

1 OUR CONTRACT WITH YOU

1.1 The following Contract constitutes the Terms and Conditions of study in 2019/20 on directly-funded higher education programmes offered by University Centre Weston (“UCW”) in partnership with Pearson, Bath Spa University and the University of the West of England, Bristol.

1.2 In all instances “University Centre Weston”, “UCW” and “Weston College” should be considered interchangeable, falling under the ultimate jurisdiction of the Weston College Group.

1.3 These Terms and Conditions and all UCW procedures or policies referred to in them – together with: (i) any offer communication from UCW (‘offer’); (ii) any communication issued by UCAS that confirms acceptance of the offer (‘confirmation letter’); (iii) the online prospectus as at the date UCW makes an offer (‘prospectus’); (iv) UCW’s confirmation of enrolment communication; (v) all policies, procedures, regulations and frameworks listed in clause 1.7 – form the Contract made between the student and UCW (the “Contract”).

1.4 Material Information relating to a course - includes course title, qualification title, course length, number of days with teaching per week, delivery campus, module titles, validating university and tuition fees – also forms part of the Contract. Once a student has accepted an offer and/or enrolled on a course, UCW will take all reasonable steps to deliver a module or course as per the Material Information.

1.5 Enrolling on a higher education programme or module taught at UCW and/or accepting the offer signifies that the student accepts the terms of the Contract.

1.6 UCW has a number of regulations, policies, procedures and frameworks (see clause 1.7 below) outlining its agreed practices. By enrolling on a programme of UCW and/or accepting the offer and thereby agreeing to these Terms and Conditions, students agree to comply at all times with these regulations, policies, procedures and frameworks (including where UCW may amend any of them from time to time). The regulations, policies, procedures and frameworks referenced in this Contract can be located at www.ucw.ac.uk and on the Virtual Learning Environment (VLE).

1.7 Students are subject to the provisions of UCW’s Student Code of Conduct, Drugs and Alcohol Policy, Fitness to Study Policy, Fitness to Practice Policy, Complaints Policy, Fees Policy, Intellectual Property Policy and the UCW Student Charter. Any students failing to meet their responsibilities may be the subject of disciplinary action, which could involve the termination of their enrolment and this Contract in serious circumstances. Please go to www.ucw.ac.uk/students/policies-and-procedures to view the documents mentioned above.

1.8 Where applicable, UCW regulations, policies, procedures and frameworks and those of our partner universities may also be found on their websites. Students are obliged to familiarise themselves with and, where applicable, abide by all Terms and Conditions provided by their partner universities.

1.9 In instances of any conflict between the UCW and partner university's Terms and Conditions, regulations, policies, procedures and frameworks, the precedent depends on the status of the course. Some students at UCW are on courses that are classed as "indirectly-funded". Students at UCW on indirectly-funded courses will pay their tuition fees to the partner university, and the partner university's Terms and Conditions, regulations, policies, policies and frameworks will ultimately take precedent over UCW's in instances of conflict. For "directly-funded" courses, students on these programmes will pay their tuition fees to UCW, and UCW's Terms and Conditions, regulations, policies, policies and frameworks will ultimately take precedent over the partner university's in instances of conflict. Please refer to Appendix 1 for more information on the status of the courses delivered at UCW.

1.10 If a student does not enrol within six weeks of the start of their programme or module, UCW reserves the right to refuse to enrol the student and withdraw the student from his/her programme (without liability). Students who are not enrolled are not entitled to participate in assessments for any modules.

2 ADMISSIONS

2.1 The offer of a place on a programme that UCW makes to the student is subject to the student satisfying the academic and/or non-academic requirements for admission prescribed by UCW in the offer. The offer may be conditional or unconditional. If the offer is conditional, UCW will set out the conditions in the offer the student needs to fulfil in order to be enrolled on the programme. If the student has not fulfilled the conditions of the offer before the date notified to the student in the offer prior to the start of the programme, UCW reserves the right to withdraw the offer. Students have the right to change their mind and reject the offer within 14 days of the date on which they accepted it, by giving formal, written notice of their wish to cancel in the form of an email sent to admissions@ucw.ac.uk. Students also have the right to withdraw from a programme within 14 days of the start of term without incurring financial penalties by following the procedure outlined above.

