

UK Graduate College

Terms and Conditions

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Related Policies	<ul style="list-style-type: none"> • Admissions Policy • Tuition Fee, Refund and Compensation Policy • Student Engagement Policy • Academic Appeals Policy • HE Complaints Policy • Academic Misconduct Policy • Student Privacy Notice Policy • Student Disciplinary Policy • Fitness to Study Policy
External Reference Points	<ul style="list-style-type: none"> • OfS Condition C1 - Guidance on consumer protection law • Competition and Markets Authority (CMA) Higher Education Providers: Consumer Law. • UK Quality Code for Higher Education – Principle 9 – recruiting, selecting and admitting Students • Data Protection Act 1998, 2018. Article 51 GDPR • Equality Act 2010

Who does this policy apply to?

If you are...	Then..
On a programme leading to an award from ATHE	All parts of this policy apply
On a programme leading to an award from City and Guilds	All parts of this policy apply
On a programme leading to an award from Pearson	All parts of this policy apply
On an undergraduate programme with a partner University	This will be clarified in your offer letter, as the university will have its own terms

	and conditions, and these may also apply to you. Paragraph 16.4 will not apply.
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1. Introduction

- These Terms and Conditions are for higher education and pathway programmes run independently by UK Graduate College (UKGC) or in partnership with a partner organisation.
- Where partner awarding bodies are involved, applicants should also refer to the Terms and Conditions provided by the partner once an offer letter has been received from that organisation.

2. Purpose and Scope

- These Terms and Conditions, together with the policies and procedures listed, are provided so that you know all the details about your relationship with the College when you join one of our programmes. When you accept an offer to join a programme at the College, it means you have read and agreed to these Terms and Conditions. This also means that there is a legally binding contract between you and the College.
- As noted in the introduction, these Terms and Conditions are only for Students who are enrolled, or who wish to enrol on one of UKGC's higher education and pathways programmes
- If a Student wishes to ask questions about any programmes, they should contact Admissions by emailing Admissions@ukgraduate.org.uk for help and support.

3. Aims & Objectives

- The main aims of these Terms & Conditions are to ensure:
 - Students know and understand the details of their relationship with the College.
 - Students have the opportunity to change their mind about joining a programme once they know the legally binding terms of their relationship with the College.
- The College complies with the expectations of the UK Competition and Markets Authority (CMA) by making sure our Terms and Conditions meet the following objectives:
 - Include rules and regulations that are clear and transparent
 - Strike a fair balance between the rights and obligations of Students and the rights and obligations of the College
 - Make it very clear to Students if there are any surprising or essential terms that they need to know about
 - To be fair to all applicants and Students.

4. Key Documents

- You must read all of these Terms and Conditions carefully before you accept the offer to study on a programme at UKGC. When you accept an offer to study at the College, it means you have agreed to these Terms & Conditions, in addition to the following:
 - An Offer Letter from the College
 - The Tuition Fee, Refund and Compensation Policy
 - The Acceptance of a Place Form

- The College Policies and Procedures available on the College website particularly the Admissions Policy, Tuition Fees, Refunds and Compensation Policy, Academic Misconduct Policy and Student Conduct Policy and Procedure.
- When enrolled on a programme at the College, it means you are agreeing to these Terms and Conditions. A legally binding contract between you and the College is formed when you accept the offer of a place by sending us the Acceptance of a Place Form.

5. Definitions

UK Graduate College, the College, UKGC, or We or Us (Our for belonging to Us) means:

UK Graduate Ltd, trading as UK Graduate College is a company registered in England and Wales (company number: 14301831), as now or in the future constituted (and any successor).

Full Business Name: UK Graduate Ltd

Registered Address 73 Greenfield Road, London, E1 1EJ

Direct line: +44 (0)203 609 0260

Email: admissions@ukgraduate.org.uk

Admission occurs when you accept the offer of a place and are entitled to enrol as a Student at the College.

Deferral means that you have been accepted on a programme, but you want to start it at a later date. You need permission from the College for a deferral. You can only defer your programme to the start of a term up to a maximum of one academic year.

