

HIGHER EDUCATION TERMS AND CONDITIONS – ADMISSIONS

2021 -22 Academic Year

1 INTRODUCTION

1.1. These terms and conditions represent an agreement between the DN Colleges Group (**‘the College’**) and you, a prospective student.

1.2. By accepting the College’s offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:

- (i) your offer letter from the College (including details of your offer on UCAS) (**‘Offer’**);
- (ii) the relevant University (or other awarding body) rules, regulations and policies (as applicable); and
- (iii) the published information as at the date of the Offer

form the basis of the contract between you and the College in relation to your studies. (**the ‘Contract’**)

1.3. If you do not enrol within 10 working days of the start of the first term, the College reserves the right to refuse to enrol you and withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

1.4. If you wish to discuss these Terms & Conditions, please telephone the University Campus North Lincolnshire Information & Advice Office on 01724 294125 or the University Campus Doncaster HE Student Recruitment Co-ordinator on 0800 358 7474.

2 APPLICATIONS

2.1. It is your responsibility to ensure that all of the information you provide to the College is true and accurate, and you are able to provide evidence of any previously achieved qualifications.

2.2. If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw your Offer, or terminate your registration, according to the circumstances, without liability to you.

2.3. You will be applying to study at either our Doncaster* or Scunthorpe campus.

If applying for a full-time course through UCAS, please note the following details:

Institution Code: N64

Institution Name: DN Colleges Group

Campus Code: D for Doncaster-based programmes

N for Scunthorpe-based programmes

* please note that for Doncaster Distance Learning programmes, this should be regarded in the same way as an application for an on-campus programme

2.4. The Offer of a place on a programme will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil prior to your enrolment.

2.5. If you have not fulfilled the conditions of your Offer before the date notified to you, the College reserves the right to withdraw your Offer.

2.6. You may be required to provide satisfactory evidence of your qualifications or experiential learning before admission. Failure to provide such evidence may result in the termination of your Offer and of the Contract.

3 FEES

3.1. Information in relation to programme fees will either be provided in your Offer or formally confirmed shortly afterwards or alternatively via the campus website at www.ucnl.ac.uk or www.don.ac.uk as appropriate to your study location.

3.2. If you accept an offer, you agree to pay all programme fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and us. If you fail to do so, the College reserves the right to withdraw you.

3.3. The College reserves the right to increase programme fees annually in line with the Retail Prices Index. In this instance, we will notify you of this as soon as reasonably practicable.

3.4. You will not be considered to be registered until your programme fees have been paid, or satisfactory evidence produced that such fees will be paid by a sponsor on receipt of the College's invoice.

You will be personally liable to pay your programme fees if your employer or other sponsor does not.

3.5. In the event that your programme fees have not been paid in full by their due date, the College shall be entitled, but not bound, to refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you). The College may pursue legal proceedings in relation to non-payment of programme fees.

3.6. A student interrupting or withdrawing from a programme will be liable for tuition fees calculated on a termly basis. This will be applied:

- Term 1 (25% of total fee due)
- Term 2 (50% of total fee due)
- Term 3 (100% of total fee due)

3.7. If you have any concerns regarding payment of fees or require further information about programme fees, please contact the campus Information & Advice Office on 01724 294125 or enquiries@ucnl.ac.uk for Scunthorpe-based provision or 0800 358 7474 or he@don.ac.uk for Doncaster provision. .

4 OTHER CHARGES

4.1. In addition to your programme fees, you may incur additional expenditure on items such as (but not limited to) fieldwork and specialist materials.

4.2. The College may pursue legal proceedings against you if you are in debt to the College for tuition or other fees. You would be recorded as a debtor of the College.

5 CANCELLATION RIGHTS

5.1. You may cancel the Contract at any time as follows:

- prior to enrolment – you must notify the College and UCAS in writing and you should give the College notice by completing the cancellation form at Appendix 1 and sending it to the campus Information & Advice Office as detailed
- after your enrolment - you must notify the College through the completion of the formal withdrawal form which can be obtained from the campus Information & Advice Officers at both institutions.

Cancellation due to Course Quality Issues

5.2. Any claim for a refund due to a quality issue will be referred to the College's Directorate and dealt with in accordance with the College's complaints procedures.

5.3. Complaints about a College programme should be raised via the DNCG HE Student Complaints Procedure which can be found at:

<https://ucnl.ac.uk/wp-content/uploads/2020/05/DNCG-HE-Student-Complaints-Procedure-20-21.docx>

5.4. A refund may be made to a student or their sponsor where it is evidenced that the course content or the standard of teaching was not satisfactory. Decisions of this nature will be made on a case by case basis.

