

BLACKPOOL AND THE FYLDE COLLEGE



HIGHER EDUCATION HOME STUDENT TERMS AND CONDITIONS

2023/2024



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INTRODUCTION

The purpose of this document is to identify the principal terms and conditions of the agreement, which you will have with Blackpool and The Fylde College (“**B&FC**”).

Upon acceptance of an offer from B&FC, a contract will be formed between you and B&FC. You will be deemed to have agreed to be bound by these terms and conditions.

These Terms and Conditions apply to **home students** who are studying higher education programmes at **B&FC**, regardless of how the programme is funded and contains important information that you should read very carefully.

You will be asked to sign to confirm your acceptance of the Terms and Conditions contained within this agreement upon enrolment

When you accept the offer of a place on a programme or part thereof, you will enter into a legally binding contract with **B&FC**, which can only be changed by obtaining your agreement in writing. In accepting our offer, you accept and agree to be bound by these terms and conditions.

Remember that the official offer is that which we communicate to you through UCAS, unless you have applied to us directly, in which case it is the official offer letter that you receive directly from us.

You should read these Terms and Conditions and the linked documents carefully before accepting an offer from B&FC and again before enrolling.

Please note that as it is not practical to set out the full details of every policy or procedure applicable to your studies or the services offered by B&FC. This document contains a number of links and you will be provided with an appendix of applicable policies, procedures and awarding body academic regulations you will be expected to adhere to.

During your time as a student **B&FC** will use several communication methods including but not limited to:

1. **Student email address**
2. **Personal email address**
3. **Local postal / term time address (if applicable)**
4. **Registered home postal address**

It is your responsibility to regularly check for communications from **B&FC** and promptly update **B&FC** with any changes in your circumstances.



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1. DEFINITIONS

Offer: a conditional or unconditional offer of a place on a **B&FC** programme of study made to you in writing by **B&FC**

Programme: The B&FC programme or part thereof of study on which you have been offered or accepted a place or on which you are enrolled.

Tuition Fee: has the meaning set out in conditions 3.1

Home Student is defined as a person who is 'settled' in the UK and must have been 'ordinarily resident' in the UK on the 'first day of the first academic year of the course'

2. ACCEPTANCE OF YOUR OFFER

2.1 Your contract with **B&FC** will start as soon as **B&FC** receives your acceptance of its **Offer**.

2.2 You can cancel this contract at any time up to within 14 days of the date of enrolment (see condition 11), without giving any reason, providing you do so in writing by email or letter.

3. YOUR GENERAL OBLIGATIONS

3.1 Once you have enrolled, you accept and agree to be bound by and comply with:

- a) The rules and regulations relating to your **Programme**, as found in your Programme Handbooks and Programme Specifications.
- b) Any eligibility requirements of the relevant professional accreditation and/or regulatory body for your **Programme**.

3.2 If your **Programme** requires you to register with a professional, statutory, or regulatory body and/or to practice under license, it is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities) are made to **B&FC**, both during the admissions process and during your period of study. You are also required to comply with all relevant rules and regulations during your studies and on placement. You are responsible for paying any associated registration or licence fees and maintaining any licences, registrations or consents.



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4. FEES AND REFUNDS

- 4.1 All HE programmes which lead to an award incur a fee for each academic year of study, including a repeated academic year with or without personal mitigating circumstances or interruption of study. Your **Tuition Fee** will be determined by your tuition fee status under the *Education (Fees and Awards) (England) Regulations 2007* as amended.
- 4.2 **Tuition Fees** are set annually and are found on the **B&FC's** website. They are also set out in the **Offer**. Further information on other costs, which may be applicable to your **Programme**, can be found within the relevant **Programme** specification and on the **B&FC** website.
- 4.3 When you **enrol**, you accept that you are responsible for ensuring that you supply **B&FC** with full and correct information about who will pay your **Tuition Fee**. You are also responsible for informing Student Administration if your payment method changes after enrolment.
- 4.4 If an external organisation other than the Student Loan Company is sponsoring you (paying your **Tuition Fee**), you agree that:
- B&FC may share your personal data, including your academic progress, with your sponsor, without seeking any further consent from you;
 - you remain responsible for ensuring that your Tuition Fee is paid; and
 - if your sponsor defaults on any Tuition Fee payment arrangement, you may not be allowed to continue with your programme pending alternative payments being agreed with B&FC.
- 4.5 If you have not made suitable arrangement to pay the **Tuition Fee** or **Tuition Fee** related charges, or you default on any **Tuition Fee** or **Tuition Fee** related charges, **B&FC** may restrict your access to library and IT services. In addition, you may not be allowed to continue with your programme.

