

# **The University Centre Colchester Student Contract for Undergraduate and Postgraduate Programmes**

## **2021/22**

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## **1 Introduction**

- 1.1 University Centre Colchester (UCC) is the brand name for the higher education provision at Colchester Institute (CI). The terms and conditions set out in this document define the contractual relationship between you and Colchester Institute. This relationship begins when you apply for a place at University Centre Colchester and accept the offer of a place, and continues for the whole period of your studies at University Centre Colchester.
- 1.2 University Centre Colchester will make every effort to ensure that the information presented to you is correct, and up to date, and will not omit important information that could affect your decision to study with us. 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 University Centre Colchester website, prospectus, open days, offer letters and handbooks.
- 1.3 You are required to read and review these terms and conditions **before** you accept an offer from University Centre Colchester. We have highlighted what current students and prospective students might consider to be the most important and surprising terms at the start of this document. Acceptance of a place of study constitutes acceptance of our terms and conditions.
- 1.4 If there are any aspects of these terms and conditions (including the regulations and other documents referred to in paragraph 2 below) that you do not understand we encourage you to contact UCC Academic Services for clarification. You can contact UCC Academic Services at [ucc.academicsservices@colchester.ac.uk](mailto:ucc.academicsservices@colchester.ac.uk) or by ringing (01206) 712152.

## **2 Documents, regulations and policies which form part of the terms and conditions**

- 2.1 When you become a student at University Centre Colchester you join our academic community. You are expected to be respectful and courteous towards other students, members of staff of University Centre Colchester and Colchester Institute, the wider community, the institution and to abide by our regulations, policies and procedures.
- 2.2 To keep the 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 University Centre Colchester. It is important that you have read and understood these policies prior to commencing your studies as when you complete your registration for your course you will be agreeing to abide by these regulations. In particular we refer you to:
- i. The **Academic Appeals and Complaints Procedure** (for your awarding organisation);
  - ii. The **Colchester Institute CCTV Policy**;

- iii. The **Colchester Institute ID and Site Access Policy**;
- iv. The **Colchester Institute IT Code of Practice**;
- v. The **Colchester Institute IT Usage Policy**;
- vi. The **Colchester Institute Learner e-safety Policy**;
- vii. The **Colchester Institute Learning Resources Learner Agreement**.
- viii. The **Colchester Institute Safeguarding Policy**;
- ix. The **Criminal Convictions Background Screening Policy: Students**;
- x. The **Dealing with Bullying and Harassment at College Policy and Procedures- For Students**;
- xi. The **Extenuating Circumstances Policy** (for your awarding organisation),
- xii. The **Pending Prosecution or Criminal Conviction Policy for Enrolled Students**;
- xiii. The **Rules of Assessment** of your programmes awarding organisation<sup>1</sup>;
- xiv. The **Student Handbook**, which is intended to provide students on taught programmes with a central reference point for non-academic University Centre Colchester-wide regulations, processes and guidance to help and support them through their studies.
- xv. The **UCC Academic Offences Policy** (which in appropriate cases may result in suspension or expulsion from study);
- xvi. The **UCC Assessment Procedures**, which outlines regulations concerning the submission of work for assessment, including the penalties for late submission;
- xvii. The **UCC Attendance, Engagement and Progress Policy**; which outlines institutional expectations of students' engagement and progress in year (which in appropriate cases may result in expulsion from study);
- xviii. The **UCC Compliments, Comments and Complaints Procedure**, which outlines the procedures students may use if they wish to make a complaint or lodge an appeal concerning a decision by University Centre Colchester;
- xix. The **UCC Disciplinary Policy**, which covers both academic and non-academic disciplinary matters. It sets out the procedures University Centre

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<sup>1</sup> By awarding organisation UCC refers to the institution that validates the programme you are enrolled on.

Colchester will use if regulations and/or policies have been breached by a student, and the procedures for appealing disciplinary decisions. Please note that, where appropriate, the policy sets out procedures for permanent expulsion and temporary exclusion;

