

# University Centre South Essex : Student General Terms and Conditions

## Important and surprising terms and conditions

All of the terms and conditions below are relevant to your studies with University Centre South Essex. However, we have pulled out below some specific important and/or surprising terms and conditions for your information:

1. The College allocates a fees status to students in accordance with term 4.1.7 below. You should note that in accordance with the provisions outlined in this clause fees status is retained for the duration of your programme and will only be amended in the circumstances detailed in the clause.
2. The College normally increases fees for continuing students on an annual basis in line with the UK retail price index. The maximum increase will be 4%. Fees for new students will be published annually.
3. In the event that you withdraw from your programme or take a break from your studies your tuition fee liability is outlined in the College's [Higher Education Fee Policy](#) (including fee liability for withdrawal and intermission, refunds and compensation)

## 1. Introduction

- 1.1 These terms and conditions set out the relationship between you and University Centre South Essex (the College, "we" "our" or "us"). This relationship begins when you apply for a place at the College, accept the College's offer of a place, and continues for the whole period of your studies at the College.
- 1.2 The College will make every effort to ensure the information that we present to you is correct, current and complete, enabling you to make an informed decision about the programme you wish to study at the College. We will do all we reasonably can to deliver programmes and services as described by us. Information may be provided in a number of ways including but not limited to the College's website, prospectus, open days, offer letters and handbooks.
- 1.3 You are encouraged to take the time to read and review these terms and conditions before you accept an offer from the College. The College has indicated at the top of this agreement what students might consider to be the most important terms, with links to associated and more detailed documents that can be accessed through the College's website.
- 1.4 If there are any aspects of these terms and conditions that you do not understand, we encourage you to contact the College for clarification. The HE Team will support you with any queries and can be reached at [headmissions@southessex.ac.uk](mailto:headmissions@southessex.ac.uk) or by telephoning 0845 52 12345 and asking to speak to HE Admissions.
- 1.5 When you become a student at the College, you join our higher education community. You are expected to be respectful and courteous towards other students, members of staff of the College and the wider local community and to abide by the College's policies, procedures and regulations specific to your programme. The relevant policies and procedures can be found on our website at <https://southessex.ac.uk/university-centre-support/higher-education-policies> under the section entitled "Cross-College". The

regulations, policies and procedures specific to your programme can be found under the associated validating partner for the programme, also at <https://sout Essex.ac.uk/university-centre-support/higher-education-policies>. You should expect other students, members of staff of the College to abide by College policies and procedures and associated regulations for the HE programmes they are engaged with. The potential consequences of failing to comply with the College's policies and procedures and programme related regulations are explained in the policies, procedures and regulations themselves, but where there has been a significant breach, student disciplinary procedures could apply <https://sout Essex.ac.uk/university-centre-support/higher-education-policies>, potentially leading to withdrawal from the programme and exclusion from the College.

1.6 In addition to the terms of this contract, the College has various regulatory requirements and legal duties which affect how it operates, including but not limited to the following:

- 1.6.1 Regulations imposed by the Office for Students (OfS), which affect the College's registration as a provider of higher education.
- 1.6.2 Duties under the Equality Act 2010, including the duty to have regard to the need to advance equality of opportunity and to eliminate discrimination, harassment, victimisation and other conduct prohibited under the Equality Act 2010.
- 1.6.3 A duty under the Education (No 2) Act 1986 to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the College and for visiting speakers.
- 1.6.4 Duties under the Counter Terrorism and Security Act 2015.
- 1.6.5 Duties under the Data Protection Act 1998 and successor legislation.

These regulations and duties can be subject to change as the regulatory requirements or law changes.

## **2. Other College documents, regulations, policies and procedures which form part of these terms and conditions**

2.1 In order to keep these terms and conditions as accurate, up-to-date and concise as possible, other documents are referred to below. These documents also form part of the terms and conditions of applying to and studying at the College. It is important that you comply with them. They are intended to inform and support you in your relationship with the College. You agree to abide by the College's policies and procedures and programme related regulations [see 1.5 above] when you complete registration for your programme. In particular we refer you to:

- 2.1.1 The dedicated student handbook for your programme, which provides a range of College and programme related information. These can be found on the programme page of your VLE account, access to which will be provided during induction.
- 2.1.2 The higher education section of the College website provides the detailed framework, policies, procedures and regulations underlying the programme handbooks including:
  - (a) The Student Charter, which outlines the higher education ethos at the College and the nature of the relationship between the College, students and staff.
  - (b) The awarding body/organisation regulations and policies for each programme. These can be found at: <https://sout Essex.ac.uk/university-centre->

[support/higher-education-policies](#) and are divided by awarding body/organisation. The College prospectus indicates the awarding body/organisation for your programme. This can be found in the [prospectus](#). The regulations and policies for each awarding body/organisation are distinct and you are expected to follow the regulations and policies for your programme during your time as a student at the College. They set out the academic discipline procedure that the College will use if the relevant regulations or policies have been breached by a student, and the procedures for appealing disciplinary decisions, including to the Office for the Independent Adjudicator for Higher Education (OIA).

