

Writtle University College

HE Terms and Conditions

2018-19

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Writtle University College HE Terms and Conditions 2018-19

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1. Introduction

- 1.1. This document governs the relationship between you and Writtle University College (“the University College”, “WUC”, “we”) and sets out the rights, roles and responsibilities of both parties. When we offer you a place to study at WUC, we require that you accept these terms and conditions in full. It is therefore very important that you carefully read this document prior to accepting your offer.
- 1.2. In addition to this document, the following documents also form part of the Terms and Conditions and you agree to be bound by them:
 - a) Your offer letter; and
 - b) The HE Fees and Refund Policy.
- 1.3. By accepting these Terms and Conditions you also agree to observe WUC’s academic regulations and policies in accordance with clause 5.2 of this document.
- 1.4. The terms of any offer by the University College (or any other party) to provide you with accommodation during your studies will be the subject of a separate accommodation contract.
- 1.5. If you have any questions about these Terms and Conditions, please contact admissions@writtle.ac.uk

2. Admission and registration

- 2.1. You can accept an offer of a place to study at WUC by following the steps set out in your offer letter. Your offer letter will identify whether your offer is subject to you meeting specific conditions and the dates by when you will need to have met them. Further information on how we assess applications to study at WUC can be found in our Admissions Policy: <http://writtle.ac.uk/Policies-&-Procedures>
- 2.2. On acceptance of an offer and fulfilment of any conditions set out in the offer, you will be entitled to register with the University College for the academic year set out in the offer. We will again ask you to read, review and agree to these Terms and Conditions. You must register with the University College no later than the deadline set out in your registration and induction letter; failure to do so means that you may not be permitted to register and these Terms and Conditions will be null and void.
- 2.3. If you expect that you will require additional support during your studies as a result of a physical or mental disability, or any other condition, you must make us aware of this before you accept your offer. This is to ensure that we are equipped to adequately support you throughout your time at the University College. Any such disclosure will be treated sensitively and we will not share this information with third parties.
- 2.4. You may not be permitted to register with the University College if:

- a) it is discovered that you have provided incorrect or misleading information to the University College;
 - b) you are unable to prove that you have the right to study in the United Kingdom;
 - c) you have a relevant criminal conviction contrary to the University College's Admissions Policy;
 - d) you fail to pay the required tuition fees, or fail to provide information regarding payment of tuition fees, as determined by the HE Fees and Refund Policy;
 - e) you fail to meet any of the conditions set out in your offer letter.
- 2.5. All continuing students are required to register ("re-enrol") with the University College on an annual basis, normally during the months of August-September. Failure to re-enrol by the published deadline might mean that you are unable to continue your studies during the next academic year.
- 2.6. You may not be permitted to re-enrol with the University College if:
- a) you have an outstanding tuition fee debt or have otherwise contravened the terms of the HE Fees and Refund Policy;
 - b) you have been withdrawn from the University College, either through failure to meet the required academic standards or by contravening one or more of the University College's regulations or policies;
 - c) you have committed or been convicted of a criminal offence which, had it existed at the time of your application, meant you would not have been permitted to register;
 - d) you are suspended from the University College.

3. Your right to cancel

- 3.1. Once you have accepted an offer, you have the right to cancel your contract with the University College at any time within 14 days of the date that you formally accepted the offer. For the avoidance of doubt, your offer of a place will be confirmed on receipt of correspondence from the University College, which will be individually addressed to you (and not when you receive electronic confirmation through UCAS).
- 3.2. To exercise your right to cancel, you must notify the University College in writing. You can do this by either:
- a) following the instructions provided to you by UCAS;
 - b) writing to admissions@writtle.ac.uk, confirming your wish to cancel;
- 3.3. If you have made any payment under the contract prior to the date of cancellation, the University College commits to issuing a full refund within 30 days.
- 3.4. Additionally, in your first year of study you will not be liable for any tuition fee payments during the first 14 days of semester one, as per the schedule set out in the HE Fees and Refund Policy. This does not apply to international tuition fee deposits, which are payable at the point you accept an offer.

3.5. You may terminate this contract after the expiry of the 14-day period noted above, but you must do so in accordance with clause 8.3 of these Terms and Conditions.

