



**Brooksby Melton College Higher Education Student Terms and Conditions
For New and Continuing Students
Covering the period 1 August 2019 to 31 July 2020**



IMPACT ASSESSMENT:

This policy has been considered for impact upon age, disability, family responsibility, marital status, race, colour, ethnicity, nationality, religion or belief, gender and sexual orientation.

DATE FOR REVIEW:

Reviewed by SMT 26th April 2019
Next review March 2020

RESPONSIBILITY:

Head of Faculty (HE)

BROOKSBY MELTON COLLEGE – STUDENT TERMS AND CONDITIONS 2019/20

Information for HE applicants and enrolling students - University of East Anglia (UEA) courses 2019/20

This document outlines the key information for applicants who have accepted an offer for one of our University of East Anglia (UEA) Higher Education (HE) courses delivered here on site at Brooksby Melton College (BMC) as part of our partnership arrangements with UEA. This document outlines the relationship between the two institutions, BMC and UEA and the implications for students joining a course delivered through this partnership. As a student at BMC, you will have frequent day-to-day contact with College staff, but you may also come into occasional contact with UEA staff through our student forums, validations and ceremonies. The University also retains key responsibilities such as chairing Exam Boards, overseeing quality assurance and enhancement procedures and the final award of your qualification.

The College delivers the following courses in partnership with the University of East Anglia:

- Animal Management (Science and Welfare) - 2 year Full Time Foundation Degree
- Equine Performance Science – 2 year Full Time Foundation Degree
- Sports Science - 2 year Full Time Foundation Degree
- Performing Arts – 3 year Full Time Undergraduate BA (Hons) Degree
- Digital Film Production – 3 Year Full Time Undergraduate BA (Hons) Degree
- Animal Management (Science and Welfare) - 1 year Full Time Top-Up Undergraduate BSc (Hons) Degree
- Equine Performance Science – 1 year Full Time Top-Up Undergraduate BSc (Hons) Degree
- Sports Science - 1 year Full Time Top-Up Undergraduate BSc (Hons) Degree
- Performing Arts – 1 year Full Time Top-Up Undergraduate BA (Hons) Degree
- Digital Film Production – 1 year Full Time Top-Up Undergraduate BA (Hons) Degree

Accepting a place on a course has immediate cost implications and creates financial commitments. It is important that all new students understand:

- the implications of accepting a place on a course
- the University of East Anglia (UEA) and the College's (BMC) obligations to you
- your obligations to the College (BMC) and University of East Anglia (UEA)
- key terms and conditions
- how to cancel your place on a course

The terms and conditions also set out pre-contract information that a member of the public considering making an application may wish to consult.

If you have any questions about the terms and conditions set out below, you are welcome to contact the College. Admissions: Email: admissions@brooksbymelton.ac.uk Tel. 01664 850850

1. Confirmation of your place

This is when you accept an offer made by the College to join a course.

- 1.1. Applicants who have applied via UCAS or have applied direct (non UCAS) to the College, upon receipt of your acceptance, your place will be confirmed automatically.

- 1.2 Applicants that have accepted a place will need to enrol at the College as directed. Until an applicant has enrolled they are not liable for any tuition fee or admin fees related to their chosen course.
- 1.3 Applicants not wanting to enrol having accepted a place, must inform the College via the method in which they accepted their offer. This may be via UCAS or letter/email from the College and done so before the enrolment date.

2. Deferral

This is when an applicant requests to delay the start date of their course.

- 2.1 You may request to defer course entry for one academic year. The request should be made to the College Admissions team in writing. Please note that changes may be made to the course for subsequent years of entry. Course information and details of any significant course or fee changes will be detailed in the course description on the college website.

If you have decided to defer, the College's Admissions team will then change your acceptance. Applicants should contact HE Admissions on admissions@brooksbymelton.ac.uk

- 2.2 If you do not take up your deferred place after one academic year but wish to apply for the course again after this period of deferral has lapsed, you will then need to apply as a new applicant

3. Enrolment on your chosen course

- 3.1 All new students that have accepted an offer must enrol at the College as directed by the Enrolment details sent out by the College.
- 3.2 All new students that have accepted an offer but fail to enrol with the College within 10 working days of the enrolment date, without notification to the College in advance, will have their offer withdrawn and will incur no admin or tuition fee liabilities
- 3.3 All new students starting a programme are entitled to cancel this contract, without reason, any time up to 14 days after first enrolling on their course of study and incur no admin or tuition fees liabilities. This does not apply for continuing students re-enrolling for subsequent years of study on the same programme. (A continuing student is one that is on a 2 or 3-year course and returns the following academic year. A continuing student is NOT a student that completes a 2-year programme and applies to a new course i.e. a Top-Up degree; in this case, you are classed as a new student)
- 3.4 To exercise this right to cancel a new student must:
 - a) Inform their course tutor formally by email or a letter and
 - b) Contact the College Admissions team by completing and submitting a signed and dated Withdrawal Form within 14 days from the date of his/her enrolment, or the date that they first attended classes, whichever is soonest.