2.2 UCW may withdraw or amend any offer or revoke a student's subsequent registration as a student of UCW, without liability to the student, if UCW discovers that the student's application contains material inaccuracies or fraudulent information or if the student is found to have omitted key information from his/her application. No refund of fees will be made in such circumstances beyond that provided for in the UCW Fees Policy.

3 CANCELLATION AND TERMINATION

3.1 Students (or potential students as applicants) retain the right to cancel the Contract in certain situations as set out in this clause 3. Withdrawal from the programme is subject to the provisions of the UCW Fees Policy.

3.2 UCW reserves the right to cancel a programme in the event of non-viability due to numbers. In this eventuality, UCW will advise applicants, and provide help and support to find an alternative programme for them. Please refer to the UCW Student Protection Plan at www.ucw.ac.uk/about/wider-information-set for more information.

3.3 Once UCW has commenced providing its services to the student (or potential students as applicants), the student may cancel the Contract with immediate effect by giving UCW notice through the procedure outlined in clause 2.1 if:

3.3.1 UCW breaks the Contract in any material way and does not correct or remedy the situation with 30 days of the student requesting the cancellation to UCW in writing;

3.3.2 UCW goes into liquidation or a receiver or an administrator is appointed over the assets of UCW;

3.3.3 UCW changes the terms of the Contract to the material disadvantage of the student (or potential student as applicant); or

3.3.4 UCW makes a substantial change to the Material Information as outlined above without seeking and receiving the student's permission to do so.

3.4 UCW may cancel the Contract, refuse to allow them to enrol or terminate a student's enrolment at any time with immediate effect by giving the student written notice if:

3.4.1 the student does not pay UCW when required to do so in accordance with the Fees Policy;

3.4.2 the student breaks the Contract in any material way, and does not correct or remedy the situation within 30 days of UCW requesting them to do so;

3.4.3 any information supplied to UCW by or on behalf of the student as part of their application is misleading, inaccurate or incorrect;

3.4.4 UCW becomes aware of any changes to the student's situation or the information relating to him/her which means that the student is no longer able to fulfil any requirements attached to any offer or any pre-requisite conditions for any programme or, in the reasonable opinion of UCW, makes them unfit to practise or study;

3.4.5 the student has or receives a criminal conviction or caution, or UCW receives an unsatisfactory response from the Disclosure and Barring Service (DBS), which, in the reasonable opinion of UCW, makes it inappropriate for him/her to remain on the programme or unfit to practise or study;

3.4.6 the student commits a substantial breach of any of UCW's regulations, policies, procedures or frameworks, including any of those set out in clause 1.6 above;

3.4.7 the student's enrolment and registration is not completed to UCW's reasonable satisfaction, including the lack of a valid UK visa or its expiry during the programme of study, or if a student's continuing enrolment puts UCW in breach of UK immigration law.

3.4.8 the student is barred from obtaining or continuing with membership of a professional body which is required to complete the programme of study; or

3.4.9 the student, in the reasonable opinion of UCW, poses a serious health and safety risk to themselves or others.

4 PROGRAMMES OF STUDY

4.1 Students enrolling onto a programme of study will be entitled to attend classes and participate in assessment for all modules on which the student is enrolled for 2018/19, subject to making payment of their fees as and when they are required to, as stipulated by the provisions of the Contract.

4.2 Where a programme lasts for longer than one academic year, students must enrol on an annual basis. An invitation to enrol will be sent to all eligible students annually. A failure to enrol on time may lead to a student being removed from the programme.

4.3 Students will be assessed in accordance with Academic Regulations, policies, procedures and frameworks. For programmes that last for longer than one academic year, UCW will consider the student's academic performance annually, in accordance with the relevant Academic Regulations. Where UCW judges that a student's registration should be terminated due to unsatisfactory academic performance, any future enrolment at UCW would be subject to UCW's usual admissions procedure. If a student's enrolment is cancelled on academic grounds, the student will not be entitled to any refund, over and above that provided for in UCW's Fees Policy.

