

HIGHER EDUCATION TERMS AND CONDITIONS

2025/26 Academic Year Entry

Please read these terms and conditions carefully before accepting an offer from the DN Colleges Group ('the College'). These terms and conditions contain important information about your studies with the College, and provide information about what other documents form part of our contract with you (the 'Contract'). By accepting an offer from the College, you will be agreeing to be bound by these terms and conditions.

The College would like to draw your attention specifically to sections which include important information about the College's rights to vary the Contract with you (including the academic services the College provides – see clause 11 below), the College's liability to you (see clause 13 below) and the College's rights to terminate the Contract with you (see clause 10 below).

If you have any questions about these terms and conditions or any other part of the Contract, please contact the College to discuss before you accept an offer from the College. You can contact the College by sending a letter to the College's HE Administration Office or by emailing:

Admissions@UCNL.ac.uk or by calling 01724 294125 (for UCNL courses)

HEAdmissions@don.ac.uk or by calling 0800 358 7474 (for University Campus Doncaster courses)

Please contact the College should you require these terms and conditions in an alternative accessible format.

Terms and Conditions

1. Introduction

- 1.1. This document sets out the standard terms and conditions of DN Colleges Group (a further education corporation) for undergraduate and postgraduate students enrolling with the College. Doncaster College, University Campus Doncaster, North Lindsey College and UCNL, are each operating divisions of DN Colleges Group.
- 1.2. The College's principal place of business is at The Hub, Chappell Drive, Doncaster DN1 2RF. The College is an education provider delivering both Further Education and Higher Education courses, and all of the College's undergraduate and post graduate courses are validated by one of the following universities or educational providers (each a '**Validator**'): University of Hull, University of Lincoln, Sheffield Hallam University, University of Huddersfield, Pearson. Details about the Validator for your selected course (if applicable) are available in your offer letter and on the UCAS website. The Validator's academic regulations and terms and conditions will also apply to the Contract.

- 1.3. These terms and conditions and the College documents referred to within them, together govern the Contract between the College and you, the student named on the accompanying offer letter ("**Offer**"), as to the rights, roles and responsibilities of both parties in connection with your place at the College.
- 1.4. These terms and conditions were last updated on 6th August 2024. The College reserves the right to change or add to its services or these terms and conditions from time to time (including but not limited to where necessary to reflect changes in relevant laws and regulatory requirements). The College will give reasonable notice of any such changes and the date they take effect.

2. Your Contract with the College

- 2.1. You should familiarise yourself with these terms and conditions and also the rules, regulations, policies and procedures referred to in these terms and conditions (including the academic regulations and terms and conditions of the Validator for your course), all of which are part of your Contract with the College. These rules, regulations, policies and procedures are available on the College's website (and can each be accessed via a corresponding link on our Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/>).
- 2.2. Please note that the accompanying offer letter is not an offer from the College to enter into a contract with you to supply the relevant course to you. It is an invitation for you to place an order for the College to supply the relevant course to you on the terms enclosed with that offer letter. You can place your order for such course by following the steps set out in your Offer letter. You must do this by the date given to you. If you do not:
 - (a) submit your order by the relevant deadline for you notified by UCAS (for full-time courses) or, if applicable, by the College (for part-time courses); or
 - (b) having submitted your order by the relevant deadline for you notified by UCAS or by the College (as the case may be), enrol with the College within 14 days prior to the start of the term that your course is scheduled to begin,then in each case the College reserves the right to (without liability) withdraw the Offer, refuse to enrol you and terminate any Contract between us.
- 2.3. Please note that a contract will only be formed between the College and you when the College has confirmed to you in writing that the College has accepted your order for the relevant course as your firm or insurance choice (at which time the Contract shall start). The College reserves the right to:
 - (a) withdraw the Offer at any time prior to you submitting an order; and
 - (b) reject your order.
- 2.4. In the event that you submit an order for the relevant course at the College as your insurance choice and you subsequently take a place at an alternative provider, the Contract shall automatically terminate.

