

Bury College

Terms and Conditions for the Provision of Higher Education Courses for Consumers



Scope

This document sets out the terms and conditions for higher education courses delivered at Bury College University Centre which are validated by one of the following awarding bodies:

- The University of Bolton
- The University of Cumbria
- Pearson
- University of Huddersfield
- University of Salford

Accepting a place on a higher education course has a cost implication and creates a financial commitment in terms of tuition fees and any other loans an applicant may access. Applicants must therefore understand:

- Bury College's Higher Education Admissions policy (<https://burycollege.ac.uk/university-centre/about-us/legal>)
 - The implications of accepting a place on a higher education course at Bury College
 - Bury College's Fees Policy (<https://burycollege.ac.uk/university-centre/about-us/legal>)
- Bury College and awarding body's policies and academic regulations

1. Bury College Higher Education Admissions Policy

- 1.1** The Higher Education Admissions Policy covers applications to all HE courses at Bury College including HNC, HND, Foundation Degrees, Undergraduate Degrees and Professional Graduate courses.
- 1.2** The admissions process will ensure all applicants receive the appropriate advice, guidance and information that they need to apply for and enrol on the appropriate programme.
- 1.3** All prospective students will have access to impartial pre-entry advice, guidance and information about programmes, including fees and funding so that informed decisions can be made.
- 1.4** Bury College is unable to accept applications from students who are classed as International students due to funding regulations.
- 1.5** All applications for full-time programmes should be made through UCAS (with the exception of full-time teacher training programmes – see 1.7. Applications which are received after the UCAS deadline date will be considered if places are still available.
- 1.6** Bury College will process all applications in a timely manner and will adhere to all UCAS guidelines and relevant deadline dates.
- 1.7** Applications for part-time study and Professional Graduate programmes should be submitted directly to Bury College.
- 1.8** The College's admission policies and procedures are designed to ensure that all applications are considered fairly and consistently and in accordance with professional standards (UK Quality Code for Higher Education).
- 1.9** Bury College's Higher Education Admissions policy can be accessed here:
<https://burycollege.ac.uk/university-centre/about-us/legal>

2. Confirmation of a place on a higher education course

- 2.1** A conditional or unconditional offer is made through UCAS. Conditions of offers are clearly stated on UCAS with deadlines for applicants to meet the conditions of their offer. Conditions must be met before enrolment.
- 2.2** The contract, and any applicable 'cooling off period', between applicants who have applied via UCAS and Bury College will commence upon receipt of their acceptance. The applicant's place will be confirmed automatically. Acceptance of an offer must be confirmed on UCAS Track. Please note, under the Consumer Contracts Regulations 2013, applicants have the right to cancel up to 14 days after acceptance without tuition fees being applicable. For withdrawal and cancellation fee charges after that period, please refer to the Bury College Fees Policy at: <https://burycollege.ac.uk/university-centre/about-us/legal>
- 2.3** Insurance acceptances are binding. If the applicant does not meet the conditions of their firm acceptance but does meet the requirements of their insurance place their place will be confirmed automatically. If an applicant is placed at another institution but wishes to take up their insurance place instead they are responsible for liaising with both institutions to ensure they can be placed.
- 2.4** Applicants who are made an offer through clearing will have their place confirmed upon receipt of their acceptance on UCAS Track.
- 2.5** Bury College will hold a place for applicants who are eligible to pursue alternative places through Adjustment in line with guidance set out by UCAS. It is the applicant's responsibility to ensure they are aware of Adjustment arrangements and key deadlines.
- 2.6** Bury College will accept requests from offer holders to defer a place for one academic year. The request should be made to Bury College in writing. Please note that changes may be made to the course for subsequent years of entry. Course information and details of any significant change will be detailed on the course description.
- 2.7** If an applicant accepts an offer from Bury College but no longer wishes to take the place they must contact the College in writing and request to be withdrawn. If the applicant has applied through UCAS, Bury College will change the acceptance accordingly.
- 2.8** Bury College reserves the right to reject applicants who do not meet the relevant entry criteria and the Programme Leader is not satisfied the applicant will be academically able to complete the course. (If a different course which is more suited to the applicant can be offered this will be discussed with the applicant).
- 2.9** Bury College reserves the right to reject applications if a criminal conviction means the applicant will be unable to complete the compulsory elements of the course. (If a different course which is more suited to the applicant can be offered this will be discussed with the applicant).
- 2.10** Rejected applicants receive feedback through UCAS (full-time applicants) or directly from Bury College (part-time and teacher training applicants).
- 2.11** Where an application has been rejected the applicant may appeal in writing following the Bury College Compliments and Complaints Policy and Procedures.

