

South Eastern Regional College

Terms and Conditions

Effective from 21 October 2020

This document sets out the terms and conditions upon which an applicant to South Eastern Regional College (SERC) may be made an offer or enrolled on our programmes.

In this document the terms “we”, “us” and “the College” refer to South Eastern Regional College (SERC).

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1. Introduction

1. The following terms and conditions, together with the regulations and policies 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. By accepting an offer of a place made to you by the College, and/or enrolling, you agree to comply with and be bound by the Terms. It is therefore important that you read the Terms carefully and make sure that you understand them before accepting your offer and/or enrolling. These Terms form part of the contract between you and the College (“the Contract”).
3. We will review and, if appropriate, update aspects of these terms and conditions annually. Any amendments made by the College to the Terms and Conditions will be made available on the College’s website, which you should consult regularly, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably practicable.
4. 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 prospectus or 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 the contract (including any professional bodies’ terms and conditions if applicable), these Terms will take precedence.

2. Your application and offer

1. The College’s offer to you may be conditional. Where your offer is conditional, the conditions you need to fulfil to be admitted to the programme of study will be set out in your offer. Conditions may be academic and/or non-academic.
2. The College will require you to provide satisfactory evidence of your qualifications 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.
3. By accepting the offer of a place at the College, you confirm and declare that all information you have provided to us is true, accurate, complete and not

misleading. If your application is found to contain inaccurate or misleading information, or relevant information has been omitted, your offer may be amended or withdrawn. The Contract and your registration at the College may, therefore, be terminated.

4. If you are deemed to be an International, GB or Islands student for fees purposes, then your offer is made on that basis. Details of tuition fees are outlined in the Fees Policy available at [Fees Policy](#).

3. Enrolment

1. To become a student of the College you are required to enrol at the start of your proposed programme of study and if necessary re-enrol annually thereafter for each subsequent year of study
2. By enrolling and registering you confirm that you are aware of and have been given sufficient information about the:
 - a. title of course you are 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 you must successfully complete in order to achieve your desired qualification;
 - d. potential award or grading available on successful completion of your course and who is responsible for awarding it (awards are made by an awarding body or University partner and not the College);
 - e. duration of the course and format of study;
 - f. location of your studies; and
 - g. procedure for changes to programmes as per section 7 below.
3. By enrolling and registering you confirm that you will abide by the regulations and policies of the College, listed at [Annex A](#), and that you are liable for the payment, if applicable, of your full tuition fee and any other charges based on the programme of study you enrol on (see section 6 below).

4. Every person by enrolling and registering to become a student of the College makes the following undertaking: "I do hereby promise that I will conform to the Regulations, Policies and Procedures of South Eastern Regional College"

4. International Students and Tier 4 Compliance Requirements

1. An international student is defined as a student who does not qualify as a resident or citizen of an EEA member states and has been granted a Tier 4 Visa.
2. The College is a Tier 4 Sponsor and will therefore seek to ensure that International students are compliant with the Tier 4 Point Based Systems.
3. The College is under an obligation to report the following breaches of agreement to the UK Visas and Immigration (UKVI) using the Sponsor Management System (SMS) for Certificate of Acceptance for Studies:
 - a. If you fail to enrol on the accepted course within the enrolment period.
 - b. If you miss 10 expected contacts without permission.
 - c. If there are any significant changes in circumstances, for example, if the length of a course of study becomes shorter.
 - d. If you withdraw from, or defer, your studies.
 - e. If the College stops sponsoring you for any reasons.
 - f. If there are any suspicions that you are breaking the conditions of permission to stay.
4. If you are an international student you will be required to demonstrate that you can speak and understand English, by taking an English Language test with one of the UKVI approved test providers (unless you are a national of a majority English Speaking Country as defined by the UKVI). The College requirements are in addition to those required by the UKVI.
5. The College will copy and keep the relevant pages of your passport showing all personal details (including biometric details) and leave stamps or immigration status documents - including evidence of your entitlement to

study in the United Kingdom and the period that you have permission to stay here. You must present your original passport at the time of enrolment.

6. You must provide contact details including your local address and telephone number. You must inform the College if your contact details change for any reason.
7. You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the College. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law.

