

SERC Business Support Terms and Conditions

Effective from 24 May 2024

This document sets out the terms and conditions upon which a participant will be enrolled for the delivery of the programmes at the South Eastern Regional College (SERC), and includes enrolment through an employer.

In this document, the terms “we”, “us” and “the College” refer to SERC.

In this document, the terms “you” and “employer” refer to the participant’s employer and which may include a company, sole trader or a partnership, through which an application to enrol in a programme at SERC is made.

In this document, the terms “student” and “participant” refers to the participant enrolled by an employer in a programme at SERC.

Contents

Business Support Terms and Conditions.....	1
1. Introduction	3
2. Your application and offer	4
3. Enrolment.....	4
4. Disclosure of criminal convictions and related information	5
5. Fees	6
6. InnovateUs, Skills Focus and Innovation Vouchers	7
7. Changes to your programme	8
8. Students with a Disability or other Additional Learning Support Need.....	9
9. Cancellation	9
10. Data Protection	11
11. Intellectual Property	13
12. Liability	13
13. Educational Provision	14
14. Complaints	14
15. Disclaimer	14
16. General	15
Annex A	17
Regulations, Policies & Standard Operating Procedures (SOPs) applying to Applicants and Students.....	17
Annex B	18
Cancellation Form	18

1. Introduction

1. The following terms and conditions, together with the regulations and policies referred to in this document or listed at Annex A, are referred to collectively as the “Terms”. The Terms provide you with information about the College’s policies, procedures and regulations. They also define our obligations to you and your obligation to us.
2. These Terms form the contract between you and the College (“the Contract”).
3. By returning a signed copy of the Terms in accordance with Annex C, this constitutes your acceptance of the offer of a place made to the participant by the College and your agreement to comply and be legally bound by the Terms, at which point the Contract between you and the College will be formed.
4. It is therefore important that you read the Terms carefully and make sure that you understand them before accepting your offer.
5. The Contract is conditional upon the completion of enrolment by an employer on behalf of the participant, or by a participant. Enrolment shall only be completed once you have made the upfront payment of the tuition fees and of any other related costs in full to the College in accordance with the [Fees Policy](#). If enrolment is not completed (including if the tuition fees are not paid in accordance with the required timeframe in the [Fees Policy](#)), the Contract shall automatically terminate on the day after the date on which the payment of the tuition fees was due and the obligations hereunder shall lapse.
6. The College shall confirm receipt of the payment of tuition fees and completion of enrolment to the Employer.
7. We will review and, if appropriate, update aspects of these Terms annually. Any amendments made by the College to the Terms will be made available on the College’s website, <https://www.serc.ac.uk/>, which you should consult regularly. We will take reasonable steps to bring these changes to the attention of the employer as soon as reasonably practicable.
8. Some programmes may require you to agree to the terms and conditions of professional bodies or third-party providers. Details of these requirements are set out in the Industry Prospectus and the college website. By agreeing to these Terms, you also agree to abide by a relevant professional bodies’ terms and conditions. In the event of any conflict between a provision in these Terms and the other documents forming part of and/or being referred to in the Contract (including any professional bodies’ terms and conditions if applicable), these Terms will take precedence.

2. Your application and offer

1. The College will require you to provide satisfactory evidence of the participant's qualifications and/or professional competency, on terms satisfactory to the College, and as set out in the Industry Prospectus (as may be amended from time to time) before admission. Failure to provide satisfactory evidence to us, within any required deadline, may result in the termination of your offer and the cancellation of the Contract.
2. By accepting the offer of a place at the College, you confirm and declare that all information you and/or the participant have provided to us is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or if relevant information has been omitted, your offer may be amended or withdrawn. The Contract and the participant's registration at the College may, therefore, be terminated at the College's sole discretion.

3. Enrolment

1. To become a student of the College, you, on behalf of the participant, and/or the participant are required to enrol at the start of the participant's proposed programme of study.
2. By enrolling and registering on behalf of the participant, you, as the Employer confirm that you are aware of and have been given sufficient information, and shall procure that the participant is aware of and has been given sufficient information, about the:
 - a. Title of the course that the participant is studying.
 - b. Core modules/units of study for the course and any optional modules/units and any work-based commitment.
 - c. Number of modules/units that the participant must successfully complete in order to achieve the participant's desired qualification.
 - d. Potential award or grading available on successful completion of your course and who is responsible for awarding. For the avoidance of

doubt, note that the College is not an awarding body and, instead, it acts on behalf of awarding bodies.

