



## Higher Education Terms and Conditions of the Student Contract

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### 1. Introduction

These are the terms and conditions that will regulate your contractual relationship with Havering College of Further and Higher Education (the College). Please ensure that you read this document carefully before accepting your offer. All additional documents, policies, and procedures referred here can be accessed at <https://www.havering-college.ac.uk/admissions-enrolment/higher-education#admissions-policies>

### 2. Our Contract with you

These terms and conditions, together with the content of your offer letter, form the basis of our contract with you. Your contract will become binding at the point you enrol for the course. If you have applied through UCAS, this will be when you enter your acceptance on UCAS Track. If you have applied directly to the College, the point of acceptance will be the date when your acceptance is received in the Admissions office, be that by post, email or telephone.

### 3. Conditions of Contract

- 3.1 Your offer is made on the assumption that you have provided the College with all relevant and accurate information about yourself for your application to be considered fully and fairly. Should it subsequently come to light that you have withheld or misrepresented any material information, that you have made any false statements during the application and selection process, or that you are unable to provide full documentary evidence of your qualifications when you start the course, the College reserves the right to revoke your offer.
- 3.2 Similarly, should information come to light following your enrolment, which the College determines (under any of the College policies and procedures) would make you unsuitable or unable to continue the course or programme, the College reserves the right to revoke your enrolment as a student. This applies to applicants with both conditional and unconditional offers.
- 3.3 If you have received a conditional offer, this is made subject to the conditions specified in your offer letter. You have until the date specified in your offer letter to provide evidence of meeting your conditions. The College may choose to extend this deadline in light of mitigating circumstances. Applications for consideration of mitigating circumstances should be submitted to the Admissions office in the first instance.
- 3.4 Failure to meet the offer conditions, where applicable, within the required timeframe will result in the revocation of the offer. Where possible, and appropriate, the College will offer an alternative course, such as an Access to HE Diploma, to applicants who have not met their offer conditions.
- 3.5 All applicants are asked at the point of application to declare whether or not they have any criminal convictions. Some courses may also require receipt of a Disclosure and Barring Service (DBS) check. For courses where a DBS is

not a mandatory element of the entry requirements, the decision whether to make an offer is made without reference to any declaration regarding criminal convictions. However, a separate process will be undertaken to identify whether an individual's convictions make them ineligible to enrol as a student. The College will only make offers to applicants where it has been determined that their conviction does not pose a significant risk to staff or students. Failure to declare information about a conviction or pending court case, or supplying untrue or inaccurate information about a conviction or pending court case, may lead to your offer of a place, or enrolment on the course, being withdrawn at any time. Please see the *Higher Education Student Selection and Admissions Policy* for further details.

- 3.6 The majority of Higher Education courses at the College feature entirely compulsory modules. Where optional modules are offered, the availability of such modules is subject to demand by the student body and the availability of appropriate staff and resources to deliver the module successfully.
- 3.7 All students should ensure that they have the right to study in the UK before accepting their offer. All applicants are advised to check their eligibility for "Home" fee status by visiting [www.ukcisa.org.uk](http://www.ukcisa.org.uk).
- 3.8 Havering College of Further and Higher Education offers prescribed Higher Education (HE) qualifications, at Levels 4 to 7, in partnership with three awarding bodies; Pearson, the University of East London (UEL) and the Open University (OU). The qualifications awarded by Pearson and UEL follow completion of a course of modules written by the awarding body. The qualifications awarded by the OU follow completion of modules written by Havering College and validated (approved) by the OU. As a student enrolled on an Open University validated programme, your participation and studies will be undertaken within a framework provided by the Regulations of the OU, supplemented by the policies and procedures of Havering College. For all three awarding bodies, course fees are set by Havering College and all teaching and assessment is the responsibility of the College. External verification and annual monitoring of each programme is conducted by the relevant awarding body.
- 3.9 If you wish to enrol on to an HE course at the College you will be bound by the Terms and Conditions of the College and the relevant awarding body for your chosen course of study. During your induction period you will be provided with a copy of the Student Handbook, which is tailored to your programme. Assessment Regulations can be found on the student intranet pages of the virtual learning environment (VLE), known as 'Moodle'. It is your responsibility to familiarise yourself with the content of your Handbook and the Assessment Regulations and raise any queries with your Personal Tutor.
- 3.10 All students at Havering College are required to sign and abide by the Student Code of Conduct. A copy of the code is available at <https://www.havering-college.ac.uk/admissions-enrolment/higher-education#admissions-policies> and will also be provided at enrolment.