3. Cancellation

- 3.1. You have a legal right to cancel the Contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you receive written confirmation from the College that the College has accepted your order for the relevant course.
- 3.2. To exercise your legal right to cancel, you must inform the College of your decision to cancel the Contract by a clear statement. You may use the contents of the attached model cancellation form

as the wording of your cancellation notice but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You do not have to give us a reason for the cancellation.

- 3.3. To reduce the risk of your cancellation notice being lost please send your cancellation notice to the College by BOTH email to [Admissions@UCNL.ac.uk \(for UCNL courses\)](mailto:Admissions@UCNL.ac.uk) or [HEAdmissions@don.ac.uk \(for University Campus Doncaster courses\)](mailto:HEAdmissions@don.ac.uk)) AND by pre-paid first class 'signed for' post addressed to the HE Admissions Team and send to the College's address listed in the attached model cancellation form.
- 3.4. If you cancel the Contract within the 14 day cancellation period, the College will reimburse to you any sums paid under the Contract in advance. The College will make the reimbursement without undue delay and no later than 14 days after the day on which the College is informed of your decision to cancel the Contract. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and the College have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- 3.5. We will not begin to provide services under the Contract within the 14 day cancellation period unless you expressly instruct the College in writing (which includes you submitting an order for a place on a course with an intended start date that falls within that period). If you start your course during the cancellation period and you subsequently cancel within the cancellation period, you shall pay the College an amount which is in proportion to the services that the College has provided up until you told the College that you wish to cancel the Contract, in comparison with the full intended duration of the Contract and having regard to the total amount of Tuition Fees which would have been payable had you not cancelled. The College may make a deduction from your reimbursement in respect of such amount, in which case you will be required to pay any outstanding balance after such deduction.
- 3.6. After the expiry of the 14 day period referred to above, it may still be possible to cancel your Contract, but this will be subject to the College's express written agreement. In the event that the College provides such express agreement:
- (a) you will not receive a refund of any Tuition Fee instalments previously paid to the College in respect of your course; and
 - (b) you will remain liable to pay (or procure the payment of) to the College any instalments of your Tuition Fees which became due prior to, and remain outstanding as at, the date on which you notify the College of your cancellation request.

4. Conditions of Enrolment and Registration

- 4.1. The College's decision to offer a place to any student is based on the information contained in that student's application. By submitting your order for the relevant course you will be confirming that all information submitted by you in your related application to the College is correct. You also agree that it is your responsibility to ensure that such information remains accurate and up-to-date.
- 4.2. If you have submitted incorrect or inaccurate information to the College as part of your application or at any other time, the College may immediately withdraw the Offer (if the Contract has not been entered into) or terminate the Contract by giving you written notice.
- 4.3. Your Offer will be conditional or unconditional. If it is conditional, the applicable conditions will be set out in your Offer letter and you will need to fulfil those conditions in order to be admitted onto your course. The College may also set minimum academic and/or non-academic entry requirements (any such requirements will be clearly stated within the entry requirements for your course and in your Offer letter).

- 4.4. If you fail to fulfil all conditions and entry requirements of your Offer (if any) before the relevant deadline for you notified by UCAS (for full-time courses) or by the College (for part-time courses), the College may (immediately and without liability) withdraw your Offer, refuse to enrol you and terminate any Contract between us.
- 4.5. All students who wish to undertake a course of study at the College must enrol with the College at the start of their course and then each subsequent September for the duration of their course. In addition to complying with these terms and conditions and all policies and procedures referred to herein, you agree to abide by the College's rules and regulations from time to time (a copy of the current rules and regulations being available on request).
- 4.6. It is a condition of your enrolment with the College that you must disclose to the College any unspent criminal convictions (whether or not relevant to the course you are applying for), and any spent convictions that may be relevant to the course you are applying for. You will also be required to disclose to the College details of any criminal convictions which you receive during the period of your Contract with the College. The College will review and consider whether the existence of any such criminal convictions or related information means it is not appropriate for you to be given a place or continue on your course. In such circumstances you will be invited to attend an interview with a relevant member of College staff who has authority to review the matter and, where appropriate, authorise your place or continuation on your course.
- 4.7 In some circumstances, your registration on a course may be conditional upon your compliance with certain legislative or regulatory requirements regarding the protection of children and vulnerable adults. Such requirements may include a Disclosure and Barring Service check and/or the submission of a medical clearance form. Any such requirements will be detailed in the relevant course section within the College's prospectus.

