

## **Ashton Sixth Form College Higher Education Terms and Conditions for academic year 2017-18**

### **Please retain this document for your records**

These terms and conditions are the terms that apply to the provision of services to you by Ashton Sixth Form College (the "College"). These terms form part of the contract as between you and us, and also incorporate the additional documentation listed in clause 1 (the "Contract").

These terms and conditions provide important information about the rights and responsibilities of both the College and you. These terms also provide important information about the role of Staffordshire University, which is the validating university and with which you will enter into a separate contract. For information about your contract with the University, please contact Staffordshire University, Enquiries Team, Brindley Building, Leek Road, Stoke-on-Trent, Staffordshire, ST4 2DF.

Please ensure that you read these terms and conditions carefully before you accept our offer as detailed in our offer letter (see clause 1 about how you can accept our offer) sent to you. Your contract with us will be formed when we contact you to confirm that we have received your acceptance of our offer letter. If you have any questions, please contact the H.E. & Skills Office on 0161 6668215 or by email to [HEadmissions@asfc.ac.uk](mailto:HEadmissions@asfc.ac.uk).

The College would like to draw your specific attention to clauses 4, 7, 13 and 16, which include important information about our rights to vary the Contract with you (including the Services as defined below) provided under the Contract, our liability to you and our rights to terminate the Contract with you.

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## 1. About us and information about the Contract with us and how it is formed

### About us (and Staffordshire University)

Ashton Sixth Form College ("The College") is Darnton Road, Ashton-under-Lyne, OL6 9RL, a further education college incorporated under the Further Education Corporations (Former Sixth Form Colleges) (Replacement of Instruments and Articles of Government) Order 2007 which came into force on 1 January 2008 (URN:130518). Please note that the college is changing to academy status during 2017/18 and is scheduled to become part of the Stamford Park Trust.

Staffordshire University ("The University"), a higher education corporation established under the Education Reform Act 1988, whose principal administrative offices are at University House, Leek Road, Staffordshire, Stoke on Trent, ST4 2DF.

### Our Contract with you is made up of the following elements:

1. The Offer Letter\* from Ashton Sixth Form College. This includes the terms contained in the Offer Letter (including the Course Offer Acceptance Form)
2. Programme Specification (which includes Module Descriptors) from Staffordshire University
3. This set of Terms and Conditions from Ashton Sixth Form College
4. Staffordshire University Academic Award and General Regulations for Students which are available from <http://www.staffs.ac.uk/legal/policies/index.jsp>.
5. Staffordshire University Standard Terms and Conditions
6. Higher Education Enrolment Form and Learning Agreement which is available at <http://www.asfc.ac.uk/adult-&-university-courses/higher-education-consumer-rights>
7. Ashton Sixth Form College's codes, regulations, policies and procedures as referred to in clause 11 of this document

We will send you an \*Offer Letter detailing our offer of a place on a course to study with us (the "Offer Letter"). The Offer Letter will provide you with important information about:

- the course, tuition (includes pastoral support), assessment and other related services we will provide to you (the "Services")
- details about the tuition fees payable by you for the duration of the course (the "Tuition Fees");
- details of any other additional costs that you will need to pay in connection with your course, for example fees for activities that you will need to undertake as part of your course (the "Additional Fees"); (the Tuition Fees and Additional Fees are collectively referred to here at "Fees"); and
- the duration of the Contract; and
- details of any conditions that will apply to your Contract.
- academic regulations (web links supplied within the Offer Letter)
- enrolment terms and conditions (this is the University's document)
- plus additional information to inform you of your rights and what to expect from the College and the University.

Accompanying your Offer Letter will be:

- the Programme Specification from Staffordshire University
- this set of Terms and Conditions for Ashton Sixth Form College

You will also be asked to agree with any additional terms that may be imposed on you by Staffordshire University when enrolling with them directly. A copy of their current terms and conditions (as well as links to their applicable regulations) are set out in Appendix 4 of the Offer Letter for your information. You will need to have this separate agreement with Staffordshire University because Staffordshire University validates our courses, and they will owe specific responsibilities to you as described in their terms and conditions. Please see clause 7 about what happens where either your contract with us or your contract with Staffordshire University ends.