Enrolment means you have accepted an offer to join a programme, submitted a completed Acceptance of Offer Form and attended the programme Induction.

Entry means that you have attended a programme for the first time according to these terms and conditions.

Funded Students are Students who receive a loan from Student Finance England (SFE) for their Tuition Fees.

Overseas Students are Students who are not UK citizens and travel to the UK in order to study. It includes Students with a Student visa. These Students cannot usually apply for a loan from Student Finance England (SFE) for their Tuition Fees.

Re-enrolment occurs annually and requires enrolled Students to confirm the continuation of their studies at the College before a published deadline.

Self-funded Students are Students who fund their studies by themselves. They pay their Tuition Fees or the first instalment of their Tuition Fees before they start the programme and do not receive any finance from Student Finance England (SFE). This includes students studying online whilst living overseas.

Sponsored Students

These are Students who have their Tuition Fees paid by someone who is not a member of their family or a friend. This could be a company, charity or a government official from their country.

Tuition Fees

These are the amount of money you need to pay to cover the costs of your Tuition at the College.

You or Your or the Student means the person who has been offered a place at the College and has completed and signed the Acceptance of Offer Form.

6. Equality, Diversity & Inclusion

- The College is committed to harnessing the benefits of diversity and inclusion by creating a diverse community of Students and staff where everyone is treated fairly and equally. No form of discrimination is tolerated. Please see the College's Equality, Diversity and Inclusion Policy for more details (<https://www.ukgraduate.org.uk/policies>).
- We provide all people with an equal opportunity to apply for and enrol on a programme at the College. Anyone who needs additional support should contact admissions@ukgraduate.org.uk and we will do what we can to help you. This includes making reasonable adjustments for people with disabilities or learning difficulties.
- In accordance with the protected characteristics of the Equality Act 2010, the College does not discriminate against anyone on the grounds of age, differing abilities, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief (including lack of belief), sex, and sexual orientation.

7. Admission & Enrolment

Offer Letter

- If your application to enrol on a programme is successful, we will give you an Offer Letter. The Offer Letter tells you which programme you can join and what you need to do to enrol on the programme. The Offer Letter may include some conditions that you need to meet to enrol on the programme and the date you need to have met these.
- We will send you a range of pre-contract information with your offer letter, including a copy of these terms and conditions, a pdf of the programme information, details of the tuition fees and any other fees that are pertinent to the programme you have chosen. Additional information about potential additional costs are provided in section 11 of this document.

Acceptance of a Place Form

- If you wish to join the programme you have been offered, you will need to complete an Acceptance of a Place Form and return to admissions@ukgraduate.org.uk, or by post to the address provided. After you have accepted your place, we will provide information on how and when to enrol on the programme.

Your Agreement

- When you complete the Acceptance of a Place Form, you are agreeing to the following:
 - These Terms and Conditions
 - The College's Tuition Fee, Refund and Compensation Policy
 - A payment plan with agreed payments to the College if you are not funded by Student Finance England (SFE).

- To provide evidence of identity and relevant qualifications.
- To disclose any unspent criminal convictions or subject to police investigation, subject to pre-charge, police or court bail conditions for any offence.
- If you accept a conditional offer, the contract will not come into force until you meet the conditions of your offer. This includes (but is not limited to) where you have been asked to meet requirements relating to disclosure and barring service checks, occupational health clearances, visas, or immigration requirements and/or obtaining specific academic qualifications. The offer of a place to study at UK Graduate College may be withdrawn if the conditions set out in your offer have not been met by the date stated in the offer letter.

Funding and Confirmation of Acceptance of Studies (CAS)

- Students funded by Student Finance England (SFE) will have their Tuition Fees paid in instalments directly to the College. Self-funded Students usually pay full Tuition Fees for the academic year at the start of their programme of study. Overseas Students, whether self-funded or sponsored, usually pay full Tuition Fees for the academic year before they will be issued with Confirmation of Acceptance of Studies. See 11.10 for additional information.
- Remember it is illegal to give false information about yourself when applying for a visa. If you do this, your enrolment will be cancelled, and the College may keep the Tuition Fees you paid.