- e. Location of the participant's studies.
 - f. Procedure for any changes to the programmes as per section 7 below.
3. By enrolling and registering on behalf of the participant, you confirm and shall procure that the participant will abide by the regulations and policies of the College, listed at Annex A, and that you are liable for the payment of the participant's full tuition fee and any other related costs based on the programme of study the participant enrolls on (see section 5 below).
 4. By enrolling and registering on behalf of the participant for the participant to become a student of the College, the Employer shall undertake that: "we do hereby promise that we will conform to the Regulations, Policies and Procedures of South Eastern Regional College as set out in Annex A to these Terms."
 5. By the participant being enrolled and registered to become a student of the College, the Employer shall procure that the participant undertakes that: "I do hereby promise that I will conform to the Regulations, Policies and Procedures of South Eastern Regional College as set out in Annex A to these Terms"

4. Disclosure of criminal convictions and related information

1. By enrolling and registering the participant warrants that at the time of submission of their application, they have provided information of any 'conviction' as defined by article 2(2) of the Rehabilitation of Offenders (Northern Ireland) Order 1978 ("**Criminal Conviction**") and, if the participant has a Criminal Conviction, they have completed, signed and returned The Criminal Convictions Disclosure Form which is contained within The Disclosure of Criminal Conviction Procedure (as appended to Annex A).
2. Failure to declare a Criminal Conviction at the time of submission of your application on behalf of a participant may result in the offer of a place being withdrawn, and enrolment being cancelled, and the Contract being terminated.

3. Should an enrolled participant receive a Criminal Conviction after enrolment (both before the commencement of their course or at any time during their course) then you must procure that the participant shall immediately complete and return a Criminal Convictions Disclosure Form. Failure to do so may result in their enrolment being cancelled and the Contract being terminated.

5. Fees

1. Information about our tuition fees and related charges are contained within the [Fees Policy](#). In particular, we would draw your attention to the section on page 6 of the [Fees Policy](#), entitled 'Business Engagement' and section 3 of Appendix C, entitled 'Sponsors.' Where other costs directly related to the participant's programme of study are likely to be incurred, these will be set out in your programme information. You are responsible for payment of any such costs in line with the [Fees Policy](#), or as may be notified to you by the College, at the College's discretion. By accepting the offer and enrolling on the course on behalf of the participant, you confirm that you shall procure that the participant has received sufficient information on the programme that you and/or the participant have chosen and are aware of the associated fees and payment terms.
2. Any fees for courses that are part funded by the Department for the Economy's Skills Focus programme will be calculated by using the DfE funding calculator. This will incorporate the level of the course of study and the guided learning hours. The Employer's contribution will be 25% of the overall fees.
3. At enrolment, all tuition fees must be paid in full by the Employer. Full details of the payment options are available at [Fees Policy](#).
4. It will be your responsibility to ensure that all tuition and other fees and charges payable to the College are paid when due in line with the [Fees Policy](#). Participants will not be permitted to enrol or continue in their course of study if fees remain unpaid.
5. If the participant ceases to be a student of the College; because for example he/she withdraws, or the College terminates his/her registration, you will remain liable for any outstanding fees and charges. Please refer to the [Fees Policy](#) for further information. You may be entitled to a refund or a fee waiver if the participant withdraws from the College, due to extenuating circumstances.

Details of are outlined in the Fee Waiver & Refund SOP . The college will not refund to the participant anything that has been paid directly by an employer.

6. It is important that you read the [Fees Policy](#) and the Fees Refund and Waiver Policy as it sets out the College's and your respective rights and obligations.
7. The College may pursue legal proceedings against you if you are in debt to the College or may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations.

6. InnovateUs, Skills Focus and Innovation Vouchers

1. The College operates several initiatives as set out below on which participants may be enrolled:
 - a. **InnovateUs** and **Skills Focus** are skills development programmes funded by the Department for the Economy and delivered across Northern Ireland by the six further education (FE) colleges.
 - b. The focus of **InnovateUs** is to enable small businesses, with fewer than 50 employees, to acquire the skills necessary to engage in innovation activities. By gaining these skills, small businesses can then undertake additional forms of innovation, which will contribute to growth and development.
 - c. The aim of **Skills Focus** is to provide tailored skills provision to small to medium sized enterprises with less than 250 employees to help meet business needs and increase the skills levels of the existing workforce to level 2 and above qualifications. (together "the Initiatives")
2. Due to the nature of the funding support for the Initiatives a commitment must be given by the participant to attend agreed mentoring sessions as outlined in the Training Plan agreed in writing between SERC and the Employer in advance of the mentoring taking place.
3. If the participant cannot attend a planned mentoring session, contact must be made to their Business Development Manager at least 48 hours prior to the date and time. Failure to fulfil two or more mentoring sessions will result in the withdrawal of the participant's Innovation support.

