

## **Important and surprising terms and conditions**

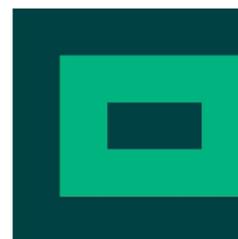
All of the terms and conditions below are relevant to your studies with Easton & Otley College. However, we have pulled out below some specific important and/or surprising terms and conditions for your information:

1. The College allocates a fees status to students in accordance with term 5.1.7 below. You should note that in accordance with the provisions outlined in this clause fees status is retained for the duration of your course 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. The maximum increase will be 4% or if the course is regulated by the UK government the % increase of the UK Government regulated Home fee. Fees for new students are published annually.
3. In the event that you withdraw from your course or take a break from your studies your tuition fee liability is outlined [here](#).
4. Students who require a visa to study and/or remain in the UK are particularly reminded of the importance of complying with the terms of their visa. There are specific terms and conditions below that refer to your obligations to the College. These are detailed in Section 3 and Section 7 below.

### **1. Introduction**

- 1.1. These terms and conditions set out the relationship between you and Easton & Otley College (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 that the information that we present to you is correct and up to date and will not omit important information that could affect your decision to choose to study at the College. We will do all we reasonably can to deliver programmes and other services in accordance with the descriptions provided. 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. You can find the college’s policies, procedures and regulations [here](#).
- 1.4. If there are any aspects of these terms and conditions (including the regulations and other documents referred to at paragraph 2 below) that you do not understand we encourage you to contact the College for clarification. The Admissions Service will support you with any queries in the first instance, and can be reached at [admissions@eastonotley.ac.uk](mailto:admissions@eastonotley.ac.uk) or 0800 022 4556.
- 1.5. When you become a student at the College you join our academic community. You are expected to be respectful and courteous towards other students, members of staff of the College, the wider local community and to abide by College regulations. The College regulations are General Regulations (“General Regulations”) which apply to all students ([Please see here](#)) and Awards Regulations (“Awards Regulations”)

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which are specific to the Award for which you are studying ([Located here](#)) (together referred to as “Regulations”. You should expect other students, members of staff of the College to abide by College regulations and be respectful and courteous towards you. The potential consequences of failing to comply with College regulations are explained in the regulations themselves but where there has been a significant disciplinary breach ([Please see here](#)) it can include permanent exclusion from the College.

- 1.6. In addition to the terms of this contract, the College has various legal duties which affect how it operates including, for example:
  - 1.6.1. Duties under the Equality Act 2010, including the duty to have due regard to the need to advance equality of opportunity and to eliminate discrimination, harassment, victimisation and other conduct prohibited under the Equality Act.
  - 1.6.2. 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.
  - 1.6.3. Duties under the Counter Terrorism and Security Act 2015.
  - 1.6.4. Duties under the Data Protection Act 1998 and successor legislation

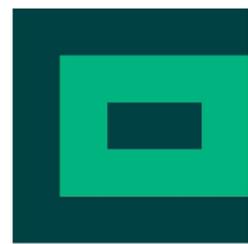
These duties can be subject to change if the law changes.

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

2.1. To keep these terms and conditions as accurate 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 regulations [see 1.5 above] when you complete registration for your course. In particular we refer you to:

- 2.1.1. The student handbook for taught programmes, which is intended to provide students on taught programmes with a central reference point for College-wide regulations, processes and guidance to help and support them through their studies.
- 2.1.2. The College’s policies and procedures much of the detailed framework and regulations including:
  - a) The College’s General Regulations for Students (see paragraph 2.1.3 below);
  - b) The College’s Award Regulations which set out the rules governing the assessment, progression and award of different types of degree award and other qualifications.
  - c) The College’s Disciplinary Procedures, which cover both academic and non-academic disciplinary matters. They set out the procedures the College will use if College regulations or policies have been breached by a student, and the procedures for appealing disciplinary decisions, including to the Office of the Independent Adjudicator for Higher Education.
  - d) The College’s complaints and appeals procedures, which outline the procedures students may use if they wish to make a complaint or lodge an appeal concerning a decision by the College. The procedures explain which route to use depending on the nature of the complaint or decision being appealed, and the potential for lodging a complaint with the Office of the Independent Adjudicator for Higher Education.

