

Terms and Conditions for Further Education Courses (Non-Fee Paying) at Askham Bryan College

IMPORTANT INFORMATION

Please read these terms and conditions (T&Cs) carefully before accepting an Offer from the College. These T&Cs contain important information about your studies with the College, and provide information about what other documents form part of the College's agreement with you (the "Agreement") for the provision of academic services to you. You may enter into other contracts with the College, including for accommodation or gym membership. These do not form part of the Agreement and will be subject to separate terms.

The College would like to draw your attention specifically to sections 5, 7 AND 8 which include important information about our rights to vary the Agreement with you (including the academic services it provides), the College's liability to you and its rights to terminate the Agreement with you.

If you have any questions about these T&Cs, or the Agreement, please contact the College to discuss before you accept an Offer from the College. You can contact the College by sending a letter to the Student Records Manager at: Askham Bryan College, York YO23 3FR, or by emailing enquiries@askham-bryan.ac.uk, or by calling the College on 01904 772277

1. Information about us

1.1 Askham Bryan College ("the College") is a specialist land-based college predominantly providing education and training for students over the age of 16 and is an exempt charity for the purposes of Part 3 of the Charities Act 2011. The College is governed by the Corporation (see <https://www.askham-bryan.ac.uk/the-college/governance> for further details) and the Corporation was established under the Further and Higher Education Act 1992 for the purpose of conducting Askham Bryan College.

1.2 The College is an education provider delivering both Further Education and Higher Education courses.

2. How is the Agreement with you formed?

(i) The College's Offer

2.1 The College will send you details of its offer to study by e-mail, or by post (the "Offer"). The Offer will provide you with important information about:

- the course you have selected to study (the "Course") together with information about other services the College provide to you under the Agreement (together the "Services");
- the duration of the Course including the period until the date of award;
- details of any conditions that may apply to the agreement with you.

(ii) Conditions that apply to the Offer

2.2 The Offer (together with the specific conditions set out in this section) may contain specific requirements for admission onto and your continued registration on the Course (the "Conditions"). You must provide the College with satisfactory evidence of your qualifications and compliance with any additional conditions when asked to do. These additional conditions may include declaration of immigration status and relevant unspent criminal convictions and health related disclosures at the time of application and throughout the life of the Agreement.

2.3 It is a condition of the Agreement with you, and of your subsequent continuation in each academic year, that you enrol for each academic year on or by the relevant dates notified by the College. It is also a condition of the Agreement with you that if you are under the age of 19 and do not have a grade 4 in Maths and/or English and the Course is funded by the Education and Skills Funding Agency (ESFA), you will be committed to working towards a Grade 4 in both qualifications. If you do not achieve this by the time the Course ends or you reach the age of 19, whichever is the sooner, your funding may be withdrawn and the College will be entitled to end the Agreement with you.

2.4 It is your responsibility to make sure that all of the information you give the College 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 and for the duration of your enrolment with the College, if longer.

If you fail to meet or fail to continue to meet any of these Conditions, or if you fail to give the College reasonable evidence that you have met these Conditions as set out in the Offer letter, the College may end the Agreement with you as set out in section 8.

(iii) What the Agreement includes

2.5 The Agreement between you and the College includes the following documents:

- the information contained in these T&Cs;
- the terms of the Offer;
- the College's policies in particular the College's Admissions Policy, the Fitness to Study Policy, the Computer User's Agreement and disciplinary procedures, further details of which are set out below and which are also available on the student intranet;
- Student Code of Conduct.

2.6 The College makes available residential accommodation for students. The offer and acceptance of a place at the College does not guarantee that you will be able to secure a place at the College's residential accommodation. **Any accommodation that you may be offered will be subject to a separate agreement.**

2.7 An offer for deferred entry to the College will be subject to the terms and conditions in force at the time of the deferred entry. An offer for deferred entry will not guarantee that the course will run in the academic year requested.

The College can make changes to the Agreement as detailed in section 5.