#### Staffordshire University's contract with you

You will also be a student of Staffordshire University. As a student at Staffordshire University you will/are also bound by a number of their Regulations, Rules, Codes, Terms and Conditions and Policies and agree to comply with the provisions of these.

#### Conditions that apply to our Contract

Our Offer Letter may contain specific requirements for admission onto and your continued registration on the course, and will either be a "conditional" or an "unconditional" offer. Requirements for course admission are clearly stated in course literature and are available to you prior to application. You must provide us with satisfactory evidence of your qualifications and compliance with any additional conditions, when asked to do so by us. If you fail to meet or fail to continue meeting any of these conditions, or if you fail to give us reasonable evidence that you have met these conditions, we may end this Contract as set out in clause 7.

As a condition of taking up your place at the College and/or continuing on your course you may be required to disclose any criminal convictions and you may be required to undertake a DBS check. If this applies to you, it will be discussed at the interview stage. When considering applicants with relevant criminal convictions, the College applies the legislation relating to the Rehabilitation of Offenders Act 1974.

It is also a condition of our Contract that you enrol with Staffordshire University, and remain enrolled with them for the duration of the Contract.

Please see clause 7 about how we can end this Contract where you fail to meet, or fail to continue to meet, any of the conditions that we set out here or in our Offer Letter. It is your responsibility to make sure that all of the information you give us is true, accurate and complete and is not misleading, and that the same remains true, accurate and complete and not misleading, for the duration of the course.

#### How to accept the offer

To accept the terms and conditions referred to in the Offer Letter, you will need to sign and return to us the Course Offer Acceptance Form that is provided to you with our Offer Letter (Appendix 2). Full details about how you can do this will be set out in the Offer Letter.

You must make sure that you accept the offer within the time period specified in the Offer Letter as, if you do not, the offer may be withdrawn by us. If relevant, you will also be required to accept our offer via UCAS as detailed in your Offer Letter.

You should check that you are happy with the contents of our Offer Letter and all of the terms identified above including those that you will need to enter into with Staffordshire University, before

submitting the Course Offer Acceptance Form. If you think there is a mistake in your Offer Letter please notify us immediately and ask us to agree changes in writing before submitting your Course Offer Acceptance Form.

Your Contract with us will become binding on you and us when we acknowledge receipt of your Course Offer Acceptance Form.

At enrolment, you will also be asked to complete additional administrative documents that we will need from you before you start your course.

In addition, you will be asked to also enrol with Staffordshire University under a separate process managed by Staffordshire University, and Staffordshire University will give you details about how to do this.

## **2. Your legal right to cancel the Contract**

After you have received our acknowledgement of your Course Offer Acceptance Form, you have a legal right to cancel the Contract by informing us within 14 days (the "Cancellation Period"). A cancellation form is provided to you within the Offer Letter, but you do not have to use this letter.

If you wish to cancel the contract within the Cancellation Period, you must notify us by either sending to us the cancellation form attached to your offer letter, or by making any other clear statement to us stating your decision to cancel the Contract. To meet the cancellation deadline, it is sufficient for you to send your communication before the Cancellation Period has expired. Unless you are due to start your course within the Cancellation Period, if you cancel the Contract within the Cancellation Period, we will refund you any Fees that you may have paid to us as soon as possible, but in any event, no later than 14 days of you notifying us of your wish to cancel the Contract.

We may provide you with Services before the end of the Cancellation Period if you request us to do so, for example if you are only applying to us very soon before the course is due to start, but this will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once we have started to provide these Services to you, then we will be entitled to deduct from any refund a fair amount to reflect the benefit of the Services you will actually have received until you notified us of your wish to cancel.

Further details about how you can cancel your Contract within this 14 day cancellation period is set out in the Offer Letter.

If you want to cancel the Contract after the end of the Cancellation Period, you will only be able to do so as set out in clause 7, and any refund would depend on the applicable circumstances.