Permission to re-enrol

- Normally you will re-enrol at the College every time you start a new academic year. However, you may not be allowed to re-enrol if you:
 - Are suspended from the College
 - Have been withdrawn from the College because you failed to meet academic requirements, or you broke College Rules or Policies
 - Have committed or been convicted of a relevant criminal offence
 - Owe Tuition Fees to the College or have broken any of rules in the Tuition Fee, Refund and Compensation Policy.

8. Cancellation

Cooling off period

- You have 14 days to cancel your agreement with the College after you have completed the Acceptance of a Place Form. This is called the 'cooling off' period. If you decide to cancel within 14 days of accepting your place on the programme, you will receive a refund for any Tuition Fees you have paid.

Cancellation of Place Form

- If you wish to cancel your programme, you must complete a Cancellation of Place Form (Appendix A) and email it to Admissions@ukgraduate.org.uk

Refund after cancellation for Self-funded Students

- If you are self-funded and have paid Tuition Fees for a programme you intend to join, you will have 14 calendar days from when you accept the offer, to cancel the contract. You must provide written confirmation of your wish to cancel using the Cancellation of Place Form (Appendix A) or send an email to Admissions@ukgraduate.org.uk. A refund of any Tuition Fees paid will be made within 20 days of UKGC receiving the request to cancel.

Deferral

- You may ask to defer the start of your studies if you have been offered a place on a programme. This happens when a Student is interested in doing the programme but is not able to start until a later date. The College will consider your request to defer your studies up to one academic year only. If the College agrees to let you defer your studies, you may be able to get a refund according to the College the Tuition Fee, Refund and Compensation Policy.
- A Student cannot defer their studies until they receive written agreement from the College. The College may offer the opportunity to defer if the programme cannot run that academic year, following the Course Closure Policy.

Withdrawal

- If you decide to withdraw from the programme after the 14-day cooling off period, you will need to follow the College's termination procedures, and you may not be able to get a refund. Please see the Tuition Fee, Refund and Compensation Policy
- If your attendance and engagement are poor, you may be removed from the programme. You will receive warnings about your attendance and engagement before you are withdrawn.

Cancellation of enrolment

- We may cancel your enrolment if you:
 - Provide incorrect or misleading information
 - Fail to meet any of the conditions specified in your offer letter
 - Have a relevant criminal conviction, contrary to the College's admissions policy, that was not disclosed at application
 - Fail to pay the required Tuition Fees (or provide information in relation to payment) as specified in the College's Tuition Fee, Refund and Compensation Policy
 - Cannot prove you have the right to study in the UK

9. Our Obligations

Guarantee of Quality

- The College aims to provide Students with the best learning and teaching experience possible. The College will ensure that it meets the standards of learning and teaching expected by all UK bodies that regulate the quality of higher education. The College will do everything we can to ensure that the quality of the education we provide is higher than required or expected by regulatory bodies and is continuously improving.
- The College cannot guarantee that every Student will be able to get the results they want or expect. This is because Student success does not only depend upon the effort of the College or the quality of teaching. Student success also depends upon the hard work and commitment given by each Student to ensure that they learn. Students who do not work hard enough or show the right level of commitment cannot expect to pass the programme.

Programme variation

- The College always aims to run the programme that it advertises on its website and in any other published material. The College will not make any changes to its programmes unless it is necessary for the benefit of Students. The College will listen to Student feedback and try to make changes they ask for when possible. Changes the College may need to make include updating the curriculum, making staff changes or changing the weekly timetable. Students will always be consulted about significant changes and asked to confirm their agreement. Where agreement cannot be reached, the College will support the student to consider any other options open to them.

Class Timetable

- The College will provide Students with their annual programme of study and a weekly timetable for every term. The College will only make a change to the timetable if it has to, in order to benefit Students. The College will inform Students by email at least one week before making any small changes to the timetable such as changes the lesson hours. The College will consult with Students before making any other changes to the programme such as changes to unit/module and the programme content.

Programme Outline

- You will be given a Programme Outline with your offer letter, in the form of a durable pdf. The Programme Outline will give you information about the programme, the content of the units/modules, any optional modules that may be available to you. The Programme Outline will also give you some information about the methods of learning, teaching and assessment on the programme. You may also find details about the units/modules you will be studying on the [UKGC website](#).