If there are outstanding **Tuition Fee** or **Tuition Fee** related charges at the end of an academic year, you will be prevented from enrolling to the next academic year until those outstanding **Tuition Fee** or **Tuition Fee** related charges have been paid in full or you have agreed an arrangement to pay which is acceptable to **B&FC**.

If you have outstanding **Tuition Fees** or **Tuition Fee** related charges one calendar month before the date at which your award is conferred, you will not be permitted to graduate.

Further details regarding tuition fee payment procedures and debt management are found in the [Tuition Fee Payment Policy](#) on **B&FC's** website

Further details regarding outstanding Tuition Fee or Tuition Fee related charges are found in the [Student Debt Policy](#) on **B&FC's** website



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- 4.6 You will not be charged a **Tuition Fee** if you fail to enrol on your **Programme** of study, having previously firmly accepted an offer to do so, nor will a **Tuition Fee** be charged if you leave (suspend or withdraw from) your **Programme** within the first 14 days of your initial enrolment.
- 4.7 If you choose to leave your **Programme** more than 14 days after your first enrolment, including at any time during subsequent academic years **B&FC** will re-calculate the amount of **Tuition Fee** you will be charged on the basis of the date **B&FC** is formally notified in writing or by email of your intention to change your enrolment. However, you will not be able to claim a refund of **Tuition Fee** for the period you were enrolled during that year.

Higher Education (HE) Students who have paid fees on courses up to 25 weeks

The following fee liability and refund eligibility schedule applies to all HE Students who have paid fees on a condensed programme that is less than one academic year in length.

Withdrawal Point	Student's Fee Liability	Student's Refund Eligibility
1 st two weeks	None	Full refund of any prepaid fees
Up to halfway point of course	Liable for 50% of the fee	Refund of any prepaid fees over 50% of fee value
Second half of course	Full fee	No refund available

Students on commercial courses

The following fee liability and refund eligibility schedule applies to all students on commercial courses

Cancellation Point	Fee Payer's Liability	Fee Payer's Eligibility
Before course start date	Full fee <i>Ability to transfer payment to another start date for the course within two year period</i>	No refund of any prepaid fees except where B&FC cancels the course
Once course starts	Full fee	

Further details regarding liability points and refunds can be found in the [Refund Policy](#) on **B&FC's** website

- 4.8 **B&FC** will not increase your **Tuition Fee** for the duration of your programme of study.

5. YOUR PROGRAMME AND OTHER EDUCATIONAL MATTERS (INCLUDING CHANGES TO PROGRAMMES)

- 5.1 **The B&FC** website contains an overview of **B&FC** and the **Programmes** it offers at the time of publication. **Programmes** are subject to review and development on an ongoing basis and changes may sometimes be necessary, for example, to ensure that **Programme** content is up to date and relevant or to comply with the requirements of professional, or accrediting bodies or as a result of student feedback or external examiner reports.
B&FC will normally only make changes where it considers it necessary to do so or in the best interests of students, but occasionally may have to make changes for reasons outside of **B&FC's** control.
- 5.2 **B&FC** reserves the right to cease to continue to offer any **Programme** in accordance with the remaining provisions of this condition. **B&FC** is obliged to continue to deliver educational services and facilities for the duration of an existing programme of study.

