



HIGHER EDUCATION TERMS AND CONDITIONS

2024/25 Academic Year

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 agree 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), the College's liability to you and the College's rights to terminate the Contract with you.

If you have any questions about these Terms and Conditions, 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

HEAdmissions@don.ac.uk or by calling 0800 358 7474

Please contact the College should you require these Terms and Conditions in an alternative accessible format.

INTRODUCTION

- 1.1 These terms and conditions represent an agreement between the DN Colleges Group ('the College') and you, a prospective student.
- 1.2 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 university or educational provider (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.

Further details are available at:
University Campus Doncaster
University Campus North Lincolnshire
University of Hull

University of Lincoln
Sheffield Hallam University
University of Huddersfield
Pearson

- 1.3 Before you apply for a place or accept the offer of a place at the College, you should familiarise yourself with this document and also the regulations and policies referred to in this document, all of which are part of your Agreement with the College. Higher Education policies are available on the College HE Key Information, Policies and Procedures pages, available via the links below:
UCNL: <https://ucnl.ac.uk/about-us/policies-and-procedures/>
UCDon: <https://www.ucdon.ac.uk/about-us/policies-and-procedures/>
- 1.4 By accepting the College's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:
- (i) your offer letter from the College (including details of your offer on UCAS) ('Offer');
 - (ii) the relevant University (or other awarding body) rules, regulations and policies (as applicable); and
 - (iii) the published information as at the date of the Offer form the basis of the contract between you and the College in relation to your studies.

2. THE CONTRACT

How 'the Contract' is formed

- 2.1 The College's Offer (together with the specific conditions set out in this section) may contain specific requirements for admission onto and your continued registration on the Course (the "Conditions"). You must provide the College with satisfactory evidence of your qualifications and compliance with any additional conditions when asked to do so by the College, which may include declaration of immigration status, relevant unspent criminal convictions, and/or health related disclosures, or a DBS check, at the time of application and throughout the life of the Contract.
- 2.2 It is a condition of the Contract, and of your subsequent continuation in each academic year, that you enrol for each academic year on or by the relevant dates notified by the College. Failure to do so within 10 days of the advertised start of your programme may result in termination of the Contract.
- 2.3 It is your responsibility to make sure that all of the information you give us is true, accurate and complete and is not misleading, and that the same remains as such for the duration of your enrolment with the College, including up to the point of award.
- 2.4 If you fail to meet or fail to continue to meet any of these Conditions, or if you fail to give the College reasonable evidence that you have met these Conditions as set out in the Offer letter, the College may terminate the Contract as set out in section 3.

What 'the Contract' includes

- 2.5 The Contract between you and the College includes the following documents:
- the information contained in these Terms and Conditions;

- the terms of the Offer;
 - the College's policies;
 - the Computer Users Agreement;
 - disciplinary procedures available;
 - and where applicable, the external Validator's policies and procedures (including, as appropriate.
 - Student Protection Plan;
 - Access and Participation Plan.
- 2.6 An offer for deferred entry to the College will be subject to the terms and conditions in force at the time of the deferred entry. An offer for deferred entry will not guarantee that the course will run in the academic year requested.
- 2.7 To accept the Offer, you will need to contact the College in the manner described in the Offer itself. Full details will be set out in the Offer, including any deadlines or time limitations. Please check the contents of the Offer and these Terms and Conditions carefully before accepting.
- 2.8 The Contract with you will be binding on you and the College once you enrol, starting from the date of your enrolment at the College. You have the right to cancel the Contract (and the contract with the Validator) at this time, as described below.

Cancelling your Contract

- 2.9 Once the Contract has been formed, you will have a legal right to cancel the Contract (and the contract with the Validator) for any reason at any time within 14 days (the "Cancellation Period") from the date you enrol at the College.
- 2.10 To cancel the Contract in this way, you must inform the College of your decision to cancel the Contract by sending an email to: headmissions@don.ac.uk for the University Campus Doncaster or admissions@ucl.ac.uk for the University Campus North Lincolnshire.

The College's obligations to you:

- 2.11 For the duration of the Course (which includes any assessments and/or examinations that take place after the tuition has finished, and which includes up to the point of award), the College will:
- provide the Services (including the delivery of the Course);
 - comply with the terms of the Contract;
 - provide accurate information about the Services provided;

Your obligations

- 2.12 For the duration of the Course, you agree to:
- comply with the terms of the Contract;
 - study in order to achieve learning outcomes;
 - attend all timetabled sessions and sit all examinations and undertake all assessments required as part of the Course.
 - pay any Tuition Fees and Additional Fees in a timely manner and in accordance with policy;;

- comply with the HE Admissions Policy in relation to disclosure of criminal convictions. Failure to do so could result in the College ending this Contract with you.

3 How the College may change the Contract including the Services

- 3.1 The College reserves the right from time to time to make variations to the Contract as specified here.
- 3.2 Whilst the College will always try and minimise making any changes to the Contract (including changes to the Services and/or Course), there may be times where changes are needed. This section describes the circumstances when the College can make changes, as well as providing you with further information about what to do where the College looks to make such changes.
- 3.3 The College reserves the right to vary minor elements of your programme from that described in the published information in order to improve the quality of educational services, in response to student feedback, and/or due to a lack of student demand for certain modules. Such changes will always be preceded by consultation with students. We will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may cancel the Contract and withdraw from the programme without any liability to the College for programme fees.
- 3.4 For changes, the College will notify you of any amendments via your College e-mail address and via the student intranet providing you with as much notice as is in the College's view appropriate in the circumstances. Where possible, the College will look to provide you with notice in advance, but this may not always be possible.
- 3.5 If you do not agree with a change the College makes to the Contract, you will be entitled to end the Contract, and you may be entitled to an appropriate refund of the Fees you have paid to the College.