The HE (Higher Education) withdrawal form is available on the College website and from HE leads. Applicants should contact HE Admissions on admissions@brooksbymelton.ac.uk

4. University and College policies and academic regulations

By reserving a place on your course, you accept and agree to be bound by and comply with:

- 4.1.1 All UEA and BMC policies published. These may be updated from time to time on our website and in particular policies pertaining to tuition fees, health and safety, safeguarding access and participation, data protection, and Students with additional learning needs.
- 4.1.2 All rules concerning academic regulation behaviour and participation set out on the College intranet and VLE.
- 4.1.3 Any learning contract applicable to your course, for example a work based learning agreement.
- 4.2. In some scenarios both College and University rules and regulations may be applied concurrently, (for example, a serious case of academic misconduct).
- 4.3. In scenarios where a serious breach of College policy occurs or where there is significant concern for the safety or wellbeing of a student or other individual, BMC College policies will be applied immediately and will in the short term take precedence over the University policy.

This applies in particular to: The College Disciplinary, E-Communications, Safeguarding and Child Protection, Intimidation, Bullying and Harassment and the Health and Safety policy.

5. Tuition fees and associated costs

- 5.1. Tuition fees for HE courses incorporate fees to cover the cost of tuition and awarding body fees.
- 5.2. Tuition fees are set and collected by Brooksby Melton College. Detailed guidance can be found on the College's website within the HE Fees Policy.
- 5.3. Tuition fees are published on the College website.
- 5.4. If an aspect of a course has to be reassessed, additional tuition fee charges may be levied.
- 5.5. There is no tuition fee remission available for Higher Education courses. You must make appropriate arrangements for the payment of fees. If there is no attempt to have payment arrangements in place, you may not be permitted to enrol.
- 5.6. Please note that if a source other than you is due to make any payment, or agrees to make any payment on your behalf, you remain liable personally for full payment until the College has received cleared funds.
- 5.7. Failure to pay or late payment may result in the cancellation of your place by the College and your registration at the College. If you are paying via a tuition fee loan, failure to cooperate with the College or Student Loans Company to address delays in payments may result in the cancellation of your place by the College and the revocation of your registration by the University. If payment for your tuition fees is not in place, or at least being processed by SFE, 6 weeks after enrolment the College will consider taking action to withdraw your registration unless payment arrangements are resolved and communicated.

- 5.8. If as part of your course college experience you are required and/or advised to purchase equipment, resources, attend events, workshops, trips or off site activities and there are costs associated to this, this will be outlined within the published programme specification, which can be located on the College website course page. Where it is not possible to formalise these costs before your course starts, reasonable notice will be given hereafter.

6. Definitions of UK/EU and International status

- 6.1. On receipt of your application, the College will carry out an assessment of your fee status. There are two categories of fee status, UK/EU and International. Assessments are based on the information and facts that you provide at the time of your application. Your status may be checked at enrolment.
- 6.2. If you are classed as an International Student and need to be sponsored under Tier-4 of the Home Office points-based system, please note that the College cannot act as a Tier 4 Sponsor for the HE provision currently on offer with the University. The College does not make offers to students who have indicated at the application stage that they require Tier 4 Sponsorship to enter the UK. If further checks of residency status at enrolment indicate that you require a Tier 4 Sponsorship to remain in the UK, the College will cancel your acceptance.

7. Course Transfer

A course transfer is a request to transfer an application to another course, mode of study and/or centre on the same terms.

- 7.1. Transfer is not available on all courses and there is no automatic right to transfer.
- 7.2. In instances where it is possible to transfer, tuition fee liability will be recalculated by the College.
- 7.3. Where a Course transfer is agreed part way through the programme, a transfer form must be completed

8. Withdrawal

- 8.1. Students have a right to withdraw from their course of study at any point. Students who withdraw are permanently terminating their contract and registration with the College and their contract with the College will cease at that point.
- 8.2. A student who has withdrawn will only be re-admitted to a programme through the normal application and admission procedures. The College retains the right to determine on an individual basis if a student would need to start at the beginning of any programme applied for along with any associated fees.
- 8.3. You may request to withdraw from your course of study at any time. It is your responsibility to follow withdrawal procedures to cancel your registration at the College. You must contact the College Admissions team in writing and request to withdraw your application by completing, signing and dating a College HE withdrawal form. HE leads can also provide a withdrawal form and support the process.
- 8.4. The date the College acknowledges receipt of a signed and dated Withdrawal Form will be deemed as the last date of attendance for finance purposes and calculation of tuition fees as per Table 2 in section 10.8 of the HE Fee Policy 2019-20.

Applicants should contact HE Admissions on admissions@brooksbymelton.ac.uk

- 8.5. Students may be entitled to a refund or reduction of fees paid in accordance with the terms outlined in Sections 9 and 10 of the HE Fees Policy.
- 8.6. Whilst the College will inform SFE (via the Student Loan Company) or other sponsor of students' withdrawal, all students are directly responsible for informing SFE and any other sponsor of any changes to their circumstances which may affect their entitlement to student support.
- 8.7. The University may revoke your award registration and the College your course enrolment if you are found to have breached the University or College policies.

