



# Fee Policy & Student Terms & Conditions **2023/24**

**Author(s):** Executive Team Members Responsible for HE and Admissions

**Approved:** 27 June 2023 (Resources Committee)

**Review date:** June 2024

## 1.0 Scope

The Policy has been produced for the benefit of stakeholders such as potential applicants, current students, College Staff and Higher Education Agencies. The tuition fee policy and any student related information will be publicised on the College website for the 2023-24 academic year (and to this pattern annually). In order to maintain this public information, the College's HE Fee policy will be agreed by the Governing Body at the Resources Committee annually in June.

## 2.0 Purpose

The policy sets out the method for:

- Determining the Fee Policy for all Further Education courses (including Advanced Learning Loans & Apprenticeships) offered by the College where government funding is not available
- Determining the fee for publicly-funded Higher Education courses offered by Harlow College.
- It incorporates the policy for instalments, refunds and additional course related charges for Higher Education provision.
- Students and sponsors will be notified, wherever possible, of fee levels as soon as possible and no later than by the offer stage.
- Tuition fees charges are reviewed on an annual basis.

## 3.0 Definitions and Terminology:

ESFA	Education Skills Funding Agency
OFS	Office for Students
SFE	Student Finance England
FE	Further Education
HE	Higher Education

## 4.0 Tuition Fee Policy - General

### 4.1 General

- All tuition fees will be waived for FE learners aged 16-18 (full and part time).
- In 2023/24 the College will charge a tuition fee for FE learners aged 19+ who do not qualify for tuition fee remission from the Education Skills Funding Agency (ESFA). Examination / registration fees will be charged where applicable.
- Tuition Fees are reviewed annually in line with the ESFA and OFS funding assumptions and guidance from other government departments.
- Learner Support Funds are available for FE designated courses to support student's financial circumstances where applicable.

### 4.2 Unpaid Fees

If outstanding fees/instalments are not paid by the due date(s), the College reserves the right to prevent learners from attending their programme(s) of study and / or preclude them from participating in relevant examinations /

assessments / certification claim and / or barring from graduation ceremonies. Where continuing learners haven't settled outstanding fees by the end of the academic year in question, they may be prevented from re-enrolling onto the subsequent year of study via a finance block. The finance block can only be subsequently removed by written confirmation from the Finance Department.

#### 4.3 **Financial Support**

In cases of severe hardship, financial support may be available from the Learner Support Funds. Details are available from Student Services.

#### 4.4 **Liability Forms**

- Where learners (including staff) aren't required to pay the full fees due at enrolment because, for example:
  - they take the instalment option
  - they are paying via direct debit
  - Learners taking a Tuition Fee Loan or Advanced Learning Loan awaiting their final assessment.
- The learner must complete and sign the appropriate liability form stating that they accept liability for the full amount of fees due.

#### 4.6 **Waived Fees**

Where the College has waived tuition fees / examination / registration fees, learners will become liable for these fees if they fail to participate in the relevant examinations / assessments without just cause or do not maintain satisfactory attendance.

#### 4.7 **Variations of Policy / Fees**

Once established, tuition fees (on the course file) can only be changed with the authority of Principalship.

#### 4.8 **Instalments**

Instalments are offered at the discretion of the College. To pay by instalments approval must be sought from the Principalship. Instalments will only be offered over a maximum 12-month period. Instalment can only be spread over 4 payments.

#### 4.9 **Examination, Resit and Re-mark Fees**

A resit fee may be charged where the student fails, without good reason, to sit the examination for which the College has paid.

Where a learner or employer requests to be entered for a resit examination the learner or employer will be liable for the cost of the resit entry plus a £10 administration fee.

Where a learner or employer requests a re-mark of examination script the learner or employer will be liable for the cost of the remark fee plus a £5 administration fee.

Where a learner or employer requests a replacement certificate to be ordered by the Centre, the learner or employer will be liable for the cost of replacement plus a £10 administration fee.

## **5.0 Further Education and Advanced Learning Loans**

Learner's eligibility for funding will be based on the most current version of the Education Skills Funding Agencies Funding Rules

### **5.1 Learner Eligible for Full Funding**

Learners eligible for full funding will not be charged for any part of their learning programme. The only exception to this will be for the cost of any re-sits, which may be passed on to the learner.

### **5.2 Learner Eligible for Co Funding**

For courses part funded by the government the fee will be 50% of the listed un-weighted funding value, except where market conditions dictate otherwise. Additional costs may be applied for exams, materials or other fees. To view the latest rates please follow this link:

<https://hub.imservices.org.uk/Learning%20Aims/Pages/default.aspx>

### **5.3 Learner Not Eligible Funding**

For learners not eligible for any funding, the charges will be in line with the full weighted funding rate, except where market conditions dictate otherwise. Additional costs may be applied for exams, materials or other fees.

### **5.4 Employer and Commercial Fees**

Employer rates will be negotiated to take into account the requirements of their needs. Fees will be created based on market demand.

### **5.5 Advanced Learning Loans**

For learners undertaking an eligible course and using the Advanced Learning Loan facility the learner is liable for all fees at the commencement of the course as agreed at the start. Should the loan be adjusted, not approved or cancelled the learner will be liable for the fees associated with their learning. If the learner leaves early they are liable for the payment of the month in which they leave.

