

**Terms and Conditions for Further Education Courses
(Fee Paying and Non-Fee Paying) at Askham Bryan College**

IMPORTANT INFORMATION

Please read these terms and conditions (T&Cs) carefully before accepting an Offer from the College. These T&Cs contain important information about your studies with the College and provide information about what other documents form part of the College's contract with you (the "Contract"). By accepting an Offer from the College, you agree to be bound by these Terms and Conditions. You may enter into other contracts with the College, for instance, for accommodation. Unless otherwise stated, these do not form part of the Contract and will be subject to separate terms.

The College would like to draw your attention specifically to sections 5, 8 AND 9 which include important information about the College's rights to vary the Contract with you (including the academic services it provides), the College's liability to you and its rights to terminate the Contract with you. **Please see <https://www.askham-bryan.ac.uk/publication-scheme-finance/> for details of the College's Tuition Fees Policy if fees apply to your course. If you are unsure if you need to pay fees for your course, please contact Student Records.**

If you have any questions about these T&Cs, please contact the College to discuss before you accept an Offer from the College. You can contact the College by sending a letter to the Applications team at: Askham Bryan College, York YO23 3FR, or by emailing applications@askham-bryan.ac.uk, or by calling the College on 01904 772277

If you have received any verbal waiver or modification of these terms, it is essential that you ask for these to be put in writing beforehand. In this way any problems arising between you, the student, and the College about what you are expected to do can be avoided. Please note: links to other documents that are relevant are in green and in bold.

1. Information about us

- 1.1 Askham Bryan College ("the College") is a specialist land-based college predominantly providing education and training for students over the age of 16 and is an exempt charity for the purposes of Part 3 of the Charities Act 2011. The College is governed by the Corporation (see <https://www.askham-bryan.ac.uk/the-college/governance> for further details) and the Corporation was established under the Further and Higher Education Act 1992 for the purpose of conducting Askham Bryan College.
- 1.2 The College is an education provider delivering both Further Education and Higher Education courses.

2. How is the Contract Formed?

(i) The College's Offer

- 2.1 The College will send you details of the College's offer to study with the College by e-mail, or by post (the "Offer"). The Offer will provide you with important information about:
 - the course you have selected to study (the "Course") together with information about other services the College provides to you under the Contract (together the "Services");
 - details about the tuition fees payable by you for the Course (the "Tuition Fees"), if fees apply to your course;
 - details about any additional fees that may be payable to enable you to undertake and/or complete the Course (the "Additional Fees");
 - the duration of the Course including the period until the date of award;
 - details of any conditions that may apply to the Contract.

(ii) Conditions that apply to the Offer

2.2 The Offer (together with the specific conditions set out in this section) may contain specific requirements for admission onto and your continued registration on the Course (the “Conditions”). You must provide the College with satisfactory evidence of your qualifications and identity and compliance with any additional conditions when asked to do so. These additional conditions may include declaration of immigration status and relevant unspent criminal convictions and health related disclosures at the time of application and throughout the life of the Contract.

2.3 It is a condition of the Contract, and of your subsequent continuation in each academic year, that you enrol for each academic year on or by the relevant dates notified by the College. It is also a condition of the Contract that if you are over 19 and paying tuition fees for the course, you are entitled to attend tuition for English and Maths; but would be required to pay any exam registration fees should you choose to sit the examinations. Students enrolled on adult courses where they are not required to pay fees (where the course is free) and attending English and Maths are not required to pay exam fees.

2.4 It is your responsibility to make sure that all of the information you give the College is true, accurate and complete and is not misleading, and that the same remains true, accurate and complete, and not misleading for the duration of the Course and for the duration of your enrolment with the College, if longer.

If you fail to meet or fail to continue to meet any of these Conditions, or if you fail to give the College reasonable evidence that you have met these Conditions as set out in the Offer letter, the College may end the Contract as set out in section 8.

(iii) What the Contract includes

2.5 The Contract between you and the College includes the following documents:

- the information contained in these T&Cs;
- the terms of the Offer including the Offer Letter;
- the College’s policies in particular the College’s Admissions Policy, the Computer User’s Agreement, and behaviour policy and procedures, etc., further details of which are set out below (see Schedules 1 and 2) and which are also available on the student intranet;
- Student Charter.

