

## University Centre Terms and Conditions

The terms and conditions in this document are relevant to all New College Durham (NCD) foundation degrees, all Open University (OU) programmes delivered by NCD and all Pearson Higher National Certificate/Diplomas (HNC/Ds) delivered by NCD. This does not include Higher Apprenticeship programmes.

The terms and conditions contained in this document should be read in conjunction with the relevant NCD policies, procedures, academic regulations (including partner organisation and awarding body regulations).

Policies and procedures may be updated after the terms and conditions have been accepted. NCD will endeavour to implement changes at the start of the academic year where reasonably possible. NCD will communicate all relevant changes to students at the earliest opportunity.

The policies and procedures referred to in this document are not the only ones relevant to students who may be subject to other policies and procedures that are not mentioned here.

## The Contract

A legally binding contract is formed between NCD and the student when the student accepts the offer of a place on an HE programme.

- The student has a statutory right<sup>1</sup> to cancel their acceptance within 14 calendar days of accepting the offer without giving a reason and incurring any liability.
- New College Durham will accept a cancellation of acceptance at any point prior to the start date of the programme and no charges would be incurred.

## Changes to Programmes and Classes

In accordance with the [Student Protection Plan](#), NCD will inform students if there are to be material changes to their programme, this may be through Curriculum student meetings, the VLE, email, letter and/or Student Representatives. We will give students 14 calendar days' notice if we need to make significant material changes to their course.

## Student Obligations

By accepting a place on an HE programme, students agree to engage with their programme of study following the [Student Engagement in Learning Policy](#).

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<sup>1</sup> The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, s.30(2)

Students who do not engage with their programme may be withdrawn from their HE programme following the [HE Withdrawal Policy](#).

Students agree to submit work towards their qualification as outlined in the Programme Handbook and module guides. This may include, but is not limited to, written assignments, placements, and written, practical or online exams. When submitting this work, students agree to actively embrace the College's commitment to Academic Integrity and ensure that to the best of their endeavours, they take all measures to avoid any activity that could be deemed academic malpractice.

Students agree to enrol on the programme and provide all information required to process their enrolment at the earliest reasonable opportunity. If information provided is determined to be false or misleading a student may have their place cancelled or be withdrawn from their programme. If they have accrued credits or achieved awards these may be revoked in line with the relevant Academic Regulations.

Students wishing to request reasonable adjustments must engage with the [Learning Support Team](#) to establish a Reasonable Adjustments Plan and provide appropriate evidence to support their requirement.

Sponsored Students must meet UK Visa and Immigration (UKVI) engagement and attendance requirements as found in the [International Student Engagement and Attendance Procedure](#).

Sponsored Students whose engagement or attendance does not meet UKVI requirements may have their place cancelled or be withdrawn from their programme.

Students should also familiarise themselves with the academic regulations governing their programme and any policy regarding Suspension of Studies and Recognition of Prior Learning (RPL). Links to the academic regulations can be found on the [Higher Education Information](#) page on the NCD website.

## **Tuition Fees**

Students will be liable for tuition fees whether they are paid for by the Student Loan Company or self-funded.

Where a third party has agreed to pay the tuition fees (e.g., an employer) and the student has provided written confirmation from the third party to the College's Finance department, Finance will invoice the third party. However, the student remains liable for those fees and should the third party not make payments, the student will be required to make alternative payment arrangements within a reasonable timeframe which would not be longer than four weeks.

The [Tuition Fees Policy](#) will apply to all programmes where tuition fees are applicable. See also the [Refund Policy](#).

Students who require a suspension of studies should check the financial implications in relation to their tuition fees and any maintenance loans. The [Student Guide to Suspension of Studies](#) has further details and students can find general guidance on the government website <https://www.gov.uk/student-finance-if-you-suspend-or-leave>.

Higher Education programmes are subject to the [HE Fees Sanctions Policy](#) and students may be withdrawn if an up to date payment agreement is not in place.

## **Registration**

New College Durham will register students with the validating awarding body for the qualification associated with their HE programme, identified by the learning aim.

Registration for membership of professional bodies, and any associated costs incurred, that are not explicitly stated as being included in the HE programme are the responsibility of the student.

## **Personal Information**

NCD will collect, store and process personal information to create and maintain a student record, complying with Data Protection law and GDPR. Personal data may also be shared with relevant third parties where required for the maintenance of the student record, the award of qualifications, to provide facilities and services, and to meet statutory obligations. The [Privacy Notice](#) contains further details.

Students are responsible for informing NCD as soon as reasonably possible where their details or personal circumstances change, and where there are any inaccuracies in their details.

## **Placements**

Some programmes have a mandatory placement which must be completed to achieve the full qualification. The programme handbook and programme specification will detail whether this is a requirement.

## **Disclosure and Barring Service (DBS) Checks**

Some students on programmes where there is contact with children and/or vulnerable adults, may require a DBS check.

If the chosen programme of study is intended for entry into a particular workforce, the student is responsible for checking and advising the College whether any known convictions (spent or unspent) preclude them from any employment within that workforce at the time of enrolment (or before). Where convictions would preclude them from that workforce, they may be advised that the programme is not appropriate, and a suitable alternative may be offered. Where a student is handed a conviction or is subject to a relevant criminal investigation during their course of study, they are responsible for

informing their tutor at the earliest possible opportunity. Failure to do this would constitute gross misconduct.

## **Professional Barring**

The student should disclose to the College if they have been barred or sanctioned by a relevant professional body or if an investigation is ongoing.

## **Additional Requirements**

Where the organisation providing the placement has additional requirements, the student must ensure they are able to meet those requirements before accepting any offer of a place on a programme of study. This may include, but is not limited to, mandatory vaccinations for NHS placements. NCD will not be liable for changes in legislation which may affect placement requirements.

## **Complaints**

NCD's [Complaints Policy](#) and [Complaints Procedure](#) describe how complaints are handled. There is a [form](#) on the NCD website that can be submitted to initiate a formal complaint.

## **Exceptional Circumstances Beyond NCD's Control**

In exceptional circumstances beyond NCD's control, the delivery and availability of HE programmes may be affected. These events may include, but are not limited to, war, public health limitations (e.g., pandemics), industrial action, governmental action and legislative changes. Where this occurs, NCD will endeavour to provide alternative arrangements (e.g., remote learning) as far as reasonably able, and will return to normal practice as soon as practicable.

## **Further Details**

Further details of HE specific policies, procedures, regulations and information can be found at the [Higher Education Information](#) page on the NCD website. If you require these Terms and Conditions to be provided in an alternative format, please contact [foi@newdur.ac.uk](mailto:foi@newdur.ac.uk)