Pathways

- Where a programme offers pathways, the College will only be able to run a specific pathway if there are enough Students enrolled on the programme. If there are not enough Students enrolling on a programme with a particular pathway, the College may need to cancel the programme. In this case, the Student will be offered the chance to join another programme with a different pathway or they will be free to cancel and withdraw from the programme without any financial penalty. Where this happens, the Student will be supported to source alternative pathway providers.

Course Closures

- If the College is unable to continue to deliver your programme for any reason, the College will enact its Course Closure Policy and try to find you a place at another college/university that offers the same or a similar programme. Students will be supported throughout the process, with timely communication.
- If the programme you are doing closes, you will be able to withdraw without financial penalty. You may also be able to get compensation according to the College's Tuition Fee, Refund and Compensation Policy.

Policies and Procedures

- The College complies with consumer protection legislation and will only make changes to policies and procedures pertinent to enrolled students if it advantages students e.g. if it is identified that any terms or conditions are unfair.

10. Your Obligations***Behaviour***

- When you enrol on a programme, you agree to treat all members of the College community with dignity and respect. You agree to behave in accordance with the expectations set out in the College's policies and procedures on the College website. You also understand that the College may take disciplinary action against you if you fail to comply with acceptable behaviour and relevant College policies. Please also see the Fitness to Study Procedure on the College website, which explains where the College may feel that studying right now may not be the best option for you.

Important Policies for Students

- Please make sure that you read the following policies and procedures:
 - Academic Appeals Policy & Procedure
 - Academic Misconduct Policy & Procedure
 - Admissions Policy & Procedure
 - Course Closure Policy
 - Data Privacy Notice and Consent Policy
 - Extenuating Circumstances Policy & Procedure
 - Fitness to Study Policy
 - HE Complaints Policy
 - Learning, Teaching & Assessment Strategy
 - Staff- Student Committee Terms of Reference
 - Student Disciplinary Policy
 - Student Engagement Policy
 - Student Privacy Notice Policy
 - Student Support and Guidance Policy
 - Tuition Fee, Refund and Compensation Policy

Contact details

- When completing the Offer of Acceptance, you agree to monitor your College email account regularly, which you will be provided with after enrolment. It is vital that you check your College email address for all communications so that you are kept up to date. You also agree to keep the College up to date with your contact information, and to notify us immediately if your contact details change.

Attendance

- When you enrol on a programme, you agree to attend and participate in all of your scheduled teaching and assessment activities. This is set out in our Attendance and Engagement Policy. In addition to the hours you need to attend classes, you are expected to study independently. You will see how many independent study hours you need to do by reading the Programme Outline.

Learning Difficulties, Disabilities or Medical Conditions

- If you know that you have any learning difficulty, disability or medical condition that can affect your ability to study, you should inform the College when you apply for the programme. The College will do everything it can to make reasonable adjustments so that Students with learning difficulties, disabilities or those with medical conditions can enrol on their chosen programme. Any delay in disclosure could result in the students' needs not being met at the start of the academic year.

Student Progress

- In order to progress in their programme Students must do the following:
 - Attend their classes
 - Submit their work by the deadlines
 - Pass their assessments and examinations

Communications

- When you enrol on a programme, you are agreeing to use the correct methods to keep in regular contact with the College. These methods include the following:

- We will give you a College email address when you enrol. You must use the College email address to communicate with the College and not your personal email address.
- You may only use your personal email to contact the College if your College email does not work properly. When it is working again, you must use your College email to communicate with the College. You may call staff by telephone if you have something urgent you need to say.
- We will give you login access to our Virtual Learning Environment (VLE). You must use the VLE to get all the important programme information, access to electronic resources and to submit your assignments by the deadlines.
- You must check your College email address and the VLE regularly to see if there are new messages. You must reply immediately to any requests for information.
- You must tell the College if you change your address, phone number or email address while enrolled on a programme.

11. Tuition Fees

- Please refer to the Tuition Fees, Refunds and Compensation Policy for further information on Tuition Fees.