- xx. The **UCC Exam Regulations and Procedures**, which details examinations procedures and available adjustments;
- xxi. The **UCC Fee Policy**, which outlines students fee liabilities, and fees payable if a student chooses to intermit or withdraw from their studies;
- xxii. The **UCC Fitness to Practise Policy**, which provides guidance relating to concerns over professional misconduct or unsuitability for qualifications with a professional element;
- xxiii. The **UCC Fitness to Study Policy**; which sets out the institution's expectations of students' ability to engage in academic study;
- xxiv. The **UCC Internal Verification and Marking Policies**, which includes the circumstances under which a student may request a remark of their work;
- xxv. The **UCC Reasonable Adjustment Framework**, which outlines the criteria on which reasonable adjustments are provided to students;
- xxvi. The **UCC Recruitment and Admissions Policy**, which outlines the procedures of recruitment, offer making and under which circumstances a student may appeal a decision;
- xxvii. The **UCC Student Charter**, which outlines the ethos of our academic community and the nature of the relationship between University Centre Colchester, students and staff;
- xxviii. The **UCC Student Declaration**, which sets out supplementary information to these terms and conditions;
- xxix. The **UCC Withdrawal, Intermision and Transfer Policy**, which outlines processes that allows for a student to intermit, change or withdraw from their studies;
- xxx. The **UCC Instalment Plan Terms and Conditions**, which sets out the terms and conditions if a student chooses to pay tuition fees by instalment;
- xxxi. The **HE Employer Instalment Plan Terms and Conditions**, which sets out the requirements if an employer is sponsoring a student and paying tuition fees by instalment.

2.3 All of the above policies can be found at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>

- 2.4 During this agreement University Centre Colchester and Colchester Institute may make changes to its regulations, codes of practice and policies from time to time, including introducing new regulations, codes and policies. These changes may be made to improve the clarity of effectiveness of the regulations, policies and procedures to assist the effective operation of the Institution, 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, policies and procedures if such changes are made during this agreement.

### 3 Application and Offer

In submitting an application to University Centre Colchester you must take reasonable care to ensure all the information you have given is true, complete and accurate. Your offer of a place and any subsequent invitation to register are made on the basis that the information supplied in your application papers is true and complete, and that you have the professional experience and/or hold the qualifications that you claim. The offer and subsequent registration may be deemed null and void if you are found at any time to have misrepresented any aspect of your circumstances.

- 3.1 An offer of a place is subject to all conditions of the offer being met **prior to enrolling on your course** of study. It is the responsibility of the applicant to prove that conditions have been met successfully. UCC reserves the right to withdraw the offer of a place if all conditions of your offer have not been met by the start date of the course.
- 3.2 Where an offer of a place includes attending a successful interview or audition at University Centre Colchester the conditions of the offer will not be met until this has taken place. University Centre Colchester will determine the definitive outcome of this condition.
- 3.3 If you wish to accept an offer from University Centre Colchester you should inform us through either the UCAS application service or the process outlined in your offer letter by any deadline provided (either by UCAS or University Centre Colchester).
- 3.4 If you accept your offer but wish to cancel your place prior to enrolment please email [uccadmissions@colchester.ac.uk](mailto:uccadmissions@colchester.ac.uk) detailing your reasons.
- 3.5 Once you have accepted your offer, and met any conditions set, you will be entitled to register for the academic year set out in the offer. **In accepting and registering on your course you will be entering into a legally binding contract with Colchester Institute.** You must comply with any conditions of registration set out in the offer, in these terms and conditions and the wider policies and procedures of University Centre Colchester and Colchester Institute (see section 2 for further details). Any student who is aged under 18 at the time of accepting an offer from, or registering with, Colchester Institute shall, by continuing to study at Colchester Institute or on after their eighteenth birthday, be deemed to have ratified the

application of these terms and conditions in respect of any period following the student's acceptance of the offer or registration with Colchester Institute.

3.6 You must register at the designated session notified to you by University Centre Colchester or (with the written agreement of University Centre Colchester) by the end of the second week of the course. If you are offered a place once the course has already commenced you must enrol within 7 calendar days of the date of offer. Tuition fees will not normally be reduced due to missed tuition as a result of late enrolment on a programme.

3.7 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 University Centre Colchester to defer your place to the next year, provided such request is in writing, but this shall be at the discretion of University Centre Colchester, taking account of all relevant circumstances including the institution's legitimate staffing, financial, regulatory and academic requirements.

