be applied:

- Term 1 (25% of total fee due)
- Term 2 (50% of total fee due)
- Term 3 (100% of total fee due)

<sup>\*</sup> please note that for Doncaster distance learning programmes, this should be regarded in the same way as an application for an on-campus programme

If you have any concerns regarding payment of fees or require further information about programme fees, please contact The University Centre Information & Advice Office on 01724 294125 or <a href="he@northlindsey.ac.uk">he@northlindsey.ac.uk</a> for Scunthorpe-based provision or 0800 358 7474 or <a href="he@don.ac.uk">he@don.ac.uk</a> for Doncaster provision.

#### 4 OTHER CHARGES

In addition to your programme fees, you may incur additional expenditure on items such as (but not limited to) fieldwork and specialist materials.

The College may pursue legal proceedings against you if you are in debt to the College for tuition or other fees. You would be recorded as a debtor of the College.

## **5 CANCELLATION RIGHTS**

You may cancel the Contract at any time as follows:

- prior to enrolment you must notify the College and UCAS in writing and you should give the College notice by completing the cancellation form at Appendix 1 and sending it to the University Centre Information & Advice Office as detailed
- after your enrolment you must notify the College through the completion of the formal withdrawal form which can be obtained from the University Centre Information & Advice Officers at both institutions

### **6 CHANGES TO YOUR PROGRAMME**

## Programme changes or withdrawals prior to registration

The College will seek to ensure programmes as described in published information are delivered. However, if there are not sufficient enrolments to make a programme or module viable, the College may be forced to cancel the programme or module. If you have received an offer for any programme which the College discontinues prior to your registration, you will be notified as soon as possible and we will seek to provide a suitable replacement programme for which you are qualified. In such circumstances you may cancel the Contract and withdraw from the programme without any liability for programme fees.

# Programme changes or withdrawal after registration

If for reasons outside of the College's control the College is forced to discontinue your programme, you will be notified as soon as possible. If you are unhappy with any replacement programme provided by the College or if the College is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for programme fees. You would be entitled to a refund of all programme fees paid to date.

The College reserves the right to vary minor elements of your programme from that described in the published information in order to improve the quality of educational services, in order to meet the requirements of the validating or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules.

Such changes will always be preceded by consultation with students. We will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from the programme without any liability to the College for programme fees

## 7 EDUCATIONAL PROVISION

The College's staff will: -

- deliver the content of your programme with reasonable care and skill
- clearly explain the academic requirements of your programme to you

You must commit to fulfil all the academic requirements of your programme including submission of work, attendance at examinations and attendance at lectures, seminars and any other teaching sessions provided by the College.

If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the Student Disciplinary Procedure.

#### 8 COMPLAINTS PROCEDURE

If you have a complaint about the College, you should follow the Complaints Procedure which is available on both North Lindsey College and Doncaster College websites.

If, having followed the College's Complaints Procedure to completion and also that of the awarding body as appropriate, you remain dissatisfied, there is a route to the Office of the Independent Adjudicator for Higher Education.

# 9 TERMINATION

The College reserves the right to terminate the Contract and exclude you in the following circumstances:

- If you persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next level of the programme. You should also note that your progression will be monitored and be dependent upon your academic performance
- For non-registration, for non-payment of programme fees, or for inadequate attendance or academic performance on your programme, in line with the relevant College policies and procedures

If you have been excluded from the College, you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments or take tests/examinations.

Please note that if following enrolment, there is an allegation of poor conduct made against you the College Disciplinary Procedure may be followed. The final level outcome of this procedure, if applicable, is termination of the contract.

## 10 DATA PROTECTION

The College holds information about all applicants and all students. The College uses the information provided by applicants and/or students (including information from application forms)

- to administer applications
- to compile statistics about applicants and/or students that may be published or passed to government bodies and funding agencies

If your application is successful, the College will also use the information:

- to deliver your programme and provide educational services to you, to administer your studies, to provide you with facilities and services, to monitor your performance and attendance, to provide you with support, and to identify ways to enhance our provision including learning, teaching, assessment and the broader student experience
- to send communications to you
- to process any payments made by you to the College
- for any other activities that fall within the pursuit of the College's legitimate interests

In certain circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect rights, property, or safety of our employees, students or others.

The College will only process your personal data in accordance with the specific purposes notified to you above; and/or otherwise as permitted by the Data Protection Act 2018.

By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this section.

NB at the point of formal enrolment to your chosen programme, you will be required to sign and agree to our Data Protection and Privacy Notices.

## Contact details:

The University Centre Information & Advice Office

Kingsway Scunthorpe DN17 1AJ

Tel: 01724 294125

Email: <a href="mailto:he@northlindsey.ac.uk">he@northlindsey.ac.uk</a> Web: <a href="mailto:www.northlindsey.ac.uk">www.northlindsey.ac.uk</a> The University Centre Advice & Information

Office
The Hub
Chappell Drive
Doncaster
DN1 2RF

Tel: 0800 3587474 Email: he@don.ac.uk Web: www.don.ac.uk

# **APPENDIX**

# HIGHER EDUCATION ADMISSIONS CANCELLATION FORM

Date .....

To: The DN Colleges Group

I hereby give notice that I wish to cancel my contract with the College for a place on the following programme:
Name of programme:
Course Code: Campus Code:
I accepted the Offer on: [Date]
Name: [Insert]
Address: [Insert]
Signature: