

Higher Education Student Contract 2023/2024

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HE STUDENT CONTRACT

Introduction

This contract sets out the terms and conditions of study in 2023/24 on courses at L4 and higher, offered by Capital City College Group (CCCG or “the College”), legal name The WKCIC Group incorporating Westminster Kingsway College (WestKing), City and Islington College (Candi), The College of Haringey, Enfield and North East London (Conel) and Capital City College Training (CCCT). The College’s HE programmes are delivered in partnership with Awarding Organisations and Universities.

Terms and Conditions

In outlining the terms and conditions in this contract, we have tried to ensure they are written in plain and intelligible language so that you understand them and understand how they affect your rights and obligations and how the terms could impact on you.

You should read this contract carefully before accepting your offer of a place.

However, if you have trouble accessing any of the information or are unclear about any of our terms and conditions then please contact us by emailing your College of study as below. The team will provide you with any additional information, advice, and guidance you may need.

City & Islington College: He.degrees@candi.ac.uk

The College of Haringey, Enfield and North East London: HEInformation@conel.ac.uk

Westminster Kingsway College: heinfo@westking.ac.uk

Before you accept the offer of a place or complete your enrolment you need to familiarise yourself not only with this contract and the regulations, policies and procedures referenced within it.

Course Offer

The College is delighted to have been able to offer you a place on a course, please read the information below if you have a conditional offer. If you accept this offer the College is contractually obliged to deliver the course as advertised to you. By accepting our offer, you will be subject to any conditions that are stated in your offer letter and the terms and conditions of this contract and the regulations of the Awarding Organisation. You will find more details, including the regulations, in the Course Handbook and on the intranet site when you enrol.

Meeting the conditions of your offer

You may have to meet entry conditions as part of your offer. Please ensure that you understand these conditions prior to acceptance. It is your responsibility to ensure that all results are received prior to your enrolment. The College may choose to defer or withdraw your offer of a place if we do not receive your results.

For prescribed Higher Education (HE) courses only, your results are sent to the college by UCAS. Where results are not received from UCAS you will have to supply these yourself; you are advised to familiarise yourself with the list on the UCAS website (<https://www.ucas.com>). If you have any questions, please contact us.

If you fail to meet the conditions of entry this does not necessarily mean that you will not get your place; we review all such instances on a case-by-case basis.

Changes to your place or cancellation prior to enrolment

If you choose to accept your offer of a place at the College, you have a right to cancel within 14 days of accepting. You can do this by emailing:

City & Islington College: He.degrees@candi.ac.uk

The College of Haringey, Enfield and North East London: HEInformation@conel.ac.uk

Westminster Kingsway College: heinfo@westking.ac.uk

For applications via UCAS you can make changes to your type of acceptance (i.e. from Insurance to Firm) by e-mailing the applicable College team above. We want you to be confident and happy with any decision you make regarding your course. If you change your mind after 14 days, the College may still be able to consider any change requests.

Enrolment and fees

You will be invited to enrol on your course from July to early September, depending on whether you are waiting for A-Level or any other results as a condition of entry to your course.

If you are paying your fees via a Student Finance England (SFE) loan, we will start to claim your fees once we register you with the Awarding Body for your qualification and you are in attendance for at least two weeks. We will confirm your registration to Student Finance England to release your Maintenance Loan once we see that your enrolment is complete, this includes returning a signed copy of this contract to us, and you have at least one positive attendance mark on your registers. Positive attendance does not include Freshers' Week or your induction day/s. We recommend that you have funding available to tide you over the first few weeks of term.

If you have not already applied for student finance through Student Finance England (SFE), please ask your reception team for information on your course. Whilst you will study at your preferred college, we are known at SFE as *The WKCIC Group*.

If you are required to send off any documents, they need to be originals and not photocopies. You also need to send your bank details and declaration of signature. Further information on SFE loans is available here: <https://www.gov.uk/student-finance>

If you are self-funding, you may be eligible to pay your fees through an instalment plan. The first instalment is due to be paid on the day of your enrolment. For further information please refer to our CCCG Fees Policy.

Please note: if you have studied a higher education course anywhere in the world including the UK and either self-funded it, were sponsored, or had a tuition fee loan **you may not be eligible for a tuition fee loan for your course with us**. This includes but is not limited to a Higher National Certificate/Diploma/Foundation Degree/Bachelor's Degree or Post Graduate Degree. Please contact Student Finance England (SFE) on 0300 100 0607 to discuss your eligibility.

