

HE Student Terms and Conditions

Owner: Vice Principal Higher Education and Academic Studies	Related Strategies: Higher Education Strategy
Relevant to: Staff, enquirers, prospective HE students, applicants for HE courses and HE students	

Office Use only:

Corporate Intranet Family: Public Documents – Information for Applicants, Students and Parents	Approval Board/Committee/Group: Executive Leadership Team and FEGP Committee Executive Owner: DCE CQA	Approval/Re-approval Date: August 2016 Reviewed and revised November 2019 Approved: FEGP Committee 15/1/2020	Implementation Date: September 2020 – issued to HE Prospective Students in Spring 2020	Next Review Date: 2022
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Date:	Doc Name:	
Originator:	Family:	Page 1 of 21

New Policy or Substantive Policy Review

Version	Date	Policy Development Agreed by (Executive Owner)	Policy Development Author	Draft Policy Verified by	Policy Approval	Impact Assessment (if applicable)
1	August 2016	CEO	Clerk	ELT	ELT	
2	November 2019	DCE CQA	Clerk	ELT	FEGP	

Rationale for new or substantive policy review	Recommendation of Office for Students that the College should complete the periodic review of its Student Terms and Conditions and implement any changes.
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Periodic Policy Review / Change History

Version	Date of Review / Revision	Description of Change	Reviewed By	Approved By (Executive Owner)
2	18/11/19	Definition of Regulations – confirmation that a PDF electronic copy of the regulations applying to Students shall be provided to Prospective Students with their offer of a place to study at the College.	VPHEAS	
2	18/11/19	Clause 2.2.1 clarifies that the Pre-enrolment contract starts on the date that TSC receives a positive acceptance of an offer of a place to study at TSC	VPHEAS	
2	18/11/19	Clause 2.3.1 – clarifies that the Enrolment contract starts on the date the Student completes the Enrolment process either electronically or in person	VPHEAS	
2	18/11/19	Clause 2.3 – cancellation and cooling off periods – amended to clarify that no fees are payable for cancellation during the Cooling off period even if	VPHEAS	
2	18/11/19	Clause 2.4.2 – cancellation and cooling off periods – clause amended in line with Tuition Fees Policy to clarify that the College will honour the Cooling Off period except that a student may be liable for the cost of visits, equipment and consumables that they have received during the Cooling Off period.	VPHEAS	
2	18/11/19	New clauses 4.2.1 and 4.2.2 – the College's obligations to you – added explicit undertakings as advised by external review of the T&Cs	VPHEAS	
2	18/11/19	Clause 4.3.5 (b), 4.5.3(b) and 4.6.6(b) clarify that where there are changes to the contract information about the Student's course that, in addition to a refund, the College will help the student to find alternative provision at TSC or a different provider.	VPHEAS	

Date:	Doc Name:	Ref:
Owner:	Family:	Page 2 of 21

2	18/11/19	Clause 6.4.1 change to liability for payment of tuition fees in the event that a student withdraws from or suspends studies during an academic year. The liability for fees is the same as stated in the 2019/20 Tuition Fee Policy	VPHEAS	
2	18/11/19	Clause 7 – removal of terms regulating provision of IT vouchers to HE students	VPHEAS	
2	18/11/19	Clause 8.2.3 – clarify the purpose of keeping a Student's IP confidential and how a Student may request this provision.	VPHEAS	
2	18/11/19	Clause 10 – Data Protection Act and GDPR has been updated to reflect the changes in 2018 and give links to the latest Privacy Notice for Students and TSC General Data Protection Policy.	VPHEAS	
2	18/11/19	12.2 inserted reference to Statutory Cancellation Form at the end of the Terms and Conditions document for cancelling 'distance contracts'.	VPHEAS	
2	18/11/19	Clause 15.3 – list of Policies that are incorporated into the Terms and Conditions and that should be provided to the Applicant in PDF or hard copy with their offer letter as part of their Contract information	VPHEAS	
2	18/11/19	Statutory cancellation form added as Appendix A	VPHEAS	

Communication

To be agreed by Executive Leadership Team

Announcement on hub	<input checked="" type="checkbox"/>	SLT email	<input type="checkbox"/>
College newsletter	<input type="checkbox"/>	All staff email	<input type="checkbox"/>
SLT meeting	<input type="checkbox"/>	Cascade brief	<input type="checkbox"/>
External website	<input checked="" type="checkbox"/>	Training needed (HE Admin and Admissions staff)	<input checked="" type="checkbox"/>

Date:	Doc Name:	Ref:
Owner:	Family:	Page 3 of 21

Terms and Conditions

These Terms and Conditions apply from 1 September 2020.

1 Definitions

In these Terms and Conditions, the following terminology shall have the following meanings:

Academic Year

means a calendar year running from 1 September in one year to 31 August in the next year. The specific dates applicable to individual students are determined by their Course of study.

