

## Student registration/enrolment conditions

### 1. Variation/cancellation of courses

The College reserves the right to make alterations to courses, tutors, fees or venues without prior notice provided such alterations shall not substantially affect the course content or qualification and such alterations shall, at best, only entitle the participant to reimbursement of course fees paid.

The College reserves the right to cancel or reschedule courses at their discretion if in the opinion of the College there are insufficient enrolments or attendees. In such cases the participant shall be offered transfer to an alternative course. If not appropriate/acceptable a full refund of course fees will be made within fifteen College working days of the cancellation or the student declining the course rescheduling. In such cases the College liability shall be restricted to a reimbursement of any fees paid to the College.

In the event of cancellation of courses or classes for a reason outside the control of the College, the College shall be under no obligation to provide any reimbursement. In the event of any reimbursement being made it shall be a gratuitous payment made without obligation or liability.

### 2. Attendance

If you cannot attend the first session of your course but wish to continue on the programme, you should inform the College immediately by writing to the Student Advice Centre. If you fail to do so we reserve the right to offer your place to an applicant on our waiting list.

### 3. Copyright

The copyright in all material provided by the City of Bath College shall (unless expressly stated or otherwise) remain vested in the College and may not be reproduced without the College's specific written consent.

The copyright in, and any work produced, by the student as part of the course, shall remain with the College and work may be retained at the discretion of the College for display or promotional activities.

### 4. Course content

The contents of the course are believed to be correct and to reflect the current state of the knowledge.

### 5. Liability and Insurance

The College shall not be liable for any loss or damage suffered by a student in connection with the provision of any course or service except in the case of death, personal injury or loss suffered as a result of the College's negligence.

The College shall not be liable to the student for any delay in performing, or any failure to perform, any of the College's obligations, if the delay or failure was due to any cause beyond the College's reasonable control.

The College does not insure students' personal belongings and students are responsible for making appropriate provision in respect of insurance arrangements to protect their property and person.

### 6. Contract

On signing the College's enrolment form the student enters into a legally binding contract with the City of Bath College. You have the right to cancel your enrolment at no cost within seven days of receipt of your application by the College. Such cancellation must be in writing to the Manager, Student Advice Centre, City of Bath College, Avon Street, Bath BA1 1UP. In the event of cancellation under this clause, reimbursement of any fees paid will be made in full within fifteen College working days of receipt of the cancellation request by the College.

### 7. Access to information

Information about College activities is generally available for public inspection on request. Details of documents available for inspection can be obtained from the Student Advice Centre, the Learning Centre or from the Director of Corporate Administration.

### 8. Data Protection Act 1998

The College collects and processes information about students to make admissions decisions, to provide education and training and for administrative, health, safety and welfare and security reasons.

Some of the data about you may, because of its nature, be classified as 'Sensitive Personal Data' within the meaning of the Data Protection Act 1998. Since we cannot operate the College effectively without processing this information we need you to sign the 'Student Data Processing' clause on the enrolment form. If you do not do so we will be unable to offer you a place on a course and may withdraw any offer already made.

If you require further information, please contact the Student Advice Centre in the Westgate Building.

**NOTE:** Nothing in these Terms and Conditions of Enrolment affects your statutory rights.

## Financial terms and conditions

### 1. Payment terms

Settlement is due on enrolment and may be in Sterling or Euros. Places will not be held without payment. Settlement in full or in part by agreement with the College will ensure that your name appears on the course register. Attendees at classes who have not completed an enrolment will be directed to the Duty Enrolment Officer to complete the necessary enrolment documentation and to pay any fees due.

### 2. Interest

The College reserves the right to charge interest at the current Bank of England base rate plus 2% per month if payment is not made by the due date of payment.

### 3. Payee

Cheques (with a cheque guarantee card) or postal orders should be made payable to 'City of Bath College' and crossed 'Account payee only'. On the back should be written (in block capitals) the name and address of the student, the course title and course code.

### 4. Fees

All prices in respect of course fees are correct at time of going to press. In exceptional circumstances fees may be increased between publication of this prospectus and the beginning of the Academic year. In the event of an increase, students will be notified accordingly. Students not wishing to pursue courses at the increased fee must notify the College in writing within fourteen days of receiving notice of the increase and the College shall reimburse all monies already paid.

### 5. Withdrawal from course

All fees agreed on enrolment will be due regardless of whether a student later withdraws voluntarily from the course.

### 6. Exam fee

A charge will be made for exam fees where a student fails to sit an exam which forms part of the Learning Agreement and for which the College has paid.

### 7. Reimbursement

Once enrolled, a student is liable for the fee identified in this agreement regardless of whether they subsequently decide to withdraw from the course. Reimbursement in whole or in part for fees paid will only be considered in truly exceptional cases, subject to clause 1 of the Student Registration/ Enrolment conditions. All applications for reimbursement should be made in writing to the Payments Officer. Appropriate supporting documentation must be attached (e.g. medical certificates).

The College reserves the right to make a deduction of £25 or 15% (which ever is the greater) from such reimbursements to represent the administration and other cost to the College occasioned by the student's withdrawal. If the College requires a student to leave for reasons of conduct, the student will remain liable for the whole amount agreed at enrolment.

Any reimbursement approved by the Principal will be made within fifteen College working days of the date of receipt of the application for such reimbursement. Full reimbursement will be made within fourteen College working days where courses are cancelled by the College.

### 8. Course transfers

Any student who is enrolled on a course and wishes to transfer to a different course should put their request to their tutor. The decision will be made by the relevant Dean of Studies. There will be no refunds for courses at a lower fee.

### 9. Credit notes

Credit notes in whole or in part may be obtained for course withdrawal for reasons agreed between the student and the College which are not covered in the reimbursement criteria above. Credit notes may be valid for a one year period from the date of issue and are not transferable subject to the College's discretion. Students should apply in writing for a credit note.

### 10. Fee reductions

Fee reductions will only be applicable to courses as indicated in this prospectus and to students meeting the criteria as laid down in this prospectus. Evidence must be provided on College form C025.

### 11. Receipts

Receipts will be provided for all monies paid to the College except where payment is made through BACS or standing order.

### 12. Non acceptance of applicants

The College reserves the right not to accept applicants or enrolments from individuals or sponsors where fees or other costs from previous courses remain outstanding until such time as all outstanding fees or other outstanding costs are paid.

### 13. Non payment of fees

In addition to the terms of clause 13 above, the College reserves the right to terminate an enrolment at any time during the life of a course where fees are outstanding or where any agreed instalment payment defaults. In the event of the College exercising the right to terminate an enrolment, the person concerned has a right of appeal under the terms of the College Appeals Procedure, available from the Student Advice Centre. The College may take legal action for the recovery of monies due and in such circumstances the College reserves the right to make charges of up to £250 to represent the administration and other costs to the College occasioned by the non-payment.