

# Hugh Baird College Terms & Conditions

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**Quality Assurance:** Consumer Protection Law (CPL) for Higher Education

Mapped to Quality Code Advice and Guidance Section: Admissions, Recruitment and Widening Access (Guiding Principle 1);

**Disseminated by:** HBC Website

**Note:** To be read in conjunction with:  
Student Protection Plan (HE)  
HE Tuition Fee Policy

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The following terms and conditions apply for all students of Hugh Baird College, with the sole exception of school-age learners who are subject to different legal requirements. The terms and conditions detailed below apply to all students who intend to study a new course at the College from September 2016 and remain valid until further notice.

## **The College Agrees:**

1. To administer a fair application and admission process.
2. To enter you for the appropriate examinations and assessments.
3. To provide programmes of study which lead to qualifications as described in official College publications.
4. To, wherever practical to do so, provide a flexible programme of study to allow you to alter your pattern of attendance.
5. To encourage you in any matter relating to your learning and your obligations under this agreement.

## **You hereby agree with the College:**

1. To adhere to the College's Student Code of Conduct
2. To comply with all reasonable requests or instructions from the College staff, such as those that relate to safeguarding, health and safety, upholding aspects of behaviour or supporting academic achievement.
3. To compensate the College for any loss of/or damage to the College's premises or property arising from wilful or reckless conduct on your part.
4. To pay promptly all programme fees and examination fees by agreed dates.
5. To provide promptly all possible information and assistance if asked to do so by the College in connection with your position as a student of the College.
6. To permit your employer to obtain reports from the College on your progress if you are undertaking a programme or study or tuition as a condition of employment.
7. To allow your parent/guardian to obtain reports from the College on your progress if you are aged 16-18 and your parent/guardian resides at the same address as yourself (unless you have specifically informed the College that you do not wish this to happen).

## Other Conditions

### 1. Course changes:

- a. The College reserves the right, in the interests of financial viability, operational necessity or to improve the quality of the learning experience to make reasonable alterations to courses – such as altering timetables, tutors or venues – provided such alterations shall not affect substantially the course content or qualification for which the student has enrolled. At all times the College shall communicate such changes to students (and employers, where relevant) as soon as such changes have been agreed.
- b. The College shall consider whether a course should run or not if there are 12 or fewer confirmed enrolments and the College shall consider whether further groups should be opened if there are 24 or more confirmed enrolments. The College shall confirm as soon possible that a course is running and usually this will be by the date at which the first formal lesson was due to take place. On occasion, the College reserves the right to postpone a course, aiming for it to commence later in the year.
- c. The College reserves the right to cancel, combine or reschedule courses and/or classes in the interest of efficiency if, in the opinion of the College, there are insufficient enrolments or attendees. In such cases, the College will make every attempt to offer suitable alternative provision.

### 2. Fees:

- a. All course fees will be subject to annual review and may be subject to change.
- b. Where a student or other sponsoring third party (such as an employer) is eligible to pay course fees, the College shall make clear in writing the timetable by which payments will be required. Should this schedule not be adhered to then the College reserves the right to both cancel the student's enrolment at any time and not to refund any fees already paid.
- c. The College reserves the right to review every year the amount of money or equipment paid to students in the form of a bursary or other such financial arrangement. Such awards would normally be issued on an annual basis and, in situations where a student may be eligible for an award for more than one year, the College reserves the right to alter the value of this support from one year to the next. In such situations, the College shall notify all students concerned of changes to financial awards as early as possible.
- d. For Higher Education:
  - i. All fees that Higher Education students will be expected to pay and financial awards can be found on the College's website.
- e. For other students who are eligible to pay fees (or who have their fees paid by a third party):
  - i. An additional enrolment administration fee of £30.00 will be charged. This fee is not refundable under any circumstances.
  - ii. All course fees contained in official College literature are assumed to be correct at the time of going to press. At times, course fees may alter between the time of publication and the start of the course. The course fee communicated in writing at the time of enrolment shall be the fee which is liable. Should the actual

course fee be more than the fee originally communicated then the student – or the employer, where relevant – has the right to cancel their course and a full refund will be provided by the College. Should a student – or the employer, where relevant – wish to continue their course at the higher fee then the student – or the employer, where relevant – will be liable for the additional amount owing. Should it transpire that the actual fee is less than the fee originally communicated then the student – or the employer, where relevant – will be refunded the difference.

