



# **Higher Education**

**Terms and Conditions upon acceptance of an Offer**

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**Definitions:**

"we/us/our/College"	means North Kent College
"you/your/student"	means a prospective or registered higher education student at North Kent College
"Programme"	means your prospective or registered programme of study with us.
"Contract"	means the agreement between you and us in relation to your attendance on a Programme. These terms and conditions, the Offer and the documents, regulations and policies referred to in these terms and conditions and/or the Offer set out the terms that apply to the Contract.
"Offer"	means the offer by us to you of a place on a Programme subject to the terms and conditions set out below.
"Intellectual Property"	refers to any patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All higher education students are required to read the statements listed below and complete the declaration at registration to confirm that they have read, understood and agree with the College to abide by the undertakings, terms and conditions contained in this document.

## **1. Introduction**

- 1.1. The Contract represents an agreement between you and us. By accepting the Offer, you accept the terms of the Contract (including these terms and conditions). If you have any questions or concerns about these terms and conditions, you should contact us by email at [he@northkent.ac.uk](mailto:he@northkent.ac.uk) before accepting the Offer.
- 1.2. In addition to these terms and conditions, there are other policies and procedures which apply to your attendance at the College and your Programme. Details of these can be found in appendix A. Please take the time to read these carefully as these documents, together with these terms and conditions and the individual Programme Specification (see appendix A) form the Contract between you and us.
- 1.3. Some Programmes may require you to agree to the terms and conditions of professional bodies or partner institutions. Details of these requirements will be provided to you. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.

## **2. Offers**

- 2.1. The Offer we make to you will be subject to you satisfying any particular requirements detailed in the individual programme specification found at <http://www.northkent.ac.uk/courses/higher-education/programme-contents.aspx>. Please read these pages and print a copy for your records.
- 2.2. The Offer may be conditional or unconditional. This will be set out in the Offer. If the Offer is conditional, we will set out the conditions of the Offer which you will need to fulfil in order to be admitted on to the Programme.
- 2.3. Offers will be made through UCAS for full-time applicants and by email/letter for part time applicants.

## **3. Meeting the conditions of an Offer**

- 3.1. If you have been issued with an Offer which is conditional on achievement of a qualification or other requirement, you will need to fulfil the conditions to enable you to enrol onto your chosen programme at the specified date.
- 3.2. If you have not fulfilled the conditions of the Offer by the specified date, we reserve the right to withdraw the Offer, or to defer your application to the next year of entry.

#### **4. Changes to an Offer**

- 4.1. If you wish to make any changes to an Offer after you have accepted the Offer, this will constitute a new application and the College reserves the right to refuse such new application.
- 4.2. The College reserves the right to vary the terms of an Offer due to circumstances beyond the reasonable control of the College (for example changes arising from regulatory necessity). Where the College is forced to vary the terms of an Offer pursuant to this paragraph, the College will inform all affected Offer holders as soon as possible. If the College changes your Offer and you are not satisfied with the changes, you will be offered the opportunity to decline your Offer and the College will assist you to determine whether it is possible to substitute your choice.

#### **5. Changes to the Programme**

- 5.1. The College will use all reasonable endeavours to deliver your Programme in accordance with the description applied to it in the Programme Specification (found at: <http://www.northkent.ac.uk/courses/higher-education/programme-contents.aspx>) for the academic year in which you begin your Programme.
- 5.2. The College will be entitled to make reasonable changes to your Programme (including to the content and syllabus of the Programme where developments in the subject area make that necessary, or the location of the Programme or the method of delivery of the Programme) where that will enable the College to deliver a better quality of educational experience to students enrolled on the Programme.
- 5.3. The College will aim to keep any such changes to the minimum necessary to achieve the required quality of experience and will notify and use reasonable endeavours to consult with affected students in advance about any changes that are required. If the College changes your Programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from your Programme or transfer to such other Programme (if any) as may be offered by the College for which you are qualified and for which places are available. If you choose to withdraw from your Programme, the College will provide you with reasonable support to assist you in transferring to another provider.