6 CHANGES TO YOUR PROGRAMME

Programme changes or withdrawals prior to registration

6.1. The College will seek to ensure programmes as described in published information are delivered. However, if there are not sufficient enrolments to make a programme or module viable, the College may be forced to cancel the programme or module. If you have received an offer for any programme which the College discontinues prior to your registration, you will be notified as soon as possible and we will seek to provide a suitable replacement programme for which you are qualified. In such circumstances you may cancel the Contract and withdraw from the programme without any liability for programme fees.

Programme changes or withdrawal after registration

6.2. If for reasons outside of the College's control the College is forced to discontinue your programme, you will be notified as soon as possible. If you are unhappy with any replacement programme provided by the College or if the College is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for programme fees. You would be entitled to a refund of all programme fees paid to date.

6.3. The College reserves the right to vary minor elements of your programme from that described in the published information in order to improve the quality of educational services, in order to meet the requirements of the validating or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. Such changes will always be preceded by consultation with students. We will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from the programme without any liability to the College for programme fees.

7 COMPENSATION

7.1. Should it be necessary to activate provisions under the Student Protection Plan, the College will seek to ensure that any compensation will be tailored to take into account the needs of different students. Guided by the principles of the Office of the Independent Adjudicator, the College will seek to ensure that any proposed compensation returns the student to the position that they would have been in had the circumstances not occurred.

7.2. Any compensation payments deemed appropriate would take into account "actual financial loss". Living expenses are normally not compensated, as the student would have to pay for general living expenses such as food and accommodation whether or not they were studying. It is expected that a student will have been through the internal complaints procedure prior to considerations for compensation being awarded. Compensation will be considered on a case by case basis, but may be triggered through:-

- compensation for additional travel costs for students affected by a change in the location of their course (Please note this does not include study at an alternative DN Colleges Group campus);
- compensation for maintenance costs and lost time where it is not possible to preserve continuation of study;
- compensation for tuition and maintenance costs where students have to transfer courses or provider;

- commitments to honour student bursaries;
- compensation where the College is unable to deliver material components.

7.3. The College will maintain cash reserves which would be sufficient to provide refunds and compensation for those students for whom we have identified an increased risk of non-continuation of study.

8 EDUCATIONAL PROVISION

8.1. The College's staff will: -

- deliver the content of your programme with reasonable care and skill
- clearly explain the academic requirements of your programme to you

8.2. You must commit to fulfil all the academic requirements of your programme including submission of work, attendance at examinations and attendance at lectures, seminars and any other teaching sessions provided by the College.

8.3. 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 under the Student Disciplinary Procedure.

9 COMPLAINTS PROCEDURE

9.1. If you have a complaint about the College, you should follow the Complaints Procedure which is available on both UCNL and Doncaster College websites.

9.2. If, having followed the College's Complaints Procedure to completion and also that of the awarding body as appropriate, you remain dissatisfied, there is a route to the Office of the Independent Adjudicator for Higher Education. Further information is available via <https://www.oiahe.org.uk/>

10 TERMINATION

10.1. The College reserves the right to terminate the Contract and exclude you in the following circumstances:

- If you persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next level of the programme. You should also note that your progression will be monitored and be dependent upon your academic performance
- For non-registration, for non-payment of programme fees, or for inadequate attendance or academic performance on your programme, in line with the relevant College policies and procedures

10.2. If you have been excluded from the College, you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments or take tests/examinations.

10.3. Please note that if following enrolment, there is an allegation of poor conduct made against you the College Disciplinary Procedure may be followed. The final level outcome of this procedure, if applicable, is termination of the contract.

11 DATA PROTECTION

11.1. The College holds information about all applicants and all students. The College uses the information provided by applicants and/or students (including information from application forms)

- to administer applications
- to compile statistics about applicants and/or students that may be published or passed to government bodies and funding agencies

11.2, If your application is successful, the College will also use the information:

- to deliver your programme and provide educational services to you, to administer your studies, to provide you with facilities and services, to monitor your performance and attendance, to provide you with support, and to identify ways to enhance our provision including learning, teaching, assessment and the broader student experience
- to send communications to you
- to process any payments made by you to the College
- for any other activities that fall within the pursuit of the College's legitimate interests

11.3, In certain circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect rights, property, or safety of our employees, students or others.

The College will only process your personal data in accordance with the specific purposes notified to you above; and/or otherwise as permitted by the Data Protection Act 2018.

By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this section.

NB at the point of formal enrolment to your chosen programme, you will be required to sign and agree to our Data Protection and Privacy Notices.

Contact details:

Academic Administration and Quality Assurance / Academic Registrar.
debbie.jensen@northlindsey.ac.uk

APPENDIX 1.

HIGHER EDUCATION ADMISSIONS CANCELLATION FORM

To: The DN Colleges Group

I hereby give notice that I wish to cancel my contract with the College for a place on the following programme:

Name of programme:

Course Code: Campus Code:

I accepted the Offer on: [Date]

Name: [Insert]

Address: [Insert]

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Signature:

Date