

These Terms and Conditions of Study will apply to all Students, unless otherwise agreed in writing.

No person shall be deemed to be an enrolled Student unless:

1 DEFINITIONS

1.1 In these Terms and Conditions of study, the following words shall have the following meanings:

“**College**” means North East Scotland College, a body corporate constituted by and acting under the Further and Higher Education (Scotland) Act 1992 and a registered Scottish Charity (No. SC021174) having its administrative offices at the Aberdeen City Campus, Gallowgate, Aberdeen, AB25 1BN;

“**Course**” means the course or programme of study to be undertaken by the Student as identified on their application form and agreed to be provided;

“**EMA**” means education maintenance allowance;

“**Fees**” means all fees owing to the College pursuant to these Terms and Conditions including, without limitation, all tuition fees, Course material charges, examination and registration fees notified to the Student prior to enrolment at the College;

“**IT Facilities**” means the physical and online IT facilities provided by the College including without limitation hardware computers, laptops and copiers, StudentNet, Blackboard (the College’s virtual learning environment) and internal email accounts;

“**Sponsor**” means any third party who has agreed with the Student and the College to pay any part or all of the Fees owed by such Student including, without limitation, the Student Awards Agency for Scotland, Skills Development Scotland, Local Authority / Central Government Schedule, employers and training boards or agencies;

“**Student**” means the individual whose application for study or enrolment on the Course has been accepted by the College;

“**Terms and Conditions**” means these terms and conditions of study including all published College policies, codes and regulations referred to herein or otherwise provided to the Student, as may be amended or updated from time to time and “**Condition**” shall be construed accordingly;

“**Working Days**” means any day from Monday to Friday inclusive (excluding all public, statutory, local and bank holidays in Scotland).

2 ENROLMENT

2.1 Every Student of the College, whether full-time, part-time, self-study or otherwise, must enrol for each Course and pay the Fees appropriate for their Course at the College.

2.1.1 they have completed and signed a College enrolment form; and

2.1.2 they have agreed to meet the liability for any applicable Fees, where a Sponsor does not meet this liability on their behalf.

2.2 In signing the enrolment form the Student undertakes to observe these Terms and Conditions and all published Policies, Codes and Regulations of the College and consents to the College obtaining, recording, holding or otherwise processing personal data including data of a sensitive nature. Students are responsible for informing the College of any changes to the information provided on enrolment. If you are reviewing these terms online, the College Policies, Codes and Regulations referred to in these Terms and Conditions can be found at <http://www.nescol.ac.uk/about/policies>. All College Policies, Codes and Regulations are also available from the Information and Booking Centre or on request.

3 SCOPE OF TERMS AND CONDITIONS

3.1 For the avoidance of doubt, these Terms and Conditions apply to all Students, regardless of whether they are enrolled at the College on a full time, part time, self-study, work placement, off-campus, modern apprenticeship or school-link basis and shall be interpreted for each basis of study accordingly.

4 INTERNATIONAL STUDENTS (OUTSIDE EEA)

4.1 The College is a UK Visas and Immigration registered sponsor for Tier 4 study visas and is able to offer Courses to individuals from outside the European Economic Area. All course fees are payable prior to any visa documentation being released.

4.2 Most Courses require Students to be reasonably fluent in spoken and written English. International Students are required to provide evidence of fluency if this is required for their Course. The College accepts most internationally recognised English fluency exams to satisfy this requirement.

4.3 International Students are expected to arrange the necessary visas, travel and accommodation required for them to study at the College. Guidance and information on this can be provided by the College’s Student Services office.

4.4 It is of vital importance that the College holds up to date contact details for all International Students. International Students must ensure that the College is notified of any change in their contact details.

4.5 All fees are payable prior to the course start date.

5 SELF-STUDY STUDENTS

5.1 The College offers self-study Courses which are provided online and require minimal to no on-campus class time. Accordingly, the Absence and Attendance and Punctuality provisions at Conditions 19 and 20 respectively are not relevant to self-study Students.