## **3. Material Information we give or make available to you**

It is important that you are able to make an informed decision about what and where to study before applying for and accepting a place. The College will make various information available to you through a variety of means including written materials, information on our website, information and guidance given at Information Evenings and at interview. The College (and the University) are responsible for the production of marketing materials.



All marketing material (about HE courses validated by the University) is approved by the University in accordance with the University's Quality Assurance procedures.

The College will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University and Adult Education Course Guide, University Courses at Ashton Sixth Form College Guide, website information, Course Guidance and Information packs, and information given verbally at information events/over the phone, for the academic year in which you begin the course.

However, the College may be entitled to make reasonable changes to the course (including to the content and syllabus of the course where developments in the subject area make that necessary, or the location of the course or method of delivery of the course), and details about how we may look to make changes to this Contract are set out in clause 4.

The University may also change the terms of its regulations and terms and conditions, and details about how they may make changes to these from time to time will be provided to you by the University.

#### **4. How we may change the Contract**

##### Changes to pre-contract information

If any information that we may have given to you at the time you were researching and making an application for the course changes by the time we send out our Offer Letter, we will highlight details of those changes in the Offer Letter. Examples of the types of changes that we may make at this stage could include the following:-

- Changes made in response to feedback from students and/or external examiners
- Unavoidable movement of academic teaching staff, which may impact on the delivery or timing of modules
- Changes made to receive or maintain accreditation from a professional, statutory or regulatory body
- Changes that Staffordshire University have made and/or require to be made
- Where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient enrolments to make a course viable, we may need to combine, alter or discontinue a programme.
- changes that are required by law or required as a result of a regulatory requirement that the College, as a provider of education services, is required to comply with;
- Changes that are advised are made by a statutory body or other regulator.

When accepting the offer you will be asked to confirm that you are happy with any known changes at the point of offer (if applicable) and to acknowledge that you will be accepting the offer on the basis of those changes.

##### Changes to the Contract

Whilst we will always look to avoid making changes to the Contract (including the Services), there may be certain instances where we are required to do so for a number of different reasons. In each instance, we will assess the potential impact of this change on the Contract and you, and will follow the principles set out in this clause 4 at all times.

The College and Staffordshire University are always looking to improve and enhance the student experience, and will consult regularly with students and faculty staff (for example) and will actively seek feedback on how we can improve its service delivery to our students.

The circumstances referred to in this clause 4 are not the only ones that may arise during your Contract, but these will give you some context as to when and how we may need to amend the Contract (including your course).

#### Our right to make minor or procedural changes

We may change your Contract (including your course):

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements;
- to deal with unavoidable movement of academic and support staff, which may impact on the delivery or timing of modules;
- to implement minor technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements, including in response to a direct request by Staffordshire University.
- to address any external examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions or those conducted by Staffordshire University;
- to implement changes made or to be made by Staffordshire University and/or
- to address and/or to take steps in response to a security threat, e.g. to enhance security processes and procedures at the College;

These changes will be minor and procedural only, and will have a minimal impact on your studies and student experience. For example, we may need to change the classroom/lecture theatres used to deliver certain modules and where you are attending a course where the specification of that classroom or lecture theatre does not impact on the teaching of that course, then we will be able to make a change to that room. Changes to facilities related to the Services which are central to your studies would, in some cases, fall within the scope of any significant changes as described below.

#### Our right to make more significant changes

In addition, we may make changes to the Contract (including to the course specification, course delivery or in connection with the wider Services that we make available to you) or to cancel or withdraw a course for the following reasons, but if we do so we will notify you at the earliest opportunity and in any event, generally no later than 4 weeks before we are due to make the change:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements;
- unavoidable movement of academic and support staff, which may impact on the delivery or timing of specialist modules;
- to implement more significant technical adjustments and/or improvements, for example: to reflect material developments in academic teaching, research and/or professional standards/requirements, including in response to a direct request by Staffordshire University.

- to address any external examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions or those conducted by Staffordshire University;
- to implement changes made or to be made by Staffordshire University; and/or
- to address and/or to take steps in response to a security threat, e.g. to enhance security processes and procedures at the College.