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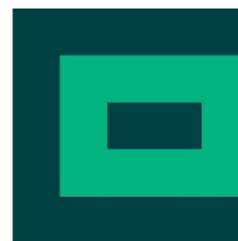
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- i. Non-academic complaints procedure: [Please click here](#)
  - ii. Academic appeals and complaints procedure: [Please click here](#)
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- e) Regulations regarding the ownership, protection and exploitation of intellectual property.
  - f) The College's codes of practice on equal opportunities for students, freedom of speech and students' unions;
  - g) The College's policy on plagiarism and collusion (which in appropriate cases may result in suspension or permanent expulsion from study at the College);
  - h) Information such as semester dates, contact information and information about the structure of the College and other bodies which contribute to the effective running of the College;
  - i) Regulations on admissions requirements;
  - j) The College's policy for awarding credits for prior learning;
  - k) The College's Fee Policy which for example set out the fees payable during a year abroad or placement, or if a student withdraws or takes a break from their course, registers late or changes modules;
  - l) Rules concerning use of library facilities;
  - m) Conditions, policy and guidelines concerning the use of IT and network facilities. These include conditions concerning posting items for example on social media, websites and discussion forums, College monitoring of the use of its network and withdrawal of access and the conditions for connecting equipment to the College systems together with obligations to report computer misuse to the College;
  - n) Regulations concerning the submission of work for assessment including the penalties for late submission of work;
  - o) The College's policy on moderation and double marking, including the circumstances in which a student may request a remark, lodge a complaint about marking or submit an academic appeal;
  - p) Regulations concerning the procedures the College uses to consider extenuating circumstances including students' obligations to report such circumstances in accordance with those regulations.
  - q) Information about the availability of bursaries and scholarships,

2.1.3. The College's General Regulations ([Please click here](#)). A breach of these regulations may result in disciplinary action (see paragraph 2.1.2 (d)). These regulations include obligations on students:

- a) To comply with the College's statutes, student charter, regulations, codes of practice, rules and procedures.
- b) To provide accurate information to the College when requested.
- c) To inform the College of certain matters if you are alleged to have been involved in criminal activity.
- d) In respect of registration as a student and the interruption of studies (see also paragraph [5] below).
- e) To be registered with a medical practitioner, and in specified cases to undertake health screening and inform the College of Notifiable Infectious Illness.
- f) In relation to your health and fitness to study (subject to the College's duties under the Equality Act 2010).
- g) To pay any applicable fees and charges, including late payment fees.
- h) To notify changes of address and abide by conditions in respect of accommodation.
- i) To be in a position to respond to notices or communications from the College within 48

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- hours.
- j) In relation to your conduct and behaviour, for example towards other students, staff and visitors to the College, as well as in relation to professional placements.
  - k) In relation to your engagement with studies, academic progress and attendance at lectures and other classes, including attendance requirements applicable to students who require visas to study in the UK. The regulations include provision to exclude or expel a student whose attendance and engagement is deemed unsatisfactory, or who fails to make satisfactory progress.
  - l) In respect of the prohibitions on misconduct such as plagiarism, collusion, fraud and other improper or unethical conduct.
  - m) In relation to the conduct of College assessments and the prohibition on cheating.
  - n) In relation to occasions when a student is unable to carry out College work or examinations on certain days for religious reasons.
  - o) In relation to the use of College property.
  - p) To comply with current data protection law, for example by not creating files of personal data relating to living identifiable individuals without appropriate authorisation from the College.
  - q) In relation to car parking and the use of motor vehicles on College premises.

The regulations also set out responsibilities of the College and procedures that it will follow in the above circumstances.

2.1.4. Terms applicable to students who require immigration permission (i.e. a visa) to enable them to study with the College (see paragraph 3 below).

2.2. During this agreement the College may make changes to its regulations, codes of practice and policies (including introducing new regulations, codes and policies) from time to time. These changes may be made to improve the clarity or effectiveness of the regulations, codes and policies, to assist the effective operation of the College, or may be required in order to comply with legislation, or in response to recommendations from regulatory bodies. You agree to abide by any such changes to these regulations, codes and policies if such changes are made during this agreement.