5.2 Self-study Students will be responsible for arranging their own internet access in order to access the College's online IT Facilities, Course materials and, if applicable, for submitting any Course assessments online.

5.3 In addition to any Fees payable for self-study Courses, Students will be responsible for any associated costs, such as IT hardware, broadband connection and travelling to campus for any assessments or examinations (if applicable).

6 SCHOOL-LINKS

6.1 The College works in partnership with local education authorities in Aberdeen City and Aberdeenshire to allow school pupils in S4, S5 and S6 access to certain Courses.

6.2 Schools shall be responsible for the actions and behaviour of their pupils when using the College's facilities and attending classes. The College expects pupils to adhere to the same policies, codes and regulations that are applicable to all other Students unless explicitly stated otherwise, and are referred to and incorporated into these Terms and Conditions.

6.3 Schools are responsible for all travel arrangements for pupils to attend school-links Courses.

6.4 Pupils shall be responsible for the cost of any uniform, protective clothing or other equipment required for any school-links Courses.

6.5 Schools are responsible for the implementation of disciplinary action procedures for School Links pupils, although the College reserves the right to require the withdrawal of a pupil determined to be unsuitable for a School Links course by virtue of maturity or poor behaviour, as per the College's School Pupils Code of Commitment.

6.6 Absences for students on School Links Programmes will also be reported to the individual schools for possible further action as per individual school procedures.

6.7 The College retains the right to suspend or terminate the enrolment of any pupil on any school-links Course for any breach of these Terms and Conditions.

7 WORK COMMITMENT

7.1 Students enrolling on Courses at the College are entering into an agreement with the College to further their education and training. Students are expected to take full advantage of the opportunities for learning and study.

7.2 The Students Code of Commitment sets out what the College expects from Students. Hard copies are available from the Information & Booking Centre.

8 CLIENTS' CHARTER

8.1 The Clients' Charter offers clients of the College a statement of the quality of service they can expect from the College as a right. Hard copies are distributed at induction, but may be obtained from the Information & Booking Centre.

9 SUGGESTIONS AND COMPLAINTS PROCEDURE

9.1 The College is committed to ensuring that all clients and customers receive the best possible service and is anxious to respond to any problems quickly and remedy any defect as soon as possible. Complaints will be answered within either 5 or 20 working days of receipt, depending on the complexity of the investigation required and in accordance with SPSO requirements. Complainants will receive a questionnaire after an interval of 3 weeks following closure of the complaint to establish satisfaction with the complaints process.

9.2 Suggestions and complaint forms are readily available in reception areas in all the College centres. Suggestions and complaints can also be submitted through a feedback facility on the College's website <http://www.nescol.ac.uk/feedback>

10 COURSE CONTENT

10.1 Students should satisfy themselves from reading the available information that the particular Course they have chosen meets their requirements before applying for and enrolling in any Course.

10.2 For the avoidance of doubt, any descriptive information about Courses issued by the College including, without limitation, any Course catalogues, brochures or prospectus are for guidance only and shall not form part of these Terms and Conditions or any agreement between Students and the College.

11 CANCELLING OR CHANGING CONTENTS OF COURSES

11.1 The College reserves the right not to run Courses where the number of Students is considered insufficient or where resources are unavailable or to change the contents of a Course where it is considered appropriate by the College to do so. Where numbers of Students dictate, Courses may be amalgamated so that they may comprise a number of subjects, including parts of the Student's chosen Course and parts of other related Courses.

11.2 In the event that a Course is cancelled or changed after payment of Fees has been made, the College shall offer Students a suitable alternative Course or a refund of Fees.

