

Terms and Conditions of Admission to Courses at Askham Bryan College

You will enter into a contract with the College when you accept an offer of a place. Your acceptance of the offer of a place is subject to your acceptance of the terms and conditions set out below.

The Terms and Conditions of Admission apply to all the College's students irrespective of the mode and place of study. In the event of any inconsistency, the terms and conditions take precedence over any other advice or information offered by a member of the College's staff or its publications. The Terms and Conditions of Admission may be varied by the College from time to time both before and after enrolment at the College. Such changes will normally be made in response to changes in legal obligations, national guidance or improvements to College programmes or services

Enquiries about these terms and conditions should be sent to the Student Records Manager, Askham Bryan College, York YO23 3FR, 01904 772217

1. As a condition of enrolment, you will be expected to comply with the College's regulations and disciplinary procedures and the regulations of the College's validating bodies. Significant areas of regulation and disciplinary procedures apply to the following:

- assessment and progression
- conduct
- student discipline
- appeals and complaints
- financial commitments to the College
- data protection
- the use of library and IT facilities
- health and safety
- accommodation.

Information on these procedures is available from Student Support Services at the York Campus.

2. The College will do its best to deliver programmes of study as set out in the relevant prospectus. Prospectuses are prepared during the year prior to enrolment. The College's courses are kept continually under review, it is inevitable, therefore, that changes may occur. These may arise from academic review, staff changes, external requirements or resource constraints. The College reserves the right to:

- vary the content, methods of delivery, assessment or location/campus of programme. Such changes may occur either before or after admission to the programme of study.
- withdraw or discontinue a programme. A programme will not normally be withdrawn after entry to the College. If a programme must be withdrawn after an offer has been accepted but before entry to the College, the College will make reasonable effort to provide a suitable alternative programme at the College or to assist application to an alternative programme at another institution.

In either case, if a suitable alternative programme is not available, the student may withdraw and a refund of any course fees already paid will be made.

3. The College considers all applications for entry to its programmes according to the guidance provided in the prospectus and on the merits of the applicant. The criteria for selection may vary from time to time.

4. The College reserves the right to refuse admission to a programme of study if false, incomplete or misleading information is provided as part of the admissions process. This also applies if your circumstances change prior to your enrolment such that, in the Principal's view, it is inappropriate to admit you to your programme of study. In the case of information relating to health or criminal conviction, failure to comply with requests for information or supply of false information may lead to the termination of your programme of study at the College.

5. 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 programme will run in the academic year requested.

6. The College provides residential accommodation. The offer and acceptance of a place at the College does not imply a guarantee of College residential accommodation.

7. The College reserves the right from time to time to make variations to or withdraw facilities and services and amend charges for its facilities and services.

8. You have a contractual obligation to pay the fees charged by the College for the delivery of its programme when you accept the offer of a place. The fees charged by the College may include tuition fees, and course registration/examination fees, and residential fees where appropriate. You may, in addition be charged additional costs specified for your programme of study. You will be personally responsible for the payment of fees, even where payment will be undertaken by a third party such as a local education authority, Student Loan Company or a sponsor.

9. You should note that:

if you do not pay tuition fees by the date specified by the College, the College reserves the right to discontinue your programme of study.

if you leave your programme of study during the academic year, you will be required to pay the tuition fees liability specified for your course. If your course is a higher education course, fees for the whole year are payable if you leave after 1st December each year. If you withdraw early your Local Education Authority may not pay your fees. If your course is a further education course your tuition fee liability will depend on the census date determined by the Learning and Skills Council.

if you are in debt to the College at the end of the academic year, the College reserves the right to decline to permit you to re-enrol for the following year of study until the debt is paid. This will include (but is not limited to) unpaid tuition fees, accommodation or library-fines

if you are in debt to the College at the end of the academic year, the College will not permit you to attend any awards ceremony, provide any letter of confirmation of award until the debt is paid. This will include (but is not limited to) unpaid tuition fees, fees for residential accommodation and library fees/fines.

if you have broken the terms of your Terms and Conditions of Occupation of Residence the College may refuse a place in residence in the next academic year, or require payment of residential fees in advance of taking up occupancy.

10. The College is registered under the Data Protection Act to hold personal information about its students, applicants for its programmes or persons enquiring about its programmes and services. Such data will be held and processed strictly for the purposes stated in line with the requirements of the Act. As a condition of enrolment, you will be required to provide such data as are required for course administration and for the purposes of statutory returns to funding bodies or equivalent organisations. You will also be required to contribute to the maintenance of the accuracy of data held about you.

11. 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

- 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 from arising from voluntary sporting activity;
- personal injury or death except if caused by the negligence of College staff.

12. Neither party shall be liable to each other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. For the purposes of this contract causes beyond reasonable control will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including the labour disputes of a third party) and act of God.

13. Where the College delivers a programme of study in conjunction with a partner organisation, information on the delivery of admissions, learning and teaching, learning resources, student support and disciplinary procedures will be as specified in the partnership agreement between the College and its partners. Where responsibility rests with the partner organisation, the College excludes liability to the full extent permissible under the law for failure by the partner organisation to carry out such responsibilities, for the negligent acts or omissions of its staff or for circumstances beyond the partner organisations control which prevent or limit the performance of its obligations.