Deposit

- All deposits you pay are usually non-refundable after the 14-calendar day cooling off period, this means that if you change your mind after enrolling on the programme, the deposit paid (either by you or on your behalf) cannot be refunded. Please refer to the College's Tuition Fee, Refund and Compensation Policy.

Additional Charges

- Students who submit their work for a unit/module and fail, will usually have a second chance to submit their work, with their mark capped at a pass with no extra costs. This is called resubmission or resit.
- Students who fail the resubmission may need to retake the unit and in some circumstances they may need to pay additional Tuition Fees before they can retake the assessment. See the Tuition Fees, Refunds and Compensation Policy for more information.
- It is much better for you to pass the units/modules in the first submission or the resubmission. A retake could involve additional expense and means you will probably finish the programme later than planned. Please see the College Assessment Policy for more details on resubmissions and retakes.
- There may be additional charges if you need a satisfactory Disclosure and Barring Service (DBS) check.
- There may be other charges relevant to your programme, and these will be outlined in your offer. For example, trips, visits and protective clothing. The total cost of your programme, including mandatory additional costs, are set out in the College Offer letter.

Payment

- Acceptance of these Terms and Conditions indicates agreement to be bound by the College Tuition Fee, Refund and Compensation Policy, and to pay all Tuition Fees owed to the College when they become due in accordance with the payment terms agreed.

Payment Timing

- Self-funded UK Students, who do not receive a loan from Student Finance England (SFE) should usually pay their full Tuition Fees for the academic year at the start of their

programme. Overseas Students will get the Confirmation of Acceptance of Studies Letter when they pay their full Tuition Fees for the academic year.

Instalments

- In some circumstances, the College may allow self-funded UK and Overseas Students to pay their Tuition Fees in instalments throughout the academic year. This must be agreed with the College accounts department and the details of the payment schedule will be included in the Confirmation of Acceptance of Studies Letter where relevant.

Fee Increases

- All HE fees could be subject to a RPIX increase based on the preceding September's inflation rate, but any such increase will be capped so that no continuing student will pay more than those on the first year of the same course.
- For part-time courses, the tuition fee will be per module that the student undertakes according to the following rules:
 - Students who plan to study a complete degree programme part-time pay the same total tuition fee as a full-time student.
 - Students enrolling for individual modules that are not part of a plan to complete a Foundation Degree in four years or less should pay the module price.
 - Students retaking modules in a subsequent year may be charged the module fee, based on the number of credits studied.

Non-payment

- If you do not pay your Tuition Fees on time as agreed, the College may:
 - restrict access to its premises and facilities
 - suspend or terminate your registration
 - report you to credit agencies and, if applicable, to Student Finance England.
 - Withhold certification
- If a Student fails to pay Tuition Fees by the end of their studies, the College will do all it can to find a resolution. If none can be found, the case will be referred to the Head of Operations who will seek restitution of Tuition Fees in accordance with the Tuition Fee, Refund and Compensation Policy. The Student's welfare will remain a priority and the Student may be referred to College support staff if required.
- Students may not be allowed to attend classes, submit work or take exams if they have not paid their Tuition Fees. If a Student passes their programme, they will not receive their certificate until they have paid the Student Tuition Fees they owe to the College.
- The following steps may then be taken:
 - The College will negotiate a payment plan with the Student over an agreed period of time. Full payment of Tuition Fees must be made before any reference to programme completion or certification is released.
 - The Student may agree a payment plan with UKGC, or it could be arranged through legal representatives, on a case-by-case basis. Any legal costs incurred will be added to the Tuition Fees the Student owes.
 - If Tuition Fees remain unpaid after an agreed extension period, the College will not

issue an award to the Student and may initiate legal recovery of debts outstanding.

- In all instances, Students who are unable or unwilling to pay outstanding Tuition Fees should maintain very good lines of communication with the College in order to increase the chances of reaching an amicable resolution.

Appropriation

- Unless otherwise agreed, the College shall allocate payments made to the earliest balance on the Tuition Fees account.