(iv) How the Agreement is formed

2.8 To accept the Offer, you will need to contact the College in the manner described in the Offer itself. Full details will be set out in the Offer. It will be important that you respond to the Offer within any time limits set out in the Offer. **Please check the contents of the Offer and these T&Cs carefully before accepting to make sure you are happy with them.**

2.9 The Agreement with you will be binding on you and the College when the College writes to you to confirm your place with the College following our receipt of your acceptance of the Offer. The Agreement start date will be the date of the College's communication to you. You have the right to cancel the Agreement at this time, as described below.

(v) Cancelling the Agreement

2.10 You may cancel the Agreement with the College at any time, however if you do, the College will no longer be able to provide the Services to you.

2.11 To cancel the Agreement in this way, you must inform the College of your decision to cancel the Agreement by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by contacting the College in writing to Student Records, Askham Bryan College, Askham Bryan, York YO23 3FR or by email to enquiries@askham-bryan.ac.uk. Details about how you can cancel will be provided in the Offer.

3. Our obligations to you

3.1 For the duration of the Course (which includes any assessments and/or examinations that take place after tuition has finished), the College will:

- provide the Services (including the delivery of the Course) with reasonable care and skill;
- comply in all material respects with the terms of the Agreement;
- provide accurate information about the Services;
- inform you of the Learning Programme for you within 2 weeks of you starting the Course.

3.2 You acknowledge that the College will review the Learning Programme within six weeks of your enrolment, and the College may change this to reflect the outcome of this review. Failure to achieve satisfactory marks on any examinations and assessments during this six week period could see you removed from the Course, although an alternative place may be offered to you, on another course, if appropriate.

3.3 For clarity, the Services include:

- delivery of the Course;
- first admission to relevant exams in English and Maths.

Changes to the Services and the Course may be made in accordance with section 5.

4. Your obligations

4.1 For the duration of the Course, you agree to:

- comply in all material respects to the terms of the Agreement;
- attend all timetabled sessions and sit all examinations and undertake all assessments you are required to do so as part of the Course;
- adhere to the Student Code of Conduct, and comply with the Admissions Policy in relation to disclosure of criminal convictions.

4.2 You are required to maintain and keep up-to-date your contact information with the College via the Student Records Office.

4.3 The College encourages students to take responsibility for their own health and wellbeing and seek help when you need it. However, in the event you experience problems, feel under pressure or just want to talk to someone during your time at the College, the College provides a Student Wellbeing Co-ordinator to support you should you feel you need help.

5. How the College may change the Agreement including the Services

5.1 The College reserves the right from time to time to make variations to the Agreement as specified in this section 5.

5.2 Whilst the College will always try and minimise making any changes to the Agreement (including changes to the Services and/or Course) there may be times where changes are needed. This section describes the circumstances when the College can make changes, as well as providing you with further information about what to do where the College looks to make such changes.

5.3 If any information that the College may have given to you at the time you were researching and making an application for the Course changes by the time the College send out the Offer, the College will highlight details of those changes in the Offer. By accepting the Offer, you will be confirming that you are accepting the Offer on the basis of the changes documented in the Offer.

5.4 Examples of changes that the College may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in the College's academic or student support staff;
- where the College advised that the Course was subject to minimum enrolment numbers at the time the Course was advertised, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, the College may need to combine, alter or discontinue a Course;

- changes that are required by law and/or as a result of a regulatory requirement that the College, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and/or teaching provided on the Course;
- unavoidable changes to the College's resources and facilities.

(i) Changes after you have entered into the Agreement with the College

5.5 Where the College needs to make changes to the Agreement (including its courses and Services) after the Agreement has been formed, the College will, in each case, assess the potential impact of any such change on students and will follow the principles set out in this section. The College is always looking to improve and enhance students' experience, and the College will consult with students throughout their studies, as well as consulting with teaching staff, and will actively seek feedback from these groups about how the College can improve its service delivery to students.

5.6 The circumstances described in section 5.7 are not the only ones that may arise during your studies with the College, but these will give you some context as to when the College may need to amend the Agreement (including the Services and Course).