If you run into difficulty when applying for a tuition fee loan, please let us know and we will do our best to assist you.

Sponsor payments

If your fees are being paid by a sponsor we require a letter on headed paper, indicating how much your sponsor is paying towards your course, your details and student reference number. This letter needs to be signed by your sponsor and dated. We cannot offer an instalment plan to sponsors.

Fee payment responsibility

You are ultimately responsible for making sure that all fees due are paid, including tuition fees, even if a third party is sponsoring your studies, or you have applied for a student loan.

As part of this contract, you agree to pay or make acceptable arrangements to pay the College all deposits, fees, charges, and expenses when these are due. The College will publish information on deposits, fees, charges, and expenses that are required for your course and the dates that these need to be paid. If you have a student tuition fee loan, Student Finance England will pay the College directly. If you are not in receipt of a student tuition fee loan, then you will need to pay these fees yourself in line with any instalment plan that we set up for you.

Please see the Fees Policy for more information which is available from the Capital City College Group website: <https://www.capitalccg.ac.uk/about-us/policies-reports-and-strategies>

If you have genuine concerns about not being able to meet your tuition fee payments, please contact the Head of Student Administration and Fees who may be able to renegotiate an instalment plan for you.

If you fail to pay fees or charges when they are due, or make payments under an agreed instalment plan, the College may impose sanctions, including:

- Withdrawing your right to pay your fees by instalment;
- Not paying you any bursaries or scholarships due to you;
- Withdrawing your access to College facilities;
- Withdrawing you from your course and terminating this contract;
- Not allowing you to enrol onto future academic years; and/or
- Referring any debt to an external debt collector.

Please note, when you are withdrawn from your course, even for a short period, you will miss vital parts of your learning, which in turn may mean you have to study for longer and may incur extra costs. These may not be covered by your student loan.

If you fail to pay library fees when they are due, the College may also impose sanctions, including:

- Making charges for replacement of items; and
- Preventing you from borrowing new items or renewing old items.

Fees and Deposits and non-payments (tuition and/or library) and additional charges

Tuition fees are charged for each year of your course; specific course fees can be found on our website. This fee covers educational and related services such as teaching and tutorials whether on-site, remote or in a virtual learning environment, access to learning, assessment of submitted work, technical and practical resources (depending on course), support and welfare provision, membership of students' union, access to IT Network, including remote network, access to learning resource centres, and other student services. Some courses will incur additional costs which are not covered by your tuition fee, this information can be found on our website.

Bursaries

Some bursaries may be available at the College for students who find themselves in financial hardship during their studies. Students can apply for a bursary independently. Further information about these bursaries is available from the Learner Support teams. Please be aware, bursary payments may stop, or repayment may be required if you are suspended from, or leave, your course early.

If you are in receipt of benefits and you apply for a bursary you may have to declare this to your DWP Advisor. We recommend you contact them to discuss.

Deferrals

If you wish to postpone your start at the College, you will need to contact the Team above at section 4 to discuss. Deferral is normally only available to students who have met their conditions of offer, is usually for one year and for courses that will run the following academic year. Please refer to our Admissions Policy available at: <https://www.capitalccg.ac.uk/about-us/policies-reports-and-strategies>

Changes to your course prior to enrolment

Changes to your course will only be made in exceptional circumstances, for example, to meet requirements of the Awarding Institution and any other external accrediting and professional bodies. If we make changes, we will give you advance warning in writing and seek your express agreement.

Course closures prior to enrolment

Occasionally, circumstances outside of the College's control may result in the closure of a course prior to enrolment. In the event of this happening the College will notify you as soon as reasonably possible. The College will:

- try and offer you a suitable alternative course if you meet the selection criteria;
- refer you to a comparable higher education institution that offers your choice of course; and/or
- allow you to defer your application to the following year, if appropriate.