12. Tuition Fee, Refund & Compensation Policy

Refund eligibility

- Any student that withdraws will be charged the Tuition Fee as outlined in the Tuition Fee, Refund and Compensation Policy, with a refund made if there has been an overpayment.
- Any appeals to review fees paid should be made in writing to the Finance Manager, providing a rationale of why they believe they are entitled to a refund

Compensation eligibility

- A Student may be eligible for compensation if the College has to enact the Course Closure Plan. Any request for compensation must be made in writing to the Dean. Please refer to the Tuition Fee, Refund and Compensation Policy for more details.

13. Complaints

Concerns & Complaints

- The College welcomes feedback from applicants and Students. The College encourages Students to discuss their concerns or complaints with staff at the College informally at first (Stage One). If you are not satisfied, you can make a formal complaint in writing and the College will consider your complaint formally and give you our decision (Stage Two). If you are still not satisfied with the College decision, you can ask for a review of the complaint (Stage Three). After the review, the College will give you a Completion of Procedures Letter. If you are still not satisfied with the decision of the College, you can raise your complaint with the Completion of Procedures Letter to the Office for the Independent Adjudicator for Higher Education (OIAHE) <http://www.oiahe.org.uk>.
- We ask you to follow the three stages of making a complaint and bring any complaint to us informally first. However, if you are studying a programme the College offers in partnership with another organisation, you can complain about your experience to the relevant organisation as well. Please see the HE Complaints Policy on our website for more details.

14. Suspension

Decision to suspend

- The College may suspend a Student from his/her programme in accordance with our Non-Academic Student Disciplinary Policy and Academic Misconduct Policy.
- A Student can be suspended for the following:
 - If a Student is accused of academic misconduct (e.g. plagiarism) and the College has to investigate.
 - If a Student has been accused of, or committed non-academic misconduct and suspension is needed to investigate or the sanction.

Appeal

- A Student may appeal against a decision to suspend them. Please see the Non-Academic Student Disciplinary Policy and Academic Misconduct Policy for more information on misconduct, suspension and appeals.

15. Termination***Automatic termination***

- At the start of the second academic year, you will need to re-enrol on your programme. If you do not re-enrol on the programme by the deadline, your contract to study on the programme at the College will end automatically.

You wish to terminate

- You may terminate your contract and withdraw from the College at any time. If you do this after the end of the cooling off period (14-calendar days after enrolment), you must inform UKGC in writing by sending an email explaining why you want to withdraw to Admissions@ukgraduate.org.uk.
- After the cooling off period, your request to terminate will be based on the last date you attended. This is the information that will be used to calculate your financial position for Tuition Fees and the date we will provide to Student Finance England (SFE). This will be the date SFE use to calculate the Tuition Fee and maintenance loan you are entitled to.

Termination by the College

- The College may give you written notice to terminate this contract for any of the following reasons:
 - You owe money to the College or you have broken the rules of the Tuition Fee, Refund and Compensation Policy
 - You do not attend enough classes at the College as explained in the College Student Engagement Policy. You will receive warnings about your attendance before termination.
 - You do not make enough progress on the programme and fail to pass enough of your assignments by the deadline in accordance with the College's Assessment Policy or those of the awarding body.
 - You do not meet the Fitness to Study requirements set out in its Fitness to Study Policy.
 - Your behaviour breaks the rules set out in our Non-Academic Student Disciplinary Policy and Academic Misconduct Policy.
 - Your behaviour is considered dangerous to the health and safety of other people or yourself.
 - You commit or are convicted of a relevant criminal offence
 - You have withheld important information or provided incorrect or misleading information about yourself to the College.

Appeal against termination

- You may appeal against the decision of the College to terminate your studies by following the appeals procedures provided in the Student Disciplinary Policy, Academic Misconduct Policy and HE Complaints Policy.

16. General Data Protection Regulations 2018 and Data Protection Act 2018

- The College has implemented policies and procedures to ensure it is compliant with the General Data Protection Regulations (GDPR) 25 May 2018.

Privacy Notice

- The College has a Data Privacy Notice and Consent Policy which is on our website (<https://www.ukgraduate.org.uk/policies>) and explains how we use your personal data. Details about this are also provided to you when you apply for a place on a programme at the College. Make sure you read the Privacy Notice details before you accept an offer of a place on a programme at the College.