- (c) Award regulations, which set out the rules governing the assessment, progression and award of different types of degree award and other higher education qualifications for programmes validated by each of the College's validating partners. These are available by awarding body/organisation at: <https://sout Essex.ac.uk/university-centre-support/higher-education-policies>
- (d) The College's *Higher Education Student Disciplinary Policy & Procedure* for non-academic discipline, covering instances of conduct, gross misconduct, their investigation, appeals and signposting associated policies and procedures, as appropriate.
- (e) The College's *Higher Education Student Attendance and Engagement Policy & Procedure*, which covers attendance and engagement requirements, their monitoring and actions where these are not met by students.
- (f) An academic appeals and complaints procedure for each validating partner's programme(s). This covers irregularities in the assessment process, perception of bias, error in the recording of the marked work and extenuating circumstances that you could not make known to the examination board <https://sout Essex.ac.uk/university-centre-support/higher-education-policies>
- (g) The College's policy and guidelines regarding the ownership and protection of intellectual property relating to UAL validated programmes is contained in the document entitled *Intellectual Property Rights Policy and Guidelines (UAL validated programmes)*.
- (h) The College's policies on equality and diversity and freedom of expression and code of practice on freedom of speech.
- (i) The College's policies, aligned to validating partner requirements, on academic offences / misconduct, including but not limited to plagiarism and collusion (which may in appropriate cases lead to suspension or withdrawal from the programme)
- (j) The College's arrangements for Governance, which outline the general framework on which the College operates.
- (k) An HE calendar, contact information, a structure diagram for the Faculty of Higher Education and information about non-academic departments that contribute to the effective running of the Faculty.
- (l) Admissions requirements, an admissions policy and admissions related appeals and complaints.
- (m) Policy and procedure by awarding body/organisation on awarding credits for prior learning and accepting prior experiential learning. This is as follows:
  - i. University of East Anglia
  - ii. University of the Arts London
  - iii. Pearson BTEC Higher National Certificates/Diplomas

- (n) The College's *Higher Education Fee Policy (including fee liability for withdrawal and intermission, refunds and compensation)*.
- (o) Information about the College's learning resource centres, the library and *The Forum*.
- (p) Conditions and guidelines in the form of a statement on the use of the College's IT and network facilities ("Acceptable Telecommunications, Network and Internet Use Statement").
- (q) Awarding body/organisation regulations and policies relating to:
  - i. the submission of work for assessment, including penalties for late submission of work.
  - ii. moderation, double marking, including the circumstances in which a student may request a remark, lodge a complaint about marking/assessment or submit an academic appeal.
  - iii. extenuating circumstances, including students' obligations to report such circumstances in accordance with the regulations/policies.
- (r) Information about bursaries and fee waivers.
- (s) Information about higher education programmes delivered at the College and awarded by each of the College's validating partners.

2.1.3 During this agreement, the College may make changes to its programme regulations, policies, procedures and similar documents from time to time. These changes may be made to improve the clarity or effectiveness of the programme regulations, policies, procedures and similar documents, to assist the effective operation of the College, or may be required in order to comply with legislation, validating partner requirements or in response to recommendations from regulatory bodies. You agree to abide by any such changes to these programme regulations, policies, procedures and similar documents if such changes are made during this agreement.

#### **IMMIGRATION (APPLICABLE TO NON-EEA NATIONALS ONLY)**

- You will need to demonstrate, at the point of enrolment, that you have a valid immigration status to undertake your Course. If you fail to demonstrate that you have a valid immigration status you will not be entitled to enrol at the College and we reserve the right to cancel the Contract on written notice to you and withdraw you from your Course (without liability to you) and we shall not be responsible for any related or ancillary costs or losses you incur.
- You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at the College.