4. Our obligations to you

4.1. The University College is committed to supporting all students to achieve the best possible outcomes from their studies. We will provide you with the teaching and other learning support associated with your course with reasonable care and skill. We will use reasonable endeavours to provide you with accurate and timely feedback on your academic work.

4.2. In addition to the teaching and assessment associated with the course, we will provide:

- a) suitable physical and online learning resources, including access to the WUC library;
- b) IT infrastructure, including a Writtle University College email account
- c) academic support, including access to a personal tutor;
- d) pastoral and welfare support; and
- e) careers and employability support.

4.3. The University College recognises that students have chosen a WUC course of study based on the information provided to them at the point of application. We will use reasonable endeavours to avoid major changes to the content and delivery of our courses from that described in the prospectus and on the WUC website at the point of application. Where major modifications are deemed to be necessary, we will consult with affected students by following the procedure in our Course Modifications Process.

4.4. The University College reserves the right to make minor changes to courses at any point. Minor course modifications are usually made on an annual basis, often as a result of student feedback, to enhance the student experience and ensure that WUC courses remain relevant and up-to-date. Such changes might involve updates to module content, alterations to timetables and the timing of assessments, or changes to the individual staff members involved with delivery.

4.5. Some WUC courses will involve optional modules; however, the ability of the University College to deliver optional modules will depend upon student choice and staff availability. Consequently, the University College cannot guarantee that all optional modules will be available to all students who may wish to take them

4.6. In the unlikely event that you are unable to complete your course at WUC as a result of an operational, financial, regulatory or “force majeure” event, we will notify you as soon as possible and make reasonable endeavours to transfer you to a suitable replacement course for which you are qualified, either at Writtle University College or another HE provider. If you are unhappy with the replacement course or we are unable to find a suitable replacement course, we commit to issuing a full refund of all tuition fees you have paid for any incomplete years of study.

- 4.7. Further information on the specific risks to continuation for study for WUC students, and the actions we will take should they arise, can be found in the HE Student Protection Plan (*due to be published in September 2018 following OfS approval*).
- 4.8. The University College will abide by its own regulations and policies and may make changes to them at any time where in the opinion of WUC this will assist in the proper delivery of teaching and assessment. This may be necessary to reflect regulatory or legal changes, to incorporate changes to funding or financial arrangements, or to aid clarity or consistency of approach. Where the University College makes changes to its regulations or policies, it will use reasonable endeavours to bring them to your attention before they take effect.

5. Your obligations to the University College

- 5.1. By accepting these Terms and Conditions, you agree to treat all members of the Writtle University College community with dignity and respect, to behave responsibly and to conduct yourself in accordance with WUC rules and regulations.
- 5.2. You agree to familiarise yourself with and adhere to all WUC student regulations and policies. All HE regulations, policies and procedures can be accessed online via the Writtle University College website: <http://writtle.ac.uk/HE-Regulations-&-Policies>.
- 5.3. Failure to comply with WUC regulations and policies could result in the University College taking action against you under relevant procedures (for example those relating to assessment and progression, student misconduct or fitness to study) which could lead to the University College terminating your registration or revoking your award.
- 5.4. You agree to participate, engage and attend all scheduled learning, teaching and assessment sessions associated with your course. This includes regular attendance at course lectures, practical classes, tutorial, seminars, field trips, dissertation tutorials, laboratory sessions and assessment opportunities relevant to your course. You are expected to arrive on time for scheduled classes and remain for the duration of the session. You are expected to undertake independent study in order to meet the learning outcomes of your chosen course.
- 5.5. You agree to abide by the University College's Health and Safety Policy and will take reasonable care with respect to your own safety and that of others in the WUC community. You will not intentionally or recklessly misuse or interfere with facilities or equipment provided to you by the University College.
- 5.6. You agree to notify the University College if you have committed or been convicted of a criminal offence which, had it existed at the time of your application, meant you would not have been permitted to register.

- 5.7. You understand that the University College will formally communicate with you using your Writtle email address and it is your responsibility to regularly monitor your email account.
- 5.8. You will take responsibility for updating the University College of any changes in your personal and contact information, or of any changes to your immigration status.