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- 5.3 A list of the core and optional modules that may be available for your **Programme** is in the course information on **B&FC's** website and in the student handbook you are provided with when you complete your enrolment.
B&FC cannot guarantee that a module that does not form part of the core requirements of your programme of study will always run or be available to all students. These modules may be restricted by limits on timetabling, staffing or facilities, the number of places on the module or pre-requisite study requirements.
- 5.4 In return for the **Tuition Fee**, **B&FC** provides you with educational services and facilities to enable you to access the **Programme** and will give you access to reasonable support to help you learn. You agree to play a full and active role in progressing your studies at **B&FC** and to meet the standards of behaviour and personal responsibility expected of **B&FC** students.
- 5.5 **B&FC** will normally only make changes if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources. However, **B&FC** will seek to minimise the impact of any changes on students and any detrimental impact on the student experience by notifying you of any changes and obtaining your express consent to those changes.
- 5.6 Examples of changes that should not have a detrimental impact and therefore do not require prior notice are:
- keeping Programme content and delivery up to date and relevant.** **B&FC** may need to make technical adjustments to reflect developments in academic teaching, research and/or professional standards/requirements or to address external examiner or student feedback. **B&FC** may also need to adjust aspects of the curriculum to ensure it is current and reflects developments in the subject area.
 - change as a result of a programme review.** **B&FC** regularly formally reviews all of its taught provision in line with national, professional body and regulatory requirements. This ensures the design, academic standards and quality of learning opportunities of **Programmes** remain appropriate to the awards to which they lead and are informed by reference to **B&FC's** regulations and policies, national benchmarks, relevant professional and employment demands.
Programme review may result in changes to a **Programme** to enhance its quality.
 - reflecting external change.** **B&FC** may amend a **Programme** to reflect changes in relevant laws or statutory, regulatory and/or professional body requirements and/or the way in which higher education is regulated.
In making any such changes, **B&FC** will try to keep the changes to the minimum necessary to achieve the required change and will normally notify and/or consult (depending on the nature of the change) affected students in advance.



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- 5.7 If **B&FC** considers a significant change to be necessary for reasons such as, but not limited to;
- changes to the award or programme title,
 - the availability or discontinuance of a core part of the programme,
 - change to the type of assessment for your programme, change of location, change of modules, we will take reasonable steps to obtain your consent (including where you are an applicant who has accepted an offer and may be directly affected by the change) and will inform you if that change is implemented.

If you did not consent to the change and the **B&FC's** implementation of the change causes you exceptional detriment or hardship, **B&FC** will work with you to try to reduce the adverse effect on you or find an appropriate solution. If you did not consent to the changes and remain dissatisfied with them, you will be offered the opportunity to withdraw from the **Programme** and, if required, reasonable support to transfer to another provider.

- 5.8 If **B&FC's** delivery of your **Programme** is disrupted by circumstances beyond its control, **B&FC** will provide you with as much notice as practicable and will take all reasonable steps to minimise any resultant disruption. For example, by delivering a modified version or offering affected students the chance to move to another **Programme** or institution. To the fullest extent it is possible under the general law **B&FC** excludes liability for any loss and/or damage suffered as a result of such circumstances. Examples of such circumstances include acts of terrorism or a security threat; pandemics or other public health incident, unavoidable damage or interruption to buildings, facilities or equipment; severe weather conditions or the acts of any governmental or local authority.

- 5.9 If **B&FC** reviews a **Programme** and then decides to close it for future intakes, it will make sure that appropriate arrangements are in place until current students have completed the **Programme**. **B&FC** will also manage and maintain academic quality and standards and provide appropriate learning opportunities.

- 5.10 If **B&FC** withdraws a **Programme** that you have accepted an offer on because the numbers recruited are not considered to be sufficient to satisfy a meaningful student experience, **B&FC** will notify you of a withdrawal of Programme within a reasonable timescales. **B&FC** will use reasonable endeavours to offer you an alternative arrangement such as a place on a different **Programme** or with an **alternative provider** and where applicable refund your **Tuition Fee** (if already paid) and any associated **Tuition Fee** deposit.

- 5.11 Further Details concerning the range of risks to the continuation of study can found in our [Student Protection Plan](#). Institutional arrangements for students to transfer between institutions, including arrangements for students transferring into and from **B&FC** can be found in our [Student Transfer Plan](#), which are available on the **B&FC** website page [Office for Students](#).



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6. YOUR PERSONAL DATA

B&FC takes its data protection responsibilities very seriously and complies with the Information Commissioner's Office (ICO) requirements under GDPR. This includes being registered with the ICO as a data controller (Registration No. Z4700416). **B&FC's** entry on the register are on the [ICO's website](#).