- iii. The College shall make clear during the application and enrolment process any significant additional costs that the student is likely to be asked to pay during their course for aspects such as, for example, compulsory kit and equipment and contributions to residential trips. Such costs will not normally be expected to be paid at the time of enrolment and, whilst every effort would be made to ensure that they are as accurate as possible, the College reserves the right to amend such costs at a later date provided that such amendments are minor. Should an eligible student – or the employer, where relevant, having been informed of an additional cost at the start of their course, refuse to pay then the College reserves the right to refuse to provide the goods or service for which the money was requested and to withdraw the student from their programme of study.
- iv. Where a fee-paying student leaves a course part way through without completing, the student– or the employer, where relevant – will remain liable for the full fees in relation to the course.

### 3. Cancellation:

- a. Course cancellation is the decision not to run a course, i.e. a specific mode of a programme from a specific start date in a specific location, after it has been advertised as available to prospective students e.g. in the prospectus or on the College website.
- b. Hugh Baird College will ensure that, in the event of the cancellation of a course the College will inform applicants as soon as possible using phone calls and letters.
- c. In the event of a course cancellation, the HE Academic Leads supported by the Admissions Team, are responsible for ensuring that students are informed in timely manner.
- d. Courses may be cancelled when there are judged to be insufficient numbers for the course to be viable either on academic or efficiency grounds.
- e. Courses may be cancelled when insufficient resources are likely to be available to deliver the course and meet the College's quality standards and framework.
- f. The Admissions Co-ordinator must inform Finance staff of cancelled courses for the purpose of refund of tuition fees.
- g. Hugh Baird College will aim to minimise the inconvenience and cost to students of the course cancellation.
- h. Hugh Baird College will work to try to help students to find a suitable alternative course.
- i. The College (FE and HE) Course Cancellation Policy is published and fully accessible to potential students and parents/carers.

- j. In the event of a course being cancelled in the interest of efficiency or a student – or the employer, where relevant – declining a course rescheduled in the interest of efficiency, the College will refund in full all course fees within fifteen working days. In such cases the College liability shall be restricted to a refund of any course fees paid to the College by the student, their representative or their employer.
  - k. In the event of a course being cancelled for reasons outside of the control of the College, the College shall be under no obligation to provide a refund of fees paid. Should monies be refunded in such a situation, this would constitute a gesture of goodwill and be made without obligation or liability.
  - l. A student – or the employer, where relevant – has the right to cancel their enrolment within fourteen calendar days of the date stated on their enrolment form by informing the College in a letter addressed to Admissions Coordinator, Hugh Baird College, Balliol Road, Liverpool, L20 7EW. Any course fees already paid within this period of time will be refunded in full. Any fees paid to the College for examination entry, awarding body registrations or for kit and equipment that the student has already received will not be refunded.
4. Removal from programme due to non-attendance:
- a. If, during the academic year, a student has not attended at all for a period of three consecutive academic weeks and not kept a member of College staff informed as to the reasons why and/or not engaged with attempts of College staff to make contact then the College reserves the right to cancel the student's enrolment. At certain times of the year – such as the very start of term – the College may make this decision earlier than the three week period should a student with no or extremely low attendance not have kept a member of College staff informed as to the reasons why and/or not engaged with attempts of College staff to make contact.
  - b. If, during the academic year, a student has not attended, or has low comparative attendance for, one or more elements of their programme of study – such as their GCSE English class, for example – without a reason that, in the opinion of the College, is valid the College reserves the right to cancel the student's enrolment for their full programme of study. This decision will be made irrespective of levels of attendance on other aspects of their programme of study.
5. Removal from programme due to disciplinary sanction:
- a. Should a student's behaviour be such that it is required to be addressed through the College's Disciplinary Procedure, then, subject to the procedure having been followed, the College reserves the right to cancel or suspend the student's enrolment for their full programme of study should that be a recommendation arising from the disciplinary process.
6. Financial arrangements for educational visits
- Where arrangements are made by the University Centre for an educational trip to take place, and students qualify to take part in such a trip, the following terms and conditions shall apply:
- (i) Students shall only be permitted to participate in any educational trip when evidence of payment of tuition fees, in respect of their course, is in place;