12 LIMITATION OF ADMISSION TO COURSES

- 12.1 The College reserves the right to refuse admission to any Course because of restricted availability of facilities due to accommodation or teaching requirements or for any other reason at the College's sole discretion.
- 12.2 All admission to Courses is at the sole discretion of the College.
- 13 **FEES**
- 13.1 All Fees are payable on booking. Details of methods of payment can be obtained from the Information and Booking Centre. Students who do not meet their obligation to pay Fees at the commencement of their Course may incur interest charges on the Fees outstanding at a rate determined annually by the College. Fees for students that do not meet the residency criteria, which may include students resident in the rest of the UK (outwith Scotland) or those normally resident out with the EEA are payable prior to the course start date. Further information is available from the College Student Services Team.
- 13.2 The College may, at its sole discretion, allow payment of Fees to be made in instalments.
- 13.3 Liability for Fees is incurred at booking, and the College reserves the right to suspend any Student who has not paid or arranged, to the satisfaction of the College, payment of Fees within a reasonable time.
- 13.4 Students and their Sponsors shall be jointly and severally liable for payment of the Fees and the College reserves the right to pursue either the Student or any of its Sponsors, or both, for any arrears of Fees.
- 13.5 Students are referred to the College's policy on Course Fees for more information regarding their entitlement to a refund in the event they decide to cancel or otherwise terminate their enrolment at the College.
- 13.6 No person shall be permitted to enrol as a Student of the College or receive any qualification conferred by the College, unless all, if any, arrears of Fees and any other sums due to the College are paid in full or arrangements for the payment of Fees have been made to the satisfaction of the College.
- 14 **FINANCIAL MATTERS**
- 14.1 Studying at the College may cause Students to incur different costs, for example, Fees, Course materials, books and equipment costs, accommodation costs, childcare fees, photocopying fees, travel expenses and daily living expenses.
- 14.2 Students are required to supply their own stationery and materials. Details of specialist materials / equipment will be supplied before the commencement of the Course.
- 14.3 Via the North East Scotland College Student Services, student advisors can give Students confidential pre-entry guidance including information on financial matters.
- Appointments can be made through the Student Services Reception.
- 14.4 Students are also referred to the series of booklets, Funding Your Studies, which are available from Student Services and the information available on the College's website.
- 15 **DISCIPLINARY CODE**
- 15.1 All Students should be aware of the Students' Disciplinary Code, hard copies of which are also available from Student Services.
- 15.2 Disciplinary action against Students is limited to breach of, or failure to comply with, these Terms and Conditions (including the College's published policies and regulations which includes, without limitation, the Students' Disciplinary Code) or conduct which adversely affects the College's pursuit of its objectives or which infringes the rights of others.
- 15.3 The Students' Disciplinary Code sets out what is considered unacceptable (although the list is not exhaustive) and procedures for disciplinary action.
- 15.4 The employees of the College and those of its contractors or other third party suppliers have the right to work in an environment which is free from any form of harassment, intimidation or abuse whether actual or threatened, physical or verbal. The College has a zero tolerance policy against the abuse of such employees or contractors and Students are reminded that any such conduct constitutes unacceptable behaviour and will result in disciplinary action which may, in turn, lead to your suspension or dismissal from the College.
- 16 **EQUAL OPPORTUNITIES**
- 16.1 North East Scotland College is committed to advancing equality of opportunity for all students and staff in all aspects of College life to ensure that no one is discriminated against on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (known collectively as the protected characteristics applicable to the College).
- 16.2 In becoming a member of the College community, students are expected to observe and adhere to the College's Equality and Diversity Policy.
- 17 **ADDITIONAL LEARNING/SUPPORT NEEDS**
- 17.1 North East Scotland College is committed to ensuring that people with additional needs and disabilities are not substantially disadvantaged.
- 17.2 Applicants/students who think they may require additional support in College are encouraged to contact the Learning Development Team at an early stage to allow us to consider how best they can be supported should they be accepted onto a College course.

18 **ACADEMIC HONESTY AND PLAGIARISM**

18.1 The work submitted by any Student for assessment should be the individual work of that Student, except where group submissions are permitted.

18.2 None of the following are acceptable and may result in disciplinary action:

- cheating in assessments;
- assisting others to cheat;
- using any materials (including notes) not permitted in an assessment;
- undertaking an assessment for someone else;
- plagiarism; and
- colluding with another person to prepare an assessment which should be solely the work of an individual.

As mentioned at Condition 15.1, a copy of the Students' Disciplinary Code is available from Learner Services.