2.6 The College has residential student accommodation which can be applied for through the College website. The offer and acceptance of a place at the College does not guarantee that you will be able to secure a place at the College’s residential accommodation. **Any accommodation that you may be offered will be subject to a separate contract.**

2.7 An offer for deferred entry to the College will be subject to the terms and conditions in force at the time of the deferred entry. An offer for deferred entry will not guarantee that the course will run in the academic year requested.

The College can make changes to the Contract as detailed in section 5.

(iv) How the Contract is formed

2.8 To accept the Offer, you will need to contact the College in the manner described in the Offer itself. Full details will be set out in the Offer. It will be important that you respond to the Offer within any time limits set out in the Offer. **Please check the contents of the Offer and these T&Cs carefully before accepting to make sure you are happy with them.**

2.9 The Contract with you will be binding on you and the College when the College writes to you to confirm your place at the College following the College’s receipt of your acceptance of the Offer, although you will not be liable for fees (if you have to pay fees for your course) until you enrol (see the College’s Tuition Fees Policy available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/>). The Contract start date will be the date of the College’s communication to you. You have the right to cancel the Contract at this time, as described below.

(v) Cancelling the Contract

2.10 Once the Contract has been formed, you will have a legal right to cancel the Contract for any reason at any time within 14 days ("Cancellation Period") from the date of the College's communication of confirmation of the Contract as described in section 2(iv) above. If you cancel within this period, the College will reimburse you any payments made by you up to that point without any undue delay, and in any event within 14 days of you informing the College that you wish to cancel, and you will no longer be bound by these T&Cs or any other term of the Contract.

2.11 To cancel the Contract in this way, you must inform the College of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by contacting the College by writing to the Applications team at Askham Bryan College, Askham Bryan, York YO23 3FR or by email to applications@askham-bryan.ac.uk. Details about how you can cancel will be provided in the Offer.

2.12 To meet the Cancellation Period deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.

2.13 The College may provide you with Services before the end of the Cancellation Period if you request the College to do so, for example, if you are only applying to the College very soon before the Course is due to start, but this will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once the College has started to provide these Services to you, then, subject to section 8, the College will be entitled to deduct from any refund a fair amount to reflect the benefit of the Services you will actually have received until you notified the College of your wish to cancel.

Liability for fees (if you are paying fees for your course)

2.14 If you have to pay fees for your course, you will become liable for fees when you enrol. A second, separate contract is then formed between you and the College at this stage in respect of the provision of services in relation to your chosen course. At that stage, you will have a further 14 days (a second Cancellation Period) from the date you enrol to cancel your Contract (for provision of services) with the College, after which point, you remain liable for fees. See the College's Academic Refunds Policy for further details, available at <https://www.askham-bryan.ac.uk/publication-scheme-finance/> and on the student intranet.

Please see section 8 for details of your rights to end the Contract after the expiry of the Cancellation Periods referred to at clauses 2.10 and 2.14 above.

3. The College's obligations to you

3.1 For the duration of the Course (which includes any assessments and/or examinations that take place after tuition has finished), the College will:

- provide the Services (including the delivery of the Course) with reasonable care and skill;
- comply in all material respects with the terms of the Contract;
- provide accurate information about the Services;
- inform you of the Learning Programme for you within 2 weeks of you starting the Course.

Six week review

3.2 You acknowledge that the College will review the Learning Programme within six weeks of your enrolment, and the College may change this to reflect the outcome of this review. Failure to achieve satisfactory marks on any examinations and assessments during this six week period could see you removed from the Course, although an alternative place may be offered to you, on another course, if appropriate.

3.3 For clarity, the Services include:

- delivery of the Course;
- first admission to relevant exams in English and Maths.

Changes to the Services and the Course may be made in accordance with section 5.

4. Your obligations

4.1 For the duration of the Course, you agree to:

- comply in all material respects with the terms of the Contract;
- attend all timetabled sessions and sit all examinations and undertake all assessments you are required to do so as part of the Course;
- adhere to the Student Charter, and if you are in residential accommodation, comply with the College's Residential Rules and terms and conditions of your accommodation agreement, and comply with the Admissions Policy in relation to disclosure of criminal convictions. Failure to do so could put your place on the Course at risk and could see the College ending this Contract with you.