Charges

means additional payments required for Services in association with your Course, for example, for module re-registration, or library fines.

Contract

means the Contract formed between you and The Sheffield College (TSC) on the terms of the Contract Information.

Contract Information

means your TSC entry requirements, the terms within your offer letter and/or UCAS offer, details of your right to cancel, your Course Description and Tuition Fee, any special requirements which apply to you, the Regulations, and these Terms and Conditions, which together form the Contract between you and TSC.

Course

means a course or programme of study at TSC.

Course Description

means the important information about the content of your Course and details of how and where it will be delivered as set out in your Contract Information.

Enrolment

means the process by which a Prospective Student or Student formally registers their participation or continued participation in a Course at TSC, accepts the liability to pay Tuition Fees, and provides information required by TSC. Completion of the enrolment process is required for TSC to grant access to the Course and related Services (e.g. library, IT services, Course materials, tuition etc.).

Fees Information

means the information about the Tuition Fees for your Course, and the related payment arrangements.

Intellectual Property

means all intellectual property rights including without limitation patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semiconductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

Pre-Enrolment

means the period of time before a Prospective Student becomes a Student.

Prospectus

means the current TSC prospectuses (including on-line and printed versions) giving details of Courses for the specified Academic Year.

Prospective Student

means a person who has accepted a place at TSC, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at TSC.

Regulations

means those regulations that are included in your Contract Information. All Regulations are available via a link on the Website and are provided as electronic PDF documents to Prospective Students with their offer to study at TSC.

Semester

means the two periods into which the Academic Year is divided. The first semester runs from September to January and the second semester runs from January to June.

Services

means such educational services and facilities which are provided by TSC for students (including but not limited to the provision of library and IT services, provision of student support and guidance, and use of cafeterias, sports facilities, laboratories, studios and workshops).

Student(s)

means those students who are pursuing a Course as an enrolled student of TSC.

Terms and Conditions

means the terms and conditions contained in this document.

TSC

Means The Sheffield College, whose principal address is City Campus, Granville Road, Sheffield S2 2RL.

Terms (in section 6.4.1)

means the three study terms of the Academic Year published in the College Calendar.

Tuition Fees

means the fees charged by TSC for the provision of Courses to Students.

UCAS

means the Universities and Colleges Admissions Service, or any successor body.

Website

means TSC website at www.sheffcol.ac.uk.

2 Your Contracts with the Sheffield College

2.1 Your Contract Information

- 2.1.1 To help you make an informed decision about what and where to study, before you apply for a place, TSC will make available to you a wide range of information through a variety of means, including through the Prospectus, open days, written materials, and the Website.
- 2.1.2 Your Contract Information confirms the particular contractual terms on which an offer is made to you. TSC will make available to you the Contract Information.
- 2.1.3 By accepting a place at TSC, you are agreeing to be bound by the Contract Information; therefore, you must read and understand the Contract Information prior to accepting your place.

2.2 The Pre-Enrolment Contract

- 2.2.1 When you accept the offer of a place at TSC, a Pre-Enrolment Contract on the terms of the Contract Information is formed between you and TSC on the date on which your acceptance is received by TSC.
- 2.2.2 Your Pre-Enrolment Contract reserves you a place on your Course and gives you the opportunity to enrol if you meet the terms of your offer, your entry requirements and any special requirements within your Contract Information.
- 2.2.3 You have a statutory right to cancel your Pre-Enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at TSC. In these circumstances, clause 6.4 applies.
- 2.2.4 Your Pre-Enrolment Contract automatically expires if and when you enrol at TSC, in which circumstances clause 2.3 below applies.
- 2.2.5 If you do not enrol by the deadline date you have been given by TSC, your Pre-Enrolment Contract will automatically expire at that date.

2.3 The Enrolment Contract

- 2.3.1 When you enrol at TSC, an Enrolment Contract on the terms of the Contract Information is formed between you and TSC on the date when you sign the enrolment form (for enrolling in person) or complete enrolment on line.
- 2.3.2 A liability to pay Tuition Fees arises at Enrolment.
- 2.3.3 Your Enrolment Contract expires in accordance with clause 2.5 below.

2.4 Courses that begin within or before the statutory cancellation period(s)

- 2.4.1 If your Course has already begun or is due to begin before the end of the statutory cancellation period referred to in clauses 2.2.3 and 2.3.3, then, by accepting the offer of the place and/or by enrolling, you are expressly agreeing that TSC's service to you should begin within the statutory cancellation period.
- 2.4.2 In the circumstances in clause 2.4.1, if you subsequently decide to cancel the Pre-Enrolment Contract or the Enrolment Contract within either statutory cancellation period, the College shall normally provide a full refund of any Tuition Fees you have paid. This may not apply where the College has provided travel, equipment or materials during the statutory Cooling Off period. You would be expected to return any equipment or materials in reusable condition and/or you may be liable to pay a proportion of your Tuition Fees in accordance with TSC fees policy equivalent to the cost of the travel, materials or equipment that you have used.