If you do not wish to accept a replacement course offered by the College, you are entitled to withdraw your application. You need to contact us within fourteen days of this new offer to confirm you are withdrawing. Further information is available at:

<https://www.capitalccg.ac.uk/about-us/policies-reports-and-strategies>

Course closures post enrolment

Occasionally, due to unforeseen circumstances we may have to close a course once you have enrolled. In the event of this happening, we will:

- discuss with you the reasons why
- try to arrange a suitable alternative programme of study with us; or
- work with you to transfer your higher education enrolment to a partner university

If you decide not to accept a change of course with us, you will:

- be refunded for any fees you have paid; or
- your student loan will be cancelled by the College with SFE

Please refer to our CCCG Fees Policy and Student Protection Policy for further information on course closures post enrolment.

Fraudulent Applications

If we believe your application is misleading or fraudulent, we may withdraw or change an offer of a place or terminate this contract (if your course has already commenced). We will tell you if we do this.

Fraudulent applications are applications submitted with the intent of securing a place on a course by deception. This can include and is not restricted to:

- misleading information given on an application or the omission of relevant information
- provision of false or falsified documents in support of applications, such as references or certificates; and
- plagiarism of information submitted in support of your application, for example, in a personal statement

Any applicant whose offer is withdrawn or whose contract is terminated for such a reason has the right to appeal against the decision and should refer to the appeals procedure within the HE Admissions Policy.

Any applicant withdrawn from the admissions cycle by UCAS must appeal direct to UCAS.

Where it is felt that further information is required when considering applications or applications are suspected of fraud, the College reserves the right to contact the applicant, their referee, employer, school and/or UCAS to gather additional information as required.

In the event of a fraudulent application, we reserve the right to charge you tuition fees up to the date that we withdraw you.

Cancellation by the College

The College will be entitled to terminate this contract and cancel your enrolment if any of the following occur:

- you fail to comply with any College policies, rules, and procedures
- you make a fraudulent application or at any time provide any other information to the College or UCAS in a fraudulent manner
- you breach any part of this contract in a material way and do not remedy the situation within 30 days of being asked to do so by the College in writing
- you do not comply with the College's Fees Policy
- the College becomes aware of any changes to your situation or the information relating to you which means that you are no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme
- you no longer meet immigration requirements
- you have or receive a criminal conviction or caution, or the College receives a negative response from the Disclosure and Barring Service, which, in the reasonable opinion of the College, makes it inappropriate for you to remain on the programme
- you fail to reveal a relevant criminal conviction. Please refer to our Group Criminal Conviction Policy available on the CCCG website.
- you are considered under the CollegFitness to Study procedure to not be fit to study; or
- your enrolment and registration are not completed satisfactorily, including not providing evidence of residency or your proof of residency expiring during your programme of study, and you have not renewed it

Student Rules, Policies & Procedures

You must always follow and comply with every aspect of all College policies, rules, and procedures. A serious breach of any such policy, rule or procedure may result in the College terminating this contract and withdrawing your enrolment.

In the event of a breach of any such policy, rule, or procedure we reserve the right to charge you tuition fees up to the date that we withdraw you.

Academic Misconduct

CCCG and its awarding bodies take incidences of Academic Misconduct very seriously and therefore makes considerable effort to help students understand the issue and how to avoid being suspected of and committing these offences. Academic Misconduct covers all forms of malpractice in assessment, including:

- directly copying or paraphrasing the work of others and presenting it as your own (plagiarism)
- getting someone else or using essay writing software to produce all or part of your work
- working with other students to produce work and submitting it as your own individual work
- copying another student's work with or without permission
- knowingly allowing a student to copy your work
- resubmitting previously graded work
- using forbidden notes or books in producing work or tests
- presenting work downloaded from the internet/online sources as your own
- fabrication of results (including experiments, research, interviews, observations)
- deliberate destruction of another student's work

CCCG takes measures to ensure that plagiarism is detected, for example, through the use of plagiarism detection software such as Turnitin and will undertake an investigation and subsequently any disciplinary action deemed appropriate.

When submitting an assignment for assessment, you will sign to confirm that all work you have submitted is your own, so it is important that you read the guidance provided in your programme handbook and ask your tutor if you are unclear about what is meant by Academic Misconduct.

If you are caught cheating, you may face penalties such as disqualification from the module or even the entire qualification.

Cases of Academic Misconduct are also reported to our awarding bodies who may take further action.

Fitness to Study

Where there is cause for concern that a student is not fit to study due to disability or ill health then the Fitness to Study Policy will be implemented, which may result in refusal of a place or continuing study.

