



## The Cornwall College Group

### Higher Education Terms and Conditions

2019-2020

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## 1. Introduction

1.1 Thank you for choosing to apply for a place on one of our Higher Education courses. It is our policy to ensure that all applicants are aware of the Terms and Conditions of accepting a place on one of our courses.

1.2 You will enter into a contract with the Cornwall College Further Education Corporation, trading as The Cornwall College Group (TCCG), at the point at which you accept an offer of a place. Your formal acceptance of the offer of a place forms a contract between you and TCCG, and is subject to your acceptance of the terms and conditions set out below. TCCG will provide confirmation of the contract using a durable medium, i.e. by email or a letter personally addressed to the student concerned, within a reasonable time after the contract has been entered into, and this will include all pre-contract information unless such information has already been provided to the student in a durable medium.

1.3 The Terms and Conditions apply to all TCCG's higher education students irrespective of the mode and place of their study. In the event of any inconsistency, the terms and conditions take precedence over any other advice or information offered by a member of TCCG's staff or its publications. The terms and conditions may be varied by TCCG from time to time both before and after enrolment at TCCG. Such changes will normally be made in response to legal requirements, national guidance or policy, the reflection of market conditions in respect of programmes, the ongoing development of programmes and the improvement of TCCG services.

## 2. Terms and Conditions

2.1 As a condition of enrolment, you will be expected to comply with TCCG's regulations and disciplinary procedures and the regulations of TCCG's validating bodies as they apply to you as a student of TCCG and to your particular programme of study. In particular, we expect you to attend all timetabled sessions, and to inform the relevant member of TCCG staff if any circumstances make this impossible.

Significant areas of regulation and disciplinary procedures apply to the following areas:

- Programme of study
- Assessment and progression
- Academic conduct
- Student discipline
- Financial commitments to TCCG
- Data protection

- The use of library and IT facilities
- Health and safety
- Accommodation
- Fitness to Study

Information on these issues as they relate to incoming students will be provided in preparation for enrolment.

2.2 Specific information regarding the regulations, policies and procedures of the validating and awarding bodies are available on the relevant Institutional webpages.

## 3. Your studies

3.1 Admission does not automatically guarantee success when enrolling on a programme or course of study, but it is a first step to successful completion and graduation. You are required to enrol, and re-enrol each year, as a condition of your contract with TCCG. The process of reading for an award is a partnership between the student and the Group, and this will include study above and beyond the contact hours defined on the timetable. For detail of contact/study hours please refer to the (UNISTATS) on the relevant programme website page. Completion means that you have submitted all the required elements of the programme or course of study that you have chosen to study.

3.2 Ownership of intellectual Property (IP) (see also the Intellectual Property Policy)

3.21 Where students generate IP in the course of their academic studies and/or research they may own that IP in their own right.

3.22 There can be a number of exceptions to this, for example:

- The student has specifically agreed otherwise in writing with The Cornwall College Group;
- The student has a sponsored studentship under which the sponsor has a claim on the IP arising as part of the terms of the sponsorship;
- The student participates in a research programme where any arising IP is to be owned by the sponsor of the research;
- The student generates IP using TCCG facilities and/or resources and it has been agreed by TCCG that those facilities and resources can be used but on condition that TCCG owns the IP arising;

- The student generates IP which arises because it is created jointly with an employed member of TCCG staff working in the course of his or her employment.

3.23 This list above is illustrative and specific circumstances will need to be examined on a case-by-case basis.

N.B. For the avoidance of doubt any IP created by the student purely in a personal capacity (“Student IP”) and without use of TCCG facilities and/or resources, will be owned by the student.

3.3 Modifications to programmes (See the HE Programme change and closure policy)

3.31 TCCG makes all reasonable efforts to deliver the programmes of study described in all publications, however, TCCG may in some circumstances be required to:

- Make reasonable variations to the content and/or syllabus of programmes of study;
- Alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
- Make reasonable changes to its statutes, ordinances, regulations, policies and procedures; and/or combine programmes of study;
- Suspend, discontinue or not provide programmes of study.

3.32 TCCG may be required to take the actions outlined above in the following circumstances and/or for the following reasons:

- If TCCG reasonably considers this to be necessary in order to appropriately manage its resources and/or pursue its policy of continuous improvement in the best interests of students;
- Because a key member of staff is unwell or leaves TCCG and/or because too few students apply to join a programme for it to be viable;
- Due to developments in theories or practices in academic, professional and/or research areas, which will be in the interests of students;
- To comply with changes in law or comply with the instructions of the awarding university or organisation, or a professional body;
- In order to implement enhancements recommended by TCCG’s External Examiners or identified through quality assurance processes, for example Annual Programme Review;

- To respond to any changes in external funding arrangements; and/or to ensure compliance with best practice in the sector in the interests of students.

3.33 If the TCCG invokes its right to make changes in accordance with the above, it shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.