2.5 Expiry of your Enrolment Contract

The Enrolment Contract will expire, subject to the provisions for early termination in these Terms and Conditions, on the completion of your Course, whether or not you are conferred with an award.

3 Admission to The Sheffield College

3.1 Consideration of applicants

- 3.1.1 All applications for a place at TSC are considered on their merits in the context of the specific and general guidance set out in the Prospectus and any special requirements as set out in clause 3.2.
- 3.1.2 TSC is not obliged to provide reasons for its decisions in relation to applications.
- 3.1.3 All Prospective Students will be required to declare unspent criminal convictions for violent, sexual or drug-related offences.
- 3.1.4 The entry requirements stated in the Prospectus may be varied from time to time where it is reasonably considered by TSC to be beneficial and/or necessary to ensure the proper delivery of education, but, with the exception of a circumstance arising under clause 3.1.6, such changes would not normally affect Prospective Students.
- 3.1.5 Your entry requirements will be set out in your Contract Information.
- 3.1.6 Prospective Students will be notified if the conditions of their offers change after an offer is made to them; generally this would be for exceptional reasons outside the TSC's control such as:
 - a. a change in requirements imposed on TSC by an awarding, statutory or regulatory body; or
 - b. a change in requirements imposed on TSC by a change in the law.

3.2 Special requirements

- 3.2.1 Students for certain specified Courses and students requiring a visa to study at TSC must comply with special requirements.
- 3.2.2 Some special requirements must be complied with as a condition of a Prospective Student obtaining their place at TSC and other special requirements continue throughout the period of the Course.
- 3.2.3 These special requirements are often imposed by law or the government, accrediting or professional bodies, or other third parties. For example:
 - a. Prospective Students who require a visa may need to demonstrate a particular level of competence in the English language;
 - b. some Courses may require additional declarations by the Student relating to their health, employment, criminal convictions and cautions;
 - c. there may be a requirement for a satisfactory check of criminal convictions (via the Disclosure and Barring Service);
 - d. there may be a requirement for medical examinations or immunisations;
 - e. for Students studying on a visa or on a professional Course, attendance requirements and certain standards of behaviour may apply.
- 3.2.4 Details of any current special requirements that apply to you can be obtained from TSC and will be stated in your Contract Information.
- 3.2.5 Variations or new special requirements may be introduced by TSC from time to time without prior notice to Prospective Students or Students if they are required by a third party or by law.

- 3.2.6 Where changes are made because it is reasonably considered by TSC that they are necessary to ensure the proper delivery of education, TSC will make reasonable endeavours to give prior notice to Prospective Students and Students.
- 3.2.7 Failure to comply with any such special requirements may result in termination of your Pre-Enrolment or Enrolment Contract, with the consequence that you may not be permitted to begin your Course at TSC or you may be required to leave your Course and/or TSC.

3.3 Conditional Offers

- 3.3.1 Offers of a place may be conditional on a Prospective Student fulfilling certain requirements either academic or otherwise, which will be stipulated when the offer of a place is made.
- 3.3.2 If a Prospective Student fails to meet these requirements to the reasonable satisfaction of TSC, the Pre-Enrolment Contract between the Prospective Student and TSC shall, unless TSC agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

3.4 Enrolment

- 3.4.1 You are required to enrol with TSC at the start of your Course and to re-enrol as required by TSC (normally annually).

4 Provision of Courses and Services

4.1 Course Dates

- 4.1.1 Students will be notified by TSC of the date their Course will commence.
- 4.1.2 Unless the Enrolment Contract is terminated earlier, it will be completed on the last day of the final Semester of the Student's Course in the Student's final Academic Year or the last day of any assessment of the Student's performance (whichever is later).

4.2 The College's obligations to you

- 4.2.1 During the term of your Enrolment, TSC shall provide you with the Services below (including the delivery of the Programme) with all reasonable care and skill; and we will provide you with accurate information about the provision of the Services;
- 4.2.2 Services provided by TSC shall include the following:
- Teaching required as part of the Course,
 - Supervision by TSC staff, where appropriate,
 - Assessment and assessment feedback,
 - Relevant IT and information/library services required to enable you to complete your Course and which is made available to all students in accordance with the TSC IT policy as may be in effect from time to time. TSC does not include the provision of any personal hardware,
 - Student wellbeing and in class support where appropriate and as set out in an agreed support plan;
 - Reasonable careers guidance.