- (ii) Payments in respect of an educational trip must be made, without exception, by the date(s) specified by the University Centre. Should a student fail to make payment by the date(s) specified, the student shall not be permitted to participate in the trip;
- (iii) Students shall understand that all payments in respect of an educational trip, including any deposits made, shall be non-refundable in the event that the student cancels their booking, or fails to make payment in full by the date(s) specified by the University Centre. This includes deposits, payments by instalment and any payments made in full;
- (iv) In the event that a student cancels their booking, having paid in full, the amount paid shall be non-refundable, unless the tour operator's terms and conditions permit a refund of any kind. In an instance where the University Centre facilitates a refund with the tour operator, the College shall apply an administrative charge of £50.
- (v) In the event that a student wishes to transfer their place to another qualifying learner, having paid in full, an administrative fee of £50 shall be payable to the College in advance of any such transfer, in addition to any administrative charge made by the tour operator.

## Miscellaneous

1. A student's programme of study shall automatically terminate at the end date specified for their course.
2. This agreement shall be subject to and governed by European Law.
3. The College shall not be liable to you for any failure to perform or delay in performance of its obligations to you caused by any circumstances beyond its control including, but not limited to: flood, storm or other natural events; war or civil disorder; destruction, breakdown or damage to any premises, plant or equipment; the introduction of or any amendment to, any law or regulation or any change in its interpretation or application by any authority; or any action taken by governmental or public authority or an agency of the European Community; any strike, lock out or other industrial action or any other event, whether similar or not to any of the above events.
4. The College shall not be liable to you for loss or damage to your person or property or otherwise unless due to the negligence or other failure of the College to perform its obligations under this agreement or under the general law.

### Privacy Statement:

- a. **Further Education:** How we use a student's personal information:
  - i. The personal information you provide is passed through to the Chief Executive of Skills Funding ("the Skills Funding Agency" and the Department of Business, Innovation and Skills (BIS). Where necessary, it is also shared with the Department for Education (DfE), including the Education Funding Agency (EFA).

- ii. The information is used for the exercise of functions of these government departments and to meet the statutory responsibilities, including under the Apprenticeship, Skills, Children and Learning Act 2009, and to create and maintain a unique learner number (ULN) and a personal learning record (PLR). The information you provide may be shared with other organisations for education, training, employment and well-being purposes, including for research.
  - iii. You may be contacted after you have completed your programme of learning to establish whether you have entered employment or gone onto further training.
  - iv. The College will offer all students during the enrolment process the opportunity to opt out of contact for other purposes.
  - v. Further information about the use of and access to your personal data, and details of organisations with whom we regularly share data are available at: [www.gov.uk/government/publications/sfa-privacy-notice](http://www.gov.uk/government/publications/sfa-privacy-notice)
- b. **Higher Education:** How we use a student's personal information:
- i. All of the personal information obtained from you and other sources in connection with your studies at the Hugh Baird University Centre will be held in secure conditions and will be used by the Hugh Baird University Centre during enrolment, during your course and after you leave the Hugh Baird University Centre for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of the Hugh Baird University Centre's codes of practice and procedures.
  - ii. In addition the information will be used by the Hugh Baird University Centre for research, the compilation of statistics and alumni administration. The Hugh Baird University Centre may also, for a variety of purposes including fraud prevention or detection, supply this information to outside organisations such as the Police, local authorities, the Department for Works and Pensions and its agencies, the Home Office, the Higher Education Funding Council for England (HEFCE), the Higher Education Statistics Agency (HESA), Skills Funding Agency (SFA), the Learning Records Service (LRS) to create and maintain a unique learner number (ULN) and a Personal Learning Record (PLR), examination boards and other educational establishments or awarding bodies.
  - iii. We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have.
  - iv. Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to the Hugh Baird University Centre.
  - v. For detailed information about the information we provide to HESA and how this information is handled, please see the privacy notice on the HESA website at: [www.hesa.ac.uk/collection-notices](http://www.hesa.ac.uk/collection-notices)



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