4. If at any stage the participant is unable to fully commit to the mentoring project, please contact your Business Development Manager who will postpone or withdraw the support accordingly.

7. Changes to your programme

1. We prepare our Industry Prospectus and online information about our programmes with care and every effort is made to ensure that the information is accurate. Information included in the Industry Prospectus may change before you receive your offer. If updates and changes occur, you will be contacted by your Business Development Manager. Online course and mentoring information will also be fully updated.
2. The College will endeavour not to change the information provided to you on your programme other than in the circumstances described below:
 - a. A programme title may change, for example, to reflect developments in the subject. If the College intends to change the title of your programme, you will be informed of the proposed change and your consent to this change sought.
 - b. Core modules are not expected to change during your programme of study, but the content will be updated. However, in some disciplines the subject develops rapidly, so it is possible that core modules may need to be replaced to reflect the change.
 - c. Programmes offered by the College change over time, as new programmes are introduced, and others withdrawn. If the programme you have enrolled the participant on is withdrawn, the College will take all reasonable steps to minimise the effect and will seek to offer you a suitable replacement programme for which the participant is qualified. Where a programme is to be withdrawn, the College will at the earliest possible opportunity take all reasonable steps to notify you, who have registered an interest in the relevant programme.
 - d. Where a programme is accredited by a professional body, the College may be required to change the programme to meet the requirements of the professional body.
3. In all cases where there is to be a programme change the College will communicate to employers and participants who would be affected by this, as soon as reasonably practicable. In most cases notice will be given to

participants and employers during the academic year before the change is effective. The College, Employer and participant acknowledge that there are, however, limited circumstances where changes need to be made with a shorter notice period which shall be determined at the College's sole discretion.

8. Students with a Disability or other Additional Learning Support Need

1. SERC is committed to a policy of equal opportunity and will ensure that appropriate reasonable adjustments are made to assist all students with a disability, learning difficulty and / or other long-term medical condition. In doing so SERC will comply with the requirements of the Specialist Educational Needs and Disability (Northern Ireland) Order 2005, Section 75 of the Northern Ireland Act 1998, and other relevant legislation.
2. To avail of any reasonable adjustment or other support, you and/or the participant must disclose the participant's disability or other additional learning support need during the application process. Failure to do so means that SERC may not be able to have the appropriate support arrangements in place in a timely manner. Students disclosing a disability or additional learning needs may be referred to the Learning Support Team for assessment in order to initiate support.
3. SERC, on occasion may decide that it is unable to meet the additional needs of a participant and in such situations will communicate the reasons for this decision with the participant, their family, their employer or carer as appropriate.

9. Cancellation

1. The College's Admissions and Enrolment Process is subject to all applicable consumer protection laws. This means that in certain circumstances you have the 'Right to Cancel' your application to study within 14 days of accepting the offer.
2. Right to Cancellation:

- a. If the place on the course is accepted by you by distance communication (for example, via email or online, without face to face contact) you have a legal right to cancel the Contract. This can be done at any time within 14 days after:
 - i. the date of your acceptance of the unconditional or conditional offer of a place on a course or a programme.
 - ii. enrolment of the participant by the employer on a programme of study.
 - b. If you so wish to cancel the Contract, you must inform our Business Services Department of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email) or by completing the cancellation form at Annex B. If you cancel within the 14-day period, any advance payment made by you will be refunded in full.
3. Notwithstanding your specific rights in sections 9.2 to cancel, you are also entitled to cancel the Contract and the participant withdraw from his/her programme after expiry of the cancellation period by following our withdrawal procedure Fee Waiver & Refund SOP . If you cancel the Contract in this way, then you may lose all or part of the tuition fees or other payments paid by you, or on your behalf, and may still be liable for any outstanding fees in accordance with the College's [Fees Policy](#) and Fee Waiver & Refund SOP .
4. Subject to your right of internal appeal and any requirement to pay fees, your obligations under the Contract will end if your application is withdrawn or the participant's studies with the College are terminated. Termination may occur because:
 - a. A request from us for additional information in support of an application or enrolment remains unanswered within the period stipulated;
 - b. Failure to enrol with the College and/or pay outstanding fees in accordance with our [Fees Policy](#).
 - c. We have reason to believe that the participant is not fully engaged with his/her studies, or that he/she has left the programme without notifying us.
 - d. Action has been taken against you and/or the participant in accordance with our regulations (see Annex A);
 - e. Action has been taken against you and/or the participant following the decision of an Exams Board.
5. In addition, we may end the Contract by written notice to you if:

