

# Terms and Conditions upon acceptance of an Offer

## Definitions:

**“we/us/our/College”** means Shrewsbury College

**“you/your/student”** means a prospective or registered higher education student at Shrewsbury College

**“Course”** 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 Course. 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 Course subject to the terms and conditions set out below.

## 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 [admissions@shrewsbury.ac.uk](mailto:admissions@shrewsbury.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 Course. Details of these can be found at: [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education). Please take the time to read these carefully as these documents, together with these terms and conditions, the offer letter and the individual course specification form the Contract between you and us.

1.3 Some Courses may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the individual course specification (these are available on our website and will be provided as part of your Offer). 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 course specification.

2.2 If your first language is not English, the Offer may also be conditional upon you passing an English language test. Further details about English language requirements can be found at: [www.shrewsbury.ac.uk/courses/international\\_students\\_esol](http://www.shrewsbury.ac.uk/courses/international_students_esol)

2.3 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 Course.

2.4 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 course 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 we wish to make any changes to an Offer after you have accepted the Offer (other than changes to a Course which are explained at paragraph 5 below or changes due to circumstances beyond the reasonable control of the College which are explained at paragraph 4.3 below), we will inform you immediately and enter into a dialogue with you to explain the situation and agree any changes to your offer.

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, if you are an applicant for full-time undergraduate study, the College will assist you to determine whether it is possible to substitute your choice.

### **5. Changes to the Course**

5.1 The College will use all reasonable endeavours to deliver your Course in accordance with the description applied to it in the Course Specification for the academic year in which you begin your Course.

5.2 The College will be entitled to make reasonable changes to your 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 the method of delivery of the Course) where that will enable the College to deliver a better quality of educational experience to students enrolled on the Course.

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 Course and you are not satisfied with the changes, you will be offered the

opportunity to withdraw from your Course or transfer to such other Course (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 Course, you may be entitled to a refund of your tuition fees in accordance with the College's Fee Policy [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education) and the College will provide you with reasonable support to assist you in transferring to another provider.

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

6.1 The College will do all that it reasonably can to provide educational services as described on its website or in the individual course specification 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):

- industrial action or strikes by College staff or third parties
- the unanticipated departure of key members of College staff
- power failure
- acts of terrorism
- damage to buildings or equipment
- the acts of any governmental or local authority (including, for example changes made by such authority to immigration policy)
- where the numbers recruited to a Course are so low that it is not possible to deliver an appropriate quality of education or educational experience for students enrolled on it
- 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 course, or by delivering a modified version of the same Course or a merger with another course, 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 Course and, if required, reasonable support to transfer to another provider.

6.4 If the College withdraws your Course and you have already paid tuition fees for that Course, 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.

7.2 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 your application:

- Contains incorrect or fraudulent information
- Omits key information

- 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 Course are subject to you complying with the terms of the Contract and our policies and procedures.

These documents are available for you to review at:

[www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education) . 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 Course, we will require satisfactory evidence of your ability both to pay tuition fees and to support yourself during your period of study. If you are unable to provide such evidence you may be granted temporary registration by the College. A temporary registration period shall lapse if payment or evidence of funding is not provided within three weeks. Further information about paying your fees can be found at: [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education)

8.3 We require satisfactory evidence of your qualifications (including English language qualifications if required). At enrolment, you will be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation. Full-time applicants for whom we have received results from awarding bodies via UCAS will not need to provide original certificates.

8.4 Where admission to the Course is dependent on a Fitness to Study or an enhanced DBS disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the Curriculum Leader has been obtained. Any registration may be revoked in the case of an unacceptable disclosure.

8.5 We require you to enroll prior to the start of each academic year.

## 9. Fees

9.1 If you accept an Offer, you agree to pay all tuition fees (and other related 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, as and when they fall due, we reserve the right to withdraw you from your Course (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 Course 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 [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education) 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 Course. If you choose to withdraw from your Course, 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 in exceptional circumstances if you withdraw from your course. Refunds are to be provided as per the College's Fee Policy [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education)

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 will be detailed in the individual course specification.

9.6 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from tuition fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the College.

## **10. Immigration**

10.1 If you are resident outside the European Union, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the College reserves the right to withdraw you from your Course (without liability to you).

10.2 Both the College and all international students must comply with all required immigration legislation and related College policies at all times during an international student's period of study at the College. Please see [http://www.shrewsbury.ac.uk/courses/international\\_students\\_esol](http://www.shrewsbury.ac.uk/courses/international_students_esol) for further details.

10.3 If you choose to withdraw from your studies or if your registration is terminated by the College, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

10.4 If your visa is revoked for any reason, the College will terminate your registration on your Course.

10.5 On occasion, the College will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the College contacting the Home Office on your behalf and the Home Office releasing such information to the College.

## **11. Intellectual property**

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 Course 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.

## **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:

- to deliver your Course and provide educational services to you
- to administer your studies, to provide you with College facilities and services
- to monitor your performance and attendance
- to provide you with support
- to conduct research and to identify ways to enhance learning, teaching, assessment and the broader student experience
- to send communications to you
- to process any payments made by you to the College
- 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)
- for debt tracing or fraud prevention organisations
- 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).

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:

- Higher Education Funding Council England (HEFCE)
- Student Loan Company (SLC)
- Quality Assurance Agency (QAA)
- Partner Universities

12.4 The College will only process your personal data in accordance with (i) the specific purposes notified to you above; (ii) the College's Data Protection Policies located at [www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education); and/or (iii) otherwise as permitted by the Data Protection Act 1998.

12.5 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**

In certain circumstances, our 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; other applicants may use the model cancellation form set out in the Appendix to these terms and conditions 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:

[www.shrewsbury.ac.uk/higher\\_education](http://www.shrewsbury.ac.uk/higher_education)

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.

## **15. General**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 The terms of the Contract shall not be enforceable by any party who is not a party to it.

15.6 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.

15.7 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).

## CANCELLATION FORM

To: Shrewsbury College, London Road, Shrewsbury, SY2 6PR

I hereby give notice to cancel my contract with the College for a place on the following Course:

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Name.....

Address.....

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Date.....

Signature.....