### 4. Cancellation Rights

- 4.1 You have consumer rights when entering in to a contract with us.
- 4.2 You may cancel this contract within 14 days of entering into the contract, by giving us notice of your intention to cancel (please see section 2 above, for the definition of the start date of the contract).
- 4.3 If you have applied via UCAS, you can withdraw your acceptance by logging in to UCAS Track and amending your reply. Whether you have applied directly to the College or via UCAS, you should contact the Admissions office by post, email or telephone, stating your reason for cancellation.

### 5. Access to the Learning Support Service

- 5.1 The College makes every effort to make reasonable adjustments for students with disabilities or specific learning needs. On rare occasions, however, and after an appropriate assessment, it may not be possible to make adjustments to the extent that would support the student to study. Applicants with disabilities should ensure that they engage with the Learning Support Service from the earliest opportunity. Any applicant choosing to declare a disability or specific learning need on their application form, or at any point during the application process, will be referred to the Learning Support Service. The College will only enrol applicants where it has been determined that reasonable adjustments can be made to ensure that adequate support is in place. Please refer to the [Higher Education Student Selection and Admissions Policy](#) for further information.
- 5.2 It is your responsibility to ensure that, where a disability or specific learning need - or its effects on you where the disability or learning need is pre-existing - does not manifest itself until after enrolment, you engage with the Learning Support Service as soon as possible thereafter. Failure to do so may reduce the support that is available, as well as potentially jeopardising your academic progress. Requests for special arrangements for exams require registration with the Learning Support Service so that eligibility for such arrangements can be assessed and applied for.
- 5.3 Disability Student Allowance (DSA)  
  
You can apply for a DSA if you are on a full-time or part-time undergraduate course (for example a degree or HND), or are on an eligible full-time or part-time post-graduate course and have a disability, mental health condition or Specific Learning Difficulty which affects your ability to study.  
  
You cannot receive DSA if you are already receiving support equivalent to a DSA from another funding provider, are an EU or international student, or are a sandwich course student on a full-year placement.

If you are physically disabled, blind, partially sighted, deaf, hard of hearing or have a medical or mental-health condition, you will need to provide medical evidence such as a letter from your doctor or specialist.

If you have a SpLD such as Dyslexia, you will need to provide evidence in the form of a diagnostic assessment carried out by a registered psychologist or specialist teacher who holds a practising certificate. If this was carried out prior to your 16<sup>th</sup> birthday, it will need to be updated. There may be a cost to you for any testing that needs to be carried out.

For more information on how to apply for a DSA, please visit [www.yourdsa.com](http://www.yourdsa.com)

- 5.4 The Learning Support Service will respond to both applicants and students within 15 working days of receiving a referral. Individuals may refer themselves to the Service by completing a referral form, available from the Admissions office or by emailing [ALS@havering-college.ac.uk](mailto:ALS@havering-college.ac.uk). Current students may also request that their personal tutor submits an electronic referral through the student intranet, 'Moodle'. Failure to take part in activities provided, or arranged by, the Learning Support Service will lead to access to the service being withdrawn. Please see the [Additional Learning Support Policy](#) for further details.
- 5.5 The Learning Support Service may refer applicants and students for a dyslexia assessment where required, but applicants/students are required to arrange and pay for the assessments. Enrolled students who feel that they may struggle to meet the cost of the assessment are encouraged to approach the Student Services team for support.