### **5.6 Early Leavers/Completions**

For learners completing or leaving their learning early they will be liable for all the fees for the period where the student has been in receipt of learning delivered by the College. For students wishing to leave before the planned end date (whether claiming an award or not) they must inform the College as soon as possible. These fees may be waived at the discretion of the College.

### **5.7 Terms and Conditions**

For learners undertaking FE and Advanced Learner Loan courses with Harlow College they must accept the Harlow College Terms and Conditions (T&Cs) of the Student Contract for Further Education.

## **6.0 Apprenticeships**

Learner's eligibility for funding will be based on the most current version of the Education Skills Funding Agencies Funding Rules

### 6.1 **Non-Levy Paying Employers**

For eligible Apprentices, employers will not be charged for any part of their standard that is funded through the Education Skills Funding Agency via their levy account. The only exception to this will be for the cost of any re-sits, which may be passed on to the Employer. Additional elements to an apprenticeship programmes that are not funded will need to be agreed and detailed in the Training Services Agreement. For Apprentices of non-levy paying employers that are co funded by the government there will be a 5% contribution of the total negotiated price. Employers cannot contribute to the apprentice's programme through non-monetary support. Agreed payments must be made on or prior to agreed dates as detailed in the Apprenticeship Training Services Agreement.

### 6.2 **Levy Paying Employers**

All levy paying employers will need to agree a negotiated price for Apprentices on new standards. Monies will be drawn down from the employer levy account in line with apprenticeship technical funding guidance. Additional elements to an apprenticeship programmes that are not funded will need to be agreed and detailed in the Training Services Agreement.

### 6.3 **Early Leavers/Completions**

For learners completing or leaving their learning early they will be liable for all the fees for the period where the student has been in receipt of learning delivered by the College. For students wishing to leave before the planned end date (whether claiming an award or not) they must inform the College as soon as possible. These fees may be waived at the discretion of the College.

Employers/learners will receive refunds for fees that have already been paid directly to the College should they be more than the value of the length of time that a learner has been on programme. Once a learner has started learning the College will only refund a maximum of 80% of the agreed fees. The 80% of the fee that remains will be refunded based on the number of months remaining on programme divided by the number of months the apprenticeship is planned over. The end date would be the last date that the learner engages in learning (not the date they leave the organisation or College). This approach will be rounded to the nearest full month in its calculations.

#### *Example*

A learner starts their Programme on 15<sup>th</sup> May 2022 with a planned end date of 20<sup>th</sup> July 2024. This means they are on programme for 15 months. The fee for this programme is £600. The learner leaves the programme and their last date of learning is 17<sup>th</sup> August 2023 meaning they were in learning for 4 months.

Agreed Fee	£600
20% retained by the College for start	£120
Remaining fee in scope for refund	£480
Refund based on 15 planned months less 4 months in learning	£352

The College will seek to collect any outstanding fees in line with this policy to cover incurred costs.

## **7.0 Higher Education**

### **7.1 Higher National Certificate/Diploma**

Higher National Certificate/Diploma fees are £5,990 per year for first year full time study. Fees are subject to inflationary increases in subsequent years.

### **7.2 Fee structure in commencing years of study**

Fees set at the point of entry will remain over the duration of the course, if the course is more than one academic year in duration, except for an inflationary rise. Where a student completes one course and is certificated and then applies to top-up to a higher level of qualification, the fees will be set at the rate for that year's point of entry.

### **7.3 Student Finance England**

There are two main types of finance available to HE learners, Tuition Fee Loan and Maintenance Loan. Please visit the following website for up to date information: [www.gov.uk/student-finance](http://www.gov.uk/student-finance)

### **7.4 Self-funding, payment plans/instalments**

Instalments are offered at the discretion of the College. To pay by instalments approval must be sought from the Principalship. Instalments will only be offered over a maximum 12-month period. Instalment can only be spread over 4 payments.

### **7.5 Early Leavers/Completions**

For learners completing or leaving their learning early they will be liable for all the fees for the semester/trimester where the student has been in receipt of learning at any point in the semester/trimester in question. For students wishing to leave before the planned end date (whether claiming an award or not) they must inform the College and SFE (if applicable) prior to the start of that semester/trimester. These fees may be waived at the discretion of the College.

### **7.6 Terms and Conditions**

For learners undertaking HE courses with Harlow College they must accept the Harlow College Terms and Conditions (T&Cs) of the Student Contract for Higher Education.

## **8.0 Refunds**

Refunds will not be given for any course. If a student wishes to request a refund for any reason the student should follow the College's complaint procedure. Cases will only be heard where the student has tried to resolve the issues informally in the first instance.

The College however recognises there may be disruption caused by Coronavirus and is working to ensure all reasonable efforts are being made to enable students to continue their studies to the best of their abilities.

Students ordinarily should not expect any fee refund if they are receiving adequate online learning and support.