#### What happens if you do not agree with these changes?

If you do not agree to these more significant changes we make to the Contract (including to the course) you will be entitled to terminate the Contract and we will issue a full refund for Fees or a proportion of the Fees you have paid, if a refund would be fair in the circumstances (for example we would not make a full refund where you are accepted onto an alternative course and can transfer the benefit of time spent on the previous course to the new course).

#### Withdrawal of your course

Where we are withdrawing a course, or where the course is no longer validated by Staffordshire University, we, in partnership with Staffordshire University will take reasonable steps: to offer you a place on an alternative course at the College or at Staffordshire University, as appropriate (subject to course availability and you complying with the requirements of admission to and registration on that course) or (at your request) to assist you to join another course at another institution, and will issue a full refund to you for the course which has been cancelled.

#### Changes to Staffordshire University's terms and conditions and/or Academic Regulations

Please note that Staffordshire University may make changes to its terms and conditions and/or its Academic Regulations from time to time, and Staffordshire University will contact you directly to inform you of any changes that may be imposed on you during your course.

### **5. HE Admissions Policy and Procedure**

The admissions process to our Higher Education courses is undertaken jointly by the College and Staffordshire University, and applications are managed by our HE & Skills Admissions Team.

We aim to provide an efficient, fair and transparent admission function helping applicants through the process. Staffordshire University manages the UCAS admissions and applications process.

For further information please consult our HE Admissions Policy and Procedure:

<http://www.asfc.ac.uk/adult-&-university-courses/higher-education-consumer-rights>

### **6. Fees and Payment**

The Fees payable by you for your course will be as set out in our Offer Letter. These fees will be fixed for the period of your course. These are expressed as Tuition Fees and Additional Fees (together, the Fees). You will be responsible for paying these Fees as set out in this Contract.

As a student of Staffordshire University you are legally obliged to pay the University. The College acts on the University's behalf on collecting the fees according to our Fees Policy. For some courses fees are paid via the Student Loan Company on your behalf direct to the University and for others

they are paid direct to the College. In all cases, the fees owed are ultimately to the University and your payment method will be agreed with you as part of your enrolment.

It is important to note that you are responsible for paying the Fees, even if you have arranged for a third party to pay them on your behalf. You will remain responsible to us in the event that the third party fails to pay the Fees when they become due.

#### Students applying for a Higher Education Loan

Potential applicants will be provided with a copy of Student Finance England information in the Course Guidance and Information packs for all relevant programmes, however current and live information about Student Finance can also be accessed independently via <https://www.gov.uk/browse/education/student-finance>.

Where you are successful in obtaining a student loan for your studies, the Student Loan Company will pay the Fees on your behalf to the College OR to the University.

Each academic year, you must send us a copy of your entitlement letter from Student Finance England to the Senior Admissions Officer by the date in November as specified in the Offer Letter. Students unable to present their letter by this date will automatically be expected to pay the Fees directly to us [the University], either in full or by 5 instalments on 30/11/17, 31/12/17, 31/1/18, 28/2/18, 31/3/18. We will make any relevant adjustments/refunds once the student's loan has come through. At all times it is important for you to communicate with the Senior Admissions Officer about your circumstances.

You will need to re-apply to Student Finance England prior to each academic year, if applicable.

#### Self-Funding Students

For students who are self-funding, the Fees can be paid in full at enrolment using debit/credit card, cash or cheque or an instalment arrangement can be opted for with payment being completed within the first 5 months of study. Details about how you can pay in instalments is set out in your Offer Letter. You can ask us about making instalment payments at enrolment and you can arrange to set this up with us at this time.

#### Students who fail to pay

Students who fail to pay for their course by the dates agreed will be sent a reminder letter (debtor's letter) from the finance department. This letter will give you a further time within which you can look to pay any sums due to us.

Following the reminder letter from the finance department, if the account is not settled by the date indicated, students will be invited to a meeting with the Assistant Principal: H.E and Skills (or nominee) to discuss the debt, in accordance with our Fees Policy. Students may subsequently be withdrawn from their programme(s) of study should they not adhere to actions determined by the College following that meeting or agreed between you and the College. They will be notified of this in a letter from the College and the date from which this takes effect.

