



Terms and Conditions of Enrolment at Swindon College for Higher Education Students

As a student you enrolled on a higher education course at Swindon College, North Star Avenue, Swindon, SN2 1DY (the College), you accept that as part of your contract with the College you will be bound by the following terms and conditions (the Terms), including the policies referred to within, for the duration of your studies at the College.

If you are registered with Oxford Brookes University on a franchised course you will also be bound by the University's terms and conditions found [here](#).

The Terms summarises the key matters you need to be aware of during the course of your studies, subject to any variation or amendment which is notified to you in writing by the College. Your course handbook(s) which will be issued when you start your course, will contain further information relevant to your course. If you require these Terms or any policies referred to in any other format then please email the admissions team on HE_admissions@swindon.ac.uk during the application and enrolment phase or once you are on site your course tutor.

A – Applying to study higher education at the College.

Information about your course of study and the application process is available on the College's website and it is recommended that you review this and make contact with the course team if needed before you complete your enrolment. For further information please see:

- [Course information](#)
- [Admissions Policy](#)
- Your Offer letter
- Your invitation to enrolment letter

B – Enrolling with the College

By completing and signing the College's enrolment form you will be confirming that you have been given sufficient information about the:

- Title of the qualification you are enrolling on
- Core modules/units of study and optional modules/units of study and any work based commitment that are required to successfully complete your course.
- Number of modules/units you must successfully complete in each year of your study in order to achieve the qualification
- Potential award or grading available on successful completion of your course and who is the awarding organisation (e.g. Oxford Brookes University, Pearson, University of Gloucestershire).
- Any additional accreditation applicable to your course and any potential costs for applying for such accreditation.
- Details of how the course and the College are regulated and by whom
- Duration of the course and the format of study
- Location of your course

- Costs of studying your chosen course and that you are subject to paying course fees for every year of study without any delay, please see D for further details on fees and our fees policy which can be accessed [here](#).
- Additional costs to your course e.g. field trips, equipment or kit costs, materials, studio hire, bench fees are explained on our website. In the case of kit costs, these will be specified in your course details on our website. In some cases e.g. trips, we will not know exact costs until bookings are made so these will be made clear in good time ahead of the event or activity. In the event of any change in additional costs you will be notified by the College in as soon as is reasonably possible after such change.
- Need to provide all relevant and requested documentation to confirm your enrolment by the deadlines specified by the College. Failure to do so may result in the College being unable to process your enrolment and you not being admitted to your course. This includes providing original evidence of your qualifications that your offer for entry to the course was based on and genuine photographic identification. Any documentation must be received by the College by the specified deadlines and the College cannot be held responsible for any loss suffered as a result of the documentation not being delivered to the correct department by the deadline date
- Need to satisfactorily pass any health, welfare, fitness to practice screening and criminal record checks which apply to your course.
- Need to disclose any disability information in order for us to be able to ensure that the correct support is in place for you from the start and throughout your time on your course. Please go to [this](#) link for further information on the support available.
- Need to ensure that any UK Visa and/or immigration clearance that you are required to have in order to study in the UK is valid at the time that you enrol and will continue for the duration of your study. The College may request that you provide evidence of your Visa or immigration clearance. The College will refuse to enrol you if you are not able to provide evidence of appropriate immigration clearance. It is your responsibility to ensure that all appropriate visas are obtained, the College will not be responsible for any loss suffered as a result of failure to secure the correct visa or clearance.
- Level of the award you will receive will be determined by continual assessment of your work throughout the course against the academic grading of the awarding organisation.
- Need to wear your ID card and lanyard at all times on College premises

C - Assessment and academic regulations

You will be subject to the academic and assessment regulations of either the awarding University if your programme is approved by a University partner, or by the College's Assessment Regulations if you are studying a Higher National Diploma or Certificate. These regulations can be accessed by:

[Oxford Brookes University](#)

[Pearson Qualifications](#)

[University of Gloucestershire](#)

You are advised to review these in detail and clarify any items you do not understand with your tutor or the HE Office before you undertake any assessments.

D – Payment of Tuition Fees

By enrolling at the College you are committing to the College's Fee policy which is available via [this](#) link.

- The fees that you will be charged at the start of the course will be as per the fees policy and in GBP.
- Tuition fees may increase in subsequent years for both new and continuing students in line with an inflationary amount determined by government and college requirements.
- If you owe fees from previous enrolments with the College or a University partner either from a previous course or a previous academic year, enrolment on your higher education course will be at the discretion of the College and you may not be permitted to enrol until they have been cleared;
- You cannot complete your enrolment until you have either made payment of the fees or you have evidence, to the satisfaction of the College, of a payment plan in place such as a student loan or payment by a sponsor (such as your employer);
- Fees may be made in instalments but this is at the discretion of the College;
- Failure to pay fees may result in the College withholding your final award certificate,
- If you terminate your agreement with the College or University partner other than in accordance with section E below, you will be liable for the full amount of fees due for your course; and
- If the College cancels your course you will be eligible for a refund according to the details laid out in the Fees Policy whereby any part/full refund will be determined by the circumstances of such closure.