Refunds due to the Covid-19 pandemic can only be given in the following circumstances:

- Course Cancellation (prior to start date): If the College cancels the course prior to commencement, the College will offer students a place on a future course, with an alternative start date, in which case the fees will be deferred and no refund will be made. If an alternative date is not acceptable the course fee will be refunded and no administration fee will be charged.
- Course Cancellation (after commencement): if the College cancels a course which has commenced, there will be an assessment based upon the number of units/modules delivered and the ability to transfer or defer completion.
- Withdrawal from a course is supported by a valid medical certificate.
- All refund requests should follow the College complaints policy and will be reviewed on an individual basis.
- The College also recognises that in some rare cases course continuation may not be possible. Where students have paid fees for a course that now cannot continue, compensation will be considered as a possible outcome of following our complaints process.

<b>TRACKING and REFERENCE INFORMATION</b>	
<b>Date Approved:</b>	<b>27 June 2023 (Resources Committee)</b>
<b>Review Date:</b>	<b>June 2024</b>
<b>Author/Responsibility:</b>	<b>Executive Team Member(s) with responsibility for HE and Admissions</b>
<b>List of related policies, procedures and other documents:</b>	
All Harlow College Policies and Procedures	
<b>Complaints:</b> If you wish to submit a complaint about the application of this policy or the procedure of it, please send your request in accordance with the provisions of the Grievance Procedure.	
<b>Monitoring:</b> The application of this policy and associated procedure will be monitored by Assistant Principal with responsibility for Equality & Diversity	
<b>Easy reading:</b> To receive this policy/procedure in a different format, please contact HR Services	



## **Harlow College Terms and Conditions (T&Cs) of the Student Contract**

### **Further Education - Fee paying and/or Advanced Learner Loans**

#### **Background**

Harlow College is committed to abiding by the guidance provided by the Competition and Markets Authority (CMA) to ensure that students receive clear, accurate and timely information; that terms and conditions are fair; and that complaint handling processes and practices are accessible, clear and fair. In particular we have considered, and where appropriate, acted upon the CMA's guidance on compliance with consumer protection law.

Our T&Cs are based on the expectations outlined by the Competition Markets Authority to ensure we demonstrate the relevant baseline regulatory requirements of the sector and ensure compliance with:

- Consumer Protection from Unfair Trading Regulations 2008 (CPRs)
- Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 (CCRs)
- Unfair terms legislation (at the date of publication, the relevant legislation is the Unfair Terms in Consumer Contracts Regulations 1999 (UTCCRs))
- The Office of Independent Adjudicators

#### **Terms and conditions of your offer**

##### **1. Acceptance of your offer**

It is your responsibility to ensure that all of the information you have provided to Harlow College, is true and accurate. If you provide incorrect or fraudulent information, or omit significant information Harlow College may withdraw or amend your offer and this information might be passed to the relevant third parties.

By accepting Harlow College's offer of a place on a course, you accept these conditions in full, which along with:

- (i) Your offer letter;
- (ii) Harlow College Academic and Assessment Regulations for Further Education
- (iii) The course offering as at the date of the offer (<http://www.harlow-college.ac.uk/study-options>), and
- (iv) Any additional agreement that is required as part of your course, form the conditions you agree to between you and Harlow College in relation to your studies. The most up-to-date documents will be available on Harlow College's website.
- (v) Any revisions due to changes in legal requirements, student feedback and the UK Quality Code will be published at the beginning of each document. These will be communicated to you.

Awarding Bodies Quality and Assessment documents cover the quality cycle, frameworks, regulation oversight, assessment, grading and assessment boards and academic appeals. Please note that these are subject to revision by Awarding Bodies.

The offer Harlow College makes to you will be conditional or unconditional. If your offer is conditional, this means that there will be set criteria you need to meet to take up your place on the course, for example, entry requirements, DBS checks. Any conditions will be made clear in your offer letter. If you do not meet the conditions of an offer by the required/requested time the offer may be withdrawn. If your offer is unconditional this means you have a firm offer from us and have met the criteria to be admitted onto your chosen course.

If you feel that the offer made to you is incorrect, inaccurate or you would like to appeal against a decision, please contact our Admissions Team ([Admissions@harlow-College.ac.uk](mailto:Admissions@harlow-College.ac.uk)).

## **2. Course Changes or Closures**

Harlow College will aim to deliver course content and teaching provision as described in course handbooks, module guides, timetable information, website information and other available information provided. However, on occasion it may be necessary to change this provision either before or after enrolment due to developments in the subject, changes in staffing, or student numbers. Where this is the case, you will be informed at the earliest opportunity, either verbally or by email. Changes before you start your course will be communicated to you by letter or email.

## **3. Changes to Services**

In certain circumstances, Harlow College may need to make changes to the previously advertised course content, structure and/or method of delivery of your course or individual modules after you have accepted your offer. This may include discontinuing modules.

Reasons for changes include, but are not limited to, the following:

- To meet the requirements of an accrediting, professional, statutory and/or regulatory body;
- To comply with legal, regulatory or governmental requirements;
- To respond to sector good practice or quality enhancement processes, such as in response to student feedback;
- To keep programmes contemporaneous by updating practises or areas of study;
- To safeguard academic standards;
- Because of circumstances outside of the reasonable control of the College such as an external provider no longer being available to contribute to a module and/or course;
- Where insufficient numbers of students have chosen an optional module making it unviable to run or where a member of staff whose expertise was required to run it is no longer available
- To abide by the revisions made by the Awarding Body (Pearson Edexcel).