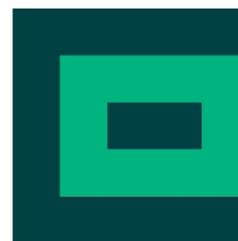
### 3. International Students

- 3.1. If you require a visa to study in the UK it is your responsibility to ensure that you have the correct visa permission and that you comply with all of the terms of your visa.
- 3.2. 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.
- 3.3. All International Students on a visa sponsored by the College are required to inform us of any changes in contact details, attend all teaching sessions and inform the College immediately if you are unable to attend a session and provide evidence of any reasons for non-attendance. All International Students on a visa sponsored by the College are required to attend regular engagement checks.
- 3.4. International Students must comply with the terms of the visa and any other UK Visas and Immigration requirement, including the number of hours you are permitted to work as per your visa.

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

- 4.1. 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

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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 our [Complaints Policy](#).

- 4.2. An application must be made by the following way;
  - a) Undergraduate Full Time courses via UCAS Service
  - b) All other courses at Easton College via the College online Application Service

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

### 5.1. Offers and registration in your first year

5.1.1. An offer will be made by the College in one of the following ways.

- a) Undergraduate Full Time courses via UCAS Service
- b) All other courses at Easton College via direct correspondence

5.1.2. The offer will set out any academic and non-academic conditions you are required to meet before you can commence a course of study with us. If you do not meet the conditions, the College is not obliged to admit you as a student.

5.1.3. If you wish to accept an offer from the College, you should inform us of this by communicating your acceptance via the following methods.

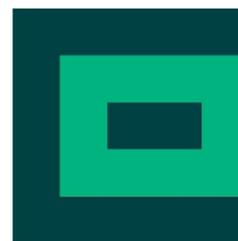
- a) Undergraduate Full Time courses via UCAS Service
- b) All other courses at Easton College via the College online Application Service

5.1.4. 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 in the General Regulations.

5.1.5. You must register at the designated session notified to you by the College or (with the written agreement of the College) and in any event no later than the second week of the Course unless by special arrangement. If you are offered a place after the commencement of the Course, you must enrol within 7 calendar days of the date of the offer. In certain circumstances, fees may be payable for late registration as explained in the Fees and Charges Regulations referred to above.

5.1.6. 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 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;

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## 5.1.7. *The appropriate fee*

Students registered at College are required to pay the fee appropriate to their programme of study and their fees status as either a 'Home', 'EU' or 'Overseas' Your offer letter and information at this site confirms the circumstances when fees may increase.

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

Fee status is determined in accordance with the Education (Student Fees, Awards and Support) (England) Regulations 2017 or the Student Fees (Qualifying Courses and Students) Regulations 2008 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 outline 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 Easton College within two weeks of the fees status questionnaire being returned. If the ILR Coordinator approves the questionnaire then the student will be charged the normal fee, if it is disapproved then an overseas fee will be applied. If you disagree with the College's decision on your fees status you have the right of appeal either to the ILR Coordinator or, if they have made the original decision, to the Director of Finance.

### ***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 outline above will also apply.

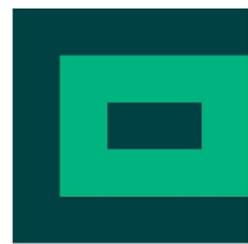
### ***Duration of fee status***

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. A student who has overseas fee status on date of enrolment but who, by reason of a change of circumstance, subsequently becomes eligible for Home fees status under the terms of the fee status legislation in force at the relevant time may apply to the ILR Coordinator for reassessment of their fee status. If the student is eligible to have fee status reassessed from overseas to Home/EU status during a programme of study, the reassessment will affect the appropriate fee from the start of the next academic year of the programme and not from the start of the programme of study.

