

## Terms and Conditions relating to your offer, effective from 2018/2019

**This information is important; please read it carefully.**

These Terms and Conditions establish the basis of an agreement between Cliff College (hereafter, 'the College'), its applicants and students, and set out the rights, roles and responsibilities of both parties. This document is also available on the College's intranet.

### Fees and costs

1. The fees for your course will be as set out for your individual course and can be found at <http://www.cliffcollege.ac.uk/students/fees/>. The College reserves the right to increase tuition fees by inflation as permitted by law or Government policy in the second and subsequent years of your course. If we intend to exercise this right to increase tuition fees, we will let you know by the end of June in the academic year before the one in which we intend to exercise that right.
2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
3. You will be invoiced by the College for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have:
  - a. financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - b. an official letter from a sponsor indicating responsibility for the payment of your fees in full or part; or
  - c. you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.
4. If you are a sponsored student and your sponsor fails to pay your tuition fees, you will become responsible for payment. Once you register with us as a student, your fee status cannot change during the academic year, and can only change at the next registration point if your changed circumstances meet specific criteria. It is your responsibility to register at the College each academic year and to ensure that your tuition fees and all other expenses relating to your programme of study are paid on time.
5. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the College at enrolment or as soon as possible thereafter.
6. If you enrol on the basis that you are or will be applying for tuition fee waiver (full- or part-time), bursary or other funding source, you will be obliged to pay the full amount due if the application is not approved.
7. If you are self-funding and have to pay your own fees, payment can be made in various ways.
8. For some programmes, a non-refundable deposit is required. If this applies to you, you will be informed of this in your Offer Letter. In these cases, the amount paid will be deducted from the total tuition fee due at the start of the academic programme.
9. In addition to the annual tuition fees, you may, where applicable, be required to pay other charges or fees (e.g. for residential accommodation, travel/field trip expenses or other programme costs). We will not apply costs without informing you or consulting with you beforehand.

### Accuracy

10. By accepting the offer of a place at the College you confirm and declare that the information you have provided in support of your admission to and enrolment with the College is accurate and complete to the best of your knowledge.
11. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the College to terminate its contract with you.
12. The College requires all students to provide proof of identity and qualifications at point of registration.

### Communications to and from the College

13. The College's principal means of communication with students is email. On enrolment, you will be expected to provide the College with an email address for an account which you undertake to check regularly. All email communications from the College will be sent to that account and you are expected to use that account for all communications with the College. You are expected to check this email account regularly. Any communication sent to you by the College to this email account will be regarded as properly sent and received by you.

### Tier 4 (Student) Visa

14. If you are not a British citizen, or a citizen of one of the European Economic Area (EEA) countries, you will need a visa to study in the UK. For more information, see <https://www.gov.uk/tier-4-general-visa>.
15. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the College reserves the right to terminate its contract with you.

### College regulations

16. By accepting the offer of a place at the College you agree to comply with the provisions of all the College's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time (the 'Regulations'). The Regulations, and all documents referred to in points 17, 18 & 20 below, can be found in the [Cliff College Student Regulations and Policies folder](#) on the College website – please select the option to 'Login as a guest' when presented with the login screen.
17. Key provisions of the Regulations of which you should be aware include:
  - a. the College's expectations as regards student attendance, academic due diligence, and academic progress, as set out in the Regulations for the level of your programme of study; failure to meet these expectations may mean that you are not permitted to progress on your course
  - b. the College's rules regarding academic misconduct, which can be found in the *Academic Malpractice policy*; breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion
  - c. the College's rules regarding payment of sums due to the College; if you do not pay money that you owe to the College, the College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so (in deciding whether to do so, the College will consider all the circumstances of your case)
  - d. the College's expectations of student behaviour, as set out in the *Conduct and Discipline of Students policy and procedure*; breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the College
  - e. the College's rules regarding withdrawal and interruption of studies, as set out in the *Interruption of Study policy*
  - f. the Student Contract specifies a range of regulations that are expected of you; you will be sent this document prior to enrolment.
18. The College aims to consider all applications fairly and in line with the Regulations. However, in order to safeguard the interests of prospective students, the College, in compliance with the policy and procedures of the University of Manchester, has established an Appeals and Complaints Procedure for Applicants. Applicants will not be disadvantaged in any way if they use this *Appeals and Complaints Procedure*.