We are required to withdraw sponsorship of your Tier 4 visa if you do not comply with Home Office rules, including but not limited to:

- failure to meet the minimum attendance requirements;
- your enrolment has been terminated, or you withdraw or commence an interruption of studies;
- if you successfully complete your Course in a shorter period than originally planned;

- failure to enrol or re-enrol in accordance with Clause 4; and
- failure to provide evidence that you have valid leave to remain in the UK.
- If you choose to withdraw from your Course or if your study is terminated by the College, this will affect the validity of your Tier 4 visa sponsored by the College and your ability to enter and/or remain in the United Kingdom.
- If your visa is revoked for any reason, the College will interrupt or terminate the Contract
- On occasion, the College will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms, you consent to us contacting the Home Office on your behalf and the UK Home Office releasing such information to us.
- International Students must comply with the terms of the visa and any other UK Visas and Immigration requirements, including the number of hours you are permitted to work as per your visa.
- You are not eligible for a refund of a deposit if your visa is refused due to failure to follow the UKVI guidance, or you have submitted fraudulent documents.

### **3. Applications: the importance of providing true and complete information**

- 3.1 In submitting an application to the College you must take reasonable care to ensure that all the information you have given is true, complete and accurate. If you do not take reasonable care to ensure the accuracy, completeness and truth of the information, the College may terminate your application and withdraw any offer of study. Whether you have taken “reasonable care” depends on all of the circumstances, and you will have the opportunity to provide an explanation. If you disagree with the College’s decision to terminate an application or withdraw an offer of study, you may lodge an appeal in accordance with the [Higher Education Admissions Application Feedback, Appeals & Complaints Policy](#)
- 3.2 An application must be made in the following way:
- (a) Undergraduate & HND full time courses through the UCAS Service

### **4. Offers, Enrolment and Registration in your first academic year**

#### **4.1 Offers and registration in your first year**

- 4.1.1 An offer will be made by the College in one of the following ways:
  - (a) Undergraduate & HND full-time programmes through the UCAS Service
- 4.1.2 The offer will set out any academic and non-academic conditions you are required to meet before you can commence a programme of study with us. If you do not meet the conditions, the College is not obliged to admit you as a student.
- 4.1.3 If you wish to accept an offer from the College, you should inform us of this by communicating your acceptance through the following methods:

(a) Undergraduate & HND full-time programmes through the UCAS Service

- 4.1.4 Once you have accepted the offer, if you meet the conditions of the offer you will be entitled to register for the academic year set out in the offer. In accepting an offer you are entering into a legally binding contract with the College. You must comply with any conditions of registration set out in the offer, in these terms and conditions and any associated College policies, procedures or associated documents.
- 4.1.5 You must register at the designated session notified to you by the College or (with the written agreement of the College) at another session and, in any event, no later than the second week of the programme. If you are offered a place during the second week of the programme, you must enrol within 7 calendar days of the date of the offer.
- 4.1.6 If you cannot or do not register for the academic year set out in the offer, you shall not be entitled to enrol for this or any other academic year (although you may make a fresh application for admission in a later year of study, which will be considered on its merits in the usual way). You may ask the College to agree to defer your place to the next academic year, provided such request is in writing, but this shall be at the College's discretion, taking account of all relevant circumstances including the College's legitimate staffing, financial, regulatory and academic requirements.
- 4.1.7 ***The appropriate fee***  
Students registered at the College are required to pay the fee appropriate to their programme of study and their fees status as either a 'Home' or 'EU' student as set out in our fees tables: *Fees Table & Payment Schedule for Higher Education Programmes* <https://www.southessex.ac.uk/higher-education/fees-and-funding>

***Determination and communication of fee status***

Fee status is determined in accordance with the Education (Fees and Awards) (England) Regulations 2007 (SI 2007, No 779) or the Student Fees (Qualifying Courses and Students) Regulations 2007 and subsequent amendments as approved by Act of Parliament ("the fees legislation"). The assessment of fee status will be communicated in the College's formal offer of admission. By accepting the offer of admission an applicant agrees to pay the appropriate fee on the basis outlined in the offer.

***Determining fee status in cases of doubt***

In a case where assessment of fees status has not been possible or there is a query as to fee status a questionnaire will be sent to the applicant or student which must be returned within one month of issue or before the course commences, whichever is sooner. The assessment will be made by the College within two weeks of the **fees status questionnaire** being returned. Failure to return the questionnaire prior to the start of your course or to supply any requested documentation will affect the fees charged and/or could delay your admission to the programme.