5.1.8. 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

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- 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 Course. This may include, but is not limited to an inability to comply with the fitness to study requirements of the College as detailed in paragraph 2.1.3 above 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 your course or you are not fit to study. Students and prospective students with disabilities should contact [Student.Services@Eastonotley.ac.uk](mailto:Student.Services@Eastonotley.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 and are set out in the regulations referred to at paragraph 2.1.3 above.
  - 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 before registration. Fees are due within 28 days of receipt of a fees invoice. The College provides a range of instalment plans in respect of payment of fees [Payments terms and conditions](#)

## 5.2. Registration in subsequent academic years

5.2.1. 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 to the College in respect of tuition fees and have not been suspended from the College (the disciplinary regulations referred to at paragraph 1.5 above explain the grounds on which a student may be suspended). 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@Eastonotley.ac.uk](mailto:Student.Services@Eastonotley.ac.uk) with any queries about the arrangements to study
- c) You have made satisfactory academic progress in accordance with the Award Regulations

5.2.2. Your right to re-enrol is subject to the Regulations (General).

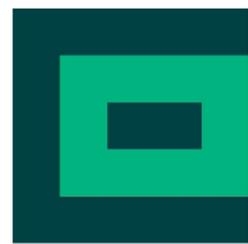
5.2.3. Your right to re-enrol, following an approved break in studies, is subject to the Terms and Conditions prevailing at the time of re-enrolment. The procedure for seeking an approved break in studies is set out [here](#).

5.2.4. In certain circumstances, fees may be payable for late registration as explained in the Fees Policy referred to above. If you do not re-enrol within 2 calendar months of your enrolment date and you have not applied to take time out of your studies, your registration may be terminated at the discretion of the Registrar and Director of Curriculum.

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 relevant appeal or complaints policy as detailed in paragraph 2.1.2 (e) above.

## 5.3. Disclosure of Criminal convictions

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5.3.1. You are required to adhere to the College's policy in respect of students' and potential students' past criminal convictions which can be found [here](#). 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 students' and potential students' past criminal convictions. 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>.

5.3.2. Some courses are exempt from the Rehabilitation of Offenders Act and those offered a place of 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 requires it but in some cases the College and/or the organisation with which it arranges placements 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.

The College at its absolute discretion, may withdraw an offer or terminate your registration at the College, for any failure to comply with paragraphs 5.3.1 or 5.3.2. 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 relevant appeal or complaints policy as detailed in paragraph 2.1.2 (e) above. Students also have obligations to inform the College of certain matters in relation to alleged criminal activity

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

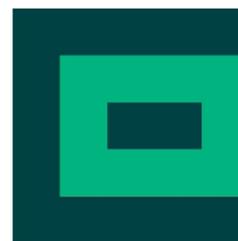
6.1 You may withdraw from the College. Further information regarding withdrawal fees may be found at [here under section 10.16](#). Any such withdrawal will take effect on receipt. This will bring an end to your course, and the College will have no further obligations to provide you with that course, assessment or the award of a degree or other qualification, or with access to the College's facilities.

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

7.1 The College may terminate your registration if

- 7.1.1. You do not pay your tuition fees in full when due. This will be 28 days from the invoice date or other date that may be advised to you as part of an instalment arrangement.
- 7.1.2. A decision is taken to require you to terminate your student status through a decision to permanently expel in accordance with our disciplinary procedures (see paragraph 1.5 above). Such disciplinary decisions may relate to breaches of College regulations and policies, including for example decisions relating to :
  - a) academic performance;
  - b) fitness to study and/or to practice;
  - c) engagement with your course (including attendance); or

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- d) where your behaviour represents a risk to the health, safety or welfare of yourself or others.
- e) other serious breaches of the General Regulations; or
- f) any breach of UKVI Immigration Regulations.

7.2. Where your enrolment has been terminated pursuant to paragraph [7.1] above, you are entitled to an adjustment to your fees in accordance with the fees policy.

7.3. On termination of your enrolment, you are required to return your student identification card, together with all property owned by the College, to student services. You must pay all outstanding fees immediately.

7.4. Termination of your enrolment will mean that the College will have no further obligations to provide you with a course, assessment or the award of a degree or other qualification, or with access to the College's facilities. 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 relevant appeal or complaints policy as detailed in paragraph 2.1.2 (d) above.

## 8. Changes to these terms and conditions

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

## 9. Changes to courses and discontinuing courses

9.1. The College will endeavour at all times to keep any changes to courses to a minimum and to keep you informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons.

9.2. If we are proposing to make changes to the course you are studying which are "substantial", we will invite your views on the proposed changes before we decide whether or not to proceed. 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.

