

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 our 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 this 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 we provide), our liability to you and our rights to terminate the Agreement with you.

If you have any questions about these T&Cs, or your Agreement, please contact us to discuss before you accept an Offer from the College. You can contact us 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 us on 01904 772217

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 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 education provider delivering both Further Education and Higher Education courses.

2. How is our Agreement with you formed?

(i) Our Offer

2.1 We will send you details of our offer to study with us 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 we provide to you under our 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 our agreement with you.

(ii) Conditions that apply to your Offer

2.2 Our 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 us with satisfactory evidence of your qualifications and compliance with any additional conditions when asked to do so by us. 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 our 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 our 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 your Course is funded by the Education and Skills Funding Agency, you will be committed to working towards a Grade 4 in both qualifications. If you do not achieve this by the time your course ends or you reach the age of 19, whichever is the sooner, your funding may be withdrawn and we will be entitled to end our Agreement with you.

2.4 It is your responsibility to make sure that all of the information you give us 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 us reasonable evidence that you have met these Conditions as set out in the Offer letter, we may end our Agreement with you as set out in section 8.

(iii) What the Agreement includes

2.5 Our Agreement between you and us 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.

We can make changes to this Agreement as detailed in section 5.

(iv) How the Agreement is formed

2.8 To accept our Offer, you will need to contact us 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 Our Agreement with you will be binding on you and us when we write to you to confirm your place with us following our receipt of your acceptance of our Offer. The Agreement start date will be the date of our 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 us 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 our Offer.

3. Our obligations to you

3.1 For the duration of your Course (which includes any assessments and/or examinations that take place after tuition has finished), we 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 your Course with us.

3.2 You acknowledge that we will review the Learning Programme within 6 weeks of your enrolment, and we may change this to reflect the outcome of this review. Subject to clause 5.7, failure to achieve satisfactory marks on those examinations and assessments could see you removed from your 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 your 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 your 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.

5. How we 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 we can make changes, as well as providing you with further information about what to do where we look to make such changes.

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

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

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we 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 our resources and facilities.

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

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

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

When we can make changes to the Agreement

5.7 We can make changes to our Agreement (including to the Services and/or Course and/or to our provision of resources and facilities and or to our 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 Office for Students 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 our 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 6 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 us in response according to the relevant circumstances. We have set out in this section some examples of these responses and, to help you understand what such changes may mean for you in practice. We have 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 your 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 our literature;
- additions and/or withdrawals of certain non-core modules on your Course;
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remains as up to date as possible;
- procedural changes to our Student Handbook that help improve the same to your benefit;
- reasonable changes to our facilities and resources.

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

- changes to the way that we teach, supervise and/or assess a Course, including without limitation, to ensure that we are 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 your Course;
- to implement more significant adjustments to our courses;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location or specification of your 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 our Student Handbook that help improve them;
- unavoidable significant changes to our resources and facilities

How we will tell you about changes to the Agreement

5.9 For minor changes, we 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 our view appropriate in the circumstances. Where possible, we will look to provide you with notice in advance, but this may not always be possible.

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

(ii) Withdrawal or cancellation of Courses

5.11 There may be times where we need to discontinue a Course or decide not to provide a Course or to merge or combine a 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 an offer of a place on the Course then it will use reasonable endeavours to notify you in advance.

5.12 There may also be times where we need to discontinue a Course or to merge or combine a 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, we 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, and
- (if appropriate), issue you with a refund of the Fees paid.

6. How we 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 we collect your personal data, what we do with it, who we share it with and how long we intend 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 sensitive 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”).