3.34 In the unlikely event that TCCG or the awarding university or organisation discontinues or does not provide a programme of study or significantly changes the content or syllabus of a programme, method of delivery or method of assessment of a programme or the location at which a programme is taught, (in each case either before or after a programme begins):

- TCCG will consider and implement any mitigation measures it concludes are reasonable and proportionate in the relevant circumstances, to minimise any disruption to students’ studies;
- TCCG will tell the relevant individuals at the earliest possible opportunity;
- TCCG will seek to offer the individual a suitable replacement programme at TCCG for which the individual is qualified (and subject to the individual student meeting relevant conditions for the programme);
- If the individual does not wish to accept TCCG’s offer of a replacement programme or TCCG is unable to offer a replacement programme, an individual will be entitled to withdraw: (i) his or her application; or (ii) from the programme (as appropriate) by notifying TCCG in writing;
- In the event that the individual student withdraws in these circumstances, TCCG will make an appropriate refund of tuition fees and deposits paid.

3.35 We undertake to:

- Specify a date when your programme or course of study begins;
- Inform you if for any reason your programme or chosen start date is not available;
- Inform you if there are changes to the programme or course of study to which you are enrolled;
- Inform you of dates and deadlines needed to complete and graduate in a timely fashion.

3.36 We require you to:

- Be ready to start on the date we have agreed;
- Inform us in writing if you wish to stop studying with TCCG prior to completing the programme or course of study you have enrolled on;

- Confirm to us, at the appropriate time, whether you intend to participate in a graduation or awards ceremony;
- Attend all timetabled sessions, and inform the relevant member of TCCG staff if any circumstances make this impossible.

**3.37** TCCG considers all applications for entry to its programmes according to the guidance provided in the prospectus and on the merits of the applicant. The criteria for selection may vary from time to time, but will always be applied fairly to all applicants in any cohort.

**3.38** TCCG reserves the right to refuse admission to a programme of study if false, incomplete or misleading information is provided as part of the admissions process or if your circumstances change in such a manner prior to your enrolment that, in the Principal's view, it is inappropriate to admit you to your programme of study. In the case of such programmes of study which have special entry requirements relating to health or criminal conviction, failure to comply with requests for information or to meet with specifications may lead to the termination of your programme of study at TCCG.

**3.39** An offer for deferred entry to TCCG will be subject to the terms and conditions in force at the time of the deferred entry. An offer for deferred entry will not guarantee that the programme will run in the academic year requested. An offer of admission to a specific programme of study at TCCG does not imply any right to transfer to another programme of study within the institution. Transfer between programmes will be subject to academic suitability and the availability of places.

**3.40** TCCG provides access to some residential accommodation owned and/or managed by TCCG. Allocation of TCCG residential accommodation is according to agreed criteria with priority normally being given to students with disabilities, first-year students and international students. The offer and acceptance of a place at TCCG does not, however, imply a guarantee of residential accommodation.

#### **4. Tuition charges and Fees**

**4.1** You will incur a contractual obligation to pay the fees charged by TCCG for the delivery of its programme, by the due date, when you accept the offer of a place. The fees charged by TCCG will include tuition fees and may, in addition and as appropriate, include residential fees and examination fees. You may, in addition, be charged additional costs specified for your programme of study.

You are responsible for making payment by the due date of the tuition fees for your programme and any other charges incurred by TCCG. If a third part is paying such amounts on your behalf, you must ensure that payment is duly made.

**4.2** If you do not pay any tuition fees due to TCCG by the due date, you may be referred to a debt collection agent, risk having your award withheld and graduation deferred pending payment of all arrears, and not being permitted to re-enrol on a course or programme at TCCG. If, in TCCG's reasonable opinion, you dispute an invoice for tuition fees in good faith and have informed TCCG of that dispute promptly after receiving the invoice, TCCG will refrain from exercising its rights for the duration of that dispute, and will permit you to continue with your programme until the dispute has been resolved.

**4.3** You are required to abide by the TCCG Determination of Higher Education Programme Fees policy. Students will only receive an award of degree, certificate or diploma upon full payment of all Tuition and Fees. The programme or course of study fees we indicate when you enrol are always based upon successful first time completion of each element. If for any reason you need to retake an element, a year or a module, without valid extenuating circumstances, doing so may lead to an increase in the total costs of your programme or course of study.

**4.4** We undertake to:

- Honour the original fee payable at the commencement of study throughout the programme of study. For a Level 6 top-up, this will only be the case if there is no gap in study prior to progression onto the Level 6 programme and no change in the study mode i.e. full or part-time;
- Be clear regarding any additional charges applicable on a programme, above the tuition fee;
- Be clear about what currencies, frequencies of payment and methods of payment are available to you.

**4.5** We require you to:

- Pay all fees owed for the study in a timely fashion. Non-payment will prevent you from progressing with your studies or receiving an award of degree, certificate or diploma or academic credit for your studies .
- Inform us if you have difficulties making payments so that we can discuss ways to possibly help you finish paying for one programme or course of study before embarking on a new enrolment with TCCG;
- Not to deduct from the payment made to TCCG any banking or transaction charges incurred while making payment.

4.6 TCCG is registered under the Data Protection Act to hold personal information about its students, applicants for its programmes or persons enquiring about its programmes and services. Such data will be held and processed strictly for the purposes stated in line with the requirements of the Act. As a condition of enrolment, you will be required to provide such data as are required for course administration and for the purposes of statutory returns to funding bodies or equivalent organisations. You will also be required to contribute to the maintenance of the accuracy of data held about you.