If you have applied for a professional course such as Counselling or a Teaching qualification, you may be subject to fitness to practice or teaching regulations; this will be identified within the application process.

All applicants are required to declare unspent criminal convictions. For professional courses (Counselling, Teacher Training) you will require an Enhanced Check with the Disclosure and Barring Service as part of their conditions of offer.

Changes to Modules or Programmes after Enrolment

Once you have accepted an offer from the College, we will use all reasonable endeavours to deliver your module or programme as it was described at the time of the offer being made to you.

The College will not normally make material changes to modules or programmes that students have agreed to study except where the changes will benefit the student experience or changes are necessary due to circumstances outside of the control of the College. Where material changes are necessary or proposed, student representatives will be consulted, and the College will provide appropriate support and guidance.

The College endeavours to deliver programmes in accordance with published documentation. It may be necessary for the College to institute material changes or amend programmes from time to time. In the event of any substantial variation, you may withdraw from the contract on written notice to the College. Upon our receipt of such notice, the College will refund any deposit or fee on a pro-rata basis for unexpired period of the year for which such deposit or fee has been paid in advance. This also applies if you are paying your fees with an SFE loan.

Full details of how the College will work with you to ensure continuation of studies or offer refunds or compensation when necessary are explained in detail in the Student Protection Plan on the CCCG website.

Withdrawing or suspending after enrolment

If personal circumstances prevent you from continuing with your studies, you may be able to suspend (Break in Learning) or withdraw from your studies. Suspending means stopping your studies for the year and resuming your studies at an appropriate point in the following academic year, usually within 364 days. If you wish to suspend your studies, you will need to comply with the relevant awarding University processes or complete a Break in Learning form for Pearson Higher National Programmes. This is also subject to the programme of study running the following academic year.

If you are studying on a HNC/FdA/BA/BSc and you withdraw or suspend your studies with us, it may affect how many years you can get a student tuition fee loan for. You may also be required to repay any overpayment of maintenance loans, grants, scholarships, or bursaries that have been awarded to you. It is important to consider this when deciding whether to withdraw or suspend your studies. Please contact our Head of Student Administration and Fees or Student Finance England to discuss this further.

If you suspend or withdraw from the College, you will need to pay tuition fees up to the end of the term in which you withdraw. If you have paid more fees than are due to us, we will refund them. Please note that there is a 14-day cancellation period from enrolment where a refund will be issued, minus any administrative charges if you withdraw from your course. After 14 days students are liable to pay fees depending on which term they withdraw. For full information please see the Fees Policy, available via the CCCG website.

Where a withdrawn or suspended student is in receipt of a student tuition fee loan, the College will contact the Student Loans Company, who will determine your loan liability.

If you return, following suspension of your studies, we will deduct any fees you have paid from your suspended year of study and only charge you the balance of fees.

If you return to College in a new/different academic year you will need to reapply to SFE for the full amount of tuition fee loan for that year. SFE will then adjust how much we are entitled to.

If you do not return, the College retains the fees paid up to the point of your break in learning/suspension. We will then withdraw you from our student system and with SFE.

The College reserves the right to ask you to pay the full course fee.

Use of Services (including temporary closure)

As a College student you have access to a range of services including careers services, the libraries and IT services. On occasions these services may be unavailable due to unforeseen circumstances or essential maintenance or upgrading of technology. Where possible, the College will take reasonable steps to inform you of any temporary loss or disruption of service and the College will take every reasonable care not to disrupt your learning.

Ownership of work

Academic work that you produce will be owned by you. Exceptions to this may be if you are working with a third party or the College on, for example, a research project, which is being sponsored or funded by the third party or the College. Intellectual property in your work in these cases could be owned by the third party or the College.

Liability

The College takes reasonable care to ensure that you as a student are safe and secure whilst on campus and/or using the College's services. The College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property, which includes computers and software. You are strongly advised to insure your property against theft and other risks.

The College will not be held responsible for any injury to you (financial or otherwise) or for any loss or damage to your property caused by any person who is not an employee, student, or subcontractor of the College.

The College will not be liable if we fail to carry out our responsibilities as stated in this contract if events are outside of our control. This includes but is not exclusive to war, terrorist attack, civil commotion, riot, fire, explosions, natural disasters such as earthquake, flood and adverse weather, failure of public or private telecommunications networks or power outages.