## 6. Payment of Fees

- 6.1 As a prospective student, you should be aware that you are responsible for ensuring that payment is available for your tuition and registration fees, any additional costs related to your course, and living costs throughout your programme of study. The Student Services team are available to provide information, advice and guidance to those seeking help with assessing their eligibility for financial assistance and making student finance applications. The Student Services team can be contacted at [ss4he@havering-college.ac.uk](mailto:ss4he@havering-college.ac.uk).
- 6.2 All students enrolling at the College, are assessed by the Admissions team for eligibility for 'Home' fee status. Eligibility is determined by *The Student Fees (Qualifying Courses and Persons) (England) Regulations 2007*. You can seek independent advice regarding your fee status from the UK Council for International Student Affairs at [www.ukcisa.org.uk](http://www.ukcisa.org.uk). Students who do not qualify for Home fee status will be charged the 'Overseas' tuition fee rate.
- 6.3 If you wish to contest your fee assessment, please do so in writing prior to enrolling on your chosen course. Please do not complete your enrolment unless you are satisfied with your fee assessment.

#### 6.4 UK/EU rate students

Annual course fees are payable at enrolment, which takes place at the start of the academic session. If you have 'Home' fee status, in addition to payment in full at enrolment, you have three payment options available to you.

- i. Payment by Student Loan – You are required to bring your 'University or College Payment Advice' letter to your enrolment and hand it to the enrolment administrator. You must ensure that the loan you applied for covers the full cost of the annual tuition fee. The College registration fee and all other course costs stated in your offer letter must be paid when you enrol. Students applying for student loans to pay their course fees who do not have evidence of this being agreed by the time they enrol, will sign an agreement at enrolment, agreeing they will be personally liable for the full cost of the course and will be invoiced for the fees or withdrawn from the course should they fail to provide evidence of a loan being granted by the end of October for September start courses or the end of February for January start courses.
- ii. Sponsorship by an employer – You must bring a letter from your employer, which confirms sponsorship, to your enrolment. Alternatively, you will be provided with an Employer Sponsorship form which must be completed and returned to the Admissions office, within 21 days of enrolment. Failure to return the Employer Sponsorship form will result in you being invoiced for immediate payment.
- iii. Payment options available will be advised at enrolment. Home students may be offered the opportunity to pay their fees by instalments if, in total, these are greater than £300. This is a yearly agreement made at enrolment and does not apply to the duration of the course, should this be over a number of years. Where there is evidence a student has defaulted on an instalment agreement or there has been an issue with the student's fee payments, an alert will appear on their student records to advise that this option is not available to them in future.

#### 6.5 Overseas rate students not requiring a Tier 4 visa

Annual course fees are payable at enrolment, which takes place at the start of the academic session. In addition to payment in full at enrolment, you may also have the option of spreading the total annual fees over a period of months. A 50% deposit would be required at enrolment and full payment would be due by December of the relevant academic year. Please note that this arrangement would incur an instalment fee and is subject to agreement by the Finance Team Manager.

#### 6.6 Change of fee status

It is your responsibility to notify the College of any material change in your circumstances that may affect your fee status or eligibility for financial support.

- 6.7 The College can take no responsibility for the funding decisions of any third party funders that may affect your ability to access funds for the payment of fees, bursaries or similar, including where such decisions have been made after you have enrolled on a programme of study.

### 6.8 Non-payment of fees

Continued attendance on a course of study is dependent upon payment of fees. Non-payment of fees or failure to agree acceptable terms of payment will result in:

- (i) examination certificates not being released; and/or
- (ii) physical access to the course being denied; and/or
- (iii) access to work placements (forming part of the course programme) being prevented; and/or
- (iv) requests for certificates of attendance and references being refused; and/or
- (v) access to Graduation Ceremonies being denied.