The College will notify Staffordshire University and a debtor's flag will be applied to the student's account.



Please also note that untimely payments can result in students not being entered for exams or forthcoming modules, late exam entry charges or results being withheld and not forwarded to an Awards Board until the debts are cleared. It is important that you look to discuss with us any issues you have about being able to pay your Fees as soon as possible with our Finance and Business Manager on 0161 3302330 or our Senior Admissions Officer on 0161 6668215.

The College is keen to support students and will make every effort to support students where it is feasible or possible. However, you should give full consideration to whether you can afford the Fees and any related costs of study before you accept an offer of a place on the course and keep the College informed of any change of circumstances. If students are continuing students they will be unable to proceed to the next year/stage of their award until all major outstanding tuition fee debts have been cleared.

## **7. Withdrawing/Intermitting from a course and termination rights**

### Duration of the Contract

The Contract will continue for the duration set out in the Offer Letter unless terminated [or extended] by you or us in accordance with these Terms and Conditions.

### If you wish to terminate or withdraw before you start your course, or within 14 days of starting your course

If after receiving our acknowledgement of your Course Offer Acceptance Form you do not commence your programme of study or withdraw or intermit within the 14 days of the published start date of your award, you are entitled to receive a full refund of any Fees you may have paid (if any). Please note this does not affect your legal right to cancel as described in clause 4 above.

### If you wish to terminate after this 14 day period

You have the right to terminate this Contract as follows:

- Where you disagree with a change we propose making as set out in clause 4. The provisions of clause 4 will apply to any refund you may be due as a result of your wish to terminate in this way
- Where we are in breach of our obligations to you (as described in clause 12 below) to provide the Services with reasonable care and skill. You may be entitled to a proportionate refund of any Fees paid by us in such circumstances, and you will have no further liability to us for Fees from the date you terminate for reason of our breach. In this case, you will also be able to terminate your contract with Staffordshire University.
- At any time without reason, but you may be liable for the Fee Liability specified in the table below.

### Our right to terminate this Contract

We may terminate the Contract on notice to you (such notice as may be appropriate having followed any relevant College policies or procedures but, where the circumstances dictate, immediate notice) as a result of:

- us becoming aware that information you have provided to us is not true, accurate and complete and/or misleading and/or at any point becomes untrue, inaccurate or incomplete and/or misleading;
- you failing to [materially] comply with your obligations as described in clause 12 under this Contract;
- you failing to comply with requests for information, to make declarations and/or to meet specific requirements of your course as specified in the Offer Letter;
- failing to comply or meet any conditions of offer and/or continued enrolment;
- your circumstances changing so that you no longer have permission to remain in the UK, you acquiring a relevant criminal conviction and/or developing a health condition that prevents you from meeting the occupational health requirements of your course;
- you failing to meet the requirements to register for your course;
- material breach by you of our regulations, policies, procedures and/or codes;
- you failing to meet the required standard performance of your course as prescribed by Staffordshire University;
- if you do not fulfil any of our requirements, including satisfactory attendance, inappropriate conduct or behaviour, not made sufficient progress on the course, or any other circumstance in contravention to any of the College's policies as set out in clause 12.
- If your contract with Staffordshire University ends or is terminated;
- if you do not pay your Tuition Fees by the specified due date for payment and where you fail to make good your debt following the period specified within our debt policies. This includes where you have an agreement with a third party (i.e. Student Loans Company) for them to pay your tuition fees on your behalf.

If this Contract is terminated and you have your Tuition Fees paid for by a loan from the Student Loans Company, we or the university (dependent on the course), will notify the Student Loans Company that your liability for Tuition Fees has reduced and therefore the Student Loans Company will reduce the amount of your loan. If a third party pays fees on your behalf, we may pay and refund directly to that third party if appropriate.