If Harlow College decides that it is necessary to make a change before you enrol, we will inform you by letter or email as soon as it is reasonably practicable in order for you to decide whether or not you still wish to join us. If as a consequence of the change, you decide not to study with us, we will refund any tuition fees and/or deposit that you have paid in advance.

If Harlow College makes a change after you have enrolled, we will inform you by letter or email as soon as it is reasonably practicable. Harlow College will make all reasonable efforts to minimise any adverse effect the change may have on you and will endeavour to consult with potentially affected students as early as possible where it is able to do so.

In cases of material changes to your course of study or where the change is likely to have a serious adverse impact on you, Harlow College may offer you a place on an alternative course or assist you to find an alternative provider. Any entitlement you may have to a refund of fees will be determined in accordance with our Fees Policy.

#### **4. Discontinuing Courses**

In certain circumstances, Harlow College may be required to discontinue courses of study prior to you enrolling as a student. This could occur where insufficient students accept offers and it is therefore not financially viable for Harlow College to run the course or where a course will not be accredited/validated by the start of the academic year. In the event that Harlow College is required to cancel your course before you enrol, we will inform you by letter or email as soon as it is reasonably practicable to do so and we will refund any tuition fees or deposit you have paid in advance. Where reasonable and appropriate to do so, Harlow College will work with you to try and identify a suitable alternative course with us for you to study or possibly offer you a deferred place for a subsequent intake.

In exceptional circumstances, Harlow College may have to merge or discontinue your course once you have enrolled for one or more of the following reasons:

- To comply with legal, regulatory or governmental requirements;
- Where accreditation or validation of the course is withdrawn;
- In other circumstances outside our reasonable control which make it impossible or prohibitively impractical to continue the course;
- Insufficient students (less than 5) have elected to study an optional module which is therefore neither viable and would impact negatively on the student experience.

If Harlow College discontinues or merges your course in these circumstances, we will inform you as soon as it is reasonably practicable to do so and will endeavour to consult with potentially affected students. Where appropriate, Harlow College will try and identify a suitable alternative course with us for you to transfer to or, if preferable, we will assist you to find an alternative provider. If you decide to transfer to a new provider, Harlow College will work with your new provider in order to transfer over any academic credit already gained.

Should you become a student at Harlow College, this notice shall constitute a term of any contract between you and Harlow College. Any offer of a place made to you by Harlow College is made on the basis that in accepting such an offer you signify your consent to the incorporation of this notice as a term of any such contract.

## **5. What is Your Fee Liability?**

Students are charged a tuition fee for each academic year of their course when they enrol. Tuition fee information is available on the website [www.harlow-College.ac.uk](http://www.harlow-College.ac.uk). We reserve the right to increase your Tuition fees annually in line with inflation to take into account inflationary costs incurred to deliver your course.

## **6. Additional Costs**

There are course related costs for stationery, equipment, uniform, books (although the iHub has core texts and extensive virtual resources), non-mandatory trips or visits and media equipment if you wish to specialise in a specific area (although video and cameras are bookable for students on the designated courses without charge). We would recommend that students research student discounts prior to purchasing computers and software.

You will also be expected to pay for your own accommodation, gym and recreational facilities if this is not part of your course of study, and travel if required, as this is not covered in your tuition fee.

## **7. What Happens if you Change Your Mind?**

You have a statutory right to cancel your application with us under the Consumer Contracts Regulations 2013. At any stage of your application you can cancel your place. You must notify the Admissions Team of your cancellation contacting them directly. You will not incur any costs or fee liability if you cancel **before** you enrol. We will update our records within 14 days. If you encounter any issues please contact the Admissions Team.

## **Terms and Conditions of Your Enrolment**

### **8. Enrolment and Registration**

It is your responsibility to ensure that all of the information you have provided to Harlow College is true and accurate. If you provide incorrect or fraudulent information, or omit significant information Harlow College may terminate your enrolment.

### **9. Evidence Requirements of Your Enrolment**

You must provide the following information and documentation for verification by Harlow College before you are permitted to enrol:

- Original certificates and/or transcripts confirming your prior qualifications (original copies)- this is required if you have an unconditional or conditional offer
- Photographic ID (i.e. Driving licence, passport, visa card)
- Method of fee payment (Student Finance Notification letter, Employer Sponsorship Letter or Purchase Order Number, credit/debit card to make an online payment). At the point of enrolment, you will be entering into a fee liability agreement. It should be noted that if you withdraw within 3 weeks of enrolment you will not be liable for fees. However, you must be mindful of any contracts you sign with accommodation providers as their terms and conditions will vary.

By enrolling on a course, you accept these conditions in full, which along with: (i) your offer letter; (ii) Harlow College Academic and Assessment Regulations for Further Education (iii) the course offering as at the date of the offer (<http://www.harlow-college.ac.uk/study-options>), and (iv) any additional agreement that is required as part of your course e.g. DBS clearance.