### PGT offers

19. Applicants who receive an offer of a place on the postgraduate taught programme (PGT) may commence the course within 12 months of the date the offer was made – the anniversary.
20. Applicants may only defer the commencement of registration to a date beyond the anniversary of the offer if they also submit:
  - a. a completed *PGT Deferral form D1* (available in the before the end of the 12 months and
  - b. two new references within two months of commencing study; the references may be supplied by the same referees as the ones used with the original application but they must be newly sourced and updated references.
21. If a place has not been offered 12 months after receipt of an application, due to the application being incomplete, the documents will be destroyed and a new application must be submitted if the applicant

wishes to proceed. The applicant will be contacted once, one month prior to the anniversary, to be informed of this and to be given a chance to respond. If the applicant responds wishing to proceed with the application then new references will be required (assuming they had already been supplied) in order to proceed, as per point 20b.

22. If an offered place has not been accepted 12 months after receipt of a complete application (including references) and a D1 form has not been submitted, the documents will be destroyed and a new application must be submitted in order to proceed. The applicant will be contacted once, one month prior to the anniversary, to be informed of this and to be given a chance to respond.

### **Changes to College Regulations**

23. The College reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the College this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
  - a. to review and update the Regulations to ensure they are fit for purpose
  - b. to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance
  - c. to incorporate sector guidance or best practice
  - d. to incorporate feedback from students
  - e. to aid clarity or consistency of approach.
24. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
25. The updated Regulations will be made available on the College's intranet and may be publicised by other means so that students are made aware of any changes.

### **Disclosure and Barring Service**

26. If you are offered a place on a programme that involves working with children or vulnerable adults, you will be asked to complete a Disclosure and Barring Service check before you start the programme (or your country's equivalent if you are not a UK national). There will be a charge for this, as set out in your Offer Letter.

### **Disability and Reasonable Adjustments**

27. The College is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the College to engage with you and discuss your support needs more effectively. All offers are conditional upon the College being able to implement the specific adjustments reasonably needed for you to complete your programme. The College is more likely to be able to implement such adjustments in a prompt and timely fashion if you provide notification of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the College.

### **Disclaimers**

28. The College will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the College mean that it cannot provide its educational services. Examples of such circumstances include:
  - a. industrial action by College staff or third parties
  - b. the unanticipated departure or absence of key members of College staff
  - c. power failure
  - d. acts of terrorism
  - e. damage to buildings or equipment
  - f. the acts of any governmental or local authority

- g. where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
29. 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, 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.
  30. The College will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the College's prospectus for the academic year in which you begin the course. However, the College will be entitled to make reasonable changes to the course where that will enable the College to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:
    - a. the content and syllabus of programmes, including in relation to placements
    - b. the timetable, location and number of classes
    - c. the timing, content or method of delivery of programmes of study
    - d. the examination and assessment process.
  31. In making any changes under paragraph [26], the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and 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 the course, move to another course and, if required, reasonable support to transfer to another provider.
  32. The College does not exclude or limit in any way its liability for:
    - a. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors
    - b. fraud or fraudulent misrepresentation.
  33. The College does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

### **General**

34. If any provision of the contract between you and the College is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
35. The agreement is between you and the College and only the parties can enforce the agreement between them and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
36. The agreement between you and the College is governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

### **Cancellation Rights**

#### **RIGHT TO CANCEL**

37. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire one month prior to the commencement of programme for which you have accepted the offer of a place.
38. To exercise the right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form at the end of this document, but it is not obligatory. The College is very happy for you to send an email to the Academic Registrar for this purpose ([registrar@cliffcollege.ac.uk](mailto:registrar@cliffcollege.ac.uk)).
39. To meet the cancellation deadline, it is sufficient for the College to have received your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **EFFECT OF CANCELLATION**

40. If you cancel this contract as set out above, the College will reimburse all payments received from you, less any non-refundable deposit. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

41. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

42. If you cancel the contract after the statutory cancellation period has expired, the College will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the Student Financial Agreement.

#### MODEL CANCELLATION FORM (Appendix 1)

43. In the event that you wish to cancel the contract, please fill out the form attached as Appendix 1 and send to:

Academic Registrar, Cliff College, Cliff Lane, Calver, Hope Valley, Derbyshire, S32 3XG; or

[registrar@cliffcollege.ac.uk](mailto:registrar@cliffcollege.ac.uk).

## APPENDIX 1: MODEL CANCELLATION FORM

I hereby give notice that I wish to cancel my contract with the College to study the [course title] course commencing in [insert relevant month and year].

Name of student:

Student number (if known):

Course title:

Date you accepted your offer:

Address of student:

Email address:

Signature of student (if on paper):

Date:

Please send to:

Academic Registrar, Cliff College, Cliff Lane, Calver, Hope Valley, Derbyshire, S32 3XG; or

[registrar@cliffcollege.ac.uk](mailto:registrar@cliffcollege.ac.uk).