B&FC's fair processing notice explains the types of personal data and special personal data which we hold, access and process, why we do that and our legal basis for doing so. It also explains how we protect your personal data, how long we retain it and your rights in relation to it. Our fair processing notice is accessible via [B&FC's Privacy Policy](#). The fair processing notice does not form part of these terms and conditions and may be amended by us from time to time.

6.1 By enrolling, you should be aware:

- a) That **B&FC** will need to hold, access and/or process personal data and special personal data (**Information**) relating to you in accordance with **B&FC's** fair processing notice;
- b) That you will be responsible for accurately maintaining your **Information** whilst a registered student of **B&FC** (e.g., up to date and accurate contact information) by using the accepted **B&FC** systems from time to time in place. Students retain the right to rectify their information by informing student administration.
- c) Following graduation, **B&FC** may request your consent under a separate agreement to continue to store your **Information** (including telephone number, email and postal address data), for a maximum of three years so that it can share news and updates, promote benefits, services, events and reunions and keep you informed of its fundraising programmes which may involve telephone fundraising.

6.2 You have a right of access to **Information** held about you by **B&FC**. If you wish to access such information you should write to B&FC's Chief Information Officer by post or e-mail: datarequest@blackpool.ac.uk



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7. INTELLECTUAL PROPERTY

- 7.1 Intellectual Property (“**IP**”) means any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.
- 7.2 **IP** you create during your studies or research will normally belong to you unless:
- you receive a bursary from, or have your fees paid or subsidised by a third party, such as a sponsor, in which case **IP** ownership will be determined by the terms of the arrangement between you, **B&FC** and your sponsor;
 - you generate **IP** which builds upon existing **IP** generated by **B&FC** or is jointly invented with **B&FC** employees or associates in which case you will be required to assign such **IP** to **B&FC** and will be entitled to a share of any revenue generated by that **IP** in accordance with the **B&FC**’s policy;
 - you generate **IP** which builds upon existing **IP** owned by a third party or is jointly invented with third party and/or **B&FC** employees or associates, in which case you will be required to assign such **IP** to the third party or **B&FC** and will be entitled to a share of any revenue generated by that **IP** in accordance with the **B&FC**’s policy from time to time; or
 - you are an employee of **B&FC** and developed the **IP** in that capacity.
- 7.3 If during the course of your studies or research you have access to confidential information belonging to **B&FC** or a third party, you agree that you will only use that confidential information in connection with your studies or research.
The use of such confidential information will be and the terms and conditions as have been agreed and notified to you.
You will not, without the prior consent of **B&FC** or the third party to whom it belongs, disclose such confidential information.



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8. COMPLAINTS

If you want to complain about your **Programme** or the facilities and services provided by **B&FC** you should do so under the [Compliments, Complaints and Feedback Procedure](#) available on the B&FC website.

9. IMMIGRATION AND VISA REQUIREMENTS

If you are from a country that is or becomes subject to UK immigration control, you may need permission to study in the UK. You will need to provide B&FC with evidence before you commence your course that confirms your immigration status as part of our Right to Study check.

If you require a student visa to study in the UK, B&FC must agree to sponsor you before you apply. You are not permitted to use an existing student visa from another institution.

You are responsible for complying with any conditions that apply to your student visa. This includes but is not limited to requirements for attendance. If you fail to comply with any immigration conditions, B&FC will be obliged to report this to UK Visas and Immigration (UKVI) in accordance with B&FC's own obligations to UKVI as your sponsor.

If you hold limited leave to remain which is due to expire during your course, you will be required to provide evidence to B&FC that you have obtained further leave to remain.

In some cases, B&FC will seek your written permission to contact UKVI to obtain a Right to Study check.

If you fail to provide any such evidence within a reasonable timeframe, B&FC reserve the right to withdraw you from your course.

Further information about applying for VISAs, sponsorship and conditions of stay is accessible via the [Government's Visa and Immigration webpages](#).



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10. OTHER CONTRACTUAL ARRANGEMENTS

You may have other contractual arrangements with **B&FC**, such as accommodation or other non-educational services that you use while you are a student. These terms and conditions may not apply to those arrangements. These will be covered by separate agreements and contractual terms. Within the scope of alignment of contracts, the termination of this contract will also result in the termination of other B&FC arrangements including but not limited to B&FC accommodation services.