4.7 TCCG cannot accept responsibility and expressly excludes liability to the full extent permissible by law, for:

- Damage to or theft of personal property on TCCG premises;
- Damage to or theft of vehicles and bicycles parked on TCCG property;
- Damage to or theft of computer equipment (including infection with a computer virus); • Injury arising from voluntary sporting activity.

4.8 Neither party shall be liable to each other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. For the purposes of this contract, causes beyond reasonable control will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including the labour disputes of a third party) and act of God.

4.9 Where TCCG delivers a programme of study in conjunction with a partner organisation, information on the delivery of admissions, learning and teaching, learning resources, student support and disciplinary procedures will be as specified in the partnership agreement between TCCG and its partners.

4.91 TCCG shall use its reasonable endeavours to ensure that any student's credit card information, which is inserted by a student or a member of the Group's staff on the TCCG website, is encrypted using appropriate software and is as secure as reasonably possible. The Group accepts no liability for any direct, indirect or special loss suffered by an individual student as a consequence of inserting such information on the Group's website, save for where the Group considers such losses are directly attributable to TCCG.

## 5. Conduct and Behaviour

5.1 In order for all students to enjoy a successful and satisfactory learning experience TCCG has established rules of conduct and behaviour to which students must

adhere. These are described in the HE Student Charter (<https://www.cornwall.ac.uk/documents/policies/higher-education-terms-and-conditions-he-prescribed-programmes-2018.pdf>).

5.2 TCCG reserves the right to suspend the provision of services provided to a student in the event that the student materially breaches the Agreement; provided that the student has been given 14 days to rectify any breach and also has been given a reasonable opportunity to offer TCCG an explanation of what happened. This may lead to a formal expulsion from TCCG, within Regulations of the Group. No refund of the Tuition will be possible on suspension or expulsion.

5.3 We undertake to:

- Help you understand how the TCCG rules impact you,
- Treat all students the same, fairly and without preference;
- Suspend service for any student whose conduct is unacceptable.

5.4 We require you to:

- Behave with personal integrity, to take responsibility for the nature of the academic work you submit and for your own behaviour;
- Not misuse or abuse any services or technology applications made available to you by TCCG;
- Not share any password received from TCCG or the awarding university with others, and not to allow others to use the service or technology applications gained through your enrolment.

## 6. Cancellation rights

6.1 You can withdraw from your programme of study at any point.

6.2 You have a statutory right to cancel your contract with TCCG under the Consumer Contracts Regulations 2013. If you wish to exercise this right to cancel, you must notify TCCG of your cancellation request by the end of 14 calendar days starting from the day after you accept TCCG's offer letter.

6.3 In addition to your statutory rights, TCCG offers its own withdrawal and refund policy. If you wish to withdraw from or interrupt your programme of study and you are a fulltime or part-time undergraduate student, your right to a refund of fees will be as set out in TCCG Fees Policy.

## 7. TCCG's liability to you

7.1 If TCCG fails to comply with these Terms and Conditions, TCCG is responsible for loss or damage you suffer that is a foreseeable result of TCCG's breach of the Terms or TCCG's negligence, but TCCG is not responsible

for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of TCCG's breach or if it was contemplated by you and TCCG at the time we entered into the contract.

Intellectual Property Policy  
Student Protection Plan  
Access & Participation Plan

**7.2** TCCG does not exclude or limit in any way its liability for:

- Death or personal injury caused by TCCG's negligence or the negligence of TCCG's employees, agents or sub-contractors;
- Fraud or fraudulent misrepresentation; or
- Any other act or omission, liability for which may not be limited under law.

## **8. If things go wrong**

**8.1** TCCG aims to provide high quality services to students. Unfortunately things occasionally go wrong. Whatever your complaint you can expect it to be dealt with promptly and fairly, and in line with TCCG's published HE Complaints Procedure (<https://www.cornwall.ac.uk/governance/complaints-procedure/>).

You will not be disadvantaged or treated less favourably by making a complaint or appeal on an academic or other matter.

## **9. How to contact TCCG**

**9.1** The Cornwall College Group is the preferred name of the Cornwall College Further Education Corporation which is a further education college under section 121 of the Education Reform Act 1988.

**9.2** If you wish to contact TCCG in writing, or if any clause in these Terms and Conditions requires you to give TCCG notice in writing, you can send this to The Cornwall College Group, Tregonnissey Road, St Austell, Cornwall, PL25 4DJ, or by email [email address].

## **10. Jurisdiction**

**10.1** These terms are governed by English law. By using the TCCG website or entering into a contract with TCCG you consent to the non-exclusive jurisdiction of the English courts in any dispute that may arise.

## **11. Associated policies and documentation**

HE Admissions Policy  
HE Academic Regulations  
HE Course Closure Refund and Compensation Procedure  
HE Student Charter  
Determination of Higher Education Programme Fees  
HE Outstanding Fees and Deregistration Procedure  
Complaints Policy