5. Your Course

- 5.1. Following your enrolment, the College will, subject to these terms and conditions, provide you with a place on the course set out in your Offer letter.
- 5.2. The College will make reasonable efforts to deliver your course as described in the prospectus for the relevant academic year.
- 5.3. The College will provide you with tuition and other teaching and learning support associated with your course with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.
- 5.4. Provided that you have registered for and pursued your course, paid the Tuition Fees, and fulfilled the criteria for qualification set out in the course specification the College will submit you for the award relevant to your course.
- 5.5. From time to time, in order to enhance provision for its students, the College enters into agreements with other academic institutions for the delivery of joint elements of a course. If your course involves any such elements, you will be required to comply with the relevant terms and conditions of any such other academic institution (a copy of which will be enclosed with your Offer).

6. Fees

- 6.1. The College charges tuition fees for its courses ("**the Tuition Fees**"). The amount of your Tuition Fees are set out in your Offer letter, if applicable.
- 6.2. If you accept your Offer and enter into a Contract with the College, you will become liable to pay in full the Tuition Fees associated with your course and any other fees that may become payable in

relation to your course as set out or otherwise referred to in this clause 6 or our Tuition Fees Policy.

- 6.3. You must pay or procure the payment of each instalment of Tuition Fees as referred to in our Tuition Fees Policy, and any additional charges relevant to your course as set out on the relevant course page of our website as at the date of the Offer, in each case at such time(s) and in such manner as are set out in the Tuition Fees Policy or relevant course webpage. Without affecting any other right or remedy of the College, the College reserves the right to withhold your results if you do not pay any instalment of the Tuition Fees when due.
- 6.4. In the event that any fees payable by you to the College (including your programme fees) have not been paid in full by their due date, the College may pursue legal proceedings in relation to non-payment of such fees (and may also take any other action available to the College under the Contract or at law).
- 6.5. A student interrupting or withdrawing from a programme will be liable for Tuition Fees for the academic year of interruption/withdrawal calculated on a termly basis. This will be applied based on the then-current enrolment status of the student during the academic year in which the interruption or withdrawal occurs as follows:
- Term 1 (25% of total annual fee due)
 - Term 2 (50% of total annual fee due)
 - Term 3 (100% of total annual fee due)

For example, if a student is enrolled as at Day 1 of Term 2 and interrupts/withdraws on that date, they will become liable for 50% of the total fee due for the academic year of interruption/withdrawal. If the student is enrolled as at Day 1 of Term 3 and they interrupt/withdraw on that date, they become liable for 100% of the tuition fees due for the academic year of interruption/withdrawal. Term dates will be made available to students in advance of enrolment.

- 6.6. Tuition Fees and other charges may increase annually in line with inflation (consistent with corresponding increases in the Retail Prices Index) and may therefore rise annually during the programme of study as a result.
- 6.7. In addition to your Tuition Fees and any additional charges of the nature referred to on the relevant course page of our website as at the date of the Offer, you may be required to incur additional expenditure during your time at the College depending on your chosen course (including field trips, theatre and museum visits, compulsory texts, materials, specialist clothing and printing costs). Details of expected costs (and when they must be paid by you) will be outlined on the relevant course page of the College website or otherwise notified to you by the College in advance. For optional trips and visits, you will be advised about the costs during your course of study (except where otherwise stated by the College, such costs shall be charged at such times and in accordance with such charging rates as the College notifies to you from time to time).
- 6.8. You understand that should you fail to pay, or procure the payment of, any Tuition Fees or other sum due to the College (or any instalment of any such fees or sum) on the relevant due date and you do not make or procure payment within 14 days of the College issuing a payment reminder to you, then your details may be passed to a debt collection agency in accordance with the College's financial regulations. The College may also temporarily or permanently withdraw you from your course and terminate the Contract.
- 6.9. Please also read and note the College's Debt Policy (a copy of which can be accessed via a corresponding link on the Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/> which you are also required to comply with.