4.4 Any student whose enrolment has been terminated is no longer entitled to use UCW's library or computing facilities, nor facilities and services provided by the partner university. A student whose enrolment has been terminated is also no longer entitled to attend lectures or classes, submit assessments, take tests/examinations, or to proceed to any degree, diploma or other award of UCW or its partner universities.

4.5 UCW will provide library, laboratory, IT and other facilities to students in accordance with the descriptions set out in the prospectus, unless prevented from doing so by adverse circumstances beyond its control. If so prevented, UCW will take all reasonable steps to provide an acceptable alternative.

5 PERSONAL DATA & STUDENT INFORMATION

5.1 The student agrees that the information contained in his/her application for an offer is true, accurate and complete at the time the offer is made and when it is accepted and the student undertakes to inform UCW as soon as possible if any of this information or any of his/ her personal details or circumstances change including, for example, anything that leads to his/her non-attendance at lectures, seminars or other scheduled programme activity; anything that may impact upon his/her health; any criminal conviction or caution.

5.2 Personal information provided by students to UCW is held by UCW in its original, electronic and other formats and is processed in accordance with relevant legislation, including the General Data Protection Regulations and Data Protection Act 2018. Please refer to the UCW Privacy Policy at www.ucw.ac.uk/about/privacy-policy for more information, but please also note that the UCW Privacy Policy does not constitute a part of the Contract.

5.3 UCW is required to provide personal data, including data regarded as personal sensitive data, about students to third parties for legal and operational purposes. These may include: the Office for Students (OfS), the Higher Education in Further Education Student Survey (HEIFES), Graduate Outcomes, Individual Learner Record (ILR) returns, the Office for Fair Access (OFFA), local authorities, Home Office, Student Loans Company, external teaching venues, partner universities and service providers. Please refer to the UCW Privacy Policy for more information on how UCW shares this data.

5.4 All students will be asked about criminal convictions at enrolment. If, in the reasonable opinion of UCW, the nature of a conviction poses a safeguarding or any other risk, the student may not be permitted to enrol with the Weston College Group. If a student has a criminal conviction and would like further information or a confidential discussion, please contact the Assistant Director of Higher Education: Academic Registry.

5.5 Students on some courses are required to complete a DBS check, with their place on the programme dependent on a satisfactory outcome. The Contract can therefore be terminated if the student does not possess a satisfactory DBS outcome.

5.6 Where an enrolment ceases or lapses, UCW may retain basic registration details, results and any information that may be required in relation to matters that remain outstanding. The remaining information will be destroyed, subject to UCW's Privacy Policy. UCW reserves the right to hold this information for six years following the end of the student's programme of study.

6 FEES POLICY

6.1 Details of the fees charged, how fees are calculated, how fees may be varied, payment options, how to pay fees, how to withdraw from programmes and the UCW refunds policy, are set out in the UCW Fees Policy, which applies to the student and which he/she must comply with at all times. UCW reserves the right to amend the Fees Policy from time to time, including an annual update, subject to reasonable notice being given to students of any changes to their Material Information.

6.2 By enrolling with UCW, students agree to abide by the UCW Fees Policy. The UCW Fees Policy can be accessed at www.ucw.ac.uk/students/policies-and-procedures. However, when a student is enrolled on an indirectly-funded course at UCW, the partner university tuition fees policy would take precedent over the UCW Fees Policy in instances of conflict. Please refer to clause 1.9 for more information.

7. STUDENT DEBTORS

7.1 UCW reserves the right to cancel this Contract and the enrolment and/or terminate the registration of any student who has failed to pay tuition fees in accordance with the terms of UCW's Fees Policy.

7.2 If at the end of an academic year of any programme the student has not paid all or part of any outstanding debt in relation to tuition fees, the student will not be allowed to enrol on to any programme for the next academic year, or graduate if they are in their final year. UCW reserves the right to withhold certificates and academic references in such circumstances.

7.3 If the student owes fees (other than tuition fees) related to any element of the services (for example, library fines) by the due date, the relevant element (for example, use of the library's borrowing facility) may be withdrawn until the fees have been paid in full.