When the College can make changes to the Agreement

5.7 The College can make changes to the Agreement (including to the Services and/or Course and/or to provision of resources and facilities and or to policies and or procedures):

- to reflect changes in the law and/or regulatory, professional and/or statutory body requirements;
- as required by law, government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the ESFA and/or any other funding body;
- to comply with a requirement of an awarding body or a placement provider;
- to deal with unavoidable changes in academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector, awarding-body and/or good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards or requirements;
- in response to a fall in current and/or future enrolment numbers;
- as a result of withdrawal of any relevant accreditation;
- as a result of the review conducted within six weeks of your commencement of the Course;
- or for any other valid reason.

5.8 The illustrative reasons in section 5.7 above may result in a number of different changes being made by the College in response to the relevant circumstances. The College has set out in this section some examples of these responses, to help you understand what such changes may mean for you in practice. The College has done this by referring to those examples using the headings "major changes" and "minor changes".

(i) *Minor Changes (non-exhaustive list of examples)*

- reasonable changes to the timetable for delivery of the Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- changes to the location of the teaching facilities used to deliver the Course, provided these are within the same campus and/or provided they are of equivalent quality as those advertised in the College's literature;
- additions and/or withdrawals of certain non-core modules on the Course;
- changes to reading lists to deal with changes in the relevant subject area relating to the Course to ensure the same remains as up to date as possible;
- procedural changes to the Student Handbook that help improve the same to your benefit;
- reasonable changes to facilities and resources.

(ii) Major Changes (non-exhaustive list of examples)

- changes to the way that the College teaches, supervises and/or assesses the Course, including without limitation, to ensure that the College is continuing to provide that Course to you lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory modules on the Course;
- to implement more significant adjustments to courses;
- changing security procedures to such an extent as may materially impact on the way that you previously acted when on campus;
- significant changes to the location or specification of the Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus;
- to make significant changes to the Student Handbook that help improve them;
- unavoidable significant changes to resources and facilities

How the College will tell you about changes to the Agreement

5.9 For minor changes, the College will notify you of any amendments via your College e-mail address and via the student intranet providing you with as much notice as is in the College's view appropriate in the circumstances. Where possible, the College will look to provide you with notice in advance, but this may not always be possible.

5.10 For major changes, the College will notify you via your College e-mail as soon as possible, and in any event, generally no later than one month before the College are due to make the relevant change.

(ii) Withdrawal or cancellation of Courses

5.11 There may be times where the College needs to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other courses of study, if such action is reasonably considered to be necessary by the College in the context of its wider purposes. If the College decides to take any such action prior to you accepting the Offer then the College will use reasonable endeavours to notify you in advance.

5.12 There may also be times where the College needs to discontinue the Course or to merge or combine the Course with other courses. This may be as a result of one of the reasons set out in section 5.7 or for another valid reason not specified in section 5.7.

5.13 If either sections 5.11 and or 5.12 apply, the College will take reasonable steps to seek to:

- offer you a place on an alternative course at the College as appropriate (subject to availability and you complying with the requirements of admission to and registration on that course); or
- (at your request) assist you to join another course at another institution.

6. How the College manage your data and protect your privacy

6.1 Askham Bryan College is required under the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018 to provide you with details of why it collects your personal data, what the College does with it, who the College shares it with and why and how long the College intends to keep it. The data you provide including in some cases, special category (or "sensitive") data, will be stored and processed by the College to support your enrolment and provision of education. By signing these T&Cs you agree to the College processing your personal and special category data in this way.

6.2 The College holds personal data in accordance with the College data retention policy which is available at <https://www.askham-bryan.ac.uk/the-college/college-policies>. All data will remain at all times within the UK and European Economic Area ("EEA") unless otherwise necessary for the performance of the Contract.

6.3 You can withdraw consent for this processing at any time (though this may have consequences for enrolment and the College's ability to provide you with the Services).