### ***Mistakes and misrepresentation***

If the assessment of fee status has been made on the basis of a mistake or misrepresentation of fact which comes to the College's attention after the formal offer has been made, it may reassess the applicant or student's fee status on the basis of the correct facts. If the true facts mean that the student's fee status on the basis of the fee status legislation differs from that communicated in the formal offer, the College may reassess and apply the appropriate fee status on the basis of the true facts from the commencement of the programme of study. The **appeal process outlined in 3.1 above** will also apply.

### ***Duration of fee status***

A student's fee status will remain in place for the duration of the programme of study, save in cases of reassessment as outlined below. In particular, a student assessed as eligible for Home/EU status will be entitled to retain this status for the duration of the programme of study irrespective of any changes to the fee status legislation after the programme of study has commenced, save where such status has been awarded on the basis of a mistake or misrepresentation of fact.

#### 4.1.8 You may not be permitted to register if:

- (a) You fail or have failed to meet the academic or non-academic conditions of the offer made to you;
- (b) Between accepting an offer and registration there is a change in your circumstances which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme. This may include, but is not limited to an inability to comply with the fitness to study requirements of the College, as detailed in the College's [Higher Education Fitness to Study Policy & Procedure](#) and/or a criminal conviction obtained since the point of application;
- (c) Between accepting an offer and registration, further information becomes available which, in the reasonable opinion of the College, indicates that it would be inappropriate for you to be on the programme, you are not fit to study or if you are joining a programme that has a professional accreditation, that you are not fit to practice that profession. Students and prospective students should contact [headmissions@southessex.ac.uk](mailto:headmissions@southessex.ac.uk) with any queries about the arrangements to study. The requirements of fitness to study are subject to the College's obligations under the Equality Act 2010.
- (d) You do not pay your tuition or other academic related fees in full when they are due or make arrangements for payment that are acceptable to the College to the College before registration. Fees are due within 14 days of receipt of a fees invoice. Please contact HE Finance team for more information. The College provides instalment payment plans in respect of fees. Kindly refer to the [Fees Table & Payment Schedule document](#).

In any case, if you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the College's [Higher Education Admissions Application Feedback, Appeals & Complaints Policy](#)

## 4.2 Registration in subsequent academic years

- 4.2.1 Once you have successfully registered in your first year, you are entitled to enrol for the subsequent academic year or session provided that:
- (a) You do not have outstanding debts owed to the College in respect of tuition fees and have not been suspended from the College (the grounds for suspension for non-academic reasons are included in the College's *Higher Education Student Disciplinary Policy & Procedure*). The College at its discretion may permit you to enrol despite the fact you owe the College money and enrolment should not be considered proof that no money is owed or that any outstanding debt will not be enforced.
  - (b) You remain fit to study, subject to the College's duties under the Equality Act 2010; students with disabilities should contact Student Services with any queries about the arrangements to study.
  - (c) You have made satisfactory academic progress in accordance with the awarding body/organisation regulations for your programme.
- 4.2.2 Your right to re-enrol, following an approved break in studies, is subject to the Terms and Conditions prevailing at the time of re-enrolment. The College publishes details of the changes to the Terms and Conditions. The procedure for seeking a Time out /Intercalation from studies is set out [here](#).
- 4.2.3 If you do not re-enrol within 2 weeks of your re-enrolment date and you have not applied to take time out of your studies / intermit, your registration may be terminated at the discretion of the College.
- 4.2.4 You are required to re-apply for your fees with Student Loan Company every subsequent academic year. You are also required to inform SLC or any changes to your fees or situation.
- 4.2.5 In any case, if you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the [Higher Education Admissions Application Feedback, Appeals & Complaints Policy](#)

## 4.3 Disclosure of criminal convictions

- 4.3.1 You are required to adhere to the College's policy in respect of students' and potential students' past criminal convictions, whether spent or unexpired, which can be found on the college website. You are required to disclose all "unexpired" criminal convictions at the time of your application to the College and to notify the College immediately of any convictions that occur whilst you are registered as a student at the College in accordance with the College's policy in respect of *Higher Education students' and*

*potential students' past criminal convictions*. Linked to the new policy. An explanation of what an "unexpired" conviction is can be found at:

<https://www.gov.uk/government/publications/new-guidance-on-the-rehabilitation-of-offenders-act-1974>