You may also have other contractual arrangements with other organisations, such as a sponsor or funder, the Student Loans Company, accommodation providers or others. You must make sure that you understand these separate arrangements.

11. CANCELLATION RIGHTS

- 11.1 You can cancel your contract with **B&FC** within 14 days from the date of your enrolment without giving any reason by making a clear statement by letter sent by post, completion of the cancellation form or by email to studentadmin@blackpool.ac.uk
- 11.2 If you cancel your contract as described above, a **Tuition Fee** will not be incurred and **B&FC** will reimburse all payments received from you in respect of the cancelled contract before the end of the cancellation period. Reimbursement will be made without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment unless you have agreed otherwise and you will not incur any fees as a result of the reimbursement.

12. TERMINATION RIGHTS

- 12.1 B&FC can invoke termination rights for unsuitable criminal convictions, academic failure, serious student misconduct and appropriateness for study.
- 12.2 If the student does not satisfy the procedures, under 10.1 B&FC can apply termination rights and terminate the contract.
- 12.3 In the event of a student enrolling on a Programme of Study who does not attend or does not meet their obligations under 11.1, the student will be liable under the [Higher Education Fee Policy](#) and [Student Debt Policy and Procedure](#) this will result in their automatic withdrawal from their programme of study.



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13. THIRD PARTY RIGHTS

No third party has any rights to enforce any of these Terms or any term of your student contract.

14. LAW AND JURISDICTION

English law governs these terms and conditions and the Courts of England have exclusive jurisdiction.

15. CHANGES TO POLICIES, REGULATIONS, CODES AND OTHER INFORMATION

B&FC may need to make changes to the other information it has given you, such as the policies and regulations, but will normally only make such changes if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as changes to legislation or regulatory requirements, but **B&FC** will seek to minimise the impact of any changes on students and any detrimental impact on student experience.

You agree that **B&FC** may make such changes to mandatory information.

Any changes to this information requires the express consent of the student. The imposition of variations must be fair, and students should be given reasonable notice.



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CANCELLATION FORM

I hereby give notice that I cancel my contract for the supply of the following service: Contract for the supply of education services at Blackpool and The Fylde College for

.....
(Course) Date of Acceptance of Offer:

Name of Student: Address of Student:

Signature of Student:

(Not required if submitting form electronically)

Student Number: Date of Cancellation:

Send your form to:

Admissions
Blackpool & The Fylde College Ashfield Road
Bispham Blackpool FY2 0HB
United Kingdom

Or email: admissions@blackpool.ac.uk



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APPENDIX

[The following documents are available on the B&FC website:](#)

- Tuition Fee Payment Policy
- Student Debt Policy
- Refund Policy
- B&FC Taught Award Regulations: Part A Academic Regulations
- B&FC Taught Award Regulations: Part B1 - Personal Mitigating Circumstances and Interruption of Study Procedure and forms
- B&FC Taught Award Regulations: Part B3 - Academic Malpractice and Misconduct Procedure and Report
- B&FC Taught Award Regulations: Part B4 - Course Design and Development
- B&FC Taught Award Regulations: Part B5 - External Examiner Procedure
- B&FC Taught Award Regulations: Part B6 - Assessment and Feedback
- B&FC Taught Award Regulations: Part B7 - Board of Examiners
- B&FC Taught Award Regulations: Part B8 - Recognition of Prior Learning (RPL) Procedure
- B&FC Taught Award Regulations: Part B9 - Academic Appeals and form
- B&FC Taught Award Regulations: Part B12 - Monitoring and Evaluation
- Student Transfer Plan
- Student Protection Plan
- Compliments, Complaints and Feedback Policy
- Compliments, Complaints and Feedback Procedure
- Fair Processing Notice



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CONTACT INFORMATION

For queries relating to these terms and conditions

ADMISSIONS

**BLACKPOOL & THE FYLDE COLLEGE ASHFIELD ROAD
BISPHAM BLACKPOOL FY2 0HB
UNITED KINGDOM**

Copies and alternative formats may be obtained from Admissions on request admissions@blackpool.ac.uk

General queries or information:

T 01253 504 322

E ADMISSIONS@BLACKPOOL.AC.UK

VISIT BLACKPOOL.AC.UK



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