

Terms and Conditions for Studying at Sunderland College

By enrolling each year, students agree to the Terms and Conditions specified in the Student Handbook issued at the time. These Terms and Conditions may be varied by Sunderland College ('the College') from time to time. Please contact the College for clarification if there is anything in these Terms that you do not understand.

Every effort has been made to ensure that the information is correct at the time of going to press. The College will use reasonable endeavours to deliver programmes and other services in accordance with the descriptions provided. The College, however, reserves the right to make variations to programme contents, entry requirements and methods of delivery, and to discontinue, merge or combine programmes, both before and after a student's admission to the College, if such action is reasonably considered necessary by the College.

Any offer of a place by the College is made on the basis that in accepting such an offer the student signifies their consent to the incorporation of this notice as a term of any such contract and also their agreement to comply with the College's regulations and procedures.

The College reserves the right to amend, withdraw an offer or terminate the contract between a student and the College where it comes to our attention that a student has taken or is taking, more than one academic qualification that meets our entry requirements, provides fraudulent or false information or has not disclosed information which would have affected the outcome of their offer.

The College may update and replace its regulations, policies and procedures from time to time in order to ensure that it operates efficiently for students, and meets relevant legal and regulatory obligations. Important changes to the regulations, policies and procedures will be notified to students by the College website

The College requires students, as a condition of enrolment, to make payment in each academic year of academic fees and any other additional charges relating to their programme. Additional charges may include but are not limited to payment for study materials provided by the College such as creative art materials, computer disks, and special paper or learning packs which are intended as cheaper alternatives to textbooks, and the cost of mandatory field trips included in the programme.

If a student has not paid the due academic fees and charges the College reserves the right to neither allow the student to register nor continue in their studies, nor award a degree or other certification and reserves the right to take action to recover outstanding monies. Further information is provided in the College Fees Policy.

In order to continue to provide high quality services to students, the College may make changes to the content or structure of courses, or to the location or method of teaching or types of assessment, or to the type of award. In the event of any such changes, or the discontinuation of any programme, the College will use reasonable endeavours to help affected students switch to a suitable alternative programme or alternative HE provider if they wish to do so.

The College is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("the Act"). These duties may apply, for example, in the case of:

- Students who are aged under 18; or
- Students who are "vulnerable adults"; or
- Students, such as medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

The College expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

The College may be required to check whether certain individuals are barred from undertaking activities regulated by the Act, and/or to undertake criminal record checks; and supply certain information about individuals to the Disclosure and Barring Service. The College's Safeguarding Scheme provides further information.

Students should be aware that a change in their circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect their continued compliance and in such cases should be notified both to the relevant professional body and to the College for clarification. It should be noted that criminal convictions may not necessarily be a bar to study, but should nevertheless be notified to the College.

International students are responsible for complying with the terms of their visa, and with Immigration legislation. International students may be required to provide evidence to the College that they are complying with these terms.

The contract between the student and the College is formed when the student accepts an offer of a place, although in order to commence their programme of study the student may need to satisfy certain conditions or admissions requirements, as notified to them during the admissions process.

A student has the right to cancel their contract with the College for any reason (including if they change your mind) during a fourteen (14) day cancellation period (the "Cancellation Period"), which will start on the day they accept an offer from the College.

To cancel a contract, students must clearly inform the College of their decision to cancel before the Cancellation Period has expired, by informing the College in writing by sending a letter to Higher Education Admissions, Sunderland College, Bede Campus, Durham Road, Sunderland SR3 4AH or email to admissions@educationpartnershipne.ac.uk

In addition to the statutory right to cancel, students have a right to withdraw from their course within 14 days after they enrol, however, depending on when they withdraw, they may be liable for a proportion of the fees. Where the College exercises its discretion not to charge a proportion of the fee, the College reserves the right to charge an administration fee for withdrawal during this period.

The College will use all reasonable endeavours to deliver the Course in accordance with the description applied to it course information for the academic year in which you begin your Course. However, the College will be entitled to make reasonable changes to the Course (including to the content and syllabus of the Course where developments in the subject area make that necessary or a relevant regulatory/accrediting body requires changes to be made, or to the location of the Course or the method of delivery of the Course) where that will enable the College to deliver a better quality of educational experience to students enrolled on the Course or in relation to specific modules, where they cease to have academic currency. Further information is provided in the Course Closure and Changes Policy

Nothing in these terms and conditions will limit or exclude the College's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment of the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by a student in respect of the Course.

The College will not be deemed to be in breach of these Terms and Conditions, or otherwise liable to its students in any manner whatsoever, for any failure or delay in its ability to provide the educational services due to an event beyond the reasonable control of the College. This includes but is not limited to: strikes, other industrial action, 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 disease, or failure of public utilities or transport systems.

The College's Data Protection Policy explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that. Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared). They should seek guidance from their tutor or supervisor where appropriate.

These Terms and Conditions are governed and are to be construed in accordance with English law. The English Courts will have exclusive jurisdiction to deal with any dispute which arises or may arise

out of or in connection with these Terms and Conditions, except that the College may bring proceedings for an injunction or enforcement of any order or judgment in any jurisdiction.