5. Disclosure of criminal convictions and related information

1. Applicants who hold a Criminal Conviction as defined by the Rehabilitation of Offenders (Northern Ireland) Order 1978 at the time of their application must provide information regarding their Criminal Conviction as part of the application process. Applicants with a Criminal Conviction must complete, sign and return The Criminal Convictions Disclosure Form which is contained within The Disclosure of Criminal Conviction Procedure.
2. Failure to declare a criminal conviction at the time of application may result in the offer of a place being withdrawn or an enrolment being cancelled. Should an enrolled student receive a Criminal Conviction after enrolment (both before the commencement of their course or at any time during their course) then they must immediately complete and return a Criminal Convictions Disclosure Form. Failure to do so may result in their enrolment being cancelled.

6. Fees

1. Information about our tuition fees and related charges are contained within the [Fees Policy](#). Where other costs directly related to your 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. By accepting your offer

and enrolling on the course you confirm that you have received sufficient information on the programme that you have chosen and are aware of the associated fees and payment terms.

2. Your tuition fee will be determined by a combination of factors, including whether you are a Further Education or Higher Education student, whether you are studying full time or part-time and your tuition fee status. Your tuition fee status is determined by whether you are a home, EU, GB/Islands or International student as defined in the [Fees Policy](#).
3. The College reviews its tuition fees and related charges annually. The level of your fees will be determined based on the first year that you commence your studies at the College.
4. At enrolment, tuition fees must be either paid in full, or a commitment given to pay these by one of the approved payment options. Full details of the payment options are available at [Fees Policy](#).
- 5. It will be your responsibility to ensure that all tuition and other fees and charges payable to the College are paid when due. If payment of your tuition fees is being met by a third party (e.g. sponsor or employer) and the third party fails to make payment, then you will be personally liable for the tuition fees or any outstanding balance of fees.**
6. In the event that your tuition fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to withdraw access to College facilities, withhold exam results and certificates, or refuse to permit you to continue on your programme of study and terminate the Contract.
7. If you cease to be a student of the College; because for example you withdraw, or the College terminates your 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 you withdraw from the College, due to extenuating circumstances. Details of the [Fee Waiver & Refund SOP](#) are outlined Fee Waiver & Refund SOP.
8. The College will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.
9. It is important that you read the Fees Policy as it sets out the College's and your respective rights and obligations.

10. 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.

7. Changes to your programme

1. We prepare our 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 prospectus may change before you receive your offer. Updates and changes will be published online, so you should check the College website for the most current information before you accept your offer.
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 applied to 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 you are 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. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered to complete the programme within the normal period of study.

- 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 students and applicants who would be affected by this, as soon as it has been approved. In most cases this will be in the academic year before the change happens. There are, however, limited circumstances that generally cannot be anticipated where changes need to be made with less notice.

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 an applicant must disclose their 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. It is the applicant's / student's responsibility to provide the College with appropriate documentary evidence of any additional learning support need as required and as detailed in the [Learning Support Operational Procedure](#). Failure to provide this evidence in a timely manner may mean that the College is unable to put the relevant support arrangements in place.
3. SERC, on occasion may decide that it is unable to meet the additional needs of an applicant and in such situations will communicate the reasons for this decision with the applicant their family or carer as appropriate.

9. Cancellation

1. The College's Admissions and Enrolment Process is subject to consumer protection law, and in particular the Consumer Rights Act 2015 and Consumer Contracts Regulations (or such other legislation in effect from time to time). This means that in certain circumstances you have the 'Right to Cancel' your application to study within 14 days of accepting your offer or enrolling on a course with the College.
2. Right to Cancellation – Offer Stage:
 - a. If you accept your offer 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 of the date of your acceptance of the unconditional or conditional offer of a place on a course or a programme.
 - b. If you so wish to cancel the Contract, you must inform our Customer 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 or deposit made by you will be refunded in full.
3. Right to Cancellation – Enrolment Stage:
 - a. If you enrol 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 of the date of your enrolment on a course or a programme.
 - b. If you so wish to cancel the Contract, you must inform our Customer 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 or deposit made by you will be refunded in full.
4. Notwithstanding your specific rights in sections 9.2 and 9.3 to cancel, you are also entitled to cancel the Contract and withdraw from your programme after expiry of the cancellation period by following our withdrawal procedure [Fees Refund and Waivers 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 [Fees Refund and Waivers SOP](#).

5. 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 your 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. Your fail to enrol with the College and/or pay outstanding fees in accordance with our [Fees Policy](#).
 - c. We have reason to believe that you are not fully engaged with your studies, or that you have left the programme without notifying us;
 - d. Action has been taken against you in accordance with our regulations (see [Annex A](#));
 - e. Action has been taken against you following the decision of an Exams Board.