In the event of any of the above happening the College will take reasonable steps to contact you and will re-institute our contractual obligations as soon as reasonably possible after the event.

Personal Data & Student Information

You agree that all the information contained in your application for an offer, and any additional information that you provide to the College at any time, is true, accurate and complete at the time you gave the information, and, in respect of an offer, it was true, accurate and complete at the time you accepted the offer. You agree to inform the College as soon as possible if any of this information or any of your personal details or circumstances change, including, for example, anything that leads to your non-attendance at lectures, seminars, or other scheduled programme activity; anything that may impact upon your health; or any criminal conviction or caution.

All personal information provided by you to the College is processed in accordance with relevant legislation, including UK-GDPR guidelines.

The College is required to provide data about students to third parties for legal and operational purposes. This may include: The Higher Education in Further Education Student Survey (HEIFES), Individual Learner Record (ILR) returns, The Office for Students (OfS), Higher Education Statistics Agency (HESA) for Graduate Outcomes survey, The Office of the Independent Adjudicator (OIA), local authorities, the Home Office, Student Loans Company, Awarding Organisations, external teaching venues, UCAS and service providers.

Where an enrolment ceases or lapses, the College may retain basic registration details, results and any other information relating to you that may be reasonably required in relation to matters that remain outstanding. The remaining information will be destroyed, subject to the College's current UK-GDPR guidelines (as amended from time to time).

Changes to this Contract

The College may revise the terms and conditions of this contract from time to time where, in its opinion, it will assist in the proper delivery of any programme or in order to:

- comply with any changes in relevant laws and regulatory requirements
- implement legal advice, national guidance, or good practice
- provide for new or improved delivery of any programme
- reflect market practice
- make them clearer or more favourable to the students
- rectify any error or mistake
- incorporate existing arrangements or practice
- update programme specifications by our awarding bodies, for example, changes to modules, assessments and/or programme structure
- respond to new or amended legislation affecting higher education
- deal with staff changes affecting the range of expertise in the team
- make improvements resulting from CCCG's quality review process or an awarding body quality review process; or
- make changes to Professional, Statutory and Regulatory Bodies (PSRBs) accreditation agreements

No variation or amendment to the contract may be made without the College's prior written agreement. In the event that it agrees to allow a student to transfer to an alternative programme after the contract has come into existence, the transfer will be treated as a variation of the contract which shall otherwise remain in full force and existence.

If the College wishes to vary or amend the contract it will inform you by such means as it considers reasonably appropriate. The College will use reasonable endeavours to give you at least one month's written notice of any changes to the contract before they take effect.

Complaints

The College has a Complaints procedure which can be used by anyone using the services of the College. The procedure sets out clearly the stages of the procedure, including your right to external escalation to the Office of the Independent Adjudicator (OIA). The Complaints policy can be found on the Capital City College Group website.

UCAS (HE courses only)

For prescribed Higher Education (HE) courses only, by accepting this contract, you are also accepting the terms and conditions of UCAS, which can be found at this link <https://www.ucas.com/>. This includes, but is not limited to:

- applying to UCAS for a programme of study with us if you have also applied to any other institution even if you have rejected this/those offers and have not already done so; and
- that you will co-operate with the HE Administration Team to complete your Record of Prior Achievement for uploading to UCAS

General

A written notice given under this contract may be sent by email.

The College may transfer its rights and obligations under the contract to another college or similar organisation and it will always notify you in writing if this happens, but this will not affect your rights or the College's obligations to the students under the contract.

The terms of this contract shall only be enforceable by you and the College. This contract constitutes the entire agreement between you and the College in relation to its subject matter.

You have the right to cancel this contract under The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without the need to provide any reason. This cancellation period of 14 days will expire following enrolment onto a level 4 or higher education programme of study.

No failure or delay by the College or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

If any provision or part-provision of the contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the contract.

The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to this contract and that in any such proceedings these terms and conditions and the contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

I agree to the terms and conditions of this contract:

First Name: _____ Surname: _____

Student Reference Number: _____

Signed: _____ Date: _____

Appendix

The following documents are available on CCG's website:

<https://www.capitalccg.ac.uk/about-us/policies-reports-and-strategies>