**3.8 You may not be permitted to register for your programme if:**

- i. You fail or have failed to meet the academic and non-academic conditions of the offer made to you;
- ii. Between accepting and offer and registration there is a change in your circumstances which, in the reasonable opinion of University Centre Colchester, makes it inappropriate for you to study on your course. This may include, but is not limited to, an ability to comply with the Fitness to Study or Fitness to Practice requirements of University Centre Colchester, the obtaining of a criminal conviction since the point of application, and/or behaviour or actions which would be considered misconduct under the UCC Disciplinary Policy.
- iii. It is discovered that you have previously been excluded from your studies at Colchester Institute, any of our degree validating partners or any other education provider.
- iv. You do not pay your tuition or other academic related fees in full when they are due or make arrangements that are acceptable under the UCC Fee Policy.
- v. Your tuition fee status is changed and/or additional VISA requirements are identified that may result in your course no longer being available to you.
- vi. Your conduct is not compatible with any element of Colchester Institute's or University Centre Colchester's policies in relation to acceptable behaviour.

3.9 If you consider that the grounds on which it has been decided to refuse you permission to register were wrong you may lodge an appeal or complaint in accordance with the appeals procedures detailed in the UCC Recruitment and Admissions policy.

- 3.10 Once you have successfully registered in your first year, you are entitled to enrol for the subsequent academic year or session provided that:
- i. You do not have outstanding debt to Colchester Institute in respect of tuition fees and have not been suspended from study (the UCC Disciplinary Policy explains the grounds on which a student may be suspended). University Centre Colchester, at its discretion, may permit you to enrol despite the fact you owe Colchester Institute money but enrolment should not be considered proof that no money is owed or that any outstanding debt will not be collected;
  - ii. You remain fit to study, subject to Colchester Institute's duties under the Equality Act 2010. Students with disabilities should contact UCC Academic Services with any queries about the arrangements to study;
  - iii. You have made satisfactory academic progress in accordance with the awards' rules of assessment and the Progress and Conferment of Awards policy.
- 3.11 If you do not re-enrol within two weeks 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 Dean of Higher Education.
- 3.12 If you believe the grounds on which University Centre Colchester has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with relevant appeal or complaints policy as detailed in section 2.2.
- 3.13 If you have accepted your offer but wish to cancel your place prior to enrolment please email [uccadmissions@colchester.ac.uk](mailto:uccadmissions@colchester.ac.uk) detailing your reasons. This email must be received no later than five working days before the start of term.

#### **4 Criminal Convictions**

- 4.1 You are required to adhere to University Centre Colchester's policy in respect of students' and potential students' past criminal convictions, which can be found in the UCC Recruitment and Admissions Policy at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>
- 4.2 You are required to disclose all "unexpired" criminal convictions at the time of your application to University Centre Colchester at the time of your application, and to notify Colchester Institute immediately of any convictions that occur whilst you are registered as a student at University Centre Colchester in accordance with Colchester Institutes 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 Some courses are exempt from the Rehabilitation of Offenders Act 1974 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 disclosures are usually sought because the relevant professional body requires it or that Colchester Institute 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 it is subject to a satisfactory DBS disclosure.

- 4.4 If your offer of a place is dependent on provision of an enhanced Disclosure and Barring Service (DBS), please note that the offer will only be applicable once the check has been undertaken satisfactorily, and you have presented your certificate to UCC.
- 4.5 If your DBS certificate discloses any content of concern, your place on the course will be determined by a Colchester Institute Review Panel. This review may result on your removal from the programme.
- 4.6 Colchester Institute at its absolute discretion may withdraw an offer or terminate your registration with University Centre Colchester, for any failure to comply with paragraphs 4.1 – 4.5. If you consider that the grounds on which Colchester Institute has decided to refuse you permission to register were wrong you may lodge an appeal or complaint in accordance with the relevant appeals or complaints policy.
- 4.7 As set out above in paragraphs 4.1 to 4.3 all applicants will be asked to declare if they have any pending or criminal convictions or cautions when they register for their programme of study. All students are then required to inform UCC of any further pending prosecutions or convictions after registration and whilst on a course at UCC. All disclosures will be processed through Colchester Institute's Criminal Convictions policy.
- 4.8 Following the hearing of a review panel, UCC reserves the right to refuse entry to any potential student and to terminate the registration of any student with a criminal conviction if it considers that admitting or re-admitting the student may jeopardise the security, safety or reputation of UCC or its community, or where a professional body requirements related to course-specific regulations apply.

## **5 Disabilities**

- 5.1 For students who have a disability or a specific learning support need, University Centre Colchester will endeavour to offer support and make reasonable adjustments wherever possible. Further information on reasonable adjustments can be found in the UCC Code of Practice for Reasonable Adjustments.
- 5.2 The level of specialised support that UCC will be able to provide to students is governed by learners successfully applying to the Disabled Students Allowance (DSA) for additional support. It is the learner's responsibility to apply for and inform the college of the outcome of their application.
- 5.3 All applicants who have already disclosed a disability or learning support need are required to contact UCC Academic Services before they accept any offer of a place, in order to establish what support is available. Provision of support cannot be presumed and all adjustments should be confirmed in writing with UCC Academic Services prior to



acceptance of a place. Acceptance of an offer of a place is deemed to be indicative of an applicant agreeing that an appropriate level of support is in place and available.