6. 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 starting your programme, which, in our reasonable opinion, makes it inappropriate for you to study on the programme;
 - b. We become aware of information about you which we did not know before (for example, criminal convictions) which, in our reasonable opinion, makes it inappropriate for you to study on your programme; or
 - c. You have failed, in our reasonable opinion, to provide all relevant information, or have supplied false or misleading information, relating to your application for your programme.

10. Privacy Notice

1. As a Data Controller, SERC (“the College”) recognises and respects the importance of your privacy and is committed to treating your 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](#).

2. The College is permitted to process personal data where there is a legal basis to do so. In relation to the information provided on this form, the General Data Protection Regulations (GDPR) 'legal basis' for our processing will be the following:
 - **Article 6.1 (a)** - the data subject has given consent to the processing of his or her personal data for one or more specific purposes e.g. consent to contact next of kin, direct marketing
 - **Article 6.1 (c)** - processing is necessary for compliance with a legal obligation to which the controller is subject. e.g. Disability Discrimination Act (1995), Equality Legislation, The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007.
 - **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. e.g. on behalf of the Department for the Economy (DfE), our role is provide you with quality education. We are also required to collect, process and maintain special category data. Our lawful basis for processing this information is mainly:
 - **Article 9.2(g)** - processing is necessary for reasons of substantial public interest. E.g requirements by the Department for Economy to ensure meaningful equal opportunity monitoring and reporting, Learning Support details are required for compliance Disability Discrimination Act (1995)
 - **Schedule 1 (Part 2) of the Data Protection Act (2018)**
 - **S.6** (Statutory etc and government purposes)
 - **S.16** (Support for individuals with a particular disability or medical condition)
 - **S.18** (Safeguarding of children and of individuals at risk)
3. The information you provide on this form will be processed in order to administer your studies, to deliver your programme and to monitor your performance and attendance. We also use your information to manage

recruitment, admission, registration, enrolment, study, examination and graduation.

4. Your information will also be used to provide you 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.
5. The College may also be required to process your personal data for purposes which are reasonably practicable, but we will only do so where a legal basis exists.
6. 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 (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, UKVI and potentially other such organisations for defined purposes. It may also disclose information to examining bodies and legal representatives.
7. Further information is available on our website [Customer Privacy Notice](#).

11. Intellectual Property

1. You shall normally own any intellectual property you generate during your programme including, without limitation, the content of examination scripts and assignments. You will be advised if there are different arrangements applicable to your programme or your study.

12. Liability

1. The College shall have no responsibility or liability for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by

another of our students or by a person who is not our employee or authorised representative. You may wish, therefore, to insure your 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, national emergencies, and pandemics ("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 your studies.

13. Educational Provision

1. The College shall endeavour to deliver your 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 in advance.
2. You must strive to fulfil all the academic requirements of your programme, including the submission of course work and other assignments. You are expected to attend examinations and other required events on time and in accordance with the policies, rules and regulations of the College.
3. If you do not act in accordance with this contract or any of the documents referred to in it, the College may take disciplinary action against you.

14. Complaints

1. If you wish to make a complaint about the College please refer to the [Complaints Process](#) on our website.
2. We are committed to ensuring that any issues or problems raised are resolved quickly and as close to the source as possible, to the satisfaction of all concerned.

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 of 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), or 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.
5. The College will continue to closely monitor the evolving challenges posed by the COVID-19 pandemic and will keep under review the relevant government guidance to ensure that the health and safety of our students and staff is maintained. In order to protect our students and maintain the ongoing quality of teaching and support, the College may have to implement certain amendments or other such reasonable adjustments in relation to your time of study at the College. These may include:
 - alterations to course delivery methods (including implementation of distance or IT based learning);
 - changes to course timetables (including splitting or staggering classes);

- temporary delays to course delivery; and/or
- temporary closure of the College.

Should the College make any such changes, you will be promptly informed of their nature, the reasons why they are needed and any options available to you to avoid such changes having an adverse impact on your future career or financial prospects.

16. General

1. The Contract constitutes the entire agreement between the College and you in relation to its subject matter. If there is any inconsistency between these Terms and the other documents forming part of the Contract, the provisions of the Terms shall prevail. The Terms shall only be enforceable by the College and you.
2. You should visit the College website regularly to review any amendments to the regulations and policies referred to in the Terms. We will take reasonable endeavours to draw your attention to any significant changes to regulations and policies.
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.

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.