Awarding Bodies Quality and Assessment documents cover the quality cycle, frameworks, regulation oversight, assessment, grading and assessment boards and academic appeals. Please note that these are subject to revision by Awarding Bodies.

Key points of regulations that you should be aware of include (but are not limited to):

- **Attendance:** You will need to participate fully in your course. This will include attending and taking part in teaching, learning and/or events included in your course.
- **Fees and Finance:** All compulsory fees are advertised in advance of your enrolment. Additional costs, for example payment for events or trips, are in addition but are not compulsory. When you sign your enrolment form you are agreeing to pay all course fees in accordance with the payment terms agreed. If you fail to pay your course fees when they are due we may withdraw you from your studies. Tuition fees may increase annually in- line with inflation to take into account inflationary cost incurred to deliver your course. If you fail to pay your course fees when they are due we may withdraw you from your studies or prevent you from progressing to the next year of your course. If you have outstanding tuition fees you will be unable to graduate and receive your certificate.
- **Re-Enrolment/Re-Registration:** You are required to complete enrolment with Harlow College when you start your course and each academic year on an annual basis for the duration of your course. This is to ensure your contact information and course related details are up-to- date. This process must be completed within 3 weeks of commencement of your course each academic year. Failure to complete registration may result in us withdrawing you from your studies
- **Progression:** You may be discontinued if you are no longer able to continue to study towards your intended award (e.g.: you have failed units and you have exhausted all available re-take and/or replacement module options). The consequence of discontinuation may be admission to an alternative course, or the conferment of an intermediate award, or termination of the student's registration

- **Withdrawal:** If you decide to withdraw from your studies you are required to notify a Student Adviser of your intention. If your last date of academic engagement is within the first three weeks of your studies, each academic year, you will not incur tuition fee liability for that year of study. If you engage and then withdraw after this three-week period there will be a financial implication which will be discussed in detail at enrolment and during your exit interview. If you are funded by Student Finance and are thinking about withdrawing from your course Student Finance may not pay your full tuition fee liability this will mean a portion of your fee may be re-invoiced to you directly.
- **Immigration requirements:** Harlow College does not currently accept international students who require a VISA to study

## 10. Course Changes, Closures, Regulation and Policy Updates

We reserve the right to alter the timetable, how the course is delivered, the content and assessment of any course, provided such alterations are reasonable as outlined on page 3. Enrolled students will be informed of any variations at the earliest opportunity. Any changes will be covered during your induction process.

## 11. Complaints Procedure and Policies

If you are unhappy with any aspect of your admission, enrolment or studies at Harlow College please contact your course manager in the first instance who will seek to resolve any issues informally.

Alternatively, you can contact us by using our online form <http://www.harlow-college.ac.uk/get-in-touch/compliments-concerns>

If you wish to make a formal complaint our Complaints Policy can be found at [https://www.harlow-college.ac.uk/images/harlow\\_college/about-us/policies/Complaints\\_Policy\\_Statement\\_and\\_Procedure.pdf](https://www.harlow-college.ac.uk/images/harlow_college/about-us/policies/Complaints_Policy_Statement_and_Procedure.pdf)

We would hope that any issues you raise will be dealt with, but if you feel that our response does not meet your expectations our complaints procedure is available on our website.

Formal complaints should be submitted to the Vice-Principal.

## 12. How Harlow College may use your Personal Information

The College takes its responsibilities regarding the protection of personal privacy seriously. The information we collect and hold as a result of your application, enrolment and progress through the course will be processed and used in accordance with the General Data Protection Regulations.

At enrolment we will seek your permission to share information with other organisations for education, training, employment and well-being related purposes,

including for research. You may be contacted after you have completed your studies to establish whether you have entered employment or gone onto further training or education. Please see our website for the current Data Protection Policy.

Harlow College may disclose personal data held about you to other parties, including the following organisations:

- Awarding bodies
- Student Finance England;
- Local Education Authority;
- The Police and other law enforcement agencies and emergency services, where there is a legal basis to do so;
- The Home Office, UK Visas and Immigration (or any Body that replaces it), Higher Education Statistics Agency and professional and regulatory bodies;
- I-Graduate who undertake the Destination of Leavers from Higher Education survey

### **13. Cancellation**

Whilst Harlow College very much hopes that you will accept our offer and go on to complete successfully your chosen course of study, we recognise that you may change your mind after accepting our offer.

In accordance with Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel this contract without giving any reasons before you enrol. To cancel your place, you must inform us of your decision by way of a clear statement (e.g. by letter or by email to [admissions@harlow-college.ac.uk](mailto:admissions@harlow-college.ac.uk)).

If you cancel your place before you enrol, Harlow College will reimburse to you all payments received from you without undue delay using the same means of payments as you used for the initial transaction unless expressly agreed otherwise. You will not incur any fees as a result of the reimbursement. We will seek where possible to make a refund within 30 days of being informed of your decision to cancel your place.