7. Our obligations to you

- 7.1. The College will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:
- (a) The library and suitable learning resources, including online learning resources;
 - (b) IT infrastructure, including a College email account;
 - (c) Pastoral support; and
 - (d) Careers, employability and placement advice and support,

and you agree that your use of such resources shall be subject to your compliance with any related policies notified to you by the College from time to time, including but not limited to the College's policies on learning resources, IT, data security and Wi-Fi usage. Such policies can be accessed via a corresponding link for the relevant policy on the Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/>).

- 7.2. During your course or as part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be provided to you as appropriate.
- 7.3. The College will have in place appropriate regulations and policies to govern your course and your time as a student of the College which it will make available to you and operate fairly and reasonably.

8. Your obligations to the College

- 8.1. You understand that following enrolment you are a student member of the College community and agree that as such you will behave respectfully to all other members of our community.
- 8.2. You agree that you will familiarise yourself with and adhere to all regulations and policies that are brought to your attention by the College.
- 8.3. You agree that you will participate reasonably in College procedures notified to you by the College.
- 8.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you.
- 8.5. Unless otherwise agreed with the College because of extenuating circumstances (which you must notify to your personal tutor immediately upon becoming aware of), you agree:
- (a) to attend all lectures, seminars, tutorials and examinations for your course in a punctual manner;
 - (b) to attend any meetings required by the College if the College considers your record of engagement to be unsatisfactory;
 - (c) to submit all work and assignments in relation to your course in accordance with the relevant deadlines prescribed by the College and to a standard which is acceptable to the College; and
 - (d) that the College is not obliged to mark or consider any work or assignment that you submit to the College after the relevant submission deadline for that work or assignment. You also agree that the College may terminate the Contract and withdraw you from your course if you persistently fail to comply with such deadlines.

- 8.6. You agree not to commit any academic misconduct (i.e. any action through which you gain or attempt to gain an unfair academic advantage). Below is a non-exhaustive list of actions which the College deems to be academic misconduct:
- (a) plagiarism (including unreferenced copying), including unauthorised use, or misuse, of artificial intelligence (AI);
 - (b) falsifying evidence or data;
 - (c) copying another student's work or producing work collaboratively (except where such collaboration is expressly permitted or required by the College);
 - (d) communicating with another student during examination or assessment;
 - (e) introducing any recorded information into an examination or assessment which has not been expressly provided or permitted by the College for the purposes of the relevant examination or assessment (as the case may be);
 - (f) interfering or attempting to interfere with any examination or assessment process;
 - (g) submitting a false claim for support or relief from the College;
 - (h) assisting another student to commit academic misconduct.

Further information and examples are set out in the College's policies and procedures which can be accessed on the Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/>.

- 8.7. You will use your College email account for all communications with the College. You understand that the College will use your email account to formally communicate with you following enrolment. As such it is the College's expectation that you will check your email account daily and you agree to do so at least once a week.
- 8.8. You will take reasonable care of the health and safety of yourself and others within the College community and will co-operate with the College in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you.
- 8.9. If the College provides you with any books, equipment or other materials in relation to your course or otherwise then, except where otherwise agreed or stated by the College:
- (a) you shall return all such books, equipment and materials to the College, in a similar state of repair to how you received them, before the end of your course or, if you leave the College early, before your leaving date; and
 - (b) the College may charge you in the event that any such books, equipment or materials are not returned on time or are not returned in a similar state of repair to how you received them.
- 8.10. You agree that you will keep the contact information provided to the College up to date and inform the College promptly of any changes to this. You will also, where applicable, inform the College immediately of any changes to your immigration status.