- 2.12** Bury College reserves the right to cancel or withdraw any offer made on the basis of an application that has been found to contain fraudulent, false or misleading information or which is supported by fraudulent documents including references and qualification certificates.
- 2.13** Any student who has been admitted on the basis of a fraudulent, false or misleading application may have their enrolment cancelled.
- 2.14** The College will require proof of an applicant's qualifications relevant to the offer before enrolment.
- 2.15** Admission records for unsuccessful on non-enrolled applicants will be held in accordance with the GDPR - Data Retention Policy.
- 2.16** Admissions records for successful applicants become part of current student records. Records will be held in accordance with the GDPR - Data Retention Policy.

3.0 Entry Requirements

- 3.1 All course requirements are based on the UCAS tariff points system and are detailed on the Bury College website, on the UCAS search facility and in the HE prospectus. Additional entry requirements, for example the requirement to attend an audition or interview are clearly detailed
- 3.2 Bury College courses which require a DBS check state this clearly in the course information.
- 3.3 All applicants will be asked to self-declare criminal convictions. All information disclosed is confidential and will be held in accordance with the GDPR - Data Retention Policy.
- 3.4 It is the responsibility of the applicant to explore whether a spent or unspent criminal conviction will affect their future study or career progression.

4.0 Discontinuation or suspension of courses

- 4.1 Please refer to the Bury College Student Protection Plan:
<https://burycollege.ac.uk/university-centre/about-us/legal>

5.0 Changes to HE Courses

- 5.1 Higher education course content, assessment and teaching and learning methods are reviewed through both the College's internal quality assurance processes and the awarding body's internal subject review and validation process. Applicants will be informed of significant changes to a higher education qualification in writing prior to enrolment. Significant change is categorised as:
 - 5.1.1 A change to the course title
 - 5.1.2 A change to the awarding body
 - 5.1.3 A change which alters professional recognition or the accumulation of exemptions from professional examinations
 - 5.1.4 A change of mode of study, duration, guided learning hours
 - 5.1.5 The removal or replacement of course modules
 - 5.1.6 A change which results in teaching and learning methods or assessment methods altering by 15% or more of the published data

6.0 Bury College and Awarding body's Policies and Academic Regulations

- 6.1 At enrolment, the applicant will accept and agree to be bound by and comply with:
 - 6.1.1 All Bury College published policies
 - 6.1.2 All rules concerning academic regulations published by Bury College
 - 6.1.3 All rules concerning academic regulations published by the awarding body
 - 6.1.4 All learning contracts, where applicable.

7.0 Bury College's Fees Policy

7.1 Higher Education courses which are categorised as indirectly funded will have a fee set in agreement with the validating Higher Education Institute which will also take responsibility for collecting the fee from either the Student Loans Company (SLC) for students financing their course through a tuition loan or from the student if they are self-funding.

7.2 Higher Education courses which are categorised as directly funded will have a fee set by Bury College who will also take responsibility for collecting the fee from either the SLC for students financing their course through a tuition loan or from the student if they are self-funding.