Unpaid fees will be referred to a debt collection agency for recovery. Students or their sponsor will be responsible for any additional costs incurred by the College.

## 7 Early Withdrawal/Leaving the Programme

- 7.1 If you wish to leave your course prior to completion of the full programme of study, you should speak to your personal tutor or Programme Manager in the first instance. You should also seek advice regarding any possible financial implications of withdrawal.
- 7.2 If you choose to terminate your studies prematurely, you may be awarded an intermediate award - such as a Certificate or Diploma of Higher Education - where this is approved and where you qualify for it. A transcript detailing all credits achieved will be provided.
- 7.3 If you choose to terminate your studies prematurely, without accruing sufficient credits to achieve an intermediate award at any level, you will be provided with a transcript detailing all credits achieved.
- 7.4 Your right to resume your studies at a later date is dictated by the academic regulations of your programme.
- 7.5 In accordance with the Learner Agreement signed at enrolment, should you choose to withdraw from your programme, you will remain liable for any outstanding fees incurred in the current academic year.

## 8 Compulsory Termination of Contract

- 8.1 There may be instances where it is necessary to ask, or insist, that a student leaves their programme of study, therefore terminating the student's contract with Havering College. Such circumstances may include, but are not limited to, the following:
  - (i) Academic failure, where the option of repeating the failed module(s) has been exhausted.
  - (ii) Academic failure resulting from academic offences.

- (iii) Actual, or risk, of failure due to ill health. This can include prevention of further detriment to the student's health.
  - (iv) Exclusion from the programme due to unprofessional conduct on placement or in College.
  - (v) Exclusion from the programme due to failure to meet professional standards and expectations as set by Professional, Statutory and Regulatory Bodies (PSRBs) or Professional Advisory Bodies (PABs).
  - (vi) Exclusion from the College due to failure to pay fees.
  - (vii) Exclusion from the College due to a breach of the Student Code of Conduct.
- 8.2 If you feel that you have been withdrawn from your programme unfairly, you may have the right to appeal under the [Academic Appeals Procedure](#), which can be accessed both on the student intranet and at <http://www.haveringcollege.ac.uk/higher-education/documents>.
- 8.3 If you are required to leave the programme you may be awarded an intermediate award, such as a Certificate or Diploma of Higher Education, where this is approved and where you qualify for it. A transcript detailing all credits achieved will be provided.
- 8.4 If you fail at interim points in the programme, without accruing sufficient credits to achieve an intermediate award at any level, you will be provided with a transcript detailing all credits achieved.

## 9 Use of Your Personal Data

- 9.1 You will be issued with a Data Protection Statement upon enrolling on to your chosen course. This statement will provide information about the use of your personal data and how it is shared. Please note that the College is required to share information with the following:
- (i) Funding and statistical agencies, such as the ESFA, OfS, HESA and the Student Loans Company.
  - (ii) Awarding bodies, i.e. OU, UEL and Pearson.
  - (iii) UCAS
  - (iv) Havering Borough Police (where a criminal conviction is declared)
- 9.2 Your personal information will be shared with the Open University (OU) in Milton Keynes, if you are enrolling on an OU programme of study. This is a requirement of the OU as the body that validates your programme.
- 9.3 In the final year of your programme you will be asked to take part in the **National Student Survey**. This is a government-sponsored survey that seeks the views and opinions of students on various aspects of their programme of study. You will be contacted directly by the survey company, Ipsos-Mori, and asked for your views by telephone or email.
- 9.4 Fifteen months after you complete your programme of study you will be contacted by a survey company to ask what you have been doing since you left

College. This is called the Graduates Outcomes Survey. The government and other bodies are interested in the impact that studying at a Higher Education level has on former students' lives e.g. their employment prospects, promotion at work, the salary they earn with an HE qualification.