- 4.2.3 TSC may make changes to the Services as described in sections 4.3 and 4.4.
- 4.2.4 TSC may make changes to the information within the Prospectus to bring it up to date before you start your Course.
- 4.2.5 Where changes to the Services or Prospectus constitute changes to your Contract Information, you will be notified as soon as reasonably practicable.

4.3 Making changes to Contract Information provided about your Course up to 28 days before your Course starts

- 4.3.1 TSC reserves the right to make changes to the Contract Information provided about your Course at any time up to the date 28 calendar days before your Course starts.
- 4.3.2 Changes are usually made for one or more of the following reasons:
 - To make updates to Courses to reflect best practice or new academic developments and to refresh Course curricula to ensure their currency for the benefit of Students;
 - To improve and enhance Students' experience of a Course, or to incorporate changes arising from Student feedback for the benefit of Students;
 - To meet external, professional or accrediting body requirements and/or
 - To safeguard academic standards, for example, in response to external examiner feedback.
- 4.3.3 Prospective Students will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.3.4 TSC's Website will be updated as soon as reasonably practicable to reflect the changes to the Course.
- 4.3.5 If, as a result of a change made under this clause 4.3, you no longer want to study your Course:
 - You must notify TSC in writing (or through UCAS, if applicable) by no later than three weeks after your Course starts, quoting your reason for withdrawal;
 - On request, TSC will use its reasonable endeavours to provide a suitable alternative Course at TSC, (for which Tuition Fees will be payable), or help you to find a suitable course at an alternative educational institution;
 - Any Tuition Fees paid will normally be refunded, subject to the agreement of the Executive Director of Finance and Resources.

4.4 Making late changes to Contract Information provided about your Course or making changes after your Course starts

- 4.4.1 TSC reserves the right to make changes to the Contract Information provided about your Course at any time on and after the date 28 calendar days before your Course starts for the reasons set out in clause 4.3.2, as TSC considers that changes for these reasons are fair.
- 4.4.2 Where TSC makes a change under clause 4.4.1 or 4.4.5, Students on that Course will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.4.3 TSC Website will be updated as soon as reasonably practicable to reflect the changes to the Course.
- 4.4.4 If you do not agree that the change is fair, you may wish to seek redress under the Student Complaints Policy and Procedure.
- 4.4.5 Any late change to the Contract Information about your Course or any change

made after your Course starts (which change falls outside the reasons in clause 4.3.2) would be considered by TSC to be a variation of your Pre-Enrolment or Enrolment Contract to which your consent would be required.

- 4.4.6 Student representatives will be consulted in advance about changes falling under clause 4.4.5.
- 4.4.7 In the circumstances in clause 4.4.5, you will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying TSC within 3 weeks of being notified of the change.
- 4.4.8 If you have given notice that you do not consent to a change made under clause 4.4.5, clause 4.5 applies.
- 4.4.9 Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made by TSC for reasons beyond the TSC's control.
- 4.4.10 Where changes are made to Courses, TSC will take reasonable steps to mitigate the impact on Students wherever reasonably possible.

4.5 What will happen if you do not consent to a late change

- 4.5.1 Upon receiving written notice from you under clause 4.4.7, TSC will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.
- 4.5.2 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your Course.
- 4.5.3 If, in the circumstances in clause 4.5.2, you decide to withdraw from your Course:
 - a. You must notify TSC in writing, quoting your reason for withdrawal;
 - b. On request, TSC will use its reasonable endeavours to provide a suitable alternative Course at TSC (for which Tuition Fees will be payable) or help you to find a suitable course at an alternative educational institution;
 - c. TSC will normally refund any Tuition Fees, already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid, subject to the approval by the Executive Director for Finance and Resources.
- 4.5.4 Subject to clause 11, TSC will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered because of the change to your Course under clause 4.4.5.

4.6 Discontinuation or Suspension of Courses

- 4.6.1 Prior to a Course starting, TSC reserves the right to discontinue or suspend Courses where:
 - a. An insufficient number or quality of applications received mean that the Student experience cannot be guaranteed;
 - b. TSC is concerned about the quality of the Course or the administrative and other supporting Services being delivered by its own staff;
 - c. Appropriate numbers of sufficiently qualified staff are not available to deliver the Course;
 - d. TSC does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the Course for any reason;
 - e. The Course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.