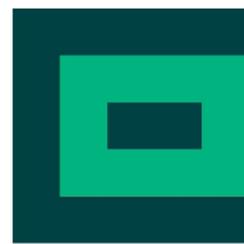
9.3. However we will only make "substantial" changes to your course in the circumstances set out below. Substantial changes are changes which involve:

- 9.3.1. A decision to close or discontinue a course;
- 9.3.2. A decision to discontinue or add a core or compulsory module;
- 9.3.3. A decision to make significant changes to the physical location where courses are taught;
- 9.3.4. A decision to make significant changes to the method by which a course is taught or assessed;
- 9.3.5. A decision to merge two or more courses or similar major restructuring of a degree programme

9.4. We might be obliged to make such changes for reasons outside our control, for example:

- 9.4.1. 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.
- 9.4.2. Where the government, funding council or other public body that provides funding changes

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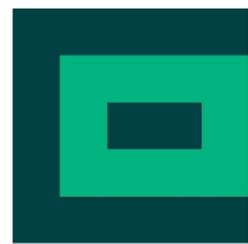
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the funding available to your course or the department providing your course in a way which makes the continuation of the course unviable.

- 9.5. If it becomes necessary for the reasons set out at paragraph 9.4 to make substantial changes at any stage before or during your studies, you will be informed by email.
- 9.6. 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 this prior to application. Information is available on the College's online course catalogue [located here](#).
- 9.7. If you are an applicant to a course you will be notified immediately of any substantial change likely to have a bearing on your application. If a Course is substantially varied from the Prospectus description for reasons other than circumstances beyond the College's control (see paragraph 9.4) 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 course the College will do all that it can reasonably do to provide a suitable replacement programme. You are entitled to withdraw from the programme and, in the case of applications through UCAS all necessary amendments will be made to enable you to make an additional choice of course. In the event of withdrawing an application from the College you may cancel the contract and withdraw without any liability for fees.
- 9.8. If your studies have commenced, you will be entitled to withdraw from your Course 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 procedures, to the Office of the Independent Adjudicator or through the courts.
- 9.9. Paragraphs 9.10 and 9.11 below make further provision in the exceptional event of a course being cancelled. Nothing in those paragraphs affects your rights as a consumer.
- 9.10. If exceptionally the College discontinues your Course, or combines it with others, the College will do all it reasonably can to make arrangements to allow you to complete the Course. Equally exceptionally, this may include making arrangements for you to complete the Course at a different institution. However this will not require the College to pay the different institution tuition fees that are substantially more than the Fees you have been charged or are due to be charged for the part of the course that has yet to be provided. If it proves impossible to make suitable arrangements to complete the Course then the College will proceed to consider replacement programmes in accordance with paragraph 9.11 below.
- 9.11. If a Course is cancelled or substantially varied from the Prospectus description for reasons other than circumstances beyond the College's control (see paragraph 9.4) the College will do all it reasonably can 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.
- 10. You bear the risk if Coursework, Assignments and Assessments are lost or damaged before submission**
- 10.1. You are strongly advised to keep your own electronic backups and hard copies of all course 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.

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10.2. 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 [here](#).

10.3. Submitted coursework is retained in accordance with the Internal Moderation & Double Marking policy [Located here](#).

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

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

11.2. In this paragraph Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, rights in designs, 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 all 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.

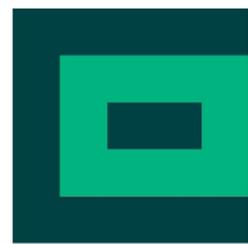
11.3. If you are studying an undergraduate degree, all rights, title and interest in or to any information and data, and any other Intellectual Property Rights whatsoever created by you in the course of your study at the College, other than where this arises in the course of sponsored or collaborative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

11.4. "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 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.

11.5. "Collaborative" work refers to work carried out by you in collaboration with others at the College 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 of 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.

## 12. Limitation of the College's Liability to you for failing to comply with its obligations under these terms

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- 12.1. This paragraph limits the legal liability of the College or its officers, employees or agents to you in certain circumstances;
- 12.2. Nothing in this agreement (including this paragraph) shall limit or in any way restrict any liability of the College
- 12.2.1. For death or personal injury caused by the College's negligence or the negligence of the College's officers, employees, agents or contractors;
  - 12.2.2. For fraud or fraudulent misrepresentation;
  - 12.2.3. For defective products under the Consumer Protection Act 1997;
  - 12.2.4. For unlawful discrimination, victimisation or harassment arising under the Equality Act 2010;
  - 12.2.5. 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.