If you have to pay fees for the Course:

- you will be required to pay any examination fees as documented in the Offer;
- pay any Tuition Fees and Additional Fees to the College in a timely manner and in accordance with the instructions set out in the Student Payment & Collection Policy;

Please note: you will be required to pay for all examinations whether you have attended or not, unless otherwise agreed by the College in writing.

4.2 You are required to maintain and keep up-to-date your contact information with the College via the Student Records Office or Pro-portal change request.

4.3 The College encourages students to take responsibility for their own health and wellbeing and seek help when you need it. However, in the event you experience problems, feel under pressure or just want to talk to someone during your time at the College, the College provides a Student Wellbeing Co-ordinator to support you should you feel you need help.

5. How the College may change the Contract including the Services

5.1 The College reserves the right from time to time to make variations to the Contract as specified in this section 5.

How the College can make changes to the Contract and how this may impact you

5.2 Whilst the College will always try and minimise making any changes to the Contract (including changes to the Services and/or Course) there may be times where changes are needed. This section describes the circumstances when the College can make changes, as well as providing you with further information about what to do where the College looks to make such changes.

(i) Changes to pre-contract information

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

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

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in the College's academic or student support staff;
- where the College advised that the Course was subject to minimum enrolment numbers at the time the Course is advertised, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, the College may need to combine, alter or discontinue the Course;
- changes that are required by law and/or as a result of a regulatory requirement that the College, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and/or teaching provided on the Course;
- unavoidable changes to the College's resources and facilities.

(ii) Changes after you have entered into the Contract with the College

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

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

When the College can make changes to the Contract

5.7 The College can make changes to the Contract (including to the Services and/or Course and/or to provision of resources and facilities and or to the policies and or procedures):

- to reflect changes in the law and/or regulatory, professional and/or statutory body requirements;
- as required by law, government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Department for Education ("DfE") and/or any other funding body;
- to comply with a requirement of an awarding body or a placement provider;
- to deal with unavoidable changes in academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector, awarding body and/or good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards or requirements;
- in response to a fall in current and/or future enrolment numbers;
- as a result of withdrawal of any relevant accreditation;
- as a result of the review conducted within six weeks of your commencement of the Course;
- or for any other valid reason.

5.8 The illustrative reasons in section 5.7 above may result in a number of different changes being made by the College in response to the relevant circumstances. The College has set out in this section some examples of these responses, to help you understand what such changes may mean for you in practice. The College has done this by referring to those examples using the headings "major changes" and "minor changes".

(i) *Minor Changes (non-exhaustive list of examples)*

- reasonable changes to the timetable for delivery of the Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- changes to the location of the teaching facilities used to deliver the Course, provided these are within the same campus and/or provided they are of equivalent quality as those advertised in the College's literature;
- additions and/or withdrawals of certain non-core modules on the Course;
- changes to reading lists or module content to deal with changes in the relevant subject area relating to the Course to ensure the same remains as up to date as possible;
- procedural changes to the Student Handbook that help improve the same to your benefit;
- reasonable changes to facilities and resources.

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

- changes to the way that the College teaches, supervises and/or assesses the Course, including without limitation, to ensure that the College is continuing to provide that Course to you lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory modules on the Course;
- to implement more significant adjustments to the courses;
- changing security procedures to such an extent as may materially impact on the way that you previously acted when on campus;
- significant changes to the location or specification of the Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus;
- to make significant changes to the Student Handbook that help improve the same to your benefit;
- unavoidable significant changes to resources and facilities.

How the College will tell you about changes to the Contract

- 5.9 For minor changes, the College will notify you of any amendments via your College e-mail address and via the student intranet providing you with as much notice as is in the College's view appropriate in the circumstances. Where possible, the College will look to provide you with notice in advance, but this may not always be possible.
- 5.10 For major changes, the College will notify you via your College e-mail as soon as possible, and in any event, generally no later than one month before the College is due to make the relevant change.
- 5.11 If you do not agree with a major change the College makes to the Contract, you will be entitled to end the Contract in accordance with section 8, and you may be entitled to an appropriate refund of the Fees you have paid to the College, where you have paid fees for your course.

(iii) Withdrawal or cancellation of Courses

Pre-Contract

- 5.12 There may be times where the College needs to discontinue a Course or decide not to provide the Course or to merge or combine the Course with other courses of study, if such action is reasonably considered to be necessary by the College in the context of its wider purposes. If the College decides to take any such action prior to you accepting the Offer, then the College will use reasonable endeavours to notify you in advance. In these circumstances you will be entitled to a refund of any deposit/Fees which you may have paid to the College, unless the College offers you and you agree to enrol on an alternative course.