- 5.4 Applicants who have not yet disclosed a disability or learning support need are encouraged to do so at the earliest opportunity. Applicants should be aware that if they choose not to disclose their disability, or to limit such disclosure, they may not be able to access the full range of support available.

## **6 Programme Discontinuation Prior to Commencing a Course**

- 6.1 The offer of a place on the course is subject to a viable minimum number of students being registered and UCC being able to administer the programme. The viable number of students varies from programme to programme. In the event that UCC discontinues or suspends a programme applicants will be informed at the earliest opportunity. Under such circumstances applicants will have the opportunity to withdraw their application. Colchester Institute will attempt to assist applicants affected in finding an alternative programme either at Colchester Institute or at another UK higher education institution.

## **7 Changes to Courses**

- 7.1 University Centre Colchester 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 academic, staffing, financial and regulatory reasons.
- 7.2 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.
- 7.3 However, we will only make “substantial” changes to your course in the circumstances set out below. Substantial changes are changes which involve:
- i. A decision to close or discontinue a course;
  - ii. A decision to discontinue or add a core or compulsory module;
  - iii. A decision to make significant changes to the physical location where courses are taught;
  - iv. A decision to make significant changes to the method by which a course is taught or assessed;
  - v. A decision to merge two or more courses or similar major restructuring of a degree programme.

- 7.4 We might be obliged to make such changes for reasons outside our control, for example:
- i. 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;
  - ii. Where the government, funding council or other public body that provides funding changes the funding available to your course or the department providing your course, making the continuation of the course unviable.
- 7.5 If it becomes necessary for the reasons set out at paragraph 7.4 to make substantial changes at any stage before or during your studies, you will be informed by email.
- 7.6 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 UCC website.
- 7.7 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 reason other than circumstances beyond the University Centre Colchester's control (see paragraph 7.4) we will explain what the reasons are and if you do not wish to accept the **substantial changes**, the University will do all that it can reasonably do to provide a suitable replacement programme. In the event of withdrawing an application from the University you may cancel the contract and withdraw without any liability for fees.
- 7.8 To **close or discontinue** your course the University Centre Colchester 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 University you may cancel the contract and withdraw without any liability for fees.
- 7.9 If your studies have commenced, you will be entitled to withdraw from your course by telling University Centre Colchester 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.
- 7.10 Paragraphs 7.11 and 7.12 below make further provision in the exceptional event of a course being cancelled. Nothing in those paragraphs affects your rights as a consumer.
- 7.11 If exceptionally University Centre Colchester discontinues your course, or combines it with others, we will do all we 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 University Centre Colchester 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 University Centre Colchester will proceed to consider replacement programmes in accordance with paragraph 7.12 below.

- 7.12 If a course is cancelled or substantially varied from the prospectus description for reasons other than circumstances beyond University Centre Colchester's control (see paragraph 7.4) we 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 University Centre Colchester shall make an appropriate refund of course fees.

## **8. Concerns/Complaints**

- 8.1 University Centre Colchester has complaints procedures for use by any student or prospective student who wishes to make a complaint about matters which are the responsibility of Colchester Institute.
- 8.2 Colchester Institute is committed to dealing with complaints promptly and fairly with an appropriate remedy, if upheld in accordance with University Centre Colchester's procedures.
- 8.3 The procedures for dealing with complaints are available at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>
- **Non Academic Complaints** should be processed via the UCC Concerns, Compliments and Complaints Procedure
  - **Academic Complaints** should be processed via the Academic Appeals Procedures
- 8.4 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) directly involved in an informal manner (if at all practicable).
- 8.5 If you remain dissatisfied following the process of informal resolution you may take up your complaint formally through the appropriate institutional complaints procedure.
- 8.6 The procedures also explain the circumstances in which you may complain to the Office of the Independent Adjudicator (OIA) for Higher Education, once all institutional processes have been completed.