6. Fees

- 6.1. By accepting these Terms and Conditions you agree to be bound by the University College's HE Fees and Refund Policy and to pay all fees owed to WUC, as and when they are due, in accordance with the payment terms agreed between you and the University College. We strongly encourage you to review the HE Fees and Refund Policy, which can be accessed online via the Writtle University College website: <http://writtle.ac.uk/HE-Regulations-&-Policies>
- 6.2. The University College charges tuition fees for its courses. There may also be additional costs relating to your course of study, for example to cover field trips, specialist clothing or materials. The annual tuition fees charged for your course, along with any additional costs, are set out in your offer letter.
- 6.3. The University College reserves the right to increase your tuition fees on an annual basis. Any increases to tuition fees regulated by the government will be subject to the maximum increase permitted. Any increases to tuition fees not regulated by the government will be made in line with the Retail Prices Index (RPI). Such fee increases will apply to all modes of study, including repeat years of study.
- 6.4. Whilst studying at the University College you may be entitled to receive financial support through a bursary or scholarships scheme. In the event that you are awarded financial support you agree to be bound by the terms and conditions relating to the relevant bursary or scholarship scheme. You must apply by the bursary or scholarships scheme deadline for your application to be considered. Information on scholarships and bursaries can be found on the WUC website: <http://writtle.ac.uk/HE-Regulations-&-Policies>
- 6.5. If you do not pay your tuition fees in accordance with the HE Fees and Refund Policy the University College reserves the right to restrict access to WUC premises and facilities, to suspend or terminate your registration with the University College, to withhold your results and to not permit you to graduate.
- 6.6. Where an external organisation or sponsor is paying your tuition fees, you agree to the following:
 - a) the University College sharing your personal data, including your academic standing, with your sponsor;

- b) that you remain responsible for ensuring that your tuition fees are paid in full and in accordance with the schedule agreed between the University College and the sponsor; and
- c) that where your sponsor defaults on any fee payment arrangement, you will be immediately liable for all outstanding fees.

6.7. The University College may engage third parties to recover outstanding tuition fee debts and may take legal proceedings in relation to non-payment of tuition fees.

6.8. You may be entitled to a tuition fee refund if you withdraw from your course, or are required to withdraw in accordance with clause 8.4 of this document. The University College will re-calculate your tuition fees based on the point in the academic year that the withdrawal takes effect, in accordance with the schedule set out in the HE Fees and Refund Policy. You will not normally be able to claim a refund of fees charged for periods during which you were registered at the University College.

7. Complaints

7.1. If you are an applicant to the University College, you may raise a complaint or appeal about the manner in which your application was handled by following our Admissions Appeals and Complaints Policy.

7.2. Once you have registered with the University College you may raise a concern or complaint about your course of study, or any other aspect of the University's College service, by following our Student Complaints Procedure. (http://writtle.ac.uk/PDFS/complaints_procedure.pdf).

7.3. If your complaint remains unresolved after following completion of the Student Complaints Procedure, you may be entitled to seek an external review from the Office of the Independent Adjudicator (OIA). Information about the OIA and the services it provides can be accessed online (<http://www.oiahe.org.uk/>).

8. Suspension and termination

8.1. The University College may suspend your registration in accordance with our student regulations and policies. A decision to suspend registration will normally be taken for one of the following reasons:

- a) to enable an investigation to be conducted into alleged misconduct, where the allegation is such that, in the reasonable opinion of the University College, you cannot continue your studies or be present on WUC premises;
- b) as a sanction according to the procedures set out in the HE Student Disciplinary Regulations; or
- c) because in the reasonable opinion of the University College it would be detrimental to the health, safety or welfare of you or other members of the WUC community for you to attend the University College.