- 4.3.2 Some programmes are exempt from the Rehabilitation of Offenders Act and those offered a place to study when asked, must declare any criminal convictions or cautions they may have, and will be required to secure a satisfactory disclosure from the Disclosure and Barring Service (DBS). Such disclosure is usually sought because the relevant professional body, where applicable to a programme, requires it, but in some cases the College and/or the organisation with which work-related activities (including, but not limited to placements) are arranged may have identified a potential level of exposure to children or vulnerable adults which makes such a check appropriate. In such cases your offer will make clear that this is subject to a satisfactory DBS disclosure.
- 4.3.3 The College at its absolute discretion, may withdraw an offer or terminate your registration at the College, for any failure to comply with paragraphs 4.3.1 and 4.3.2 above. In any case, if you consider that the grounds on which the College has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the College's [Higher Education Admissions Application Feedback, Appeals & Complaints Policy](#)

## 5. If you decide to withdraw your registration as a student

- 5.1 You may withdraw from the College. Further information may be obtained by contacting your Programme Leader in the first instance. Any such withdrawal will take effect on receipt of a written request to withdraw and after you have discussed your decision to withdraw from the programme with the Programme Leader. This is so that you make a fully informed decision and are fully aware of the range of options and their implications, such as intermission. A written request to withdraw will bring an end to your programme, assessment or the award of a degree or other qualification, or with access to the College's facilities.

## 6. Grounds on which the College may terminate your registration as a student

6.1 The College may terminate your registration if:

- 6.1.1 You do not pay your tuition fees in full when due. This will be 14 days from the invoice date or other date that may be advised as part of an instalment arrangement.
- 6.1.2 A decision is taken to require you to terminate your student status through a decision to permanently expel in accordance with our disciplinary procedure (*Higher Education Student Disciplinary Policy & Procedure*) or awarding body/organisation related regulations, policies or procedures. Such disciplinary decisions may relate to:
- (a) academic performance
  - (b) serious academic misconduct
  - (c) fitness to study

- (d) attendance and engagement with your programme
- (e) gross misconduct

6.2 Where your enrolment has been terminated pursuant to paragraph 7.1 above, you are entitled to lodge an appeal, based on the associated regulations, policies or procedures that apply to your circumstances. If you decide to appeal and the appeal is not allowed (i.e. the decision to terminate is upheld) or you do not appeal the College decision to terminate your status as a student, you will be entitled to an adjustment to your fees in accordance with the College's *Higher Education Fee Policy 2018-19 (including fee liability, refunds and compensation)*. Where your appeal is upheld / successful, you will retain your status as a student at the College. In any case, you also have a right to complain, using the associated policies and procedures.

6.3 On termination of your enrolment, you are required to return our student identification card, together with all property owned by the College, to the Faculty of Higher Education or relevant department. You must pay all outstanding fees immediately.

6.4 Termination of your enrolment will mean that the College will have no further obligations to provide you with a programme, assessment or the award of a degree or other qualification, or with access to the College's facilities.

## **7. Changes to these terms and conditions**

7.1 We may vary these terms if there are changes to the relevant laws or regulatory requirements.

## **8. Changes to programmes and discontinuing programmes**

8.1 The College may endeavour at all times to keep any changes to programmes to a minimum and to keep you informed appropriately. However, some changes, for example to programmes, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons. Any programme related changes are required to comply with the College's internal processes, external regulatory expectations and awarding body/organisation regulations. Any changes to fees are governed by the terms of the College's Access and Participation Plan, which is regulated by the Office for Students.

8.2 If we are proposing to make changes to the programme you are studying, we will normally invite your views on the proposed changes before we decide whether or not to proceed (the only exceptions may be some minor changes that are deemed by our awarding bodies not to require student consultation). After seeking your views, and considering any response together with those of other affected students we will decide whether or not to proceed as proposed, or to proceed with a modified proposal.

8.3 We will always consult students in relation to "substantial" changes. These may vary slightly between awarding bodies, who have oversight of such changes and must also authorise them, but normally include the following:

- 8.3.1 A decision to close or discontinue a programme;
- 8.3.2 A decision to discontinue or add a core or compulsory module / unit;