#### **6. Disruption to or withdrawal of the Programme**

- 6.1. The College will do all that it reasonably can to provide educational services as described on its website or in the individual Programme Specification (found at <http://www.northkent.ac.uk/courses/higher->

[education/programme-contents.aspx](#)) or other documents issued by it to enrolled students. Sometimes circumstances beyond the reasonable control of the College mean that it cannot provide such educational services. Examples of such circumstances include (without limitation):

- 6.1.1. industrial action or strikes by College staff or third parties;
  - 6.1.2. the unanticipated departure of key members of College staff;
  - 6.1.3. power failure;
  - 6.1.4. acts of terrorism;
  - 6.1.5. damage to buildings or equipment;
  - 6.1.6. the acts of any governmental or local authority;
  - 6.1.7. where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education or educational experience for students enrolled on it; and/or
  - 6.1.8. changes required by accrediting/regulatory bodies.
- 6.2. In these circumstances, the College will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another Programme, or by delivering a modified version of the same Programme or a merger with another Programme, but to the full extent that is possible under the 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. If the College is forced to make changes due to circumstances beyond its reasonable control and if you are not satisfied with the steps taken by the College pursuant to Clause 6.2 then you will be offered the opportunity to withdraw from your Programme and, if required, reasonable support to transfer to another provider.
- 6.4. If the College withdraws your Programme and you have already paid tuition fees for that Programme, you will be entitled to a full refund of these tuition fees.

## **7. Accuracy of application information**

- 7.1. It is your responsibility to ensure that all of the information you provide to us is true and accurate. If the College has reason to believe that you, or any person acting on your behalf, has provided false information, omitted relevant information, made any misrepresentation and/or provided counterfeit or forged documents relating to your place at the College,

including but not limited to those in respect of an application for a place at the College, tuition fees assessment, the College will take whatever steps it considers necessary to establish the authenticity of that information and/or documentation which you have submitted in support of your application and on-going relationship with the College.

- 7.2. If the College suspects that fraud may have taken place it is entitled to share information with appropriate outside agencies or as required or permitted by law. If the College concludes that a fraud has taken place it is entitled to cancel your application, withdraw any offer of a place and to terminate your student status and registration on your programme of study following the appropriate procedure.
- 7.3. We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at the College), without liability to you, if we discover that you are in breach of College Policy during application to enrolment period

## **8. Conditions of enrolment**

- 8.1. Your enrolment to the College and your right to study on your Programme are subject to you complying with the terms of the Contract and our policies and procedures. These documents are available for you to review (see appendix A). If you do not act in accordance with the terms of the Contract we may take disciplinary action against you, and one of the possible outcomes of such an action is that your Contract with us may be terminated.
- 8.2. When you enrol for your Programme, we will require satisfactory evidence of your ability to pay tuition fees.
- 8.3. For conditional offers that require achievement of specific qualifications or UCAS points, we require satisfactory evidence of your qualifications. At enrolment, you will be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation.
- 8.4. The College is unable to enrol overseas students. If you're an asylum seeker and the Home Office has not reached a decision on your asylum claim, you will be classed as an overseas student, and will not be eligible to enrol.
- 8.5. Students enrolling on University of Greenwich validated programmes are required to conform to the University of Greenwich's registration process, details of which can be found at <http://www2.gre.ac.uk/current-students/reg>
- 8.6. We require you to enrol prior to the start of each academic year.

## 9. Fees

- 9.1. If you accept an Offer, you agree to pay all tuition fees, thereby confirming that they are accurate in reflecting the number of credits that you will be studying, plus other additional costs and expenses, as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to pay your tuition fees or additional costs, as and when they fall due, we reserve the right to withdraw you from your Programme (without liability to you).
- 9.2. The tuition fees you are obliged to pay are detailed in your Offer. However, where the Costs of delivering your Programme materially increase or there is a change in the amount the College is legally entitled to charge you for your studies, the College reserves the right to make reasonable changes to your tuition fees to take account of this. Fees are explained in more detail in our fee policy found at [http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx). Please read these pages and print a copy for your records. If the College seeks to amend your tuition fees it will notify you as soon as possible and if you are unhappy with the revision to your tuition fees you will be entitled to withdraw from your Programme. If you choose to withdraw from your Programme, the College will provide you with reasonable support to assist you in transferring to another provider.
- 9.3. The College may pursue legal proceedings in relation to non-payment of tuition fees.
- 9.4. A refund of tuition fees may be available if you withdraw from your programme according to the conditions identified within the College's Fees Policy [http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx). Refunds are to be provided as per the College's Fee Policy [http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)
- 9.5. In addition to your tuition fees, you may incur additional expenditure on items such as (but not limited to) fieldwork, specialist materials, supplementary instrumental tuition, you will have primary responsibility for payment of additional expenditure. An indication of these costs for each Programme are found at:
- <http://www.northkent.ac.uk/courses/higher-education/programme-contents.aspx>.