Post-Contract

- 5.13 There may also be times where the College needs to discontinue the Course or to merge or combine the Course with other courses. This may be as a result of one of the reasons set out in section 5.7 or for another valid reason not specified in section 5.7.
- 5.14 If either sections 5.12 or 5.13 apply, the College will take reasonable steps to seek to:
- offer you a place on an alternative course at the College as appropriate (subject to availability and you complying with the requirements of admission to and registration on that course); or
 - (at your request) assist you to join another course at another institution, and
 - (if appropriate), issue you with an appropriate refund of the Fees paid.

6. Fees

THIS SECTION ONLY APPIES IF YOU ARE PAYING FEES FOR YOUR COURSE. IF YOU ARE UNSURE IF YOU NEED TO PAY FEES FOR YOUR COURSE, PLEASE CONTACT STUDENT RECORDS.

Please note: fees information is correct as at the time of issuing the Tuition Fees Policy; but can be subject to change following changes to national guidance.

(i) What fees are payable under the Contract?

6.1 By accepting the Offer, you are agreeing to pay all Tuition Fees and Additional Fees as described in the Offer when due. Details of how you will need to pay your Tuition Fees and/or Additional Fees are as set out in the College's financial policies available on the student intranet. The College's financial policies are available on the College website at <https://www.askham-bryan.ac.uk/publication-scheme-finance/> and on the student intranet.

6.2 For information and advice on the bursaries please contact the Student Finance and Welfare Officer.

6.3 You will be personally responsible for the payment of all fees (whether Tuition Fees, Additional Fees or other fees payable to the College under the Contract), even where payment is to be undertaken by a third party such as a local education authority, Student Loan Company (SLC) or a sponsor so that, if they fail to make payment when due, you will be liable to pay those amounts.

6.4 It is the requirement of all students to inform the College as soon as possible about any change in their circumstances which could affect their funding and support needs.

6.5 If you are 19 or over, you may be eligible for financial assistance towards the cost of your tuition fees through an Advanced Learner Loan (if you are on a level 3 or 4 programme). In addition you may also qualify for a College bursary if you meet the eligibility criteria. For more information contact the Student Finance and Welfare Officer.

6.6 Students that have disclosed disability or learning needs should apply for an assessment for funding via the Disabled Students Allowance (DSA) process. Once an assessment of needs has been made by an approved Access Centre, students can determine how and where they spend the allowance on the approved equipment and study skills support. The College can advise on this process, however, the responsibility to apply for the DSA lies with the student.

(ii) What happens if you don't pay on time

6.7 You should note that:

- If you persistently fail to make payments as required, the College reserves the right to end the Contract under section 8;
- If you choose to leave the Course voluntarily during the academic year, you will be required to pay the remaining Tuition Fees and any outstanding Tuition Fees and/or Additional Fees. If you withdraw early your local education authority may also not pay your Tuition Fees;
- all students should be aware of fee liability points across the academic year as noted within the Tuition Fee Policy.

Liability for fees if you withdraw from your course

Date of Liability	Fee Liability
After the start of term 1	25%
The start date of term 2	50%
The start of term 3	100%

For further details please see <https://www.askham-bryan.ac.uk/publication-scheme-finance/>;

- If you are in debt to the College at the end of the academic year, for example up to and including the leavers event, in respect of Tuition Fees, Additional Fees, accommodation fees or otherwise, then the College reserves the right to seek to recover that debt from you, up to and including issuing a claim in the county courts and instructing debt collectors or other agents to enforce any judgment. If that is necessary, then the College also reserves the right to pass on and seek to recover from you any associated costs, charges and or levies, etc of any action taken by the College to recover the value of any debt due by you to the College.

(iii) Changes to Fees

6.8 Fees are subject to the fee structure applicable for the year of the Course and there will not be any fee increases during that academic year.

7. How the College manage your data and protect your privacy

7.1 Askham Bryan College is required under the UK General Data Protection Regulation (“UK GDPR”) and the Data Protection Act 2018 to provide you with details of why it collects your Personal Data, what the College does with it, who the College shares it with and why and how long the College intends to keep it. The information you provide including in some cases, Special Category (or “sensitive”) data, will be stored and processed by the College to support your enrolment and provision of education. For further details as to what information is collected by the College about you, please see the Student Privacy Notice and Student Recruitment and Marketing Privacy Notice available at <https://www.askham-bryan.ac.uk/publication-scheme-data-protection/> By signing these T&Cs you agree to the College processing your Personal and Special Category Data in this way.

7.2 The College holds personal data in accordance with the College data retention policy which is available at <https://www.askham-bryan.ac.uk/publication-scheme-data-protection/> and on the student intranet. All data will remain at all times within the UK and European Economic Area (“EEA”) unless otherwise necessary for the performance of the Contract.

7.3 The Department of Education (“DfE”) and other successor bodies will use your data to exercise its functions and to meet its statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009 and to create and maintain a unique learner number (ULN) and a personal learning record (PLR). Your information will be securely destroyed after it is no longer required for these purposes. To see how the DfE will use your information, please go to <https://www.gov.uk/government/organisations/department-for-education> Your information may be shared by the DfE with third parties for education, training, employment and well-being related purposes, including for research. In some instances, the DfE (or agents acting on their behalf) may contact you in order for them to carry out research and evaluation to inform the effectiveness of training. This will only take place where the law allows it and the sharing complies with data protection legislation.

7.4 You can withdraw consent for this processing at any time (though this may have consequences for your enrolment and the College’s ability to provide you with the Services).

7.5 Concerns about how your Personal Data is being used can be reported to the College Data Protection Officer (DataProtection@askham-bryan.ac.uk) and complaints made to the ICO <https://ico.org.uk/concerns/> .

8. How the Contract may be ended or suspended

(i) How the College may end the Contract

8.1 The Contract will automatically end once you complete the Course, which includes the leavers event, if you decide to attend, or earlier in accordance with the provisions of this section 8.

8.2 The College may end the Contract on notice to you in the following circumstances:

- if you do not enrol or re-enrol onto the Course by the relevant enrolment or re-enrolment date;
- if you fail to pay the Fees to the College by the specified due date for payment and where you persistently fail to pay having ignored formal reminders (where you have to pay fees for your course);
- if any of the Conditions set out in the Offer are not met, or cease to be met at any time after the date that the Contract is formed;

- if you fail to comply in a material manner with any obligations you have under the Contract, or if you are in persistent breach of your obligations under the Contract;
- if it becomes apparent that the information you have provided to the College during your application or at any stage during the term of the Contract is false, incomplete, incorrect or misleading;
- if between accepting the Offer and starting the Course, there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on the Course;
- if you fail to comply with a request for information, or to make declarations that the College may reasonably require you to make during your admission to and enrolment on the Course;
- where your circumstances change in relation to your health or criminal convictions in such a manner that would make it appropriate for the College to do so;
- your circumstances changing so that you no longer have permission to remain in the UK;
- you acquiring a relevant criminal conviction as defined by the College's Admissions Policy;
- as a result of the application of the Support for Continuing Studies Policy, which is available on the student intranet and the College website at <https://www.askham-bryan.ac.uk/publication-scheme-student-services/>, and where the College determines as a result that you are no longer able to continue with the Course;
- where you are in material breach of any of the College's regulations, policies, procedures and/or codes of conduct, such as, but not limited to the College's policies on academic misconduct and attendance;
- if you are expelled or dismissed from any institution or organisation other than the College which you are required to attend or be a member of as part of the Course and/or your enrolment with the College;
- if the College's campus or any party of the campus closes;
- if the College are no longer authorised and/or otherwise legally able to deliver the Course as anticipated at the time of the Offer;
- if you are enrolled in error;
- for safeguarding reasons;
- and for any other reason that in the College's reasonable discretion, means that your continued attendance at the College is inappropriate or unsafe either for yourself or for your fellow students and/or College staff and/or users of the College's facilities;
- and/or where the College are no longer able to provide the Course and Services to you.

(ii) Consequences of the College ending the Contract where you pay Fees

8.3 If the College ends the Contract for any reason set out above, you will not be automatically released from your obligation to pay the Tuition Fees and/or Additional Fees to the College, and you may be liable for the remainder of any fees payable, unless the College agrees otherwise or agrees an appropriate refund with you.