6.4 Concerns can be reported to the College Data Protection Officer (judith.clapham@askham-bryan.ac.uk) and complaints made to the ICO <https://ico.org.uk/concerns/>.

7. How the Agreement may be ended or suspended

(i) How the College may end the Agreement

7.1 The Agreement will automatically end once you complete the Course, which includes graduation, if you decide to attend, or earlier in accordance with the provisions of this section 7.

7.2 The College may end the Agreement on notice to you in the following circumstances:

- if you do not enrol or re-enrol onto the Course by the relevant enrolment or re-enrolment date;
- if any of the Conditions set out in the Offer are not met, or cease to be met at any time after the date that the Agreement is formed;
- if you fail to comply in a material manner with any obligations you have under the Agreement, or if you are in persistent breach of your obligations under the Agreement;
- if it becomes apparent that the information you have provided to the College during your application or at any stage during the term of the Agreement is false, incomplete, incorrect or misleading;
- if between accepting the Offer and starting the Course, there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on the Course;
- if you fail to comply with a request for information, or to make declarations that the College may reasonably require you to make during your admission to and enrolment on the Course;
- where your circumstances change in relation to your health or criminal convictions in such a manner that would make it appropriate for the College to do so;
- your circumstances changing so that you no longer have permission to remain in the UK;
- you acquiring a relevant criminal conviction;
- if the College takes disciplinary action against you in accordance with the relevant disciplinary procedure and where the College determines as a result of that procedure that you are no longer able to continue with the Course;
- where you are in material breach of any of the regulations, policies, procedures and/or codes of conduct, such as, but not limited to the College's policies on academic misconduct and attendance;
- if you are expelled or dismissed from any institution or organisation other than the College which you are required to attend or be a member of as part of the Course and/or your enrolment with the College;
- as a result of the application of the Fitness to Study Policy, which is available on the student intranet;
- if the College campus or any party of the campus closes;
- if the College is no longer authorised and/or otherwise legally able to deliver the Course as anticipated at the time of the Offer;
- for any other reason that in the College's reasonable discretion, means that your continued attendance at the College is inappropriate or unsafe either for yourself or for your fellow students and/or College staff and/or users of the College's facilities;
- and/or where the College is no longer able to provide the Course and Services to you.

(ii) Consequences of the College ending the Agreement

7.3 If the College ends the Agreement, the following will apply:

- you will no longer be able to attend the Course and you must leave the campus;
- you must return any property belonging to the College as directed;
- **if you are a residential student, the College will also be entitled to end your accommodation agreement;**
- **any conditions imposed as the result of any material breach of any policies may prevent your return to College for a specified time or at all.**

8. The College's liability to you

(i) What the College are responsible to you for

8.1 If the College fails to comply with its obligations under the Agreement, the College is responsible for loss or damage you suffer that is a foreseeable result of its breach of the Agreement or its negligence, but the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the College's breach or if they were contemplated by you and the College at the time the Agreement was entered into.

(i) What the College are not responsible to you for

8.2 The College also cannot be liable in situations where it is clear or has been made clear to you by the College that you need to take responsibility.

8.3 The College cannot accept responsibility and expressly excludes liability to the full extent permissible by law, for damage to or theft of personal property on College premises, unless it has been negligent. The College will not be responsible to you for any of the following, unless it has been negligent:

- damage to or theft of vehicles and bicycles parked on College property;
- damage to or theft of computer equipment (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising voluntary sporting activity;
- personal injury or death except if caused by the negligence of College staff;
- loss of opportunity, loss of employment opportunities and loss of income or profit, however arising.

8.4 The College does not exclude or limit in any way its liability for:

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

(ii) Events outside of the College's reasonable control

8.5 Whilst the College undertakes to take all reasonable steps to provide the Course and the Services with reasonable care and skill, the College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Services arising from circumstances beyond the College's reasonable control.