Information Sharing

- The College will have to give some of your personal data to the Higher Education Statistics Agency (HESA). This is so they can collect information for government bodies on applicants and Students who have enrolled onto programmes.

ATHE, City and Guild, and Pearson Students

- The College is required to provide ATHE with the following data to register learners for units and qualifications:
 - The start date (when the learners started the programme)
 - The end date (when the learners are expected to finish the programme)
 - The learner's official forename(s) and surname
 - The learner's date of birth
 - The ULN (where available)
 - Language of assessment

Student Finance England

- If you receive a loan from Student Finance England (SFE), the College will need to confirm information with SFE including all information on your attendance and progress on the programme.

Students studying a programme validated by a partner university/college

- The College is required to share all the Student data with the partner university/college, as they will need to return this data to the Office for Students. In addition to sharing the Student enrolment details, we will also need to share the following information:
 - Student attendance (which will be shared with Student Finance England if applicable)
 - Student assessment submission information, grades, applications for extenuating circumstances, academic misconduct and anything else pertinent to the Students' progress with their studies.
 - Requests to withdraw.

Right of access

- You have the right to access any personal data we keep about you at the College.

Intellectual Property

- When enrolling on a programme, a Student agrees that any intellectual property in relation to their studies is the property of the College in the first instance. The Student may request the transfer of intellectual property back to them.

Force majeure - Events beyond the control of the College

- The College will not be liable for failure to perform any obligations under the contract if such

failure is caused by any act or event beyond the College's reasonable control. This may include a fire, flood, storm, war, riot, civil unrest, act of terrorism, outbreak of epidemic or pandemic of disease, failure of electricity or other utility or transportation service.

- The College will take all reasonable steps to minimise the impact on Students learning and mitigate any impact should a force majeure occur

Withdrawal of services

- Events may occur that force the College to withdraw its services, and the College reserves the right to do this where it is considered necessary. Instances where this may be required include the following list:
- Temporary or permanent events beyond the College's reasonable control that prevent it from being able to provide a service
- An unexpected need for essential maintenance or repair work to be carried out for example on the College IT systems
- For overriding health and safety or other legal obligations
- The College is carrying out improvements or repairs to its facilities
- This list is not exhaustive and there may be other unforeseen instances where the College is forced to withdraw its services.
- The College will do all it can to mitigate the effects on Students of any withdrawals it is required to make. This will include consulting Students about changes, providing alternatives and providing Students with warnings about changes that are likely to affect them.

17. Other Important Terms

Liability

- Nothing in these Terms and Conditions shall limit the liability of the College for fraud, wilful deceit, death or personal injury where this is caused by the negligence of the College.

Third party rights

- No third party is a party to this contract and shall not have any rights to enforce any term of the contract. Only you and the College are parties to this contract.

Jurisdiction

- This contract was created by the College to explain the contract between you and the College. It only relates to the educational and related services the College provides. The contract is governed by the law of England and Wales. You and the College agree the Courts of England and Wales have full and exclusive (only) jurisdiction over it.

Consumer rights

- This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone, or in combination, infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Student's statutory rights. If you wish to obtain independent advice you may contact the Citizens Advice Bureau.

Variation

- No changes to these Terms and Conditions shall be agreed unless it is in writing and signed

by you and the College.

Updates

- The College policies and procedures are reviewed every two to three years. However, the College may make changes to its policies and procedures, when necessary, at any time. The updated policies and procedures are always provided on the College website and some key academic regulations on the College VLE.

Enforcement

- If you or the College fail or delay carrying out these Terms and Conditions, they will still be valid and enforced by you or the College at a later date.

Interpretation

- These Terms and Conditions cancel or supersede any previous agreements there may have been between you and the College. The headings used are to help you read the Terms and Conditions but are not part of the Terms and Conditions.

APPENDIX A

HIGHER EDUCATION ADMISSIONS CANCELLATION FORM

To: The UK Graduate College

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

Name of programme: -----

Course Code:

I accepted the Offer on: [Date]

Name: [Insert]

Address ([Insert]).....

.....

Signature: Date

Name: