

TERMS AND CONDITIONS OF ENROLMENT

(Incorporated into the Learning Agreement)

1 TUITION FEES AND MATERIAL SUPPLEMENTS

- 1.1 The full tuition fee and any material supplements and charges are incurred on enrolment, i.e. on completion and signature of the Enrolment Form and Learning Agreement. Available payment methods can be found on the College website.
- 1.2 Learners are primarily liable for the payment of their tuition fee irrespective of whether an employer, local authority, or other body or person has undertaken to meet these costs (this does not apply to Apprentices). Learners must respond to any fee related requests from the College or associated agencies acting on behalf of the College.
- 1.3 If an employer is paying all or part of the course fees the learner must provide the College with a purchase order or letter authorising payment from their employer. This documentation must be supplied at the time of Enrolment. Invoices are payable within 14 days of invoice date.
- 1.4 Learners in receipt of Jobseeker's Allowance (JSA), Employment and Support Allowance (ESA Work Related Activity Group only) or Universal Credit may be entitled to fee remission SUBJECT to the production of appropriate evidence on enrolment.
- 1.5 Learners must inform the College of any change in their personal or financial circumstances which may affect their entitlement to fee remission.
- 1.6 The College may exclude learners from a Programme of Study and related examination(s), after giving notice of at least ten working days, for non-payment of the tuition fee.
- 1.7 The learner will be liable to pay the full fee for the academic year of the course if they withdraw part way through the course. Any concessions to this principle will be in line with the College refunds policy.
- 1.8 Learners are responsible for the purchase of any books, equipment, clothing and other materials required for their Programme of Study.
- 1.9 Learners acknowledge and agree that, where they are in receipt of or intend to apply for JSA, ESA or Universal Credit whilst enrolled on the Programme of Study, they are satisfied that the College will not be liable to the learner for any financial loss resulting from the withdrawal of JSA, ESA or Universal Credit as a result of their enrolment.
- 1.10 The College may, if necessary, contact Jobcentre Plus to confirm the learner's eligibility for relevant fee remission.

2 CANCELLATION OF COURSES

- 2.1 The College reserves the right to cancel a course:
 - 2.1.1 *for any reason before its proposed start date; or*
 - 2.1.2 *within six weeks after the start of the course if learner numbers are insufficient to make the course economically viable; or*
 - 2.1.3 *at any time after the start of the course where the availability of funding or any other factor which is outside the College's control makes it impractical or uneconomical to continue with the course.*
- 2.2 The College reserves the right at any time to vary or amalgamate a course with another appropriate and/or similar course (at any of its College sites) as an alternative to cancellation in the circumstances referred to in clause 2.1 above.
- 2.3 In the event of the College not exercising its right under clause 2.2 but exercising the right referred to in clause 2.1.1, 2.1.2 or 2.1.3 above, please refer to the College's Refund Procedure.

3 EXAMINATION ENTRIES AND FEES

- 3.1 Examination/registration fees are payable at the time of enrolment. It is the responsibility of learners to ensure that Tutors have registered them with an awarding organisation or entered them for their examination.
- 3.2 Learners are not eligible for any refunds if they do not sit exams and may be charged the examination fee.
- 3.3 All re-sit examinations will be paid for before an entry is made to an awarding organisation. The College reserves the right to charge an additional administration fee.

4 ID CARDS

Subject to receiving payment from the learner for the appropriate annual fee (if applicable), the College will issue a Learner Identification Card (ID) to learners enrolled on a course which is delivered on College premises. IDs must be displayed by learners at all times and be available for inspection at all times when on College premises and as proof of identity when sitting an examination. Replacements for lost or stolen IDs will incur an additional charge.

5 INCORPORATED TERMS

Learners are subject to the provisions of the College's various student codes, policies and procedures (copies of which are available in the Student Centres and on the Student Intranet or from the Partner (where applicable), and in particular the Student Code of Conduct, Student Disciplinary Procedure and the Academic Standards Policy and Procedure.

6 EXCLUSIONS/SUSPENSIONS/WITHDRAWAL OF LEARNERS FROM COURSES

- 6.1 The College reserves the right to exclude, suspend or otherwise discipline learners on the grounds of misconduct, unsatisfactory standard of work or other academic reason.
- 6.2 The College reserves the right to withdraw learners who:
 - 6.2.1 *fail to attend a course for four consecutive weeks and who fail to notify the College of a good reason for such absence before or during such absence; or*
 - 6.2.2 *have a persistently poor attendance record and the College is satisfied that this is not a result of illness or other good reason.*
- 6.3 The College reserves the right to withdraw learners whose mental or emotional/behavioural condition is such that continued attendance on the programme is likely to cause a risk of personal injury to themselves or injury to others.

7 SUPPORTING EMPLOYER

- 7.1 Learners agree that where the tuition fee(s) or part thereof has been paid by their employer and/or where the employer has allowed learners time off work to attend a Programme of Study the College shall, if requested by the employer, provide the employer with details of the Programme of Study and information about the learner's progress, problems or disciplinary issues in accordance with the College's Charter.
- 7.2 To promote continuous improvement and as part of training delivery, the learner/employer will permit the College to seek information regarding the quality of the learning experience using the contact details provided on the Enrolment Form and Learning Agreement.

8 LEARNER INDEMNITY

Learners agree to indemnify the College and the Partner (where applicable) against any damage to College or Partner property caused by an act or omission of the learner.

9 COLLEGE LIABILITY

- 9.1 The College accepts no liability (whether direct, indirect or consequential and howsoever arising) for the damage or loss of the personal belongings of learners whilst on College premises or on the premises of the Partner (where applicable).
- 9.2 The College accepts no liability for any indirect or consequential loss or loss of opportunity as a result of an act or omission of the College or the Partner (where applicable).
- 9.3 The College's liability (with the exception of liability for death or personal injury as a result of the College's negligence) is limited to the value of any tuition fee paid.

10 CONCLUSION OF THE CONTRACT

- 10.1 The contract is subject to learners producing evidence to the College that they have achieved the entry requirements for the Programme of Study.
- 10.2 Subject to clause 10.1, the contract between the College and learners for the provision of the Programme of Study will be concluded only when learners have completed and signed an Enrolment Form and Learning Agreement and this has also been completed and signed as required (including approvals relating to sensitive personal data) by all appropriate members of College staff.

11 WITHDRAWAL FROM COURSES

All learners withdrawing from a Programme of Study/course must inform the Registry department in writing, including their reasons for leaving.

12 IMAGE RECORDING, STORAGE AND USE

The College may record still or moving images of learners for the following uses: In learning materials, photographs or video footage (such as handouts and work books) and e-learning materials, e.g. leaflets, brochures, videos, websites, posters, used to promote the College.

The Data Protection Act 1998 states that the College must gain permission from learners to store and use still or moving images in which they are included. This Learning Agreement allows the College to use these in the ways indicated. The learner can however at any time withdraw permission for any individual item.

13 ALUMNI ASSOCIATION

The College will enrol learners who successfully complete their Programme of Study as members of the College's Alumni Association. Learners can opt out of membership on the Enrolment Form and Learning Agreement, or by notifying the College in writing at any other time. Members of the Association acknowledge that they will receive correspondence relating to College news, invitations to networking and College events, and promotional offers related to the Hadlow Group.

14 ENTIRE UNDERSTANDING

The Enrolment Form and Learning Agreement together with the College's student policies and procedures embodies the entire understanding of the parties in respect of the agreement between the College and learners, to the exclusion of all other information. Any information contained in College prospectuses and other literature is for guidance only and is not intended to be legally binding. The Partner is not the College's agent for the purpose of enrolment and the decision as to whether a person shall be enrolled as a learner is for the College alone (where applicable).