8.6 Events beyond the College's reasonable control include, but are not limited to:

- earthquake;
- flood;
- terrorism;
- storm;
- act of God or of public enemies;
- national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;
- industrial disputes (including those which may involve its own staff);
- telecommunications failure;
- interruption of services rendered by any public utility, but not where the same has arisen as a result of the College's breach of any contract or obligation owing to that public utility;
- or interference from any local, national or supra-national government agency or official.

8.7 The College will always look at ways that it can seek to minimise the disruption this may cause you, but will only have to take reasonable steps to do so.

9. Complaints

- 9.1 In the event that you wish to make a formal complaint in accordance with the College's Customer Services and Complaints Policy QA7, you should contact, in writing the PA to the Campus Principal. An investigation shall be conducted and responded to, where possible, within 10 working days.
- 9.2 In the event that you are not satisfied with the initial reply you receive, you should contact, in writing the Chief Executive Officer, within 10 days of the date of the decision.

10. Other important terms

- 10.1 Each section of these T&Cs operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 10.2 Any notice or other communication made under these T&Cs shall be in writing and addressed to you at the last email or postal address notified by you to the College, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).
- 10.3 If you breach the terms of the Agreement and the College chooses not to insist that you perform any of your obligations under the Agreement, or if the College does not enforce its rights against you, or if the College delays in doing so, that does not mean that the College have waived its rights against you and will not mean that you do not have to comply with those obligations.
- 10.4 The Agreement is between you and the College. No other person will have any rights to enforce any of its terms.
- 10.5 The Agreement is governed by English law. You and the College both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under the Agreement. 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.

Schedule of Policies and Procedures

The following policies, procedures and guidance will apply to your period of study here at the College; but please note that this is a non-exhaustive list. College policies, procedures and guidance are updated regularly and apply to all students studying at the College in all years of study. The detailed arrangements, which are accessible via the College website and student intranet, are subject to periodic review, through approved decision making processes involving the Senior Management Team and the Executive.

The College reserves the right to make changes to these documents at any time if necessary, for example, it is required in order to comply with changes to the law, governmental policy, guidance or to take account of a ruling by a court or similar body; comply with any changes required by the Department for Education or any successor or other relevant regulatory or funding body; implement new methods or improvements to the provision of services; to assist in the delivery of services; to incorporate good practice or sector guidance; to ensure fitness for purpose; to correct errors.

Such changes will normally be brought into effect for the following academic year, although it may be necessary to introduce changes earlier, for example, to comply with a change in the law or where the change is in the interests of students. The College will upload the updated version of the document to the College website and student intranet, as soon as reasonably practicable.

College Charter and Code of Practice
Code of Practice for Student Union
SCA1 Procedure for Reporting Illness of Residential Students
SCA2 Student Disciplinary Policy
SCA2B Student Disciplinary Procedure
SCA3 Procedure for Dealing with Accidents and Sudden Illness at College
SCA5 Accommodation Policy
SCA6 Safeguarding Policy
SCA6A Keeping Children Safe in Education Part 1
SCA6B Safeguarding Procedures
SCA8 Guide to the Facilities and Support for Disabled Students (Disability Statement)
SCA9 Peer on Peer Abuse (Students) Policy
SCA9A Peer on Peer Abuse (Students) Procedure
SCA13 Drugs, Alcohol and other Intoxicating Substances
SCA14 Academic Misconduct
SCA29 Learner Voice
SCA32 Screening and searching students for weapons
SCA36 Student Fitness to Study

FIN7 Fees policy
FIN21 Refunds Policy
FIN23 Student Payment & Collection Policy

GA23 Data Protection Policy
GA24 Subject Access Request Policy
GA26 Data Sharing Policy
GA28 Data Retention Policy
GA30 Breach Detection and Reporting Policy
GA32 Data Subjects Rights Policy

Health and Safety Policy and associated policies and procedures

RE12 Acceptable use of information and communication technologies
RE15 Information Security
RE16 E-Safety
RE17 LRC Rules and Regulations
GA34 Freedom of Speech Code of Practice
QA7 Customer Service and Complaints Procedure