E – Right to cancel

You can cancel your place by writing to the CIS Data Team or emailing cisdata@swindon.ac.uk to request a refund up to 14 days ahead of the course start date or within 14 days of your acceptance of the place if that is later.

If you are enrolled with Oxford Brookes University you will be subject to their [Fees and Funding Policy](#).

If you decide to withdraw following the completion of your enrolment you may do so at any time but your withdrawal must:

- be made in writing to the College
- include a reason for withdrawing
- provide details of whether or not the withdrawal is permanent or temporary

Any withdrawal of study by you the student should be notified to the College immediately. Payments to the College for tuition fees, and any maintenance loan due will be paid according to your schedule of payment. It is your responsibility to ensure the College is notified of the withdrawal, or you will be liable to repay any subsequent payments made by Student Finance England following your withdrawal.

If you withdraw and you have completed assessments during the year and achieve some credit or an exit award this will be considered by the relevant assessment board (or equivalent) at the end of the academic year. You will be notified of the outcome but may not be eligible to attend graduation.

The College may terminate the contract, at any time and with immediate effect by informing you in writing if you are in material breach of these Terms or any of the policies referred to and the College will not be liable to you for any loss suffered as a result of such termination.

Nothing in these terms will exclude or limit the College's liability for death or personal injury caused by the College's own negligence. In all other cases, the College's liability to you for all other loss or damage suffered by you shall be limited to 100% of the total sum paid by you to the College while enrolled on your course, whether your claim is brought under these Terms or otherwise.

F – Suspension of Studies

If you apply for Suspension of study, you will be temporarily withdrawn from the course and teaching shall be withheld until you return to carry on your studies, thus freezing any costs/student loans, to protect the student whilst not in study. When you return to study, which could be in another academic year, you will be enrolled and applicable tuition fees shall be charged.

On returning to study following suspension you will be liable to pay the fees applicable to that year of study. You should be aware that this tuition fee may have increased from the original tuition fee amount. It remains at the discretion of the College to decide that the original tuition fees charged would apply, where your suspension was as a result of personal or medical circumstances beyond their control.

G – Student Conduct

You are expected to conduct yourself appropriately whilst studying at the college and abide by the following policies:

[Student Code of Conduct](#)

[Acceptable Use Policy](#)

H - Complaints

You have the right to complain about any aspect of your experience as a higher education student at the College at any time. Initially you should try and resolve the complaint informally by talking to your course tutor however if you do wish to lodge a complaint you need to be aware of the Complaints policy which is available [here](#)

If further to your complaint we have provided you with a "Completions of Procedures" letter and you are still unhappy with the outcome you may be able to refer it to the Office of the Independent Adjudicator. Please view this link to their website for further information:

<http://www.oiahe.org.uk/>

If you have made a complaint to the College in respect of the delivery of the course or otherwise, this will not permit you to suspend payments due to the College pending the outcome of the complaint, you will still be liable for the College's fees until the point at which your complaint has been considered and the outcome concluded.

I – Academic Appeals

You can only appeal your marks/grades once they have been confirmed by the College's assessment board (or equivalent) at the end of a semester or academic year. If you are affiliated to a University partner you must always use their academic appeals policy from the outset. If you are on a

HND/HNC course you must use the College's Appeals procedures. Please note time limits apply to your ability to make an appeal so you should refer closely to the following policies:

[Oxford Brookes University](#)

[Gloucestershire University](#)

[Swindon College](#)

If you need any help locating any of these policies please ask your tutor or the HE Office to assist you.

J – Change to the content and/or structure of your course

The college will endeavour to ensure that the content of the website and prospectus is materially correct and accurate however there will be occasions where the course content or structure may vary from that which was originally advertised as a result of changes in the commissioning or accrediting body, approval with a University partner, revalidation of a course or other operational variations that impact and result in the College having to make reasonable adjustments to the course. These changes are outside of the control of the College and the College will not be liable for any loss suffered as a result of such changes. The impact of such changes will be minimised, wherever possible, however where the changes result in a significant and material change to the content and delivery of the course, you will have the option and right to either transfer to an alternative course (if appropriate) or to cease studying on that course without penalty. Any fees paid up to the date of the change in the course will be retained by the College as payment of the services rendered.

Major changes will be managed via an approval procedure both internally and with the partner university/awarding organisation. If there are changes the College will notify you of the changes as soon as is reasonably possible.

In the event that there is an insufficient number of students applying to your course, or a module of your course, to make running the course or the relevant module insufficient to provide a suitable student experience and / or financially viable the College reserves the right to cancel the course or the relevant module.

K – Unforeseen circumstances

The College will not be liable to you for any loss suffered as a result of events that happen outside of our control. These events include industrial action, staff illness, terrorist attacks, political unrest, or changes by the accrediting body. In such circumstances we reserve the right to change or cancel parts of your course.

L – Data Protection

The College will hold and process your data for its own administrative purposes in accordance with its Data Protection Policy which can be accessed [here](#). You must ensure you inform the College of any changes to your personal information throughout your time at the College.

The College will predominantly communicate with you via your College email address and/or SC Connect. Your University partner (if applicable) will also do this via their email system. Please ensure you check these regularly, the College cannot be held responsible for any loss arising as a result of your failure to do so.

M – Governing Law

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with the law of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).