8 STUDENT ENROLMENT

8.1 Students are required to formally enrol with UCW. This consists of providing formal identification documentation to UCW.

8.2 All students must provide UCW of evidence of their permission to study in the UK. If a student requires immigration permission to study in the UK, they must present a valid UK visa or equivalent to UCW before completing enrolment. This visa should normally cover the full length of the student's course of study. If the visa expires before the expected course end date, a new visa must be provided before the expiry date. If the student does not provide valid visa documentation (where applicable) to cover the full study period, their enrolment and this Contract may be cancelled by UCW. In such circumstances the student may be liable for a refund as per UCW's Fees Policy.

9 SERVICES, FACILITIES AND LIABILITY

9.1 Use by the student of any of UCW's IT facilities will be treated as acceptance by the student of the UCW Learners IT Policy. This is provided to students as part of their enrolment and is available from the UCW website and student's VLE.

9.2 The student's right to access any services or facilities of UCW will cease upon termination of the student's enrolment.

9.3 The provision of a facility or service may be subject to an additional charge (separate from the tuition fees). Where this is the case, UCW will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between the student and UCW.

9.4 Whilst UCW takes all reasonable care to ensure the safety and security of students, UCW cannot accept responsibility, and expressly excludes liability, for loss or damage to students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by UCW's negligence and the affected student is not at fault. Students are advised to insure personal property against such risk of loss and damage.

9.5 UCW shall not be held responsible for any injury to a student or any loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of UCW.

9.6 UCW shall not be held responsible for any injury to a student or any loss or damage resulting from such injury, or for damage to property, when such injury or loss or damage takes place in, or is caused by, the accommodation UCW offers in partnership with its external property providers or private landlords.

9.7 UCW shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond UCW's reasonable control ("Force Majeure Event"). If UCW is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to students. A Force Majeure Event could include, but is not limited to, fire, flooding, severe weather or illness to staff.

9.8 Students on programmes classed as directly-funded (as detailed in Appendix 1) may not have full access to all their partner university services and facilities. All UCW facilities and services are available to all students regardless of their status. Students should contact the Higher Education Academic Registry Team (HEART) via email at HEART@ucw.ac.uk in the first instance if they are unsure of their entitlement.

10 LECTURE CAPTURE

10.1 UCW may record, store and make available to students, video and audio recordings of instances of learning and teaching where the student may be present.

11 INTELLECTUAL PROPERTY

11.1 UCW's Intellectual Property Policy will apply to any work created by the student in the course of their studies.

12 COMPLAINTS PROCEDURE

12.1 If a student has a complaint about UCW, the student should follow UCW's Complaints Policy and Procedures. If however, having followed the Complaints Policy and Procedure to completion, a student remains dissatisfied, the student has the right to make a complaint to the Office of the Independent Adjudicator (OIA) for Higher Education.

13 CHANGES TO TERMS AND CONDITIONS

13.1 UCW may revise the Terms and Conditions of this Contract from time to time where in its opinion it will assist in the proper delivery of any programme or in order to:

- 13.1.1 comply with any changes in relevant laws and regulatory requirements;
- 13.1.2 implement legal advice, national guidance or good practice;
- 13.1.3 provide for new or improved delivery of any programme;
- 13.1.4 reflect market practice;
- 13.1.5 in UCW's reasonable opinion make them clearer or more favourable to students;
- 13.1.6 rectify any error or mistake; or
- 13.1.7 to incorporate existing arrangements or practice.

14 GENERAL

14.1 A written notice given under the Contract may be sent by email to admissions@ucw.ac.uk.

14.2 UCW may transfer its rights and obligations under the Contract to another college or similar organisation and it will always notify the student in writing if this happens, but this will not affect the student's rights or UCW's obligations to the student under the Contract.

14.3 The terms of the Contract shall only be enforceable by the student (or potential student as applicant) and UCW.

14.4 The Contract constitutes the entire agreement between student (or potential student as applicant) and UCW in relation to its subject matter.