8.4 Loan refunds will only be made in accordance with Advance Learner Loan and Student Finance England (Wales, Scotland or Northern Ireland) rules. Refund appeals should be made in accordance with the College's Complaints Policy, available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/>

8.5 In addition, the following will apply:

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

(iii) Your rights to end the Contract after the expiry of the Cancellation Periods referred to at clauses 2.10 and 2.14 above and where you pay Fees

8.6 You have the right to end the Contract in the following circumstances:

- where the College is in material breach of its obligations to you under the Contract. You may be entitled to a proportionate refund of any Fees paid in such circumstances, and you will have no further liability to the College for any fees from the date you terminate for reasons of the College's breach;
- where you do not accept any material changes made to the Contract in accordance with section 5. In these circumstances, you must notify the College of this decision within 14 days of the date of the

change and you will not be responsible for any ongoing Tuition Fees and or Additional Fees and/or associated costs, but you may not be entitled to any refund of the Tuition Fees and or Additional Fees paid up to the date that the Contract ends;

- at any time without reason, but you may be liable for Tuition Fees and Additional Fees if you do so. You will only be responsible to the College for the costs it suffers as a result of you deciding you no longer wish to study at the College.

8.7 If you feel there has been a material breach of the Contract by the College you should follow the College's complaints procedure, details of which are available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/> . If the College is found to be in breach, you may be due an appropriate refund of some or all of your Tuition Fees and any Additional Fees you may have paid.

(iv) When the Contract may be temporarily suspended

8.8 There may be times where you need to temporarily suspend your studies for extenuating circumstances such as illness, or a bereavement. You will need to contact Student Records on 01904 772277 or at student.records@askahm-bryan.ac.uk if you are experiencing any difficulties which may impact on your ability to continue with the Course. If the College agrees to suspend the Contract temporarily, the College will notify you in writing.

8.9 There may be times where the College will need to temporarily suspend your studies and/or the Contract in circumstances where you are or are alleged to be in breach of your obligations under the Contract, and the College reserves the right to temporarily suspend your studies and/or the Contract by providing you with written notice.

9. The College's liability to you

(i) What the College is responsible to you for

9.1 If the College fails to comply with its obligations under the Contract, the College is responsible for loss or damage you suffer that is a foreseeable result of the College's breach of the Contract or its negligence, but the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the College's breach or if they were contemplated by you and the College at the time the Contract was entered into.

(i) What the College is not responsible to you for

9.2 The College also cannot be liable in situations where it is clear or has been made clear to you by the College that you need to take responsibility.

9.3 The College cannot accept responsibility and expressly excludes liability to the fullest extent permissible by law, for damage to or theft of personal property on College premises, unless it has been negligent. The College will not be responsible to you for any of the following, unless it has been negligent:

- damage to or theft of vehicles and bicycles parked on College property;
- damage to or theft of computer equipment (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity;
- personal injury or death except if caused by the negligence of College staff;
- loss of opportunity, loss of employment opportunities and loss of income or profit, however arising.

9.4 The College does not exclude or limit in any way its liability for:

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

(ii) Events outside of the College's reasonable control

9.5 Whilst the College undertakes to take all reasonable steps to provide the Course and the Services with reasonable care and skill, the College shall not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in the provision of the Services arising from circumstances beyond the College's reasonable control.

9.6 Events beyond the College's reasonable control include, but are not limited to:

- earthquake;
- flood;
- war, acts of terrorism;
- storm;
- natural disaster or act of God or of public enemies;
- national emergency, epidemic or pandemic;
- government acts or advice in response to a war, national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;
- industrial disputes (including those which may involve its own staff);
- telecommunications failure;
- interruption of services rendered by any public utility, but not where the same has arisen as a result of the College's breach of any contract or obligation owing to that public utility;
- or interference from any local, national or supra-national government agency or official.

9.7 The College will always look at ways that it can seek to minimise the disruption this may cause you, but will only have to take reasonable steps to do so.

10. Complaints

10.1 In the event that you wish to make a formal complaint in accordance with the College's Complaints Policy, details of which are available at <https://www.askham-bryan.ac.uk/publication-scheme-customer-services/>, you should contact, in writing the PA to the Principal and Chief Executive Officer. An investigation shall be conducted and responded to, where possible, within 10 working days.

10.2 In the event that you are not satisfied with the initial reply you receive, you should contact, in writing the Chief Executive Officer, within 10 days of the date of the decision.