Please read these pages and print a copy for your records.



- 9.6. If you are eligible for student financial support from Student Finance England or its regional equivalent, registering to the programme of study will affect your future entitlement to funding

## **10. Intellectual property**

- 10.1. Subject to the provisions of our regulations on intellectual property rights, you may be obliged to assign all intellectual property generated by you throughout the Programme to us and we shall have no liability to you (including, without limitation, any liability to make payment) in respect of such intellectual property rights. The College will seek to ensure that students, researchers and staff directly involved in the creation of Intellectual Property are properly rewarded in the event of successful commercial exploitation.
- 10.2. You understand and agree that: the ownership of all equipment, results and Intellectual Property which are produced as a result of a student's study or research with the College and which are not the subject of the College's prior agreement with a student's employer or a third party shall be and hereby are licensed to the College in perpetuity on a non-exclusive, worldwide, royalty free basis for use as the College reasonably sees fit, including the granting of sublicenses, in pursuit of its administrative, promotional, teaching and research activities.

## **11. Withdrawal / Interruption of Study**

- 11.1. If you do not maintain sufficient attendance to achieve satisfactory academic progress without notifying the College, the College reserves the right to withdraw your student registration on a programme of study and your Student ID Card, following the appropriate procedure. For more information refer to the Punctuality and Attendance Policy found at:  
  
[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)
- 11.2. The College reserves the right to withdraw your student registration on a programme of study and your Student ID Card due to academic misconduct (e.g. plagiarism), or non-academic misconduct such as bullying. For more information refer to the Student Disciplinary Policy and Procedures at:  
  
[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)
- 11.3. The College reserves the right to withdraw your student registration on a programme of study and your Student ID Card due to poor academic performance.

- 11.4. If a student is withdrawn due to the above issues, tuition fees are still chargeable as described within the Fees Policy (available at:  
[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx))
- 11.5. If a student wishes to interrupt their programme of study (deferral), they are bound by the rules regarding fees described within the Fees Policy (available at:  
[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx))
- 11.6. Where achievement of a programme is dependent on a Fitness to Study or an enhanced DBS disclosure of convictions, it is your responsibility to arrange assessment of this, and to provide appropriate evidence to the College. Failure to do so by an agreed date, may result in non-achievement of the programme.
- 11.7. In addition to the above statements regarding withdrawal and interruption of study, students on University of Greenwich validated programmes are also subject to the University of Greenwich policies and procedures regarding this, details of which can be found at:  
<http://www2.gre.ac.uk/current-students/regs>

## **12. Data Protection**

- 12.1. The College holds information about all applicants to the College and all students at the College. The College uses the information provided by applicants and/or students (including information from application forms) to administer applications and compile statistics about applicants and/or students that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA).
- 12.2. If your application is successful the College will also use the information:
- 12.2.1. to deliver your Programme and provide educational services to you;
  - 12.2.2. to administer your studies, to provide you with College facilities and services;
  - 12.2.3. to monitor your performance and attendance;
  - 12.2.4. to provide you with support;
  - 12.2.5. to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience;
  - 12.2.6. to send communications to you;

