

Accompanying Information and Conditions of Offer

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Any offer of a place made to you by the Hugh Baird University Centre is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the University Centre:

Payment of Fees

You are required to make at the beginning of the course arrangements satisfactory to the University Centre for the payment of your fees. In the absence, (for each year of your course), of either: financial support via Student Finance England, Wales, Northern Ireland or SAAS or an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part (please see Data Protection statement for disclosures); you will be invoiced by the University Centre for the full amount or remaining portion of your fees for each year of the course.

It is your responsibility to ensure that where applicable, a copy of the appropriate funding documentation as referred to above, is submitted to the HE Admissions Team at enrolment or as soon as possible thereafter.

If you are self-funding and have to pay your own fees, payment can be made in the following ways:

- Paying by credit or debit card over the phone by calling 0151 353 4444
- Paying at the Cash Desk on the Ground Floor in the Balliol Building

Tuition Fee Sponsorship (excluding financial support via the Student Loans Company (SLC))

If you are being sponsored, perhaps by your employer, you will need to provide written confirmation to the University Centre. The confirmation is required to be on your sponsor's official letter headed paper and must include their invoice address, your full name, the title of your programme and the maximum amount that they will pay. Failure to provide this information will result in you being invoiced for the full cost of your fees.

This sponsor letter must be sent as an email attachment, posted or handed in or as shown below:

- Email attachment to: admissions@hughbaird.ac.uk
- Post to: The Admissions Team, Hugh Baird College, Balliol Road, Bootle L20 7EW.

Student Loans, Student Finance England, Student Finance Wales, Student Finance Northern Ireland and Student Awards Agency for Scotland (SAAS)

We will receive electronic confirmation of the level of tuition fee loan/grant you have been allocated directly from the SLC, therefore you do not need to submit your assessment letter as confirmation.

Total Fees

Please note that the total amount of the tuition fees payable for the duration of your course is set out in the covering email. The 'Standard Additional Costs' that are included within the tuition fees are published on the Hugh Baird University Centre website under the Wider Information Set (Information about us as an Institution), see link: <http://www.hughbaird.ac.uk/index.php/university-centre/wider-information-set-wis> These are the costs that are mandatory for the course to be completed. This also sets out the optional costs that you may choose to incur over and above the tuition fees – these costs do not need to be incurred for the course to be completed.

The University Centre has calculated the total fees payable based on its records of the type and duration of the course you are going to study. If you have any queries about the fees in the covering email or have concerns that they are incorrect, please contact the Admissions Team immediately.

Please note that students have the opportunity to participate in trips. This has been included in the optional costs set out in the 'Standard Additional Costs' document. The cost will vary depending on a number of factors such as the destination and length of the trip.

Hugh Baird University Centre Regulations

In accepting an offer of a place at this University, you are agreeing to comply with the provisions of all the University Centre's policies that apply to enrolled students which are enclosed. The Student Policies page provides all of these policies and can be found at <http://www.hughbaird.ac.uk/index.php/university-centre/wider-information-set-wis>

Key provisions of these policies of which you should be aware include:

- (a) The University Centre's expectations as regards attendance, academic due diligence, and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course.
- (b) The University Centre's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
- (c) The University Centre's rules regarding payment of sums due to the University Centre can be found in Hugh Baird College's Tuition Fee Policy. If you do not pay money that you owe to the University Centre, the University Centre reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University Centre will consider all the circumstances of your case.
- (d) The University Centre's disciplinary code, set out in the University Centre's Regulations for the Conduct of Students, contains the University Centre's expectations of student behaviour. Breach of the Code could result in a disciplinary process which might result in expulsion from the University Centre.
- (e) The requirement that applicants undergo an enhanced Disclosure Barring Service Check (organised by the University Centre) before they can be enrolled

on certain courses. Depending on the outcome of that check, you may not be eligible to enrol on those courses.

- (f) For courses validated by the University of Central Lancashire (UCLan), all Student Polices for the academic year can be found on the following website – http://www.uclan.ac.uk/study_here/student-contract.php

The University Centre reserves the right to make changes to its policies where in the opinion of the University Centre this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- (a) To review and update the Regulations to ensure they are fit for purpose;
- (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- (c) To incorporate sector guidance or best practice;
- (d) To incorporate feedback from students; and/or
- (e) To aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University Centre reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University Centre will take all steps to minimise disruption to students wherever reasonably possible, for example, by giving notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated Regulations will be made available on the University Centre's website and may be publicised by other means so that students are made aware of any changes.

Disclaimers

The University Centre will do all that it reasonably can to provide educational services as described in the prospectus or in other documents issued by it, to appropriately enrolled students.

Sometimes circumstances beyond the control of the University Centre mean that it cannot provide such educational services.

Examples of such circumstances include:

- (a) industrial action by University Centre staff or third parties
- (b) the unanticipated departure of key members of University Centre staff
- (c) power failure
- (d) acts of terrorism
- (e) damage to buildings or equipment
- (f) the acts of any governmental or local authority; or
- (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it as per Sections 1 and 3 of Hugh Baird College's Terms and Conditions. Should there be insufficient numbers to run a particular course, then every effort will be made

to enrol you on a similar, appropriate course. If a course is deemed not to have sufficient student numbers, we will notify you prior to the start of the relevant academic year.