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 this Agreement may be ended or suspended

(i) How we may end this Agreement

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

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

- if you do not enrol or re-enrol onto your Course by the relevant enrolment or re-enrolment date;
- if any of the Conditions set out in our Offer are not met, or cease to be met at any time after the date that our Agreement is formed;
- if you fail to comply in a material manner with any obligations you have under this Agreement, or if you are in persistent breach of your obligations under this Agreement;
- if it becomes apparent that the information you have provided to us during your application or at any stage during the term of this Agreement is false, incomplete, incorrect or misleading;
- if between accepting an Offer and starting your Course, there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Course;
- if you fail to comply with a request for information, or to make declarations that we may reasonably require you to make during your admission to and enrolment on your Course;
- where your circumstances change in relation to your health or criminal convictions in such a manner that would make it appropriate for us 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 we take disciplinary action against you in accordance with the relevant disciplinary procedure and where we determine as a result of that procedure that you are no longer able to continue with your Course;
- where you are in material breach of any of our regulations, policies, procedures and/or codes of conduct, such as, but not limited to our 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 or Fitness to Practise Policies, which are available on the student intranet;
- if our campus or any part of the campus closes;
- if we are no longer authorised and/or otherwise legally able to deliver a Course as anticipated at the time of our Offer;
- for any other reason that in our 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 we are no longer able to provide the Course and Services to you.

(ii) Consequences of us ending this Agreement

7.3 If we end the Agreement, the following will apply:

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

8. Our liability to you

(i) What we are responsible to you for

8.1 If we fail to comply with our obligations under this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Agreement.

(i) What we are not responsible to you for

8.2 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 we have been negligent. We will not be responsible to you for any of the following, unless we have 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 from arising from voluntary sporting activity;
- personal injury or death except if caused by the negligence of College staff;
- loss of opportunity and loss of income or profit, however arising.

8.3 We do not exclude or limit in any way our liability for:

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

(ii) Events outside of our reasonable control

8.4 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.

8.5 Events beyond our 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 our breach of any contract or obligation owing to that public utility;
- or interference from any local, national or supra-national government agency or official.

8.6 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 our Agreement and the College chooses not to insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our 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 us. No other person will have any rights to enforce any of its terms.
- 10.5 The Agreement is governed by English law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this 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. These 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 Office for Students 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

SCA1 Procedure for Reporting Illness of Residential Students
SCA2 Student Disciplinary Procedure
SCA3 Procedure for dealing with accidents or sudden illness at the College
SCA4 Appeals Procedure
SCA5 Residential Students
SCA6 Safeguarding
SCA8 Disability Statement
SCA9 Bullying and Harassment
SCA10 Careers Education and Guidance
SCA11 Student Daily Registration and Attendance
SCA12 Observation of Teaching and Learning
SCA13 Drugs, Alcohol and other Intoxicating Substances
SCA14 Academic Misconduct
SCA15 Tutorials
SCA17 English and Maths Functional Skills
SCA18 Electronic Communications with Learners
SCA19 Parental Involvement
SCA20 Further Education Assessment and Quality Assurance
SCA21 Work Based Courses Guidelines for Assessment and Internal Verification
SCA22 (a) Further Education Work Based Learning
SCA23 Refund of Academic Fees
SCA25 (a) Further Education Work Experience
SCA27 Cross-College Additional Learning Support
SCA29 Learner Voice
SCA30 Further Education Determining Vocational Duties
SCA32 Screening and searching students for weapons
SCA33 Providing references for students
SCA36 Student Fitness to Study
SCA38 Further Education Submission of Student Work
SCA39 Professional Practitioner Policy (Fitness to Practise)
SCA40 Storage and Administration of Medication
SSS16 Allocation of Student Bursaries
SSS17 Physical restraint policy

GA1 Lost Property
GA2 Improperly Parked Vehicles
GA4 Collections Policy
GA10 Policy for Prevention of Fraud
GA11 Treasury Management Policy
GA12 Access to College Property
GA13 Bribery
GA14 Student Transport
GA20 Parking Policy (York Campus)
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
RE12 Acceptable Use of Information and Communication Technologies
RE16 E-Safety
RE17 LRC Rules and Regulations

QA4 Further Education Admissions
QA5 Environment Policy
QA7 Customer Service and Complaints Policy
QA9 Further Education Examinations

FINCP07 Fees policy
FINCP08 Online store terms and conditions