11. Other important terms

11.1 Each section of these T&Cs operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

11.2 Any notice or other communication made under these T&Cs shall be in writing and addressed to you at the last email or postal address notified by you to the College, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).

11.3 If you breach the terms of the Contract and the College chooses not to insist that you perform any of your obligations under the Contract, or if it does not enforce its rights against you, or if the College delays in doing so, that does not mean that the College has waived its rights against you and will not mean that you do not have to comply with those obligations.

11.4 The Contract is between you and the College. No other person will have any rights to enforce any of its terms.

11.5 The Contract is governed by English law. You and the College both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under the Contract. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Schedule of Policies and Procedures

The following policies, procedures and guidance will apply to your period of study here at the College; but please note that **this is a non-exhaustive list**. College policies, procedures and guidance are updated regularly and apply to all students studying at the College in all years of study. The detailed arrangements, which are accessible via the College website and student intranet, are subject to periodic review, through approved decision-making processes involving the Senior Leadership Team and the Executive.

The College reserves the right to make changes to these documents at any time if necessary, for example, if it is required in order to comply with changes to the law, governmental policy, guidance or to take account of a ruling by a court or similar body; comply with any changes required by the Department for Education or any successor or other relevant regulatory or funding body; implement new methods or improvements to the provision of services; to assist in the delivery of services; to incorporate good practice or sector guidance; to ensure fitness for purpose; to correct errors.

Such changes will normally be brought into effect for the following academic year, although it may be necessary to introduce changes earlier/mid-year, for example, to comply with a change in the law or where the change is in the interests of students. The College will upload the updated version of the document to the College website and student intranet, as soon as reasonably practicable.

Academic Malpractice, Misconduct and Maladministration Policy (FE and Apps)
Academic Malpractice, Misconduct and Maladministration Procedures (FE and Apps)
Academic Refunds Policy
Access Arrangements Policy (FE)
Admissions Policy (FE)
Admissions Procedure (FE)
Allocation of Student Financial Support (Further Education)
Assessment Regulations and Appeals Procedure
Assistance Dogs Policy
Careers, Education and Guidance Policy (Further Education))
CCTV Policy
Complaints Policy
Data Breach Reporting Policy
Data Protection Policy
Data Retention Policy
Data Sharing Policy
Data Subjects Rights Policy
Drugs, Alcohol and other Intoxicating Substances (Students)
Equality, Diversity and Inclusion Policy
External Speakers Policy
FE Examinations Procedure
FE Work Experience Policy
Fitness to Practise Policy and Procedure
Freedom of Speech Code of Practice
Health and Safety Policy and associated policies and procedures
Information Security Policy
IT Policy
Library Policy
Lost Property Policy
Online Safety Policy
Peer on Peer Abuse (Students) Policy
Peer on Peer Abuse (Students) Procedure
Recognition of Prior Learning (Further Education)
Safeguarding Policy
Safeguarding Procedures
Keeping Children Safe in Education guidance
Screening and Searching Students for Weapons Policy
Screening and Searching Students for Weapons Procedures
Special Educational Needs and Disability (SEND) Policy - Further Education
Staying Safe on Social Media Policy
Student Charter
Student Medication Policy

Student Medication Procedures
Student Payment & Collection Policy
Student Pregnancy Policy
Student Pregnancy Procedures
Student Recording of Lectures Policy
Student Residential Accommodation Policy
Student Transport Policy
Student Union Code of Conduct
Subject Access Request Policy
Support for Continuing Studies Policy and Procedures
Tuition Fees Policy
Use of AI Policy
Use of Force to Control or Restrain
Zero Tolerance Policy

Schedule 2

By agreeing to these terms, you also agree to be bound by the terms of the College's Computer Users Agreement.

Computer Users Agreement

College systems are provided for the education and support of education of College staff and students. Limited personal use, such as sending and receiving non-work/study emails, is permitted as long as it does not interfere with the systems' primary function.

Users will be given access to the College systems and to the internet only after they have agreed to the terms of this agreement.

The College needs an agreement because:

- a) we have a duty of care towards our students to ensure online safety and protection of copyright;
- b) we have legal and regulatory requirements to ensure the security of the data on our systems.

Users who contravene this agreement will be held accountable for their actions. Privileges may be suspended or removed. Serious offences may result in disciplinary action and exclusion from the College.

If you notice any other users breaking this agreement, you should report it to a member of the IT department immediately.