4 FEES

- 4.1 By accepting the Offer and enrolling, you are agreeing to pay all Tuition Fees and Additional Fees as described in the Offer when due. Details of how you will need to pay your Tuition Fees and/or Additional Fees are as set out in the UCAS offer letter, on the College's website and in the College prospectus.
- 4.2 Most students are eligible for a Tuition Fee Loan through the Student Loans Company. Other additional support may be available including a Maintenance Loan, and the Access to Learning Fund. Students must apply individually and fulfil the eligibility criteria. Students that have disclosed disability or learning needs should apply for an assessment for funding via the Disabled Students Allowance (DSA) process. The College can advise on this process, however, the responsibility to apply for the DSA lies with the student.
- 4.3 In the event that 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 programme fees.
- 4.4 A student interrupting or withdrawing from a programme will be liable for tuition fees calculated on a termly basis. This will be applied based on the current enrolment status of the student:
- Term 1 (25% of total fee due) 16th September 2024 to 13 December 2024
 - Term 2 (50% of total fee due) 6th January 2025 to 4th April 2025

- Term 3 (100% of total fee due) 22nd April 2025 to 23rd May 2025

For example, if a student is currently enrolled on Day 1 of Term 2, they will become liable for 50% of the total fee due; if currently enrolled on Day 1 of Term 3, they become liable for 100% of the tuition fees.

- 4.5 Fees are subject to the fee structure applicable for the year. Tuition Fees are subject to increase annually in line with RPI, and may rise annually during the programme of study.

5 COMPLAINTS

- 5.1 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.

- 5.2. The Higher Education Complaints policy can be accessed via the below link:

<https://ucnl.ac.uk/wp-content/uploads/2022/05/HE-Complaints-Policy-2023-24.pdf>

- 5.3 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) 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/>.

6 TERMINATION

- 6.1 The College reserves the right to terminate the Contract and exclude you in the following circumstances:

- for non-registration or for non-payment of programme fees in line with the relevant College policies and procedures
- if you do not enrol or re-enrol onto the Course by the relevant enrolment or re-enrolment date;
- if any of the Conditions set out in the Offer are not met, or cease to be met at any time after the date that the Contract is formed;
- if you fail to comply in a material manner with any obligations you have under the Contract, or if you are in persistent breach of your obligations under the Contract;
- if information you have provided to the College during your application or at any stage during the term of the Contract is false, incomplete, incorrect or misleading;
- if between accepting the Offer and starting the Course, there is a change of your circumstances which, in the College's reasonable opinion, makes it inappropriate for you to study on the Course;
- if you fail to comply with a request for information, or to make declarations that the College may reasonably require you to make during your admission to and enrolment on the Course;
- where your circumstances change in relation to your health or criminal convictions; or that you no longer have permission to remain in the UK;
- if the College takes disciplinary action against you in accordance with the relevant disciplinary procedure and where the College determines as a result of that procedure that you are no longer able to continue with the Course;
- where you are in material breach of any of the College's regulations, policies, procedures and/or codes of conduct;

- if you are expelled or dismissed from any institution or organisation other than the College which you are required to attend or be a member of as part of the Course and/or your enrolment with the College;
- for any other reason that in the College's reasonable discretion, means that your continued attendance at the College is inappropriate or unsafe either for yourself or for your fellow students and/or College staff and/or users of the College's facilities;

6.2 If you have been excluded from the College, you will no longer be entitled to attend lectures, classes or seminars, use the College's facilities or services, submit assessments or take tests/examinations.

7 DATA PROTECTION

7.1 The College holds information about all applicants and all students. The College uses the information provided by applicants and/or students (including information from application forms)

- to administer applications;
- to compile statistics about applicants and/or students that may be published or passed to government bodies and funding agencies;
- for the purpose of recognising characteristics identified under the Access and Participation Plan, to ensure appropriate support is offered;
- to deliver your programme and provide educational services to you, to administer your studies, to provide you with facilities and services, to monitor your performance and attendance, to provide you with support, and to identify ways to enhance our provision including learning, teaching, assessment and the broader student experience;
- to register you with the relevant Awarding Body;
- to send communications to you;
- to process any payments made by you to the College;
- or any other activities that fall within the pursuit of the College's legitimate interests.

7.2 In certain circumstances the College may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect rights, property, or safety of our employees, students or others.

7.3 We will share your data with some third parties, including the ESFA, LEAs, OfS, Ofsted, Student Loans Company, Higher Education Statistics Agency ("HESA") and awarding bodies where this is necessary for the provision of your education or other core purposes and or where there is a statutory obligation to provide this information.

7.4 The College will only process your personal data in accordance with the specific purposes notified to you above; and/or otherwise as permitted by the Data Protection Act 2018. By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this section.

8. Intellectual Property

8.1 You shall own any intellectual property you generate and provide to us during your programme

9 OTHER

9.1 The Contract is between you and the College. No other person will have any rights to enforce any of its terms.

9.2 Any notice or other communication made under these T&Cs shall be in writing and addressed to you at the last email or postal address notified by you to the College, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).

9.3 Should you require this information in an alternative accessible format, please contact us and we will make the necessary arrangements

9.4 For any queries relating to these terms and conditions, please contact:

Admissions@UCNL.ac.uk or by calling 01724 294125

HEAdmissions@don.ac.uk or by calling 0800 358 7474