14.5 No failure or delay by UCW or the student (or potential student as applicant) to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

14.6 If any provision or part-provision of the Contract is or becomes invalid, illegal 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 modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

14.7 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these Terms and Conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

APPENDIX 1 – STATUS OF COURSES AT UCW

PROGRAMME	PARTNER	STATUS
Aerospace Engineering (Manufacturing) BEng (Hons)	UWE	Directly-funded
Animal Management FdSc	UWE	Directly-funded
Applied Computing FdSc	UWE	Directly-funded
Applied Computing BSc (Hons) (top-up)	UWE	Directly-funded
Applied Computing BSc (Hons)	UWE	Directly-funded
Business with Management FdA	UWE	Directly-funded
Business Management with Sustainability BA (Hons) (top-up)	Bath Spa	Directly-funded
Construction and the Built Environment HNC	Pearson	Directly-funded
Contemporary Art and Professional Studies FdA	Bath Spa	Indirectly-funded
Contemporary Art and Professional Studies BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Counselling FdSc	Bath Spa	Directly-funded
Counselling BSc (Hons) (top-up)	Bath Spa	Directly-funded
Counselling Supervision PGCert	Bath Spa	Directly-funded
Dance for Commercial Performance BA (Hons)	Bath Spa	Indirectly-funded
Digital and Technology Solutions BSc (Hons)	UWE	Directly-funded
Early Childhood Studies FdA	Bath Spa	Indirectly-funded
Early Years FdA	Bath Spa	Indirectly-funded
Early Years Education BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Electronic Engineering BEng (Hons)	UWE	Directly-funded
Electronic Engineering (Nuclear) BEng (Hons)	UWE	Directly-funded
Engineering HNC	Pearson	Directly-funded
Environmental Health and Practice MSci	UWE	Directly-funded
Events Production and Management FdA	Bath Spa	Directly-funded
Film and Media Arts Production FdA	Bath Spa	Directly-funded
Games and Animation Production FdSc	UWE	Directly-funded
Games and Animation Production BSc (Hons) (top-up)	UWE	Directly-funded
Games and Animation Production BA (Hons)	UWE	Directly-funded
Graphic Design FdA	Bath Spa	Indirectly-funded
Graphic Design BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Hair, Make-up and Prosthetics for Production FdA	Bath Spa	Directly-funded
Hair, Make-up and Prosthetics for Production BA (Hons)	Bath Spa	Directly-funded
Health and Social Care Practice FdSc	UWE	Directly-funded
Inclusive Practice FdA	UWE	Directly-funded
Integrated Mental Health and Social Care FdSc	UWE	Directly-funded
Law LLB	UWE	Indirectly-funded
Lens-based Media BA (Hons) (top-up)	Bath Spa	Directly-funded
Mechanical Engineering BEng (Hons)	UWE	Directly-funded
Mechanical Engineering (Nuclear) BEng (Hons)	UWE	Directly-funded
Mechanical Engineering with Manufacturing BEng (Hons)	UWE	Directly-funded
Music Production FdA	Bath Spa	Indirectly-funded
Musical Theatre BA (Hons)	Bath Spa	Indirectly-funded
Musical Theatre FdA	Bath Spa	Indirectly-funded
Musical Theatre BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Performing Arts BA (Hons)	Bath Spa	Indirectly-funded
Performing Arts FdA	Bath Spa	Indirectly-funded
Performing Arts BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Photography in Practice FdA	Bath Spa	Directly-funded
Popular Music FdA	Bath Spa	Indirectly-funded
Professional and Commercial Dance FdA	Bath Spa	Indirectly-funded
Professional and Commercial Dance BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Professional Music Performance and Production BA (Hons) (top-up)	Bath Spa	Indirectly-funded
Professional Music – Performance and Production BA (Hons)	Bath Spa	Indirectly-funded
Public and Environmental Health FdSc	UWE	Directly-funded
Public and Environmental Health BSc (Hons) (top-up)	UWE	Directly-funded
Sports Studies FdSc	UWE	Directly-funded
Tourism Management FdA	Bath Spa	Directly-funded
Uniformed and Public Services FdA	UWE	Directly-funded
Uniformed and Public Services BA (Hons) (top-up)	UWE	Directly-funded
Uniformed and Public Services BA (Hons)	UWE	Directly-funded