9. Complaints and Queries

- 9.1. The College has in place policies setting out how complaints may be made against it.
- 9.2. Any complaints that you may have will be handled in accordance with the College's Higher Education Student Complaints Procedure which is available at the Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/> . This includes if you are an applicant to the College wishing to raise a complaint or appeal about the manner in which your application was handled, or if you are an enrolled student who wishes to raise a complaint about your course or any other aspect of the College's service).
- 9.3. In the event that you wish to make a formal complaint in accordance with the College's HE Complaints Policy, please follow the guidance contained within the policy.
- 9.4. If you are not happy with how the College has handled any complaint, you have the right to escalate your complaint to the Office of the Independent Adjudicator (OIA) only after you have exhausted the College's internal complaints procedure. Further details are available from Office of the Independent Adjudicator's website at <https://www.oiahe.org.uk/>.
- 9.5. If you have any queries regarding these terms and conditions, your Contract with the College or your course, please contact:

Admissions@UCNL.ac.uk or by calling 01724 294125 (for UCNL courses); or

HEAdmissions@don.ac.uk or by calling 01302 55355 (for University Campus Doncaster courses),

who in each case will either provide you with the information you need or ensure that your query is referred to the person best able to answer it.

10. Termination

- 10.1. Without affecting any other right or remedy available to the College under the Contract or by law, the College reserves the right to terminate the Contract and exclude you from the College in the event that you commit a material breach of the Contract and do not (in the case of a material breach which is capable of remedy) remedy the material breach within 14 days of a notice from the College requiring the material breach to be remedied.
- 10.2. For the avoidance of doubt, you will be deemed to have materially breached the Contract if:
- (a) any relevant board of examiners for your course determines that you have failed your course;
 - (b) your attendance or academic performance on your course are inadequate (having regard to the information contained in the relevant course handbook and the relevant policies and procedures of the College or any other academic institution involved with your course);
 - (c) you fail to pay or procure the payment of any Tuition Fees or any other sums to the College when due;
 - (d) you fail to disclose relevant information to the College or have provided false, incomplete, inaccurate or misleading information to the College, whether in your application or at any other time;
 - (e) you fail to enrol in accordance with the College's requirements for your course;
 - (f) you do not meet your obligations under a Tier 4 visa (if applicable) or you no longer have permission to study in the United Kingdom;
 - (g) you breach clause 8.6 above;

- (h) your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
- (i) you receive a criminal conviction during the period of the Contract and the College, acting reasonably, considers the existence of such criminal conviction to make it inappropriate for you to continue on your course;
- (j) you fail to satisfy any minimum attendance requirements of any of the College's funders and the College is required to, as a result, terminate the Contract; or
- (k) you are declared bankrupt.

10.3. If the College terminates the Contract early and excludes you from the College under the Contract or as a result of your breach of the Contract:

- (a) you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments, undertake tests or examinations, or proceed to any degree or other award offered by the College;
- (b) you shall not be entitled to any refund of any sums that you have previously paid or procured the payment to the College of, and you shall pay or procure the payment of any outstanding fees immediately on demand by the College; and
- (c) you shall return your College card immediately to the College.

10.4. Please note that the Contract may also be terminated early in any of the circumstances described in any of clauses 2.2, 2.4, 4.2, 4.4, 6.5 and 8.5(d) of these terms and conditions.

10.5. Termination of the Contract will not affect any legal right or obligation that either you or the College has that may already have arisen.

11. Changes to these Terms and Conditions

11.1. If you wish to request a change to your Contract with the College you must contact the College as follows and, following discussion with you, the College will confirm whether this change is possible:

- (a) To request to change to a different course, contact HE Admissions;
- (b) To request to defer your enrolment, contact Admissions;
- (c) To request to suspend your studies, contact Information, Advice and Guidance;
- (d) To request to change from full time to part time study, or from part time study to full time study, contact Information, Advice and Guidance.

11.2. No changes requested by you will be binding on you or the College unless they are agreed in writing by the College.

11.3. The College will not, except as provided in clause 11.5 below, discontinue your course following your enrolment on it, but it may make changes to your Course (including timetables), the Contract or the College's other obligations to you either before or after you have enrolled. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and the College will take reasonable steps to mitigate any negative outcomes. Reasons for making changes include, but are not limited to:

- (a) To make updates to reflect best practice and academic developments for the benefit of students;
- (b) To improve the Course and your experience of it;
- (c) To meet the requirements of external or accrediting bodies;
- (d) As a result of staff changes within the College; or
- (e) Changes to the law.