9. Suspension of Study

In exceptional circumstances, students may wish to temporarily interrupt their studies. This is when a student suspends their studies and returns later.

- 9.1. Students do not have an automatic right to suspend their studies.
- 9.2. Suspension of study will only be granted by the College if you can demonstrate that you are experiencing difficulties, which are having a major impact on your ability to study because of e.g. personal, medical or financial reasons.
- 9.3. Any suspension of studies must be approved by the Head of Faculty (HE) following completion of the suspension of studies form which is available on the College website.
- 9.4. In the event of a suspension, and in line with our awarding body UEA's intercalation policy, a student may only extend their total period of study on one programme by up to two years beyond the standard length. For example, students would have to complete a two year foundation degree in four years, a three year full time degree within five years and a Top-Up Degree within three years of starting it).
- 9.5. If you do not resume studies by the agreed date, you will be withdrawn from the course.
- 9.6. Students who return to their course of study will be required to agree to any 'conditions of enrolment' for the year in which they return. This will include any necessary changes in fees and course offer, and form the basis of an amendment to their continuing contract with the College providing the course you are requesting to be suspended from is still available upon your return.

10. Fitness to Study

This is when the College has concerns over a student's wellbeing and needs to assess whether they are fit and able to continue their studies.

- 10.1 In some instances, the College may review whether a student requires additional support or needs to take a break from their course for personal or medical reasons in line with fitness to study guidance.

11. Changes to HE Courses

- 11.1. HE course content, assessment and teaching and learning methods may be reviewed and updated in line with College and Awarding Body course review and validation processes. The intention of this process is to continuously review and improve the courses on offer.
- 11.2. In the event of needing to offer alternative modules the college will always act to generate the most appropriate offer available in the circumstances and you will be informed of significant changes to a course in writing prior to the course start and as soon as is possible. Significant changes are categorised as:
 - 11.2.1. A change to the course title.
 - 11.2.2. A change to the Awarding Body.
 - 11.2.3. A change, which alters professional recognition or the accumulation of exemptions from professional examinations.
 - 11.2.4. A change to mode of study, duration, guided learning hours.
 - 11.2.5. The removal or replacement of core modules.
 - 11.2.6. A change which means that programme specification details about the teaching and learning methods utilised or assessment methods utilised shifts by 15% or more.
 - 11.2.7. Once you have commenced your studies, your cohort will be consulted at least twice a year through semester course monitoring processes about any proposed changes to your course that may take place whilst you are studying.
- 11.3. The College reserves the right to close a course of study prior to the start date. This will typically occur as a result of poor recruitment which means a cohort is unviable. In these instances, the College will:
 - 11.3.1. Inform you of the change as soon as possible.
 - 11.3.2. Offer an alternative course of study where possible and as closely matched to your original choice as possible.
 - 11.3.3. Offer advice and guidance to support you to find an alternative course of study at another institution.

12. Cancellation by the College

This section outlines circumstances where the College may cancel an accepted place.

- 12.1. Cancellation prior to enrolment you may not be permitted to enrol on a course of study if:
 - 12.1.1. You do not meet the conditions of a conditional offer.
 - 12.1.2. You fail to provide proof of previous qualifications, required health checks or diagnostic assessments or appropriate references declared on your application.
 - 12.1.3. If a DBS check is required for entry on to the course or module, you fail to submit an application within the specified time frame.
 - 12.1.4. If serious criminal offences are declared which will have a fundamental impact on your ability to complete some or all elements of the course (for example placements in Schools, Colleges or Early Years Providers).
 - 12.1.5. If information provided at the application stage which is used to make a decision about an offer is inaccurate or false.

- 12.1.6. You fail to provide personal identification or evidence of residency status/nationality/leave to remain in the UK when requested.
- 12.1.7. You fail to provide evidence that arrangements to pay tuition fees have been made (Sponsored students/students paying via tuition fee loan).
- 12.1.8. You refuse to agree to the learning agreement or any associated terms and conditions at enrolment.
- 12.1.9. You do not attend enrolment during the specified period set out in joining instructions and do not make alternative arrangements to attend.
- 12.1.10. If there are not enough students confirmed on a particular course.
- 12.1.11. You fail to provide evidence of Tuition Fee payment method for your course at enrolment.

13. Cancellation after enrolment

Your registration may be cancelled once you have enrolled if:

- 13.1.1. You fail to complete the Brooksby Melton College registration process by the specified deadline.
- 13.1.2. You do not attend or participate in learning, in line with minimum requirements (min 80% attendance) set out by Brooksby Melton College without mitigating circumstances.
- 13.1.3. You do not engage in assessment or do not make expected academic progress without mitigating circumstances.
- 13.1.4. If you are required to engage in a placement or work based learning as part of your course and you do not make expected progress/complete the required hours without mitigating circumstances.
- 13.1.5. If you are found to have committed gross misconduct, academic malpractice or found guilty of a serious criminal offence.
- 13.1.6. If you, your sponsor or the Student Loan Company fail to pay tuition fees for the first instalment period within 6 weeks of enrolment.
- 13.1.7. If it is discovered that you have given false or inaccurate information at the application or enrolment stage.