- 8.3.3 A decision to make significant changes to the physical location where programmes are taught;
  - 8.3.4 A decision to make significant changes to the method by which a programme is taught or assessed;
  - 8.3.5 A major restructuring of a degree programme.
- 8.4 We might be obliged to make such changes for reasons outside our control, for example:
- 8.4.1 Where the government or regulatory body (for example a professional body which makes regulations governing the eligibility of graduates to enter a profession) introduces new requirements or otherwise obliges us to implement changes.
  - 8.4.2 Where the government, funding council or other public body that provides funding changes the funding available to your programme in a way which makes the continuation of the programme unviable.
  - 8.4.3 Where an awarding body / organisation withdraws approval to run your programme.
  - 8.4.4 Where a pandemic, such as Covid-19 or its variant or successor, necessitates an adaptation to mode of delivery of teaching, learning and assessment of your programme, whether directed by the Office for Students, Government body or agency or as a result of associated guidance, restrictions or HE sector response to the pandemic.
- 8.5 If it becomes necessary for the reasons set out at paragraph 8.4 to make substantial changes at any stage before or during your studies, you will be informed by e-mail (to your College e-mail account).
- 8.6 The printed prospectus is accurate at the time of publication. Any changes to the printed prospectus will be made to the online version and applicants are strongly advised to consult the online version prior to application. Programme information is available on the College website: <https://www.southessex.ac.uk/he/ucse-courses>
- 8.7 If you are an applicant to a programme you will be notified immediately of any substantial change likely to have a bearing on your application. If a programme is substantially varied from the online prospectus description for reasons other than circumstances beyond the College's control (see paragraph 8.4 above) the College will explain what the changes are and if you do not wish to accept the substantial changes the College will do all that it can reasonably do to provide a suitable replacement programme. In the event of withdrawing an application from the College you may cancel the contract and withdraw without any liability for fees. If a decision is made to close or discontinue your programme the College will do all that it can reasonably do to provide a suitable replacement programme. In the case of applications through UCAS all necessary amendments will be made to enable you to make an additional choice of programme. In the event of withdrawing an application from the College you may cancel the contract and withdraw without any liability for fees.
- 8.8 If your studies have commenced, you will be entitled to withdraw from your programme by telling the College in writing. Such withdrawal does not prevent you from pursuing any other remedies that you may have, for example under the complaints procedure, to the Office of the independent Adjudicator or through the courts.
- 8.9 Paragraphs 8.10 and 8.11 below make further provision in the exceptional event of a course being cancelled. Nothing in those paragraphs affects your rights as a consumer.

8.10 If exceptionally the College discontinues your programme, or combines it with others, the College will do all it reasonably can to make arrangements to allow you to complete the programme. Equally exceptionally, this may include making arrangements for you to complete the programme at a different institution. In such circumstances, you may be entitled to compensation as per The College's *Higher Education Fee Policy (including fee liability for withdrawal and intermission, refunds and compensation)*. If it proves impossible to make suitable arrangements to complete the programme then the College will proceed to consider replacement programmes in accordance with paragraph 8.11 below.

8.11 If, again exceptionally, a programme is cancelled or substantially varied from the prospectus description for reasons other than circumstances beyond the College's control (see paragraph 8.4 above) the College will do all it reasonably can, working with its validating partners, to provide a suitable replacement programme. If you do not wish to accept the replacement programme, you are entitled to withdraw from the programme. In the event of such withdrawal the College shall make an appropriate refund of course fees.

## **9. You bear the risk if Coursework, Assignments and Assessments are lost or damaged before submission**

9.1 You are strongly advised to keep your own electronic backups and hard copies of all programme and assessed work. If it is not possible to keep a backup (for example of original artwork), a detailed photographic record should be kept instead.

9.2 The College (and its officers, employees or agents) cannot accept responsibility, and expressly excludes liability, for the loss or damage of any copies of your academic work (coursework or assessment) before it has been submitted. Coursework that is not submitted or is incorrectly submitted or is submitted late may be subject to a mark penalty; you should retain copies of submitted work as in certain circumstances you may be required to provide additional copies. The effect of non-submission or late submission is set out in more detail in the awarding body/organisation regulations for your programme at <https://southessex.ac.uk/university-centre-support/higher-education-policies>

9.3 Submitted coursework is retained in line with awarding body/organisation regulations and policies for your programme (see: <https://southessex.ac.uk/university-centre-support/higher-education-policies>)

## **10. Ownership of Intellectual Property in work created during the course of your studies**

10.1 For more information, the UK Intellectual Property Office publishes guidance on what individual intellectual property rights are including, at the time these terms and conditions were prepared, an IP tutor e-learning tool intended for students and academics (<http://www.ipo.gov.uk/blogs/iptutor/>).