## **9. Data Protection**

- 9.1 The application procedure, registration and your academic progress will provide UCC with a range of information about you which it will use to support you on your programme, and for the administration and management of Colchester Institute.
- 9.2 UCC will process your personal information in accordance with the Data Protection Act 2018 and its Data Protection Policy. Further information can be found in the UCC Privacy Statement which can be found at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>

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

- 10.1 You may withdraw from University Centre Colchester at any point. Further information is in the Withdrawal, Intermision and Transfer Policy which may be found at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/> any such withdrawal will take effect on receipt. This will bring an end to your course, and University Centre Colchester 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 University Centre Colchester facilities.

## **11 Grounds on which Colchester Institute may terminate your registration as a student**

- 11.1 Colchester Institute may terminate your registration if:
- 11.1.1 You fail to pay your tuition fees in accordance with UCC's Fee Policy which can be found at <https://www.colchester.ac.uk/ucc/ucc-policies-and-procedures/>;
- 11.1.2 A decision is taken to terminate your student status or permanently expel you in accordance with our disciplinary procedures. Such disciplinary decisions may relate to breaches of University Centre Colchester regulations and policies, including, but not limited to, decisions relating to:
- i. Academic performance; or
  - ii. Fitness to Study and/or Practice; or
  - iii. Engagement with your course (including attendance); or
  - iv. Where your behaviour represents a risk to the health, safety or welfare of yourself or others; or
  - v. Other serious breaches of policy or regulations; or
  - vi. Any breach of UKVI Immigration regulations; or

- vii. You are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your course; or
  - viii. You have failed to provide us with all relevant information, or have supplied false or misleading information, whether in your application or otherwise; or
  - ix. You materially breach these terms and conditions;
- 11.2 Where your enrolment has been terminated by UCC under the terms set out in 11.2.2, you are not entitled to a refund of fees. However, you may be entitled to an adjustment to pending fees in accordance with the University Centre Colchester Fees Policy.
- 11.4 On termination of your enrolment, you are required to return your student identification card, together with all property owned by University Centre Colchester, to UCC Academic Services. You are required to pay all outstanding fees immediately, or risk incurring additional charges.
- 11.5 Termination of your enrolment will mean that University Centre Colchester 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 University Centre Colchester facilities.

## **12 Visas and Immigration**

- 12.1 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.
- 12.2 International students who apply to study at Colchester Institute and hold, or will apply to enter the UK on a Tier 4 general student visa, or student visitor visa under the UK Home Office Tier 4 Points Based System, and have been given an 'Unconditional Offer' by UCC, will be required to pay full fees in advance to confirm their place on the course. They will also be required to provide evidence of their bank statements showing the minimum funds to meet the financial requirements for the Tier 4 general student visa before a Confirmation of Acceptance of Studies (CAS) certificate is issued.
- 12.3 Applicants requiring a VISA extension are required to make an appointment with a member of the International Admissions Team three months before their visa is due to expire. To make an appointment applicants should e-mail: [international@colchester.ac.uk](mailto:international@colchester.ac.uk).
- 12.4 All International students on a visa sponsored by Colchester Institute are required to inform us of any changes in contact details, attend all teaching sessions and inform Colchester Institute immediately if they are unable to attend a session and provide evidence of any reasons for non-attendance.

- 12.5 International students must comply with the terms of the visa and any other UK Visas and Immigration requirement, including disclosing the number of hours you are permitted to work as per your visa.
- 12.6 In cases of proven visa refusal – for example on production of a visa refusal letter from the UK Home Office – applicants can apply for a refund of tuition fees, except for fees paid for online courses. Other applications for refunds will be considered individually and will only be accepted in exceptional circumstances. All refunds must be requested within 1 month from the start date of the course. Any refunds requested after this time will not be accepted.
- 12.7 An administration charge of £250 will be retained to cover administration costs for all overseas fee paying students.
- 12.8 Refunds will be made directly to the bank account of the individual or organisation that made the initial tuition fee payment.
- 12.9 UCC cannot financially support any student or any dependants who have been assessed as overseas fee payers. It is the student's responsibility to make sure they have enough money to pay for their course and the maintenance for themselves and their family.

