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**1. What is covered in Terms and Conditions?**

1.1 When you accept an offer to study on a higher education programme with The City of Liverpool College (“the College”) you are entering into a contract with us. These terms and conditions set out the details of the contract between us and specify your rights and obligations as a student and our obligations and rights as a higher education provider.

1.2 These terms and conditions refer to other college policies and procedures that are relevant to you as a higher education student at the College.

**2. Pre-offer/contract stage**

2.1 During your application and course research (pre-offer) stage, we will provide you with a copy of the relevant terms and conditions.

2.2 At the pre-offer stage and (if you accept an offer of a place from the College) subsequently, we will ensure that all our course information and all relevant study information is fully up to date, accurate, accessible and available to you. We undertake to deliver all advertised programmes and support as specified in our course information, however, the College reserves the right to make minor changes where necessary or to cancel a course offered if there are insufficient applicants to make delivery of the course viable for economic reasons.

2.3 In the event that your course is cancelled owing to insufficient student numbers on an individual course, the College will provide you with as much warning as is reasonably practicable and will give you notice in writing of any course cancellation at least 7 days before the scheduled start date of the course. Applicants will be supported to consider alternative courses offered by the College and other HE providers where suitable.

2.4 If any other changes are made to the available course information (including delivery, duration or any other aspect of support provided by the College) after you applied to study on our course, these will be communicated to you and you will be asked to confirm your agreement with these changes. We will ensure timely communication of any changes to allow applicants sufficient time to make alternative choices where our offer may no longer meet your requirements.

- 2.5 The College is fully committed to providing comprehensive and proactive support to any applicants who may be affected by changes to offered courses and to ensure that you have access to full and impartial advice.

### **3. Accepting your offer**

- 3.1 When you accept an offer from the College to study on a higher education programme we will ask you to confirm that you accept these terms and conditions. An offer of a place made to you by the College is made on the basis that in accepting our offer you agree to these terms and conditions.
- 3.2 By accepting the offer of a place at the College, you agree to comply with the provisions of all college policies and procedures that apply to enrolled students.
- 3.3 By accepting the offer of a place at the College, you confirm that the information you have provided in support of your admission to and enrolment with the College is accurate and complete to the best of your knowledge. The provision of false or misleading information may result in your offer of a place being revoked and/or your enrolment being declared invalid and will entitle the College to terminate its contract with you.
- 3.4 By accepting the offer of a place at the College to study on a higher education programme you confirm that you have had full access to all relevant course information and that you have received appropriated guidance from us relating to Consumer Protection Law (“Higher Education at The City of Liverpool College – What You Need to Know”).
- 3.5 You have the right to cancel and withdraw during a 14-day period from the date the contract is entered into (the day you accept your offer). Students can find the HE Cancellation Form via the College website but may also exercise their right to cancel through communicating this in writing.

### **4. Enrolment stage and acceptance of college regulations**

If you accept an offer of a study made by the College and you meet the conditions of your offer, you will be invited to enrol on your chosen higher education course. By signing the enrolment form you reaffirm your acceptance of the terms and conditions, including but not limited to all related college regulations as specified below.

- 4.1 It is your obligation to make arrangements at the beginning of your course for the payment of your fees. The fees for your course are found in the HE prospectus, published on the College web site. Details regarding payment of the fees, refund and cancellation rights are published in our **Tuition Fee, Cancellation and Refund Policy for Higher Education Programmes**. If you do not pay any tuition fees that you owe to the College (either directly or via third-party funding), the College reserves the right to cancel your enrolment and withdraw your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the College will consider all the circumstances of your case.

- 4.2 The College's rules regarding academic misconduct, including plagiarism and the processes the College utilises to detect plagiarism, which can be found in the [Academic Misconduct Policy](#). Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
- 4.3 The College's rules governing criminal convictions are set out in the **Applicant and Student Criminal Conviction Policy**. This sets out the College's expectations of when criminal convictions need to be disclosed and the action it will take following disclosure which may include expulsion from a programme of study.
- 4.4 The College's expectations of student behaviour are set out in the [Student Code of Behaviour and Disciplinary Procedures for HE Students](#). Breach of these rules may result in a disciplinary process and the imposition of sanctions, up to and including expulsion from the College.
- 4.5 The College's expectations as regards student attendance, academic due diligence and academic progress, are set out in the **HE Student Charter**. Failure to meet these expectations may mean that you are not permitted to progress on your course.
- 4.6 The College's **Fitness to Study Policy** describes the steps the College may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study at the College.
- 4.7 The College's rules governing fitness to practise are set out in the [Fitness to Practise Policy](#), which applies to students on professionally regulated courses which lead to, or satisfy the conditions of, a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, up to and including expulsion from the College.
- 4.8 It is required that applicants to professional courses undergo an **Enhanced Disclosure Barring Service check** (organised by the College) before they can be enrolled on these courses. Applicants will also be subject to the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.
- 4.9 The College is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. **Notification of any disability or support needs** early in the application process enables the College to engage with you and discuss your support needs more effectively. Students are advised to notify the College of any disability or support need which may impact on their ability to complete the programme and to be fit to practise on completion of their studies. The College is more likely to be able to implement such adjustments in a prompt and timely manner if you notify us of any disability or support needs early in the application process and if you engage in any necessary discussions or health assessments as requested by the College.