11.4. The College may also make changes to your course if you have deferred entry, your suspended studies have been suspended, undertaken a pre-session programme or undertaken a period abroad (including but not limited to changes to available course modules and annual inflationary increases to Tuition Fees). Exceptionally this may involve discontinuing your course and in those circumstances the College will use its reasonable endeavours to allow you to complete it. The College will notify you of any such changes.

11.5. In rare circumstances the College may decide to close a course before it is due to start. This may happen, for example, if there are insufficient applicants to provide you with a quality learning experience. In such circumstances the College will notify you as soon as reasonably possible and use reasonable endeavours to offer you an alternative course at the College where appropriate, or inform you of other institutions that may be able to meet your needs. In such circumstances you will be refunded any Tuition Fees and any other sums that you have paid in advance.

12. Suspension

12.1. The College may suspend your enrolment in accordance with the College's Disciplinary Policy which can be found Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/>). Any such suspension by the College will be:

- (a) to enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the College, you cannot attend whilst the investigation is carried out; or
- (b) because in the reasonable opinion of the College, it will be detrimental to the health, safety or welfare of you or others for you to attend the College.

12.2. You have the right to appeal a suspension under the preceding clause (further details of the related procedure are set out in the College's Learning and Behaviour Policy).

13. Limits on the College's liability to you

13.1. The College is under a legal duty to supply services to you that are in conformity with this Contract. Nothing in these terms and conditions will affect your legal rights.

13.2. The College is responsible to you for foreseeable loss and damage caused by the College. If the College fails to comply with the Contract, the College is responsible for loss and damage that you suffer which is a foreseeable result of the College breaching the Contract or failing to use reasonable care and skill, but the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the College and you knew it might happen (for example, if you discussed it with the College during the application process).

13.3. The College does not in any way limit or exclude its liability for:

- (a) death or personal injury caused by the negligence of the College;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be excluded by law.

13.4. If the College's performance of the Contract is affected by an event outside the College's control then the College will contact you as soon as possible to let you know and will take steps with a view to minimising the effect of the delay. Provided the College does this, the College will not be liable for delays caused by the event but if any such delay continues for 90 days or more you may contact the College to end the Contract and be refunded for any services you have paid for but not received. Such events may include epidemic, pandemic, government restrictions, fire, civil commotion, riot, terrorism or terrorism threat, cyber attack, fire, civil commotion, riot, adverse weather, natural disaster, failure of utilities, and strikes/other industrial action involving people other than College staff. Examples of steps that we may take with a view to minimising any related effects (which in practice will always depend on the specific circumstances) can be found in our Student Protection Plan, a copy of which can be accessed via the Higher Education Key Information Page, located at <https://www.dncolleges.ac.uk/policies-and-procedures/>).

14. Data Protection

14.1. The College will collect, hold and process data relating to you ("**personal data**"), including information from application forms submitted by you, for the purposes set out in our privacy notice for students (which also applies to applicants), a copy of which can be accessed via the following link: <https://www.dncolleges.ac.uk/wp-content/uploads/2023/04/Privacy-Notice-Students.pdf>.

14.2. Please note that in particular, regardless of the success of the relevant application, the College uses this information about you to:

- (a) process applications and for other administration purposes; and
- (b) for internal statistical purposes.

14.3. Please also note that in particular, if your application is successful and you enter into a Contract with the College, the College will also use your personal information:

- (a) in order to meet its obligations to you under the Contract;
- (b) to monitor your performance and attendance;
- (c) to send communications to you in relation to your place at the College; and
- (d) to process any payments made by you to the College.

14.4. The College's privacy notice for students also sets out details of circumstances where we may use your image, together of details of when your personal information may be shared by the College with third parties. The College's privacy notice for students also sets out details of your related legal rights under data protection law.

14.5. The College will only process your personal data (i) in accordance with the purposes listed or referred to in clauses 14.2 and 14.3 above and in the College's student privacy notice; (ii) in accordance with the College's Data Protection Policy (a copy of which can be accessed upon request); and (iii) otherwise as permitted by UK data protection laws.