In these circumstances, the University Centre will take all steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

The University Centre will use all endeavours to deliver the course in accordance with the description applied to it in the University Centre's prospectus for the academic year in which you begin the course. However, the University Centre will be entitled to make changes to the course (including to the content and syllabus of the course where developments in the subject area make that necessary, or to the location of the course or the method of delivery of the course) where that will enable the University Centre to deliver a better quality of educational experience to students enrolled on the course. In making any such changes, the University Centre will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University Centre changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme and, if required, support to transfer to another provider.

The University Centre does not exclude or limit in any way its liability for:

- i. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- ii. fraud or fraudulent misrepresentation.

The University Centre does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Unconditional Offers

The term 'unconditional offer' is part of the national admissions nomenclature and relates to the academic conditions of the offer. All other conditions (as detailed in this letter, or within the University Centre Regulations, or communicated to you via UCAS, or at interview) apply.

If this offer is 'unconditional' it has been made on the basis of the academic qualifications you have presented to the University Centre either on your application form or, if you applied during

'Clearing', based on the information you provided to the University Centre via the telephone or the internet.

You must provide documentary evidence of the qualifications you have indicated to us and on which the decision to offer a place has been based.

The University Centre reserves the right to verify the qualifications with the awarding Institution.

This offer, the contract you will enter into by accepting it and membership of the University Centre are subject to the requirement that you hold the qualifications and that the University Centre receives documentary evidence of them. If you fail to meet this requirement, the offer may be withdrawn and your contract with, and membership of, the University Centre may be terminated.

Any delay or failure by the University Centre over the exercise of its rights shall not impair or affect the rights or waive the requirement.

Cancellation Rights

Right to Cancel

You have a statutory right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive the material information relating to your course for which you have accepted the offer of a place, and which accompanies this Accompanying Information and Conditions of Offer document ("the Material Information").

To exercise the right to cancel, you must inform the University Centre of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the sample cancellation form at the end of this document, but it is not obligatory. The University Centre is very happy for you to just send an email to admissions@hughbaird.ac.uk

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.

Effect of Cancellation

If you cancel this contract as set out above, the University Centre will reimburse to you all payments received from you.

The University Centre will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

The University Centre will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Cancellation after the Statutory Cancellation Period

If you cancel the contract after the statutory cancellation period has expired, the University Centre will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may

be obliged to pay a proportion of your tuition fees, as set out in the Hugh Baird College's Tuition Fee Policy

Courses that begin within the Statutory Cancellation Period

If your course is due to begin within 14 days of the date on which you receive the Material Information, you are expressly agreeing that the service should begin within the cancellation period.

If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University Centre's service to you to the date of cancellation, as set out in the Hugh Baird College's Tuition Fee Policy.

Data Protection

The information provided in your application will be used by the University Centre for the administration of your application, academic record and student and welfare services. It will also be used for research and the compilation of statistics. The University Centre may also supply this information to outside organisations including the Police, Home Office, Local Authorities, the Department of Works and Pensions and its agencies, Examination Boards or Awarding Bodies to prevent or detect fraud. Where you are employed by a third party during all or any of the period of your study at the University Centre and the employer has a direct interest in your status as a student at the University Centre (for example your employer is paying for your course), information regarding your attendance and performance may be disclosed to your employer.

Where you have a disability, information you have provided in connection with that disability will be processed by the Disability Advisory Service for the purposes of assessing what, if any, adjustments are required and for implementing those adjustments should you be made an offer of a place. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept the offer. You have the right to request that information about your disability is not disclosed to such staff and while all efforts will be made to implement adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

You agree that the University Centre may hold and use the information which you supply to it, for the purposes to which this form relates. Unless you tell us that you object you also agree that the University Centre may retain such information for marketing purposes and may contact you by post, telephone, e-mail and short messaging service with details of and relating to courses and of its other products and services. If you do not want to receive information for direct marketing purposes, please tick the relevant boxes below indicating your preferences. Alternatively, please email us at admissions@hughbaird.ac.uk to inform us of your preferred means of communication (if any) from the below.

Tick any of the following boxes if you do **not** wish to be contacted:

- ☐ About courses or learning opportunities
- ☐ For surveys and research
- ☐ By post ☐ By phone ☐ By email

General

If any provision of the contract between you and the University Centre is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The contract between you and the University Centre shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

The University Centre's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

Model Cancellation Form

Please fill out this form and if you are a UK or EU student send by post addressed to: Admissions to Hugh Baird University Centre, Balliol Road, Bootle, L20 7EW or send by email to admissions@hughbaird.ac.uk

I hereby give notice that I wish to cancel my contract with the University Centre to study the course.

Name of student:

Student number:

Course title:

Course start date:

Address of student:

Signature of student:

Date:

Hugh Baird College

Balliol Road
Bootle
Liverpool
L20 7EW

Telephone

0151 353 4444

Email

enquiries@hughbaird.ac.uk

www.hughbaird.ac.uk