## **Harlow College Terms and Conditions (T&Cs) of the Student Contract – HE**

### **Background**

Harlow College is committed to abiding by the guidance provided by the Competition and Markets Authority (CMA) to ensure that students receive clear, accurate and timely information; that terms and conditions are fair; and that complaint handling processes and practices are accessible, clear and fair. In particular we have considered, and where appropriate, acted upon the CMA's guidance on compliance with consumer protection law.

Our T&Cs are based on the expectations outlined by the Competition Markets Authority to ensure we demonstrate the relevant baseline regulatory requirements of the HE sector and ensure compliance with:

- Consumer Protection from Unfair Trading Regulations 2008 (CPRS)
- Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 (ccrs)
- Unfair terms legislation (at the date of publication, the relevant legislation is the Unfair Terms in Consumer Contracts Regulations 1999 (utccrs))
- The Office of Independent Adjudicators

### **Terms and Conditions – HNC/ HND Offer and Enrolment 2023-24**

This document sets out in detail the relationship between you and Harlow College. Before you accept an offer of a place on an HNC or HND course, you should check that the details in the offer are complete and accurate and that you have read and fully understand the following information. Copies of our T&Cs are on our website ([www.harlow-college.ac.uk](http://www.harlow-college.ac.uk)).

Higher National provision is delivered by Harlow College and accredited by Pearson Edexcel. Your lessons will take place on the Harlow College campus with access to the University Centre Harlow (UCH) building. You have full access to the academic support services provided by Harlow College, for example, learning resources, student services, admissions and job-search functions.

If you have any queries, you should contact our Admissions team by email ([Admissions@harlow-college.ac.uk](mailto:Admissions@harlow-college.ac.uk)) or telephone (01279 868100).



## Terms and Conditions of Your Offer

### 1. Acceptance of Your Offer

1.1 It is your responsibility to ensure that all of the information you have provided to Harlow College and UCAS, is true and accurate. If you provide incorrect or fraudulent information, or omit significant information Harlow College may withdraw or amend your offer and this information might be passed to the relevant third parties.

By accepting Harlow College's offer of a place on an HNC or HND course (whether through UCAS or otherwise), you accept these conditions in full, which along with:

- (i) Your offer letter;
- (ii) Harlow College Academic and Assessment Regulations for Higher Education
- (iii) The course offering as at the date of the offer (<http://www.harlow-college.ac.uk/study-options/higher-education>) and an email copy sent to you), and
- (iv) Any additional agreement that is required as part of your course, from the conditions you agree to between you and Harlow College in relation to your studies. The most up-to-date documents will be available on Harlow College's website.
- (v) Any revisions due to changes in legal requirements, student feedback and the UK Quality Code will be published at the beginning of each document. These will be communicated to you.

1.2 The Harlow College Academic and Assessment Regulations covers good academic practice, intellectual property, assessment regulation and practice, ethics, extensions, intermission, progression (resubmission and retakes) and discontinuation. The regulations are available on the Harlow College website.

1.3 The Pearson's Guide to Quality and Assessment which covers the quality cycle, frameworks, regulation oversight, assessment, grading and assessment boards and academic appeals. <https://qualifications.pearson.com/en/qualifications/btec-higher-nationals/higher-nationals-2016/about-your-new-btec-higher-nationals.html#tab-UK> - Please note that this is subject to revision by the Awarding Body.

1.4 The offer Harlow College makes to you will be conditional or unconditional. If your offer is conditional, this means that there will be set criteria you need to meet to take up your place on the course, for example, entry requirements and DBS checks. Any conditions will be made clear in your offer letter. If you do not meet the conditions of an offer by the required/requested time the offer may be withdrawn. If your offer is unconditional this means you have a firm offer from us and have met the criteria to be admitted onto your chosen course.

1.5 If you feel that the offer made to you is incorrect, inaccurate or you would like to appeal against a decision, please contact our Admissions Team - [Admissions@harlow-college.ac.uk](mailto:Admissions@harlow-college.ac.uk) .

## 2. Course Changes or Closures

2.1 Harlow College will aim to deliver course content and teaching provision as described in course handbooks, module guides, timetable information, website information and other available information provided. However, on occasion it may be necessary to change this provision either before or after enrolment due to developments in the subject, changes in staffing, or student numbers. Where this is the case, you will be informed at the earliest opportunity, either verbally or by email. Changes before you start your course will be communicated to you by letter or email.

### 2.2 Changes to services

In certain circumstances, Harlow College may need to make changes to the previously advertised course content, structure and/or method of delivery of your course or individual modules after you have accepted your offer. This may include discontinuing modules.

Reasons for changes include, but are not limited to, the following:

To meet the requirements of an accrediting, professional, statutory and/or regulatory body;

- To comply with legal, regulatory or governmental requirements;
- To respond to sector good practice or quality enhancement processes, such as in response to student feedback;
- To keep programmes contemporaneous by updating practises or areas of study;
- To safeguard academic standards;
- Because of circumstances outside of the reasonable control of the College such as an external provider no longer being available to contribute to a module and/or course;
- Where insufficient numbers of students have chosen an optional module making it unviable to run or where a member of staff whose expertise was required to run it is no longer available
- To abide by the revisions made by the Awarding Body (Pearson Edexcel).