- 4.6.2 Where these factors are within TSC's control, TSC shall give Prospective Students as much notice as reasonably practicable, and no Course shall be suspended or discontinued after the date 28 calendar days before the Course is due to start.
- 4.6.3 Exceptionally, TSC may discontinue or suspend Courses where:
- a. A commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a Course; and/or
 - b. Events beyond TSC's reasonable control prevent a Course from being delivered either temporarily or permanently.
- 4.6.4 For changes which are outside TSC's control, it will not always be possible to notify Students and Prospective Students in advance, but where TSC is able to give notice, it will endeavour to do so as soon as reasonably practicable.
- 4.6.5 Save for in exceptional circumstances, including but not limited to those listed in clause 4.6.3, TSC would not normally discontinue or suspend a Course after a cohort of Students had commenced their studies, but would instead make reasonable endeavours to deliver the Course in accordance with the Course Description to all Students in that cohort.
- 4.6.6 If TSC has to discontinue or suspend your Course after an offer has been accepted or at any time during your Course:
- a. On request, TSC will use its reasonable endeavours to provide a suitable alternative Course at TSC (for which Tuition Fees will be payable) or help you to find a suitable course at an alternative educational institution;
 - b. If you will not be studying further at TSC, TSC will normally refund any Tuition Fees already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid; and
 - c. Subject to clause 11, TSC will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the discontinuation or suspension of your Course.

4.7 Withdrawal of Services

- 4.7.1 TSC reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by TSC, for example, where:
- a. Events beyond TSC's reasonable control prevent a Service from being delivered either temporarily or permanently;
 - b. information technology systems require essential maintenance work, upgrades or repairs;
 - c. health and safety or other legal reasons apply; or
 - d. improvements and changes are being made to TSC's estate and facilities.
- 4.7.2 TSC 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.
- 4.7.3 TSC 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).
- 4.7.4 TSC 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 TSC is open.

4.8 Module Choices

- 4.8.1 TSC aims to offer flexibility of study within the relevant Regulations but cannot guarantee that all parts of any options within Courses will be available to all Students who are qualified to take them.
- 4.8.2 The range of option modules on offer may change for the reasons given for discontinuing or suspending Courses in clause 4.6.1.
- 4.8.3 Some option modules may have minimum or maximum Student number requirements and may not run in every Academic Year.

5 The Regulations

5.1 Compliance with the Regulations

- 5.1.1 You are required as a condition of accepting a place and enrolling at TSC to abide by, and to submit to, the Regulations.
- 5.1.2 These include regulations in (but not limited to) the following areas: admissions; academic and assessment; conduct, fitness to practise, expulsion and discipline; fees and financial regulations; information technology; intellectual property; complaints and appeals.
- 5.1.3 The Regulations are included in your Contract Information and on the Website.

5.2 Changes to Regulations

- 5.2.1 TSC reserves the right to make reasonable changes to the Regulations where in the opinion of TSC, it will assist in the proper delivery of education and/or it is in the interests of Students, or where it is required by awarding bodies.
- 5.2.2 These changes will normally come into effect at the beginning of the next Academic Year.
- 5.2.3 TSC reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by awarding bodies, the law or by funders.
- 5.2.4 Changes are usually made for one or more of the following reasons:
 - a. Changes in awarding body requirement;
 - b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - c. To incorporate sector guidance or good practice;
 - d. To incorporate feedback from Students; and/or
 - e. To aid clarity or consistency of approach.
- 5.2.5 Where changes are made, TSC will take reasonable steps to minimise disruption to Students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they become effective, or by phasing in the changes, if appropriate and acceptable to awarding bodies.
- 5.2.6 If you have any concerns about the rationale for or effect of any change, please contact the HE Senior Administrator.
- 5.2.7 Links to updated Regulations shall be made available on TSC Website and may be publicised by other means so that you can be aware of any changes.

6 Tuition Fees, deposits, debts and refunds

6.1 Tuition Fees

- 6.1.1 TSC charges Tuition Fees for the delivery of its Courses and you will have primary responsibility for payment.
- 6.1.2 TSC will invoice you (or, if applicable, a third party paying on your behalf) for the Tuition Fees, to be paid on the date stipulated in the invoice.
- 6.1.3 If the third party does not make payment in full by the due date, you will be invoiced personally for any outstanding balance.
- 6.1.4 If payment is not made, the provisions of clause 6.5 may come into force.
- 6.1.5 You are contractually obliged to pay the Tuition Fees and all other Charges on the dates they fall due from the moment the Enrolment Contract is formed under clause 2.3.
- 6.1.6 Tuition Fees are usually charged to Students in every Academic Year of their Course and you should therefore ensure that the necessary arrangements to pay your Tuition Fees have been made before enrolling for the next Academic Year.

6.2 Tuition Fee review

- 6.2.1 Your fees will remain the same during your course.
- 6.2.2 Tuition fees are reviewed annually and any increase will affect students starting new courses.

6.3 Withdrawals, transfers and time out from study and refunds

- 6.3.1 If you take time out from your studies, withdraw, or transfer to another institution after the end of the statutory Cooling Off period, you will be liable for all or part of the annual tuition fee according to the date you withdraw from or suspend your studies:

Date of liability	Fee Liability
After the start of Term 1	25% of the annual tuition fee
The start date of Term 2	50% of the annual tuition fee
The start of Term 3	100% of the annual tuition fee.