- a. There is a change in your circumstances between accepting an offer and the participant starting his/her programme, which, in our reasonable opinion, makes it inappropriate for he/she to study on the programme;
- b. We become aware of information about you and/or the participant which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for the participant to study on the programme; or
- c. You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to the application for the programme.

10. Data Protection

As a Data Controller, the College recognises and respects the importance of the employer's and the participant's privacy and is committed to treating the employer's and the participant's personal information responsibly and in compliance with all relevant data protection legislation. The FE Sector Data Protection Policy is available on our website Policies & Procedures

1. The College is permitted to process personal data in accordance with this agreement where there is a legal basis to do so. In relation to the information provided on this form, the General Data Protection Regulation (GDPR) 'lawful basis' for our processing will be the following:
 - a. **Article 6.1(c)** processing is necessary for **compliance with a legal obligation** to which the controller is subject
 - b. **Article 6.1(d)** processing is necessary for the performance of a contract to which the data subject is party e.g. where enrolment is taking place with the participant directly.
 - c. **Article 6.1(e)** processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. On behalf of the Department for the Economy (DfE), our role is providing you with quality education.
 - d. **Article 6(1)(f)** processing is necessary for the College's legitimate interests to enable the College to enrol the participant and provide education services.

2. The information you provide by completing the SERC enrolment form will be processed in order to administer the participant's studies, to deliver your programme and to monitor the participant's performance and attendance. We also use this information to manage recruitment, admission, registration, enrolment, study, examination and graduation.
3. Your and/or the participant's information will also be used to provide you and/or the participant with College facilities and services, to provide you with support and to process any payments made to you. We may also use your information to conduct research and surveys to identify ways to enhance learning, teaching, assessment and the broader student experience, in such instances, we will obtain your and/or the participant's consent.
4. The College may also be required to process your/the participant's personal data for purposes which are reasonably practicable, but we will only do so where a legal basis exists in accordance with Article 6(1) of the GDPR.
5. Information may be passed between various sections of the College for operational reasons and may also be disclosed to external agencies to which we have obligations or where it is in our legitimate business interests for the provision of education services (for example Government Agencies and associated Statutory Bodies, Higher Education Statistics Agency, Government Survey & Research Organisations, UCAS, Student Loans Company, Education Authority, Learner Records Service, Crime Prevention Agencies, Employers who pay fees and/or allow you time off work to attend your course, Examination Awarding Bodies, Social Welfare Organisations, Trade Unions, Careers Service, UKBA and potentially other such organisations for defined purposes. It may also disclose information to examining bodies and legal representatives.
6. The College has put in place appropriate security measures to prevent the participant's and/or your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, the College limits access to the participant's and/or your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process personal data on our instructions, and they are subject to a duty of confidentiality.
7. Further information on how a participant's personal data is processed by the College is available on our website [Customer Privacy Notice](#).

11. Intellectual Property

1. The participant or employer shall normally own any intellectual property he/she generates during the programme including, without limitation, the content of examination scripts and assignments. The participant or employer will be advised if there are different arrangements applicable to his/her programme or study.

12. Liability

1. The College shall have no responsibility or liability for loss or damage to you and/or the participant's personal property, or any injury to you and/or the participant (financial or otherwise), caused by another of our students or by a person who is not our employee or authorised representative. You and/or the participant may wish, therefore, to insure your/his/her personal property.
2. The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by an act or event beyond the College's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm and national emergencies ("force majeure event"). If the College is the subject of a force majeure event, it will take all reasonable steps to minimise the disruption to the participant's studies.
3. The Employer shall assume all responsibility and liability for all acts and omissions of the participant howsoever arising in connection with the Contract. The Employer shall indemnify the College against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other reasonable professional costs and expenses) suffered or incurred by the College arising out of or in connection with any acts and omissions of the participant howsoever arising in connection with this Contract.

