



Leeds City College Higher Education Terms and Conditions 2018/19

Contents

1. Introduction
2. Our Promise
3. Your Promise
4. Changes to, or Cancellation of, Courses and Programmes of Study
5. Duration of this Agreement
6. Other matters relating to this Agreement
 - 6.1 Notices
 - 6.2 Partial Operation of this Agreement
 - 6.3 Third Parties
 - 6.4 Legal Liabilities
 - 6.5 Force Majeure
 - 6.6 Jurisdiction

1. Introduction

Welcome to Leeds City College and thank you for choosing to apply for a place on one of our Higher Education programmes.

We want you to have an enjoyable experience that enables you to reach your full potential as a Leeds City College student.

Prior to accepting your offer, it is important that you are aware of our commitment to you and our expectations of you in return. This document aims to provide a useful framework for us to work effectively together.

You should familiarise yourself with the range of regulations and policies, referred to in this document. These can all be found on the (<http://www.leedscitycollege.ac.uk/university-centre/related-policies-and-documents>). Alternative formats are available on request from HEQuality@leedscitycollege.ac.uk

2 Our Promise

- 2.1 To provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your programme as described in the College prospectus and your programme handbook;
- 2.2 To obtain feedback from you about your experience at the College;
- 2.3 To maintain and enhance the quality of your programme, drawing on both internal and external feedback;
- 2.4 To take all reasonable steps to provide you with the information you require to assist you in your studies;
- 2.5 To ensure that staff engage in continuing professional development.

3 Your Promise

- 3.1 To attend induction events lectures, tutorials, workshops, examinations and other activities forming part of the programme (apart from absence for genuine medical reasons or other special circumstances);
- 3.2 To submit both formative and summative assessments as required for the programme;
- 3.3 To undertake adequate preparation for any activity you are required to undertake outside the College, conducting yourself in an appropriate manner at all times;
- 3.4 To comply with any relevant professional standards relating to your programme and/or any special conditions set out in your programme handbook or notified to you by the College;
- 3.5 To behave in an appropriate manner whilst on College premises;

- 3.6 To wear your student ID card and lanyard at all times whilst on College premises;
- 3.7 To actively engage with the College by checking your College email account regularly for updates and current information;
- 3.8 To disclose any unspent criminal convictions or ongoing criminal investigations when applying to the College;
- 3.9 To notify the Higher Education Office of any changes to your name, term-time address and/or home address, or any other change to information supplied by you in your application;
- 3.10 To notify the College of any changes in circumstances, including your health status or any police investigations where this has a direct impact on your ability to undertake a specific programme of study.
- 3.11 To pay your tuition fees and other expenses relating to your programme in a timely manner.
- 3.12 To inform the Higher Education Office in writing if you wish to withdraw from, transfer or suspend your studies.
- 3.13 To comply with all relevant College and awarding body regulations, which may be amended from time to time. These regulations can be found on the Leeds City College website (<http://www.leedscitycollege.ac.uk/university-centre/related-policies-and-documents>) The College will inform you of any changes to regulations at the beginning of the standard academic year. Policies and regulations of significant importance include:

LCC Higher Education Students Charter
Higher Education Admissions Policy
Higher Education General Appeals Policy
Higher Education Assessment and Moderation Policy 2015
Higher Education Academic Misconduct Policy 2015
Higher Education Academic Appeals Policy
Higher Education Complaints Policy
Higher Education Academic Regulations
LCC Fees Policy
Student IT and Social Networking Policy
LCC Fee Refund and Recovery Policy

4 Changes to or Cancellation of Courses and Programmes of Study

4.1 Leeds City College reserves the right:

- i) To make such changes to the details of courses/programmes of study it considers reasonable including changes in content, delivery or teaching staff. These changes are unlikely to negatively impact students and will generally be motivated by annual reviews and/or student feedback. Where a change is more significant, student consultation will take place before any changes are made that will impact current students.
- ii) To cancel any course/programme of study it considers reasonable including where the number of applicants holding offers is, at any time, deemed to be insufficient for the College to justify provision of the course/programme of study.