Your liability for Fees if this Contract is terminated other than as a result of our breach of the Contract or if you cancel as a result of your legal rights to cancel:

Before 9 <sup>th</sup> January 2018	no more than 25% of Tuition Fees
On or after 10 <sup>th</sup> January 2018 and before 25 <sup>th</sup> April 2018	No more than 50% of Tuition Fees
On or after 25 <sup>th</sup> April 2018	No more than 100% of Tuition Fee

It is your responsibility to formally notify the College of your withdrawal in writing or by email at the point at which you leave your course of study. Failure to formally notify the College of your withdrawal will result in your continuing liability for Fees until you formally withdraw. Retrospective withdrawals will not be permitted.

## **8. Continuing Students**

Continuing students enrolled on Staffordshire University programmes who complete e-enrolment, who subsequently decide not to start the new academic year may be charged up to 25% of the Tuition Fees unless they notify the University by 17<sup>th</sup> September of their decision to withdraw.

Students must complete fully and successfully (as prescribed in module handbooks), each year's work before progression to any subsequent year of study, or further study programme (as may be the case in the circumstances and depending on your course type). Consideration will be given to progression with outstanding work subject to approval from tutors and, if applicable, Staffordshire University. In circumstances where progression is agreed to, any additional fees incurred such as late registration fees must be covered by the individual at an additional cost over and above your course fee. If your course is a one year programme, you need to complete by the dates communicated to you via module handbooks OR via the university where you are applying for late submission and it is approved or you are asked to resubmit.

## **9. How we use your personal information – Data Protection**

In order to meet our obligations under the Data Protection Act 1998, the College has adopted an Information Management Framework, which includes our Personal Information Commitment to any individuals who provide us with information. Full details can be found on our website at [http://www.asfc.ac.uk/files/Information\\_Management\\_Policy.pdf](http://www.asfc.ac.uk/files/Information_Management_Policy.pdf)

Any personal information you provide to us will be processed according to the principles of the Data Protection Act 1998.

The information you provide may be shared with other partner organisations for purposes relating to education or training which include HEFCE – Higher Education Funding Council for England and HESA – Higher Education, the Statistics Agency and the Student Loan Company. We also share your information with Staffordshire University.

The College collects information about all students for various administrative, academic, and health and safety reasons. Information will be passed to relevant government bodies and agencies as part of our mandatory duty. Ethnicity, Learning Difficulty, and Disability data will be used to manage obligations under the Equality Act 2010, to offer Additional Learner Support (ALS), and to implement our Equality Policy. Some of these details are also sent to Connexions, work placement employer, the College's feeder high schools, and Value Added (VA) establishments as appropriate.

Examples of the types of information which will be stored and processed:

- 1) Personal details: including name, address, date of birth, ethnicity, disability, photograph, qualifications, next of kin, and emergency contacts.
- 2) Details about vocational placements, academic performance and expected results, learning support, references and recommendations, and attendance.

3) Health details: including details about specific conditions, such as asthma, epilepsy or diabetes.

4) Details about course fees, course registration, library and other equipment on loan, and financial information (if applying for financial support).

The College is registered under the Data Protection Act 1998 and we will ensure that before processing your data, one or more of the conditions for processing set out in the Act are met. Since we cannot operate the College effectively without processing information about you, the main condition for processing which we apply is that:

“the processing is necessary:

in relation to a contract which the individual has entered into; or  
because the individual has asked for something to be done so they can enter into a contract.”

**We use the information we hold in our records to process your enrolment, to keep in touch with you and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors.**

Further information about data confidentiality is available either on request from the College, or can be found on the College's web site at [Policies | Ashton Sixth Form College](#).

## 10. Obligations of us, you and Staffordshire University

The College's Learning Agreement explains what services we will provide and gives details of what you can expect from us. It also outlines what we expect from learners. We value the diversity of our learners and are committed to providing a high standard of provision and service for all. This can be found on the College's web site at Higher Education-Consumer Rights | Ashton Sixth Form College.