- 12.2.7. to process any payments made by you to the College;
  - 12.2.8. for credit scoring, credit assessment, debt tracing or fraud and money laundering prevention (the College may disclose this information or data about you to credit reference agencies or other credit assessment);
  - 12.2.9. for debt tracing or fraud prevention organisations;
  - 12.2.10. for legal, personnel, administrative and management purposes, including the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study, or for other uses as may be required by law for other activities that fall within the pursuit of the College's legitimate interests (including the development and maintenance of an Alumni Programme); and
  - 12.2.11. in emergency purposes.
- 12.3. In certain circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the College's rights, property, or safety of our employees, students or others. For example:
- 12.3.1. Higher Education Funding Council England (HEFCE) or Student Loan Company (SLC);
  - 12.3.2. Quality Assurance Agency (QAA); and/or
  - 12.3.3. Partner Universities
- 12.4. The College will only process your personal data in accordance with
- 12.4.1. the specific purposes notified to you above;
  - 12.4.2. the College's Data Protection Policy and Procedures located at:  
[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx); and/or
  - 12.4.3. otherwise as permitted by the Data Protection Act 1998.

- 12.5. You are responsible for keeping the College informed of any changes to your personal information. You may be required to provide authoritative documentation that provides suitable evidence of any such changes.
- 12.6. You are responsible for the upkeep and security of any password which has been issued to you by the College for the use of its systems, and for any password of your own choosing.
- 12.7. After leaving your study Programme, the College may contact you for the purposes of keeping in touch, and to make you aware of any events, news or information which you might be interested in. You may opt-out of this if you wish.
- 12.8. By Submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12.

### **13. Consumer Contracts Regulations**

Our higher education admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 - this will be the case where the Contract between you and us is made exclusively by means of distance Communication (for example via email or the internet). Where this is the case, you may cancel the Contract by informing us in writing within 14 days of you accepting the Offer. Applicants who have applied via UCAS should use the UCAS system to cancel the Contract. If you cancel the Contract in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible but in any event within 14 days of us receiving your written notice of cancellation.

### **14. Complaints Procedure**

- 14.1. If you have a complaint about the College, you should follow the College's Complaints Procedure which can be found at:

<http://www.northkent.ac.uk/contact/complaints-procedure.aspx>

- 14.2. If, having followed the College's Complaints Procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education, details of which are contained within the Complaints Policy.

### **15. Partner University Students**

- 15.1. Students enrolling on University of Greenwich validated programmes are required to conform to the University of Greenwich's registration process.
- 15.2. Students on University of Greenwich validated programmes shall be subject to the University of Greenwich's academic rules and regulations

(which are available on the university website) which apply to all academic matters. (The university's guidelines on cheating and plagiarism apply to all assessments within a programme of study validated by the University).

- 15.3. College students visiting University of Greenwich premises must carry their Greenwich Gateway card.

## **16. General**

- 16.1. In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and Conditions, if applicable), these terms and conditions shall take precedence.
- 16.2. The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, arrangements and understandings between you and us whether written or oral, relating to its subject matter.
- 16.3. If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 16.4. No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 16.5. The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 16.6. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.7. You and the College irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## **Appendix A: Policies:**

Complaints Procedure:

<http://www.northkent.ac.uk/contact/complaints-procedure.aspx>

Complaints Procedure- Guidance for HE Students:

<http://www.northkent.ac.uk/contact/complaints-procedure.aspx>

Data Protection Policy and Procedures:

[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)

Fees Policy:

[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)

HE Student Assessment Appeals Policy:

<http://www.northkent.ac.uk/contact/complaints-procedure.aspx>

Higher Education Admissions Policy:

<http://www.northkent.ac.uk/courses/higher-education.aspx>

Higher Education Student Charter:

<http://www.northkent.ac.uk/courses/higher-education.aspx>

Programme Specifications:

<http://www.northkent.ac.uk/courses/higher-education/programme-contents.aspx>

Punctuality and Attendance Policy:

[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)

Student Disciplinary Policy and Procedures:

[http://www.northkent.ac.uk/college-life/policies\\_and\\_procedures.aspx](http://www.northkent.ac.uk/college-life/policies_and_procedures.aspx)

Summary of Complaints Procedure for HE Students:

<http://www.northkent.ac.uk/contact/complaints-procedure.aspx>

University of Greenwich student regulations:

<http://www2.gre.ac.uk/current-students/regs>