### **13 Fees and Payments**

- 13.1 It is your responsibility to make sure your tuition fees and all other expenses relating to your programme are paid in a timely manner. When you register you will be required to indicate how your tuition fees will be paid. If you are paying the tuition fee yourself, UCC will require either full payment or an application to make payment using the colleges' instalment scheme.
- 13.2 You are bound by UCC policies on the payment of tuition fees (set out within the UCC Fee Policy). If you do not pay your tuition fees in accordance with said policies, you may be withdrawn from your programme of study and/or UCC may take legal action to recover unpaid tuition fees.
- 13.3 Where a student is sponsored by their employer, the fees will be the responsibility of their sponsor. If Colchester Institute is unable to collect tuition fees, in line with the processes outlined in this policy, the student may have their place cancelled and be withdrawn from their programme of study. In the event that the employer fails to make any payment owing to Colchester Institute, the student will be liable for the payment of all course fees in respect of any course on which they are enrolled, irrespective of whether or not they complete the course or remain in the employment of the employer for the duration of the course.
- 13.4 Once registered, should you choose to withdraw or transfer from your course, you will be liable for any outstanding fees as per the UCC Fee Policy.
- 13.5 If you fail to pay other (non-tuition) fees or sums you owe to UCC, the institution may take action, including legal action, to recover those sums and may withhold any service for which you owe money (for example, failure to pay library fines may result in access to or the use of some or all of the library facilities being denied).

- 13.6 Unless stated otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation, examination resits, extensions to the designated period of study or travelling expenses and other miscellaneous expenses which may be related to your programme of study (for example, field trips). Students studying on the BA (Hons) Counselling Studies and Diploma of Higher Education Person Centred Counselling course will be subject to additional fees if they do not complete their counselling supervision practice hours within their designated period of study.
- 13.7 UCC reserves the right to charge different fees for its different courses, and on occasions, may offer a discount to groups that meet eligibility criteria at the discretion of UCC. The course fee referenced will be the fee prior to any discount being applied, and if a student is found to be ineligible for a discount, after it is applied, UCC reserves the right to seek reimbursement for the full course fees.
- 13.8 The tuition fees for your first year of study are listed in your offer letter. Fees for subsequent years may be subject to an annual rise in line with inflation. Colchester Institute will determine any rise in fees by using the Office for Budget Responsibility forecast for RPI-X (the retail price index, excluding mortgage interest payments). The RPI-X forecast for 2019-20 is 2.9 per cent.
- 13.9 All fees must be paid in full before completion of your award and/or qualification. Transcripts and certificates will not be issued if there are any outstanding debts, and you would not be able to attend graduation.

**14 Limitation to Colchester Institute Liability to you for failing to comply with its obligations under these terms.**

- 14.1 This paragraph limits the legal liability of Colchester Institute or officers, employees or agents to you in certain circumstances.
- 14.2 Nothing in this agreement (including this paragraph) shall limit or in any way restrict any liability of Colchester Institute
- i. For deaths or personal injury caused by Colchester Institutes' negligence or the negligence of Colchester Institutes officers, employees, agents or contractors;
  - ii. For fraud, or fraudulent representation;
  - iii. For defective products under the Consumer Protection Act 1997;
  - iv. For unlawful discrimination, victimisation or harassment under the Equality Act 2010;
  - v. Arising under the Protection from Harassment Act 1997.

- 14.3 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.
- 14.4 Nothing in this agreement shall exclude Colchester Institute's liability under s.57 of the Consumer Rights Act 2015. However the University's liability to you is restricted as explained in paragraph 14.5.
- 14.5 Subject to paragraph 14.2 Colchester Institute'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 Colchester Institute for your course.

**14.6 No liability for either party for matters outside their control**

Neither party will be liable to the other for any loss arising from 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 Colchester Institute 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.

**15 Other Terms**

- 15.1 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.
- 15.2 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.
- 15.3 Any officer, employee, or agent of Colchester Institute may enforce these terms and conditions on behalf of Colchester Institute. 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 Colchester Institute has no liability to students' and prospective students' parents, guardians or sponsors.
- 15.4 The agreement is between UCC and the student and only these two parties can enforce the agreement between them, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. The agreement between the student and UCC is governed by English Law and subject to the exclusive jurisdiction of the English Courts.
- 15.5 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 that 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.

15.6 These terms and conditions and the relationship between you and Colchester Institute 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.

15.7 Colchester Institute holds public liability insurance and employer's liability insurance which covers the institutions 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.

## **16 Notices**

16.1 Any notice given under these terms and conditions must be given by email or by post.

16.2 Colchester Institute 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.

16.3 Notice to Colchester Institute should be sent by first class letter addressed to the Principal and Chief Executive; Colchester Institute; Sheepen Road, Colchester, CO3 3LL or by such other means (for example email) or to such other address as may be notified to you.

16.4 You must keep your contact details up to date on the colleges EBS system.

## **17 Changes to Terms and Conditions**

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