## 11. Code of Practice

You will be required to comply with the following College rules and regulations

- H.E. & Skills Student Conduct Policy and Disciplinary Procedure-non-academic misconduct
- Fees Policy
- College Equal Opportunities Policy
- Higher Education Complaints Policy & Procedure
- Relevant Health and Safety regulations
- ICT Acceptable Use Policy
- Data Protection Policy
- Higher Education Admissions Policy and Procedure

These are available at Higher Education-Consumer Rights | Ashton Sixth Form College

You will also be required to comply with the following rules and regulations imposed on all students undertaking courses overseen by Staffordshire University. Staffordshire University will also have the right to take action against you where you are in breach of any of these requirements:



- Academic Award Regulations (including Academic Appeals, assessment of students, Academic Misconduct) These are available at <http://www.staffs.ac.uk/legal/policies/Index.isp>

## 12. Our liability to you

If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

We cannot accept responsibility and we will not be liable to you for:

- any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence;
- work submitted for assessment that is not returned;
- personal injury or death except in so far as it is caused by our negligence;
- loss of opportunity and loss of income or profit, however arising.

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which we are not permitted to exclude or limit our liability by law.

## 13. How to raise concerns or make complaints

We have a Higher Education Complaints Policy and Procedure which is available on our website at <http://www.asfc.ac.uk/files/HEComplaintspolicy&procedureOIA.pdf>. This gives applicants and students the means to bring matters of concern to the attention of the College, and enables investigation of those concerns with the aim of a satisfactory resolution. The Higher Education Complaints Policy and Procedure should be read in conjunction with the university partner's policies where applicable. The Higher Education Complaints Policy and Procedure is fully aligned to the College Complaints Policy.

You are entitled to direct a complaint to the University for matters that fall within their jurisdiction. In the majority of cases, the College is the most suitable place to lodge a complaint. Where the College has no responsibility for the aspect being complained about, the College will notify the complainant and support the student to redirect to the most suitable body. Similarly, if the University receive a complaint over which they have no jurisdiction, they will redirect this to the college. In general, the College will deal with all matters and complaints other than where the matter is an Academic Appeal. Academic Appeals are handled by the University. The University will also handle complaints where it relates to their business, organisation, staffing and structures rather than the College's.

## 14. Academic and Pastoral Support

The College will provide academic teaching within the advertised hours for the course. Those teaching hours may include direct teaching or tutorial support from an academic tutor. In addition, students can access pastoral support meetings on request, within or in addition to their core teaching hours. Full time students are allocated a Personal Tutor. Part time students are not but may access pastoral meetings with their academic tutor. Students can also access other College services such as Inclusive Learning Support.

## 15. Academic Regulations

An essential purpose of Academic Regulations is to ensure equity of treatment for students at each stage of their education. This is done by prescribing due process and setting out criteria for making judgements about student academic performance. The College does not write or hold its own version of Academic Regulations for Higher Education programmes. The College operates with the Academic Regulations as set by Staffordshire University. It is important that you are aware of the Academic Regulations pertaining to your programme of study and these are detailed in Appendix 5 of your Offer Letter. University partners will update their Academic Regulations and it is their responsibility to inform you about Academic Regulations and any changes as they occur. Academic Regulations for higher education students typically cover University rules and regulations in respect of:-

- Academic appeals and complaints
- Disciplinary matters including academic misconduct
- Rules around late submission
- Rules around extenuating or mitigating circumstances
- Plagiarism

As part of your induction when on programme, the Academic Regulations will be further explained to you. At any point during your programme you may also request a tutorial to discuss Academic Regulations that are applicable to your circumstances at that time. Similarly a tutor may request a meeting with you to discuss this.

## 16. Events Outside Of Our Control ('Force Majeure')

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control including without limitation:

- strikes, lock-outs or other industrial action by third parties;
- strikes, lock-outs or other industrial action by our employees;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Should an Event Outside Our Control interfere with our ability to deliver your programme, we will use reasonable endeavours to minimise the disruption caused to you.

#### **17. Other important terms**

- We may transfer our rights and obligations under these Terms and Conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.
- This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except in the case of Staffordshire University as specified expressly in these Terms and Conditions
- Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- These Terms and Conditions are governed by English law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.