13. Educational Provision

1. The College shall endeavour to deliver the programme with reasonable care and skill in accordance with the description provided in the prospectus and the online information. It will clearly explain the academic requirements of the programme to you and/or the participant in advance.
2. The participant must strive to fulfil all the academic requirements of his/her programme, including the submission of course work and other assignments. The participant is expected to attend examinations and other required events on time and in accordance with the policies, rules and regulations of the College.
3. If the participant does not act in accordance with this Contract, the College may take reasonable action. In this regard, SERC may initially decide to hold a face-to-face meeting with the participant to discuss the participant's failure to comply with any requirements under the Contract. Following this meeting, an action plan may be agreed between SERC and the participant which shall be monitored by SERC, and the Employer shall be kept fully informed at all stages. For the avoidance of doubt, failure to comply fully with the action plan may result in removal from the programme and termination of the Contract.

14. Complaints

1. If you have a complaint about the College, you should follow our Complaints Procedure which can be found at [Complaints and Compliments Procedure](#).
2. We aim to resolve any complaints you may have as promptly, fairly and amicably as possible.

15. Disclaimer

1. Although all reasonable steps are taken to provide the programmes and services described, the College cannot guarantee the provision of any course or facility and the College may make variations to the contents or methods of delivery of courses, discontinue, merge or combine courses and introduce new courses if such action is reasonably considered to be necessary by the College. Such circumstances include (but are not limited to) industrial action,

lack of demand, departure of key staff, changes in legislation or Government policy, withdrawal or reduction of funding or other circumstances beyond the College's reasonable control.

2. If the College discontinues any courses, it will use its reasonable endeavours to provide a suitable alternative course. In addition, courses may change during the course of study and in such circumstances the College will normally undertake a consultation process prior to any such changes and seek to ensure that no student is unreasonably prejudiced as a consequence of such change.
3. The College does not accept responsibility (other than through the negligence of the College, its staff or agents) for the consequence of any modification or cancellation of any course, or part of a course, offered by the College but will take into consideration the effects on individual students and seek to minimise the impact of such effects where reasonably practicable.
4. The College cannot accept any liability for disruption to its provision of educational or other services caused by circumstances beyond its control, but the College will take steps to minimise the resultant disruption to such services.

16. General

1. The Contract constitutes the entire agreement between the College and you in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the College and you, whether written or oral, relating to its subject matter.
2. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
3. Any failure or delay by us to exercise any right or remedy under the Contract, or by law, shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
4. If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

5. Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland and will be subject to the exclusive jurisdiction of the Northern Ireland courts to which both parties submit.

Annex A

Regulations, Policies & Standard Operating Procedures (SOPs) applying to Applicants and Students

- [Notification of Absence](#)
- [CCTV SOP](#)
- [Complaints and Compliments Policy](#)
- [Curriculum Policy](#)
- [Data Protection Policy](#)
- [Educational Visits SOP](#)
- [Fees Policy](#)
- [Freedom of Information Policy](#)
- [General Health and Safety SOP](#)
- [Health and Safety Policy](#)
- [Learning Support SOP](#)
- [Smoking Policy](#)
- [Student and Trainee Performance, Behaviour and Disciplinary Management Policy](#)
- [Student and Trainee Performance, Behaviour and Disciplinary Management SOP](#)
- [Student Bullying SOP](#)
- [Substance Misuse SOP](#)
- [Work Placement and Experience SOP](#)
- [Higher Education Programmes SOP](#)
- [Acceptable ICT Use Policy](#)
- [E-Safety Policy](#)
- [ICT Security Policy](#)
- [ICT Systems and Services SOP](#)
- [Fees Refund and Waivers SOP](#)
- [Safeguarding, Care and Welfare SOP](#)
- [Higher Education Accreditation of Prior Learning SOP](#)
- [Disclosure of Criminal Convictions Information](#)

Further SOP's and Policies can be found on our website: [View More Policies](#)

Annex B

Cancellation Form

If you accept your offer or enrol by distance communication (without face to face contact) you have a legal right to cancel the Contract at any time within 14 days of the date of your acceptance of the offer and/or the date of the enrolment.

You may do so by notifying the College by completing the [Notification of Cancellation of Contract](#) form.

Please return to Customer Services or info@serc.ac.uk.