Where the delivery of a course/programme is uncertain because it is subject to final approval, this will be made clear in publicity materials. Every effort will be made to identify a suitable alternative in the event the course/programme is subsequently not approved.

Where the delivery of a course/programme is uncertain because of low applicant numbers, this will be communicated to applicants at the earliest stage and every effort will be made to identify a suitable alternative in the event the course/programme is subsequently cancelled.

Where an existing programme is cancelled, its delivery for continuing students will be unaffected: provision will be made for them to complete the course/programme, including those students who are required to repeat modules because of academic failure. The detail of such provision will be communicated to students in a timely fashion.

5. Duration of this Agreement

5.1 Commencement of the Agreement

This agreement commences on your acceptance of a place on a higher education programme at Leeds City College. If you wish to terminate the Agreement before enrolment you must notify the College, either directly to the Higher Education Admissions Officer or via UCAS, that you do not wish to take up your place. There will be no consequences for withdrawal at this stage.

5.2 Termination of the Agreement

5.2.1 This Agreement will end automatically when the College publishes notification of awards relating to your programme of study. In cases where an award is not published, the effective date of completion will be the issue date of the record of your progress relating to your programme of study.

5.2.2 You may terminate this Agreement after you enrol, but only by giving formal notice as explained in clause 3.13. This will not necessarily end all your responsibilities under this Agreement (see clause 6.2). You must return all materials and equipment loaned to you by the College and pay any outstanding fees. Your liability for payment of fees on early termination is detailed in the Fee Refund and Recovery Policy (available on request)

- 5.3 Leeds City College may end this Agreement if your studies cease, subject to your right to seek a review, as a result of:
- 5.3.1 action taken against you leading to expulsion (in accordance with the College's Student Disciplinary Policy or any associated professional conduct procedures);
 - 5.3.2 Leeds City College withdrawing you from your studies for persistent non-attendance and/or non-engagement with the programme of study,
 - 5.3.3 a decision of the assessment board, based on your academic performance;
 - 5.3.4 non-payment of fees (in accordance with Leeds City College's Fees Policy & Fee Refund and Recovery Policy);
 - 5.3.5 the College becoming aware of information about you that it did not previously know, which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme. For example, this may apply if you have not supplied the College with all relevant information, or have supplied false or misleading information relating to your application.

6 Other matters relating to the Agreement

6.1 Notices

Any notice given under this Agreement must be in writing or via email. Emails will be sent to your student email address and letters will be addressed to you at your term-time address, during term-time, or home address (if different) during holidays, as appropriate, in accordance with the addresses you have given us. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

6.2 Partial operation of Agreement

If any provision of the terms and conditions contained in this Agreement becomes invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions. Any action taken by Leeds City College to terminate this Agreement under the provisions in section 5.3 will not restrict its ability to take any other action against you to which it may be entitled. Provided any action taken to terminate the Agreement is in accordance with these conditions or Leeds City College's procedures, the College will not be liable for any loss or damage which you may suffer as a result.

6.3 Third parties

This Agreement relates solely to the relationship between you and Leeds City College and is not enforceable by any other person.

6.4 Legal liabilities

6.4.1 Neither you, nor Leeds City College, will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute).

6.4.2 Leeds City College cannot accept responsibility for and expressly excludes liability for:

- i) any loss or damage to your property, including damage to any motor vehicle or cycle, while on Leeds City College premises, unless caused by the negligence of Leeds City College or its employees;
- ii) death or any personal injury suffered by you, unless caused by the negligence of Leeds City College or its employees.

6.4.3 Leeds City College will maintain a Business Continuity Plan and review this periodically. If the College needs to implement this plan, you must take all reasonable steps to co-operate with the College, for example if the College needs to relocate course delivery to an alternative site.

6.5 Force Majeure

Leeds City College will take all reasonable steps to provide your programme and related services. However, Leeds City College will not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision relating to any programme arising from circumstances beyond the College's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God, terrorism, interruption of public utility services or industrial disputes (including those by its own employees).

6.6 Jurisdiction

This Agreement should be interpreted in all respects in accordance with the laws of England and Wales