- 6.3.2 TSC will not be liable for any loan or other payments, costs or losses you may incur as a result of you taking time out from your studies, withdrawing, or transferring to another institution.
- 6.3.3 TSC will not refund to you any Fees paid on your behalf by the Student Loans Company, or any other third party.
- 6.3.4 If you wish any special circumstances to be taken into account, you can appeal to the Executive Director of Finance and Resources to have your fees waived.
- 6.3.5 If you are experiencing financial difficulties, you can request arrangements to make staggered payments by contacting TSC Financial Control.

6.4 Debts

- 6.4.1 TSC reserves the right at any time during the Academic Year to withdraw you from your Course and to withhold all Services until all outstanding Tuition Fees are paid and/or terminate the Enrolment Contract between you and TSC.
- 6.4.2 Before exercising its rights under clause 6.5.1, TSC will give you reasonable notice of its intentions, allow you the opportunity to make representations and

take those representations into account in deciding how to proceed.

- 6.4.3 If, at the end of an Academic Year, which is not the final year of your Course, you are in debt to TSC for Tuition Fees, TSC reserves the right not to allow you to enrol on your Course for the next Academic Year.
- 6.4.4 If you are in the final year of your Course, TSC will not agree to the release of your certificate, or provide a letter of confirmation of award, until all Tuition Fee debts to TSC are paid.
- 6.4.5 If you are in debt to TSC for Charges related to any of the Services provided in association with your Course, e.g. library fines, TSC reserves the right to withdraw that Service until outstanding debts are paid.

7 Provision of equipment

If your course provides facilities for the loan of equipment, you are required to return that equipment in good condition by the agreed date and time. If the equipment is lost or damaged, you will be liable for the replacement costs.

8 Ownership of Students' work

8.1 General Principle and Exceptions

- 8.1.1 As a general principle TSC recognises that each Student is the owner of the Intellectual Property he/she creates in the course of his/her studies ("Student IP"), subject to the following exceptions:
 - a. Students employed, sponsored or funded by third party organisations, wholly or partly;
 - b. Students undertaking a wholly or partly sponsored project or placement, where the Intellectual Property is generated as a result of collaborative work, for example with other Students or with members of staff (or where the work being undertaken derives from the Intellectual Property of staff or TSC);
 - c. Students studying on modules which have as a primary or substantial purpose, the creation of Intellectual Property;
 - d. other exceptional circumstances that may apply.
- 8.1.2 In the circumstances in clause 8.1.1 a-e the ownership and exploitation of the Intellectual Property will be governed either by a pre-existing agreement that takes precedence over these Terms and Conditions, or an agreement between the parties will be required governing ownership and exploitation.

8.2 Non-commercial license to TSC

- 8.2.1 Each Student grants to TSC a continuing, non-exclusive, world-wide, irrevocable, royalty free license to use his/her Student IP, including the right to sub-license, for non-commercial use and academic and research purposes.
- 8.2.2 Where TSC makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by Students.
- 8.2.3 A Student may request that their specified Student IP be treated as confidential information, and not shared by TSC except with other staff and external examiners who need to know for the purposes of teaching, learning and assessment of the Student concerned. TSC shall not unreasonably refuse such a request and shall respect the confidentiality of the materials. Any such requests should be made to the Vice Principal for Higher Education.

8.3 Provisions continue beyond the termination of your Enrolment Contract

- 8.3.1 The provisions of this clause 8, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Enrolment Contract between you and TSC, however caused.

9 Student Discipline

- 9.1.1 All students are required to behave according to the expectations laid down in TSC Student Charter.
- 9.1.2 Students in breach of these expectations may be subject to TSC Positive Engagement and Disciplinary Policy, which is available on the TSC website.

10 Data Protection Act and GDPR

- 10.1.1 TSC is registered under the Data Protection Act (DPA) 2018. TSC's entry on the register can be seen on the website of the Information Commissioner's Office.
- 10.1.2 TSC will only hold and use Personal Data for the purposes stated in the register entry, as permitted by the DPA 2018 and the General Data Protection Regulation and for the reasons set out in its Privacy Notice for Students on the TSC Public Documents website.
- 10.1.3 The TSC 'Privacy Notice for Students' sets out information on the purposes for which the College holds Personal Data on applicants and Students, the categories of data it holds, the safeguards in place, and the other organisations to which TSC may disclose your Personal Data. The Privacy Notice for Students and the General Data Protection Policy are available from the TSC website.
- 10.1.4 TSC has appointed a Data Protection Officer who may be contacted at DPO@sheffcol.ac.uk with any queries about the way your personal data has been processed.