4.10 **Communications to and from the College.** On enrolment, you will be asked to confirm all your contact details and to provide a valid residency address, phone number and email account. All email communications from the College will be sent to that account and you are expected to use this account for communications with the College. You are expected to check your email account regularly and at least once a week. Any communication sent to you by the College to your email account will be regarded as properly sent and received by you within one week.

4.11 If as a student on any of our higher education programmes you feel that actions and decisions made relating to you or your study are unfair or incorrect and you want to challenge these, you are entitled to raise these via the **Higher Education Compliments, Comments & Complaints Policy, Appeals Against Assessment Decisions Policy** or the **Academic Misconduct Policy** as appropriate, which apply to all higher education students.

## 5. Changes to College Regulations

5.1 The College reserves the right to add to, delete or make reasonable changes to the College regulations (as outlined in section four) where in the opinion of the College this will assist in the effective delivery of education. Changes are usually made for one or more of the following reasons:

- a. To review and update the regulations to ensure they are fit for purpose;
- 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 best practice;
- d. To incorporate feedback from students; and/or
- e. To aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances.

The College will take all reasonable steps to minimise disruption to students wherever reasonably possible resulting from such changes, for example, by giving reasonable notice of changes to regulations before they take effect, or by phasing in the changes, if appropriate.

The updated regulations will be made available on the College's website and may be publicised by other means so that students are made aware of any changes.

## 6. Disclaimers

- 6.1 The College will do all that it reasonably can to provide educational services as described on its website or in the HE prospectus or other documents issued by the College to students enrolled or eligible to enrol on HE programmes. Sometimes circumstances beyond the control of the College mean that it cannot provide such educational services. Examples of such circumstances include:
- a. industrial action by College staff or third parties;
  - b. temporary/unexpected illness of particular staff members;
  - c. insufficient applicants to make delivery of the course viable for economic reasons;
  - d. public health emergency;
  - e. power failure;
  - f. natural disasters;
  - g. severe weather conditions;
  - h. acts of terrorism;
  - i. damage to buildings or equipment;
  - j. Acts of Government, local or combined authorities.
- 6.2 In these circumstances, the College will take all reasonable steps to minimise any resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. However to the full extent that is reasonable under general law, the College excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
- 6.3 The College will use all reasonable endeavours to deliver the course in accordance with the course information provided for the academic year in which you begin the course. However, the College will be entitled to make changes required by necessity and minor changes to the content and delivery of the programme as outlined in the Performance Monitoring and Review Policy and Process in order to secure and improve the educational experience of our students.
- 6.4 In making any minor changes to the content or delivery of the programmes of study, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required.
- 6.5 If any changes made by the College are such that it is no longer viable for you to continue to access the course agreed with the College, you will be offered the opportunity as appropriate to withdraw from the course, move to another programme of study and, if appropriate, reasonable support to transfer to another provider. In such circumstances, the College's **Tuition Fee, Cancellation and Refund Policy for Higher Education Programmes** will apply.
- 6.6 The College does not accept responsibility and expressly excludes liability to the full extent that is reasonable under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## **7. Data Protection**

- 7.1 The information provided in your application will be used by the College for the administration of your application, academic record and student and welfare services. It will also be used for research and the compilation of statistics. The College may also, in fulfilling its legal obligations, supply this information to outside organisations including the Police, the Home Office, Local Authorities or the Department of Work and Pensions and its Agencies. Where you are employed by a third party during all or any of the period of your study at the College and the employer has a direct interest in your status as a student at the College (for example your employer is paying for your course), you agree that information regarding your attendance and performance may be disclosed to your employer.
- 7.2 Where you have a disability or support needs, information you have provided in connection with that disability or support needs will be processed by the Learning Support Team for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability or support needs will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability or support needs is not disclosed to such staff and while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.
- 7.3 You agree that the College may hold and use the information which you supply to it, for the purposes to which these conditions of offer relate.

## **8. General**

- 8.1 If any provision of the contract between you and the College is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 8.2 The contract between you and the College shall be governed by and construed 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.
- 8.3 The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 8.4 Should you feel you have any grounds for complaint or appeal, regarding decisions in relation to this policy, please refer to the College's Higher Education Compliments, Comments & Complaints Policy, which can be found at <http://www.liv-coll.ac.uk/Compliments-Comments-or-Complaints>.