10.2 In this paragraph Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, rights in design, rights in computer software, database rights, plant breeders rights, know-how, trademarks and all other intellectual property rights, in each case whether registered or unregistered and including applications, rights to apply for and be granted, renewals or extensions of, and rights to claim priority

from, such rights and all similar or equivalent rights or forms of protection existing now or in the future in any part of the world.

10.3 If you are studying an undergraduate degree or a sub-degree (such as Pearson BTEC HNDs) all rights, title and interest in or to any information and data, and any other Intellectual Property Rights whatsoever created by you in the course of your study at the College, other than where this arises in the course of any sponsored or collaborative work, shall remain your property. However, you agree that the College shall have an irrevocable right, without payment to you, to such Intellectual Property Rights for its internal activities and purposes including teaching and administration.

10.4 “Sponsored” work refers to work carried out in the course of a project part of the cost of which is being met by a third party sponsor, such as a research organisation, company, business, public sector or voluntary organisation or individual. Where a sponsor agrees to sponsor particular work, it will often do so on the basis that it is entitled to certain rights or to specify how the results of the work are used. All rights, title and interest in any Intellectual Property Rights which may arise in the course of sponsored work will be agreed between you and the College before or at the time the sponsored work is agreed. In default of such agreement any such Intellectual Property Rights shall belong to the College.

10.5 “Collaborative” work refers to work carried out by you in collaboration with others at the University or with others outside the College who have agreed with the College to collaborate on work with the College. Where Intellectual Property Rights arise in the course of collaborative work, these should be able to be used for the benefit for all those involved in the collaboration, and all rights, title and interest in any Intellectual Property Rights which may arise in the course of collaborative work will be agreed between you and the College before or at the time the collaborative work is agreed. In default of such agreement any such Intellectual Property Rights shall belong to the College.

## **11. Limitation of the College’s Liability to you for failing to comply with its obligations under these terms**

11.1 This paragraph limits the legal liability of the College or its officers, employees or agents to you in certain circumstances.

11.2 Nothing in this agreement (including this paragraph) shall limit or in any way restrict any liability of the College:

11.2.1 For death or personal injury caused by the College’s negligence or negligence of the College’s officers, employees, agents or contractors;

11.2.2 For fraud or fraudulent misrepresentation;

11.2.3 For defective products under the Consumer Protection Act 1997;

11.2.4 For unlawful discrimination, victimisation or harassment arising under the Equality Act 2010;

11.2.5 Arising under the Protection from Harassment Act 1997.

References to legislation in this agreement are intended to include references to any amendments, extensions or re-enactments of such legislation. This is because legislation may be amended, extended or re-enacted from time to time by parliament.

11.3 Nothing in this agreement shall exclude the College's liability under s.57 of the Consumer Rights Act 2015. However, the College's liability to you is restricted as explained at paragraph 11.4 below.

11.4 Subject to paragraph 11.2 above the College's liability (and that of its officers, employees or agents) under or in connection with these terms and conditions whether arising in contract, tort, negligence, breach of statutory duty or in any other way, shall not exceed the total of the fees paid and due to be paid by you under this agreement to the College for your programme.

**11.5 *No liability by either party for matters outside their control***

Neither party shall be liable to the other for any loss arising from matters outside the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes, but is not limited to strikes or other industrial action (within the College or third parties) staff illness, severe weather, fire, civil commotions, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport.

## **12. Complaints**

12.1 The College has complaints procedures in place for use by any HE student or prospective HE student who wishes to make a complaint about matters which are the responsibility of the College.

12.2 The College is committed to dealing with complaints promptly and fairly with an appropriate remedy, if upheld in accordance with the College's procedures.

12.3 In the case of prospective students, the complaints procedure is: *Higher Education Admissions Application Feedback, Appeals & Complaints Policy*:  
<https://southessex.ac.uk/university-centre-support/higher-education-policies>

12.4 The College procedures for dealing with complaints by registered students are published on the College website. These include academic appeals and complaints for each awarding body / organisation and non-academic complaints: <https://southessex.ac.uk/university-centre-support/higher-education-policies>

12.5 If you have a complaint you should, in the first instance, seek to resolve the matter informally by taking it up as quickly as possible with the person(s) who are most directly involved if at all practicable in an informal manner. This may involve contacting your Programme Leader, if you are a registered student.

12.6 If you remain dissatisfied following the process of informal resolution, you may take up your complaint formally through the appropriate Complaints Procedure. The Procedures also explain the circumstances in which you may complain to the Office of the Independent Adjudicator for Higher Education.