11 Liability

11.1 General

- 11.1.1 Students are advised to obtain insurance for their own property before arrival at the TSC and should note, in particular, that sporting activities are undertaken at their own risk (subject to clause 11.3 c below).
- 11.1.2 In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance.
- 11.1.3 TSC cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
- a. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on TSC campuses) unless it is caused by the negligence or default of TSC or its staff;
 - b. the non-return of work submitted for assessment;
 - c. personal injuries or death except in so far as it is caused by the negligence of the TSC or its staff;
 - d. all indirect and consequential losses, however arising; and
 - e. loss of opportunity and loss of income or profit, however arising.
- 11.1.4 In any event, save for any liability in negligence for personal injury or death, any

remaining liability or any other liability of TSC 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 TSC or the amount, if any, the TSC receives from its insurers in respect of that particular loss, whichever is the greater.

11.2 Exclusion of liability for events beyond reasonable control

- 11.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under the Pre-Enrolment or Enrolment Contract if such failure or delay is due to any cause beyond that party's reasonable control.
- 11.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

11.3 Connecting Student's personal IT equipment to TSC network

- 11.2.3 Students may connect personal IT equipment to TSC wireless network.
- 11.2.4 Students connecting to the wireless network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that TSC accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by TSC or its staff, and provided always that TSC accepts no liability for any indirect and consequential losses.

12 Termination of Pre-Enrolment or Enrolment Contracts

12.1 Termination of Pre-Enrolment or Enrolment Contracts by TSC

- 12.1.1 TSC may without liability terminate your Pre-Enrolment or Enrolment Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions or Regulations and in particular in the following circumstances:
 - a. If you have provided false, incomplete or misleading information in relation to your application for admission to TSC;
 - b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Course;
 - c. Where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet the occupational health requirements, or you do not have permission to remain in the UK for the purposes of study at TSC;
 - d. If you fail to meet the requirement to enrol in the first year of your Course or fail to re- enrol in subsequent years within the required timescale;
 - e. Where it has been found that you have breached the Disciplinary Regulations for Students
 - f. If following TSC's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for Students' performance for your Course in accordance with the Regulations, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements, failure to submit course work, complete assessments and/or meet Course deadlines, failure to fulfil a specified

contract of studentship, failure to complete a mandatory placement for a Course, or failure to adhere to professional standards for training purposes;

- g. If you fail to pay any Tuition Fees by the due date specified by TSC. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

12.1.2 The effect of TSC terminating your Pre-Enrolment or Enrolment Contract under clause 12.1.1 or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to TSC or you will be required to withdraw from TSC immediately and you will no longer be entitled to commence or continue your Course.

12.2 Termination of Pre-Enrolment or Enrolment Contracts by you

12.2.1 If you decide prior to Enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately in writing and in any event prior to the date upon which Enrolment is scheduled to take place. You may use the cancellation form (printed at the end of these Terms and Conditions) to withdraw from your Pre-Enrolment Contract or your Enrolment Contract during the statutory cooling-off period or you may write to us at the address in 13.3 notifying TSC of your withdrawal.

12.2.2 Students may take time out from their studies, withdraw or transfer to another institution at any time after enrolment, but are strongly advised to discuss the implications in advance with relevant TSC staff and their sponsor/ employer/ funding body, as applicable, since such decisions can have significant implications.

12.2.3 Students must notify the TSC in writing in order for a break in study, withdrawal or transfer to take effect, and follow any applicable policies/processes.

12.2.4 You will continue to be considered as enrolled for Tuition Fee purposes until the TSC is properly notified otherwise in writing.

13 Notices

13.1 Any notice served by TSC under these Terms and Conditions and any correspondence from TSC shall be deemed to have been served two working days after dispatching to the address notified to TSC by you.

13.2 The University shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the University informed of any changes to these addresses.

13.3 Any correspondence from the Student to TSC should go to the address specified for such correspondence in these Terms and Conditions or the Regulations or if an address is not specified, to the general TSC address:

Vice Principal HE and Academic Studies
The Sheffield College Hillsborough Campus
Livesey Street
Sheffield
S6 2ET