- 12.3. 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 [12.4] below.

- 12.4. Subject to paragraph 12.2 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 course.

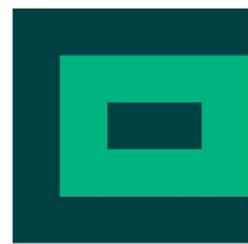
**12.5. No liability by either party for matters outside their control**

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 at third parties) staff illness, severe weather, fire, civil commotion, 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 systems.

## 13. Complaints

- 13.1. The College has complaints procedures for use by any student or prospective student who wishes to make a complaint about matters which are the responsibility of the College.
- 13.2. The College is committed to dealing with complaints promptly and fairly with an appropriate remedy, if upheld in accordance with the College's procedures.
- 13.3. In the case of prospective students, the complaints procedure is;  
[Located here.](#)
- 13.4. The College procedures for dealing with complaints by registered students are published on the College Intranet as follows;  
Non-academic complaints:  
[Located here](#)

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Academic appeals and complaints:

[Located here](#)

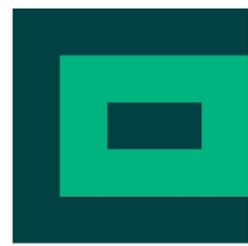
The College also has a Whistleblowing Policy [located here](#).

- 13.5. 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 the Admissions Service if you are an applicant, or your tutor, another member of the academic staff or other appropriate person, if you are a registered student.
- 13.6. 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.
- 13.7. If you are a registered student you may seek the advice of the Students' Union Advice Centre 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.

## 14. Other terms

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. Notices
- 14.4.1. Any notice given under these terms and conditions must be given by email or by post. Students are reminded of the provision in the General Regulations ([located here](#)) To be in a position to respond to any notice within 48 hours of it being made available to them.
  - 14.4.2. 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.
  - 14.4.3. Notice to the College should be sent by first class letter addressed to the Registrar, Easton & Otley College, Easton, Norwich, Norfolk, NR9 5DX or by such other means (for example email) or to such other address as may be notified to you.
  - 14.4.4. You must keep your contact details up to date on the College's student Information System "ProMonitor".
- 14.5. The College will need to process data relating to you, in accordance with the Data Protection Act 1998 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.

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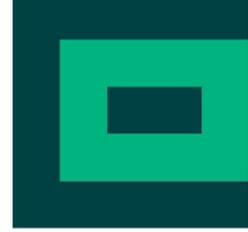


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- 14.5.1. Your attention is drawn to the College's Data Protection policy for Students available on the college's website.
  - 14.5.2. The Data Protection policy for Students explains the terms on which we will process your personal data, including when we might disclose certain types of personal data to third parties such as the Student Loans Company, Professional Bodies, College Medical Service, the Higher Education Funding Council for England and its agencies, law enforcement bodies, UK Visas and Immigration/the Home Office, plagiarism detection providers and others.
  - 14.5.3. Where it is necessary for the College to process your personal data in ways not included in the Data Protection policy for Students, we will inform you as required by current data protection law.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.

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## 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 Course (including appropriate infrastructure such as IT, library and teaching space facilities) with reasonable care and skill.

Make every effort to deliver your Course 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 Regulations (General) and the specific academic regulations applying to your course, the University of East Anglia then confers the award.

Make available formal College policies, including regulations, codes of practice and guidelines, within which your Course will be delivered.

Once you have registered as a student you shall:

Abide by the requirements of these terms, including in particular the regulations set out at paragraph 1.5 above including those that have been identified to you as surprising or important.

Make sure all tuition fees and other expenses relating to your Course are paid in time in accordance with the College's Fees Policy.

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 regulations or policies that apply to the use of such resources. These policies are referred to in the College general regulations [please see here](#)

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 mitigating circumstances).

Familiarise yourself with the academic conventions and requirements regarding plagiarism and other academic misconduct ([Located here](#)).