- 8.2. In the event that you are suspended, you have the right to appeal the decision in accordance with the student regulations.
- 8.3. You may terminate your registration with the University College at any point, following which you will cease to be bound by these Terms and Conditions. To withdraw from the University College, you must give notice in writing to admissions@writtle.ac.uk. Notice takes effect on receipt.
- 8.4. The University College may terminate your registration and withdraw you from the University College if:
- a) you have an outstanding tuition fee debt or have otherwise contravened the terms of the HE Fees and Refund Policy;
 - b) it is discovered that you have provided incorrect or misleading information to the University College;
 - c) you have committed or been convicted of a criminal offence which, had it existed at the time of your application, meant you would not have been permitted to register;
 - d) you fail to register ("re-enrol") with the University College at the beginning of each year of your course;
 - e) you fail to meet the University College's progression or award requirements in accordance with the HE Academic Regulations and Rules of Assessment;
 - f) you fail to regularly attend your scheduled classes in accordance with the HE Attendance Policy;
 - g) for disciplinary reasons, in accordance with the HE Student Disciplinary Regulations, or because in the reasonable opinion of the University College your behaviour represents an immediate and serious risk to the health, safety or welfare of yourself or others;
 - h) you do not meet your obligations under the terms of your visa or you no longer have permission to study in the United Kingdom; or
 - i) you materially breach these Terms and Conditions.
- 8.5. On termination of your registration and these Terms and Conditions you will become immediately liable for any outstanding tuition fees in accordance with the HE Fees and Refund Policy.
- 8.6. On termination of your registration and these Terms and Conditions you are required to return your WUC student ID card and all other property belonging to the University College.

9. Data protection

- 9.1. The University College will collect, store and process your personal data in order to meet its obligations under these Terms and Conditions and for the purposes stated in its Data Protection Policy and Fair Processing Notice.

- 9.2. By accepting these terms and conditions you agree to the University College processing your personal data for the purposes described above and in accordance with the Data Protection Act 1998.
- 9.3. The University College will share your personal data with the Higher Education Statistics Agency (HESA) for the purposes of compiling statistics about applicants and students that may be published or passed to government bodies. We encourage you to review the HESA Student Data Protection Notice (<https://www.hesa.ac.uk/about/regulation/data-protection/notices>).
- 9.4. From time to time the University College may share your personal data with third parties where there is a legitimate need or obligation to do so, either during or after your period of registration. This may include, but is not limited to, the Student Loans Company, Writtle University College Students' Union, local authorities, the Home Office (UK Visas and Immigration) and other government bodies. Any such disclosures of your personal data will be carried out in accordance with the Data Protection Act 1998 and the WUC Fair Processing Notice.
- 9.5. You have the right to access your personal data held on file by the University College. All such requests should be made in writing to the University College Secretary (dpo@writtle.ac.uk).

10. Other important terms

- 10.1. These terms and Conditions are personal to you and shall be enforceable only by you and the University College.
- 10.2. Each of the clauses of these Terms and Conditions operate separately. If part of these Terms and Conditions are rendered void, invalid, illegal or otherwise unenforceable, the rest of the document will continue in full force and effect.
- 10.3. No failure or delay by you or by the University College to enact these Terms and Conditions shall constitute a waiver of any provision and will not prevent you or the University College from exercising that provision.
- 10.4. In the event of inconsistencies between these Terms and conditions and any other contractual information provided to you, these Terms and Conditions shall prevail.
- 10.5. If you wish to request a change to these Terms and conditions you must do so in writing to admissions@writtle.ac.uk. No changes requested by you will be binding on you or the University College unless they are agreed and confirmed to you in writing by the University College.
- 10.6. The University College shall not be liable for any loss, damage or injury to you or for any damage to your property, where this is attributable to your own fault or the fault of a third party.

10.7. The University College accepts no liability for failure to perform any of its obligations under these Terms and Conditions where that failure is caused by an event beyond the reasonable control of the University College which could not have been foreseen or prevented even if the University College had taken reasonable care. This includes, but is not limited to:

- a) extreme weather;
- b) war, riots or civil commotion
- c) an actual, suspected or threatened act of terrorism
- d) national emergencies
- e) pandemic, quarantine or widespread illness; and
- f) default of suppliers of sub-contractors.

In such circumstances the University College will resume normal services as soon as possible and will use all reasonable endeavours to prevent students being disadvantaged by the situation.

10.8. Nothing in these Terms and Conditions shall limit the liability of the University College for fraud, wilful deceit, death or personal injury where this is caused by negligence of the University College or its officers, employees or agents.

10.9. These Terms and Conditions are governed by the law of England and Wales. Both parties agree that any dispute or claim in relation to these Terms and Conditions shall be brought in the English courts.