13.4 Such correspondence shall be deemed to have been served on TSC two working days after posting.

14 Changes to Terms and Conditions, severance and contract variations

14.1 Changes to Terms and Conditions

- 14.1.1 TSC reserves the right to make reasonable changes to these Terms and Conditions at any time.
- 14.1.2 Changes will usually be made in order to:
- a. comply with any changes in the law, government policy, awarding body requirements or guidance, or to take account of a ruling by a court or similar body;
 - b. comply with any changes requested by the Higher Education Funding Council for England, the National College for Teaching and Leadership or any other major funding body or successor body;
 - c. implement legal advice, national guidance or good practice;
 - d. provide for the introduction of new or improved methods of operation, services or facilities;
 - e. reflect market conditions;
 - f. make them clearer or more favourable to you;
 - g. rectify any error that might be discovered in due course; and/or
 - h. further to codify existing arrangements.
- 14.1.3 These changes will normally come into effect at the beginning of the next Academic Year, although TSC reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or required by law.
- 14.1.4 TSC will usually give prior notice to Prospective Students and Students when changes to the Terms and Conditions are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.
- 14.1.5 Where changes are made to the Terms and Conditions, TSC will take reasonable steps to mitigate the impact on Students wherever reasonably practicable.
- 14.1.6 If you have any concerns about the rationale for or effect of any change, please contact the HE Senior Administrator.
- 13.4.2 Any new editions of the Terms and Conditions shall be made available on TSC's Website, are available to read at enrolment/re-enrolment, and may be publicised by other means so that you can be aware of any changes.

14.2 Severance

- 14.2.1 In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Pre-Enrolment or Enrolment Contract between you and TSC without affecting the remaining Terms and Conditions which shall continue to be valid.

14.3 Contract variations

- 14.3.1 If TSC permits you to transfer between Courses or defer your place, such transfer or deferral shall be treated as a variation of your Pre-Enrolment or Enrolment Contract with TSC and will be subject to your continued acceptance of the Terms and Conditions and Regulations.
- 14.3.2 No other variation or amendment to your Pre-Enrolment or Enrolment Contract may be made by you without the prior written consent of TSC.

- 14.3.3 Following a transfer or deferral, TSC shall amend your Contract Information, if necessary, before you start or recommence your Course, and your enrolment on the Course shall constitute your consent to the variation.

15 Status of Terms and Conditions and your Contract Information

- 15.1 These Terms and Conditions, and your Contract Information represent the entire agreement between you and TSC and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and TSC.
- 15.2 In the event of inconsistencies between the Terms and Conditions, the Regulations, and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the Regulations, which shall in turn prevail over the remainder of the information in your Contract Information.
- 15.3 The following Regulations are binding on TSC and you and shall be provided to you as electronic PDF documents with your offer letter:
- **Admissions** policy – TSC will abide by the TSC Admissions Policy in considering your application;
 - **Fees and Charges Policy** – explains how much TSC will charge you for your Course, what your fee covers and what to do if you have a problem paying your fees;
 - **Behaviour policies** – the TSC Positive Engagement and Disciplinary Policy governs your behaviour in College and explains what steps TSC may take if your behaviour falls below expectations;
 - **Complaints** Policy and Procedure – Applicants, Prospective Students and Students should follow the Complaints Policy to raise any matters of dissatisfaction;
 - **Assessment** policies, set out the rules on assessment, some of which are set by the awarding body for your Course:
 - HE Assessment Policy and Procedure (All students)
 - Assessment Verification Policy
 - Assessment Malpractice Policy and Procedure (all students)
 - Extenuating Circumstances Policy and Procedure (all students)
 - Academic Appeals Policy and Procedure (SHU courses)
 - Open University Assessment Regulations (OU courses)
 - Open University Students' Guide (OU courses)
- 15.4 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.

16 Law and Jurisdiction

Your Pre-Enrolment and Enrolment Contracts 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.

17 Headings

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

18 Queries and complaints

Queries about your Contract Information, or concerns or complaints relating to the processing of your application should be addressed to the:

Vice Principal HE and Academic Studies
The Sheffield College Hillsborough Campus
Livesey Street
Sheffield
S6 2ET

STATUTORY CANCELLATION INSTRUCTIONS

Right to cancel

You have the right to cancel your Pre-Enrolment and Enrolment Contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. 14 days following the date upon which you accept our offer of a place for your Pre-Enrolment Contract or 14 days following the date of online enrolment for your Enrolment Contract).

You must inform the College **in writing** if you wish to cancel your Pre-Enrolment or Enrolment Contract.

You may use the model cancellation form below, but it is not obligatory.

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

Effects of cancellation

If you cancel this contract within the cancellation period, TSC will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We 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.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

STATUTORY CANCELLATION FORM

<u>Write to</u>	Vice Principal HE and Academic Studies, The Sheffield College Hillsborough Campus, Livesey Street, Sheffield, S6 2ET
<u>Or email</u>	admissions@sheffcol.ac.uk or [add HE administrative email address]

I hereby give notice that I cancel my contract for the supply of the following service:
Contract for the supply of education services at The Sheffield College for
..... (Course)

Date of Acceptance of Offer* / Date of Online Enrolment* :

Name of Student:

Address of Student:

.....

.....

.....

.....

Signature of Student(not required if submitting form electronically)

Student Number:

Date of Cancellation:

****Please delete as appropriate: if you have not yet enrolled, please confirm the date you accepted your offer; if you have enrolled, please confirm the date you enrolled.***

Please note that you cannot use this form to withdraw if you enrolled in person on College premises.