12.7 If you are a registered student you may seek the advice of HE Student Support when making a complaint. Registered students and prospective students may also seek advice from other sources, for example Citizens Advice Bureau, Law Centres or solicitors.

### 13. Other terms

13.1 Each paragraph of these terms operates separately. If a court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.

13.2 This agreement is personal to you; you may not assign or transfer it or any of the rights and obligations under it to anyone else.

13.3 Any officer, employee, or agent of the College may enforce these terms and conditions on behalf of the College. Neither party intends that any of these terms and conditions will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999. This means for example that the College has no liability to students' and prospective students' parents, guardians or sponsors.

#### 13.4 Notices

13.4.1 Any notice given under these terms and conditions must be given by e-mail or by post. Students must be in a position to respond to any notice within 48 hours of it being made available to them.

13.4.2 The College will send any notice to you either at your term-time or your home address as appropriate and/or by email, to your College email address.

13.4.3 Notices to the College should be sent by first class letter addressed to Anthony McGarel, Deputy Principal, University Centre South Essex, Luker Road, Southend-on-Sea, SS1 1ND or by such other means (for example email) or to such other address as may be notified to you.

13.4.4 You must keep your contact details up to date on the College's student information system.

13.5 The College will need to process data relating to you, in accordance with the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and successor legislation. This includes essential processing that is necessary for the administration of your studies and to ensure the College can support your safety and wellbeing.

13.5.1 Your attention is drawn to the College's Data Privacy Statement, available at: <https://www.southessex.ac.uk/gdpr>

13.5.2 The Data Privacy Statement explains the terms on which we will process your personal data, including when we might disclose certain types of personal data to third parties such as regulatory bodies like the Student Loans Company, validating partners, professional and regulatory bodies, local authorities.

13.5.3 Where it is necessary for the College to process your personal data in ways not included in the Data Privacy Statement, we will inform you as required by current data protection law.

13.5.4 Kindly refer to the relevant [Privacy policy](#) & the Date Retention Schedule.

13.6 If we fail to insist, or delay in insisting that you comply with any of your obligations under these terms (including enforcing any sums due to us), this will not mean we have waived any of our rights against you. This means that we would still retain the right to enforce the obligations concerned, in spite of our delay or failure to enforce the terms.

13.7 These terms and conditions and the relationship between you and the College shall be governed by English law and you and we both agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

13.8 The College holds public liability insurance and employer's liability insurance which covers the College's legal liabilities for those for which they have care, custody and control. In normal circumstances students on placement activity will be covered by the placement provider's insurance. Students to undertake a trip abroad as part of their programme should ensure that they obtain relevant insurance such as travel and health insurance.

### **Your rights and obligations once you have registered as a student**

Once you have registered as a student the College shall:

- Abide by the requirements of these terms and point out terms which may be deemed surprising or important.
- Provide you with the tuition and learning support appropriate for your programme (including appropriate infrastructure such as IT, library and teaching space facilities) with reasonable care and skill.
- Make every effort to deliver your programme as described in the relevant prospectus for the appropriate academic year subject to any changes expressly agreed with you.
- Examine and/or assess you in accordance with the programme regulations applicable to your programme and agreed with awarding bodies / organisations in relation to your programme and confer any degree or other academic awards to which you are entitled.
- Make available formal College policies, procedures, codes of practice, guidelines and any relevant associated documents, within which your programme will be delivered.

Once you have registered as a student you shall:

- Abide by the requirements of these terms, including any other documents referred to in these terms and those that have been identified to you as surprising or important.
- Make sure all tuition fees and other expenses relating to your programme are paid in time in accordance with the College's [Higher Education Fee Policy 2018-19 \(including fee liability, refunds and compensation\)](#).
- Take responsibility for your own learning, make appropriate use of all the resources available (including staff and IT, library and teaching space facilities) and comply with any policies, procedures and guidelines that apply to the use of such resources. These policies and procedures are referred to [Acceptable Usage Policy](#).
- Pursue your studies diligently (including attending any learning opportunities, such as lectures, tutorials and seminars subject to absence for medical or other agreed reasons) and not hinder the studies of others.
- Complete and submit any work to be assessed by the deadlines (subject to any revised deadlines agreed because of extenuating circumstances).

- Familiarise yourself with the academic conventions and requirements regarding plagiarism and other academic misconduct for your programme required by the associated awarding body / organisation (<https://southessex.ac.uk/university-centre-support/higher-education-policies>)

Additional information is available in the [Student Charter](#)