7.3 The majority of students will be able to access Tuition Fee loans via the SLC. The SLC letter must be provided at enrolment. If the SLC letter is not available the student must provide this as soon as possible. It is the responsibility of the student to complete their Student Finance application. However, help will be provided if necessary by the Student Information team.

7.4 Self-funding students can opt for the following payment plan:

| | | |
|-------------|----------|------------------------|
| 3 payments: | October | (25% of the total fee) |
| | February | (25% of the total fee) |
| | May | (50% of the total fee) |

8.0 Refunds

8.1 Under the Consumer Contracts Regulations 2013, applicants have the right to cancel up to 14 days after acceptance without tuition fees being applicable. For withdrawal and cancellation fee charges after that period, as well as details regarding refunds and compensation, please refer to the Bury College Fees Policy and Student Protection Plan at: <https://burycollege.ac.uk/university-centre/about-us/legal>

8.2 Bury College University Centre is committed to preserving the continuation of study for students and minimising significant disruption and/or disadvantage through implementing the measures set out in this Student Protection Plan. Should measures within the Plan require implementation, Bury College University Centre will make every effort to manage the process in ways which are transparent, reasonable and proportionate.

8.3 Should a student wish to discuss a refund or compensation, Bury College University Centre's approach is to consider making refunds and paying compensation as determined to be appropriate for each individual situation. To discuss and/ or make a claim for refunds or compensation, students should refer to the compliments and complaints procedure which is also available at: <https://burycollege.ac.uk/university-centre/about-us/legal>

9.0 Withdrawals

9.1 Students who leave in year will be expected to pay the following tuition fees either self funded or via the Student Loans Company (SLC):

| Withdrawal Date | Fee Liability |
|-----------------------------------|----------------------|
| Less than 2 weeks after enrolment | Nil |
| Before the end of the first term | 25% |
| Before the end of the second term | 50% |
| After the start of the last term | 100% |

9.2 Any student who has not paid their tuition fee in full at the end of the academic year may:

- i) Not have assessed work marked
- ii) Not be permitted to progress to the next year of study or enrol on another course at the College until the outstanding amount has been settled
- iii) Not be allowed to attend the graduation ceremony

10.0 Hardship Loans

10.1 The above may also apply to any student who has not repaid any other monies owed to the college.

11.0 Course Transfer

11.1 A course transfer, in which a student transfers to another course or mode of study, is not available on all courses and there is no automatic right to transfer

11.2 In instances where it is possible to transfer, tuition fee liability will be re calculated.

12.0 Withdrawal from a course

12.1 A student may request to withdraw from a course. This should be done in writing

12.2 Bury College may withdraw a student if they fail to attend/communicate with Bury College regarding the absence for a period of one month or more and do not submit any formative assessments by the agreed deadlines (see Bury College HE Attendance Policy).

12.3 A student may be withdrawn from a course in line with Bury College's Student Behaviour, Pastoral Policy and Procedures (incorporating Bullying and Harassment Policy).

13.0 Suspension of Studies

13.1 A student may suspend their studies for personal, medical or financial reasons

13.2 A student must abide by the relevant awarding bodies policy for suspending studies

14.0 Cancellation after Enrolment

14.1 A student's enrolment may be cancelled once they have enrolled if:

14.1.1 They do not attend classes for the first two weeks of study

14.1.2 They do not attend classes or communicate with Bury College regarding the absence for a period of one month or more

14.1.3 They do not engage in assessment or do not make expected academic progress

14.1.4 They are required to engage in a placement or work based learning as part of their course and do not make expected progress.

14.1.5 They have contravened Bury College's Bury College's Student Behaviour, Pastoral Policy and Procedures (incorporating Bullying and Harassment Policy).

14.1.6 The student, their sponsor or the SLC fail to pay the tuition fees in line with Bury College's fees policy

14.1.7 The student has given fraudulent, false or misleading information at the application or enrolment stage, including references and qualification certificates