- 14.6. You warrant that any information you supply to the College is accurate and up to date and that you will promptly inform the College if any information that the College holds about you requires updating.
- 14.6. The College's Data Protection Policy sets out guidance for College staff, students and others who process personal data on behalf of the College to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies). You agree to comply with the College's Data Protection Policy insofar as it applies to students.

15. Intellectual Property

- 15.1. In these Terms and Conditions "**Intellectual Property Rights**" shall mean patents, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
- 15.2. All Intellectual Property Rights developed by you during the course of your studies at the College ("**Student IP**") shall remain your property, subject to the below exceptions, and/or unless otherwise agreed with you:
- (a) You are working on a project involving a third party or are otherwise funded by a third party and the terms of the project contract and/or funding agreement between the College and the third party require the assignment of any Intellectual Property Rights created by you in relation to the project to the College or the third party (in which case the College will notify you before the commencement of the relevant project);
 - (b) Intellectual Property Rights are generated as a result of working in collaboration with other students or College staff;
 - (c) a member of College staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the College;
 - (d) you have received significant financial support or material contribution from the College (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
 - (e) you are undertaking a wholly or partly sponsored project or placement;
 - (f) other exceptional circumstances such as being offered the opportunity to take part in a College sponsored event.
- 15.3. In the circumstances set out in 15.2 above, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these terms and conditions, or a separate agreement between you and the College will be required.
- 15.4. Where the College makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

- 15.5. The provisions of this clause 15 and any related agreement governing the ownership and exploitation of your Student IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of the Contract.

16. Other important terms

- 16.1. The Contract is between you and the College. No other person shall have any rights to enforce the terms of the Contract.
- 16.2. You may only transfer your rights or your obligations under the Contract to another person if the College agrees in writing.
- 16.3. Each of the clauses set out in these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable (whether in whole or in part), the remaining clauses (or the relevant part) will remain in full force and effect.
- 16.4. If the College fails to insist that you perform any of your obligations under the Contract, or if the College does not enforce its rights against you, or if the College delays in doing so, that will not mean that the College has waived its rights against you and will not mean that you do not have to comply with those obligations. If the College does waive a default by you, the College will only do so in writing, and that will not mean that the College will automatically waive any later default by you.
- 16.5. Notices
- (a) Any notice required to be given under these terms and conditions must be given in writing.
 - (b) Communications (including notices) will be sent by the College to you either to your home postal address shown in the College's records and/or by email to your College email address. You must keep your details up to date.
 - (c) You must send any notices either by hand or by pre-paid first class post to the College's Admissions and Enquiries Manager at DN Colleges Group, The Hub, Chappell Drive, Doncaster, DN1 2RF or via an email to: headmissions@don.ac.uk for the University Campus Doncaster or admissions@ucnl.ac.uk for the University Campus North Lincolnshire.
 - (d) If sent by pre-paid first class post, notice shall be deemed to have been given at 9am on the second working day after posting. If delivered by hand, notice shall be deemed to have been given at the time of delivery. If sent by email, notice shall be deemed to have been given at the time of sending or, where the notice is given at any time on a weekend/public holiday or after 5pm on a working day, shall be deemed to have been given at 9am on the next working day.
- 16.6. Please note that the Contract is governed by English law. This means that the Contract, and any dispute or claim arising out of or in connection with it, will be governed by English law. You and the College both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Appendix

Model Cancellation Form

To: HE Admissions Team, Doncaster College , The Hub, Chappell Drive, Doncaster, DN1 2RF for the University Campus Doncaster

HE Admissions Team, UCNL, The Civic Centre, Ashby Road, Scunthorpe, DN16 1AB for the University Campus North Lincolnshire.

Email: headmissions@don.ac.uk for the University Campus Doncaster
admissions@ucnl.ac.uk for the University Campus North Lincolnshire.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract with DN Colleges Group for the following course:

[*] = delete as appropriate

Full name of student.....

Date of course place acceptance by student.....

Address of student.....

Signature of student (only if this form is notified on paper).....

Date.....