- 9.5 The results of the surveys described in 9.3 and 9.4 above will be reported anonymously, you and your responses will remain confidential. The College hopes that you will participate fully in these two surveys. Your views are important to us. The feedback you provide will help the College to improve the quality of its HE courses and support services.
- 9.6 Havering College of Further and Higher Education co-operates fully with UK government requirements for the monitoring and control of non-UK citizens who enter the UK for the purpose of study. Such co-operation includes the disclosure of information within the law about individual students concerning their status, mode of study, attendance and contact details.
- 9.7 The College complies fully with the Data Protection Act 1998 and is currently reviewing all College material to meet the new GDPR legislation from May 2018.

### 10 Variation of Terms and Conditions

- 10.1 Havering College of Further and Higher Education will take all reasonable steps to provide the programme and services as described in our prospectus and on our website. However, in some circumstances the College may be unable to deliver the programmes or facilities as described.
- 10.2 **Course closures**  
Occasionally it may be necessary to close a course, for example due to low numbers that may then impact the student experience. The College does not take this decision lightly and will at all times put the interests of the student at the heart of its decision-making.
- 10.3 A course may be closed if a re/validation with an awarding body is not successful. If this is the case, applicants will be informed at the earliest opportunity.
- 10.4 The College appreciates that course closures are very distressing for learners and their families. The College will endeavour to offer an alternative course or find a suitable programme with an alternative provider. If this is not possible, or you do not wish to accept the alternative course, you are entitled to withdraw your application. In the event of such a withdrawal, the College will issue refunds for any fees paid in accordance with the *Refund and Compensation Policy*.

**11 Changes to the programme of study**

Programmes delivered in partnership with the Open University have to be revalidated by the OU every three to five years. This provides the College with an opportunity to update the modules and ensure that the programme still meets the needs of students and the labour market. This can result in changes to the title of the award, the structure of the available modules e.g. whether modules are mandatory or optional, and the content of the available modules.

- 11.1 The availability of programme pathways may also be determined by demand from the student body. Where a programme offers two or more distinct pathways, it may only be possible to offer all pathways if there is sufficient demand.
- 11.2 If a programme of study is altered after the offer has been accepted, but prior to your enrolment on the programme, you will be given the option of withdrawing your acceptance and terminating the student contract. Notification of changes will be provided in writing via a letter sent by the Admissions office.
- 11.3 **Tuition and other fees**  
All fees are set and due annually, payment plans are also agreed yearly. Fee details are sent to applicants in both their offer and their enrolment letters. Current students receive notification of fees annually in their enrolment letter.
- 11.4 Tuition fees are set in accordance with the regulations stipulated by the Office for Students (OfS). Your tuition fee will remain the same for all years of study provided you do not change mode of study, transfer to an alternative course or suspend your studies for a period of time that would affect your entitlement to be regarded as a continuing student.
- 11.5 In addition to tuition fees, the College will also charge an annual registration fee, materials fees, trip fees, studio fees and any other fee necessary for successful completion of the programme learning aims. These fees will be published in advance on the College website, so that all applicants are aware of these costs before they choose a course and an institution.
- 11.6 Further details regarding tuition and course fees can be found in the College's *Tuition and Other Fees Policy*.

**12 Your Rights**

- 12.1 You have rights as a consumer. Your right to cancel your contract with Havering College is explained in section 4, above. The conditions of being able to withdraw from your programme early, or suspend your studies, are outlined in section 8.
- 12.2 If you wish to appeal an admissions decision, or make a complaint about an admissions process or pre-application information, please consult the [Admissions Appeals and Complaints Policy and Procedure](#).

- 12.3 If you are not satisfied with your experience as a student of Havering College, and you have exhausted the College's complaints procedure, you have the right to take your grievance to the Office of the Independent Adjudicator (OIA). Further information can be found at <http://www.oiahe.org.uk/>. Please be aware that complaints from prospective students do not fall under the remit of the OIA.
- 12.4 Independent advice regarding your rights as a consumer can be obtained from the Competition & Markets Authority (CMA) at <https://www.gov.uk/government/organisations/competition-and-markets-authority>.