You must:

- Not load or install software onto any College computer;
- Not share your password with anyone. If you need to share your password with IT in order to resolve an issue, the password must be changed as soon as the issue is resolved;
- Not store personal or sensitive data on non-College systems (e.g. DropBox);
- Not run any business website using College computers/College network;
- Not use College computers for anything illegal, such as hacking, software/media piracy;
- Try not to cause offence or alarm to others (e.g. using cyber bullying or ill-considered emails);
- Report any problems immediately to the systems administrator;
- Agree that you will safeguard any College equipment, software and data against loss or damage, howsoever caused. For instance, you will not leave your College laptop on display in an unattended vehicle;
- Report any theft, loss, damage or misuse of College computer equipment or data to the Head of IT without delay; and
- Return all College computer equipment, software, data, materials and information at the end of your course/employment.

If requested to do so by an appointed member of staff, you must justify your use of College systems and explain what you are doing, and how and why you are doing it.

The College has the right, at any time, to inspect all data held on College computer systems and to inspect all email and other electronic data entering, leaving or within the College, to ensure it conforms with College user policy and applicable laws.

Whilst the College does respect the right to privacy, it needs to balance this against its wider and statutory obligations **and therefore reserves the right to investigate your use of the College IT systems when there are reasonable grounds to do so.**

Monitoring of the College network and use of College Wi-Fi

The College uses Smoothwall and Senso to monitor computer use to safeguard staff and students.

Smoothwall is a firewall and web filter used to support digital safety and wellbeing.

Senso is a cloud-based platform for device monitoring and management. Monitoring is 24/7 and also includes use of Teams.

'Safeguarding' is a legal obligation. All organisations that work with or come into contact with children should have safeguarding policies and procedures in place to help them keep children safe.

If you connect to the College network or Wi-Fi using your personal device, or a College-issued device, then your use of the College network and systems will be monitored, for safeguarding purposes.

This also extends to staff working from home, who connect to the College network/systems using their own personal Wi-Fi on either their College or personal devices.

The Safeguarding team will be informed of any inappropriate use and in extreme cases, such as, for instance, where child pornography is viewed, downloaded or disseminated, then the police and other appropriate authorities will be informed.

The type of data that Smoothwall and Senso collects is username, date, time, IP address (internal users only) and the site(s) visited.

Any data captured by Smoothwall and Senso will be retained for up to one year. After which, it will be deleted or otherwise destroyed.

Sharing your data

From time to time the College may transmit data created by (or relating to) you to third parties including; but not limited to, examining bodies and anti-plagiarism services and you agree to the College sharing such data for such purposes.

The College does not otherwise share information without consent unless the law and our policies allow us to do so.

Transferring your personal data outside of Europe

Unless otherwise stated, your information will remain at all times within the UK and or European Economic Area ("EEA").

If we have to transfer your personal data outside the EEA, we will only do so where:

- the recipient or recipient country ensures an adequate level of protection for your personal data;
- the recipient or recipient country is subject to an approved certification scheme or code of conduct with binding and enforceable commitments which amount to appropriate safeguards for your personal data;
- we have put in appropriate safeguards with the recipient or recipient country to protect your personal data such as a data sharing agreement;
- the transfer is permitted by law; or
- you expressly consent to that transfer.

You also understand that data stored outside of the EU may not fall under the protection of the Data Protection Act 2018 or General Data Protection Regulation, so care must be taken when using services like DropBox, OneDrive, Google drive, Amazon drive etc.

You are responsible for any data you store on internet-based solutions.

Right to withdraw consent at any time

You have the right to withdraw consent to the College processing your data in which case you must inform the College's Data Protection Officer judith.clapham@askham-bryan.ac.uk .

Please be aware that withdrawal of consent may result in the College not being able to meet its legal obligations and could lead to termination of employment/un-enrolment from the College.

Right to complain to the ICO

If you have any concerns about how your data is to be used, you understand that you can contact the College's Data Protection Officer at judith.clapham@askham-bryan.ac.uk

You also have a right to complain to the ICO at <https://ico.org.uk/concerns/>

For further details as to your rights under the UK GDPR and data protection legislation please go to <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>

For more details on the College's data protection processes and the College's policy on data protection generally, see the College's Data Protection Policy which is available at <https://www.askham-bryan.ac.uk/publication-scheme-data-protection/>