2.3 If Harlow College decides that it is necessary to make a change before you enrol, we will inform you by letter or email as soon as it is reasonably practicable in order for you to decide whether or not you still wish to join us. If as a consequence of the change, you decide not to study with us, we will refund any tuition fees and/or deposit that you have paid in advance.

2.4 If Harlow College makes a change after you have enrolled, we will inform you by letter or email as soon as it is reasonably practicable. Harlow College will make all reasonable efforts to minimise any adverse effect the change may have on you and will endeavour to consult with potentially affected students as early as possible where it is able to do so.

2.5 In cases of material changes to your course of study or where the change is likely to have a serious adverse impact on you, Harlow College may offer you a place on an alternative course or assist you to find an alternative provider. Any entitlement you may have to a refund of fees will be determined in accordance with our Fees Policy.

## 2.6 Discontinuing courses

In certain circumstances, Harlow College may be required to discontinue courses of study prior to you enrolling as a student. This could occur where insufficient students (less than 10) accept offers and it is therefore not financially viable for Harlow College to run the course or where a course will not be accredited/validated by the start of the academic year. In the event that Harlow College is required to cancel your course before you enrol, we will inform you by letter or email as soon as it is reasonably practicable to do so and we will refund any tuition fees or deposit you have paid in advance. Where reasonable and appropriate to do so, Harlow College will work with you to try and identify a suitable alternative course with us for you to study or possibly offer you a deferred place for a subsequent intake.

2.7 In exceptional circumstances, Harlow College may have to merge or discontinue your course once you have enrolled for one or more of the following reasons:

- To comply with legal, regulatory or governmental requirements;
- Where accreditation or validation of the course is withdrawn;
- In other circumstances outside our reasonable control which make it impossible or prohibitively impractical to continue the course;
- Insufficient students (less than 5) have elected to study an optional module which is therefore neither viable and would impact negatively on the student experience.

If Harlow College discontinues or merges your course in these circumstances, we will inform you as soon as it is reasonably practicable to do so and will endeavour to consult with potentially affected students. Where appropriate, Harlow College will try and identify a suitable alternative course with us for you to transfer to or, if preferable, we will assist you to find an alternative provider. If you decide to transfer to a new provider, Harlow College will work with your new provider in order to transfer over any academic credit already gained.

2.8 Should you become a student at Harlow College, this notice shall constitute a term of any contract between you and Harlow College. Any offer of a place made to you by Harlow College is made on the basis that in accepting such an offer you signify your consent to the incorporation of this notice as a term of any such contract.

## 3. What is Your Fee Liability?

3.1 Students are charged a tuition fee for each academic year of their course when they enrol. Tuition fee information is available on the website [www.harlow-college.ac.uk](http://www.harlow-college.ac.uk). We reserve the right to increase your Tuition fees annually in line with inflation to take into account inflationary costs incurred to deliver your course.

## 3.2 Additional Costs

There are course related costs for stationery, books (although the iHub has core texts and extensive virtual resources), non-mandatory trips or visits and media

equipment if you wish to specialise in a specific area (although video and cameras are bookable for students on the designated courses without charge). We would recommend that students research student discounts prior to purchasing computers and software.

You will also be expected to pay for your own accommodation, gym and recreational facilities if this is not part of your course of study, and travel if required since this is not covered in your tuition fee.

#### **4. What Happens if you Change Your Mind?**

Whether you receive your offer directly from Harlow College or through UCAS, you have a statutory right to cancel your application with us under the Consumer Contracts Regulations 2013. At any stage of your application you can cancel your place. You must notify the Admissions Team of your cancellation by updating your UCAS record or contacting us directly. You will not incur any costs or fee liability if you cancel before you enrol. We will update our records within 14 days. If you encounter any issues please contact the Admissions Team.

#### **5. Terms and Conditions of Your Enrolment**

##### **5.1 Enrolment and Registration**

It is your responsibility to ensure that all of the information you have provided to Harlow College and UCAS is true and accurate. If you provide incorrect or fraudulent information, or omit significant information Harlow College may terminate your enrolment.

##### **5.2 Evidence Requirements of your Enrolment**

You must provide the following information and documentation for verification by Harlow College before you are permitted to enrol:

- a. Original certificates and/or transcripts confirming your prior qualifications (original copies)- this is required if you have an unconditional or conditional offer.
- b. Photographic ID (i.e. Driving licence, passport, visa card)
- c. Method of fee payment (Student Finance Notification letter, Employer Sponsorship Letter or Purchase Order Number, credit/debit card to make an online payment). At the point of enrolment, you will be entering into a fee liability agreement. It should be noted that if you withdraw within 3 weeks of enrolment you will not be liable for fees. However, you must be mindful of any contracts you sign with accommodation providers as their terms and conditions will vary.

##### **5.3 By enrolling on an HNC or HND course (whether through UCAS or otherwise), you accept these conditions in full, which along with: (i) your offer letter; (ii) Harlow College Academic and Assessment Regulations (iii) the course offering as at the date of the offer (<http://www.harlow-College.ac.uk/study-options/higher-education>), and (iv) any additional agreement that is required as part of your course e.g. DBS clearance.**

##### **5.4 The Pearson's Guide to Quality and Assessment which covers the quality cycle, frameworks, regulation oversight, assessment, grading and assessment boards and academic appeals. <https://qualifications.pearson.com/en/qualifications/btec->**

higher-nationals/about/quality-assurance-process.html. Please note that this is subject to revision by the Awarding Body.

#### 5.5 Key points of regulations that you should be aware of include (but not limited to):

- a. **Attendance:** You will need to participate fully in your course. This will include attending and taking part in teaching, learning and/or events included in your course.
- b. **Fees and Finance:** All compulsory fees are advertised in advance of your enrolment. Additional costs, for example payment for events or trips, are in addition but are not compulsory. When you sign your enrolment form you are agreeing to pay all course fees in accordance with the payment terms agreed. If you fail to pay your course fees when they are due we may withdraw you from your studies. Tuition fees may increase annually in- line with inflation to take into account inflationary cost incurred to deliver your course. If you fail to pay your course fees when they are due we may withdraw you from your studies or prevent you from progressing to the next year of your course. If you have outstanding tuition fees you will be unable to graduate and receive your certificate.
- c. **Re-Enrolment/Re-Registration:** You are required to complete enrolment with Harlow College when you start your course and each academic year on an annual basis for the duration of your course. This is to ensure your contact information and course related details are up-to- date. This process must be completed within 3 weeks of commencement of your course each academic year. Failure to complete registration may result in us withdrawing you from your studies.
- d. **Progression:** You may be discontinued if you are no longer able to continue to study towards your intended award (e.g. you have failed units and you have exhausted all available re-take and/or replacement module options). The consequence of discontinuation may be admission to an alternative course, or the conferment of an intermediate award, or termination of the student's registration.
- e. **Withdrawal:** If you decide to withdraw from your studies you are required to notify a Student Adviser of your intention. If your last date of academic engagement is within the first three weeks of your studies, each academic year, you will not incur tuition fee liability for that year of study. If you engage and then withdraw after this three-week period there will be a financial implication which will be discussed in detail at enrolment and during your exit interview. If you are funded by Student Finance and are thinking about withdrawing from your course Student Finance may not pay your full tuition fee liability this will mean a portion of your fee may be re-invoiced to you directly.
- f. **Immigration requirements:** Harlow College does not currently accept international students who require a VISA to study.

## 6. Course Changes, Closures, Regulation and Policy Updates

We reserve the right to alter the timetable, how the course is delivered, the content and assessment of any course, provided such alterations are reasonable as outlined on page 3. Enrolled students will be informed of any variations at the earliest opportunity. Any changes will be covered during your induction process.

## **7. Complaints Procedure and Policies**

7.1 If you are unhappy with any aspect of your admission, enrolment or studies at Harlow College please contact your course manager in the first instance who will seek to resolve any issues informally.

Alternatively, you can contact us by using our online form <http://www.harlow-college.ac.uk/get-in-touch/compliments-concerns>

If you wish to make a formal complaint our Complaints Policy can be found at [https://www.harlow-college.ac.uk/images/harlow\\_college/about-us/policies/Complaints\\_Policy\\_Statement\\_and\\_Procedure.pdf](https://www.harlow-college.ac.uk/images/harlow_college/about-us/policies/Complaints_Policy_Statement_and_Procedure.pdf).

We would hope that any issues you raise will be dealt with, but if you feel that our response does not meet your expectations our complaints procedure is available on our website.

Formal complaints should be submitted to the Deputy Principal.

## **8. How Harlow College may use your Personal Information**

8.1 The College takes its responsibilities regarding the protection of personal privacy seriously. The information we collect and hold as a result of your application, enrolment and progress through the course will be processed and used in accordance with the General Data Protection Regulations.

8.2 At enrolment we will seek your permission to share information with other organisations for education, training, employment and well-being related purposes, including for research. You may be contacted after you have completed your studies to establish whether you have entered employment or gone onto further training or education. Please see our website for the current Data Protection Policy.

8.3 Harlow College may disclose personal data held about you to other parties, including the following organisations:

- Awarding bodies (in this case Pearson)
- Student Finance England;
- Local Education Authority;
- The Police and other law enforcement agencies and emergency services, where there is a legal basis to do so;
- The Home Office, UK Visas and Immigration (or any Body that replaces it), Higher Education Statistics Agency and professional and regulatory bodies;
- I-Graduate who undertake the Destination of Leavers from Higher Education survey

## **9. Cancellation**

9.1 Whilst Harlow College very much hopes that you will accept our offer and go on to complete successfully your chosen course of study, we recognise that you may change your mind after accepting our offer.

- 9.2 In accordance with Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel this contract without giving any reasons before you enrol. To cancel your place, you must inform us of your decision by way of a clear statement (e.g. by letter or by email to [admissions@harlow-college.ac.uk](mailto:admissions@harlow-college.ac.uk)).
- 9.3 If you cancel your place before you enrol, Harlow College will reimburse to you all payments received from you without undue delay using the same means of payments as you used for the initial transaction unless expressly agreed otherwise. You will not incur any fees as a result of the reimbursement. We will seek, where possible, to make a refund within 30 days of being informed of your decision to cancel your place.