18.3 The College makes use (under licence) of an electronic similarity detection product/ service. Students are required to submit (or agree to the submission of) their work to this service as a condition of study at the College. For more information, please see the College's Assessment & Verification Policy.

19 **ABSENCE**

19.1 Leave of absence from classes will not normally be granted. Any such requests should be made to the relevant sector or department manager. If leave of absence is not granted but still taken, this will be counted as an unauthorised absence.

19.2 Any absence due to illness should be notified to the appropriate guidance tutor as soon as possible using the agreed procedure for this.

19.3 Any absence due to illness of more than five Working Days is required to be certified in the normal manner by a medical practitioner and the certificate passed to the appropriate guidance tutor on return to College.

19.4 Any absence of five Working Days or less may be self-certified through the Absence Notification Form. These forms are available from guidance tutors or Learner Services and should be passed to the guidance tutor on return to College.

19.5 If the Student receives an EMA, they will be required to send a signed copy of their Absence Notification Form to the Student Funding department. Please note that

submission of an Absence Notification Form on its own does not mean that EMA, bursary or hardship payments will automatically be continued to be paid. These payments will only be made in exceptional circumstances where attendance falls below the accepted level (currently 100%).

19.6 Absences at the time of examinations or assessments must be immediately explained in writing or by a medical certificate to the appropriate guidance tutor.

20 **ATTENDANCE AND PUNCTUALITY**

20.1 Students must be punctual and, furthermore, attendance at the College and where applicable, on placements, must be sufficient to fulfil the requirements of the Course concerned. Poor attendance may have implications for a Student's continuance on a Course and receipt of EMA, grants, bursaries or hardship payments. Except where absence is authorised in exceptional circumstances, 100% attendance is expected from Students. Attendance and absences are recorded on computerised registers which are kept for all classes. Students should be aware that it is the practice of the College to send a notification of absence and appointment request to the Student's contact address following an unexplained absence. The College may contact you by electronic means (e.g. email and text) in connection with your Course.

21 **PROGRESSION**

21.1 On Courses of more than one year duration, progression to the next year of the Course is dependent on satisfactory performance in the previous year.

22 **THE LEARNING/WORKING ENVIRONMENT**

22.1 The College operates a no-smoking policy and smoking is strictly prohibited in College buildings and within the immediate outside vicinity of College buildings including doorways. Students are required to comply with the no-smoking policy.

22.2 A variety of clearly labelled bins for all waste types generated within the College are placed strategically throughout College premises. All students have an obligation to segregate their waste and dispose of it correctly. The segregation of waste extends to all areas within the College including classrooms and workshop areas. Students are requested to assist in ensuring all waste types are disposed of in appropriate bins in order to maintain a safe and healthy working environment.

22.3 All students have an obligation to engage in the sustainability commitments of the College by acknowledging their individual responsibility to use College resources responsibly to minimise overall environmental impact.

22.4 Students are expected to contribute to the maintenance of a suitable physical learning environment by treating all College buildings and property with due care and respect.

23 **INSURANCE**

23.1 No insurance cover is held by the College to provide automatic compensation to Students in the event of loss or damage to property, personal accident, injury or death. It is the responsibility of each Student to insure for personal accident cover, if felt appropriate.

23.2 The College does hold third party liability insurance which indemnifies the College with respect to claims from third parties, including Students, who have suffered injury, illness, loss or damage arising from the negligence of the College or its employees.

24 **SAFETY AND HEALTH**

24.1 All users of the College and its facilities share a responsibility for safety and therefore there is a need for students:

24.1.1 to take personal responsibility for the safety and health of themselves and others;

24.1.2 to observe safe standards of behaviour, dress, protective clothing and footwear as required;

24.1.3 to familiarise themselves with the safety requirements of their Course; and

24.1.4 not to interfere with equipment or materials provided to promote safety and health.

24.2 All fire regulations and instructions must be complied with fully. Students should familiarise themselves with the details found on notices and instructions situated on College premises.

24.3 Any Student wilfully misusing, neglecting, damaging or interfering with devices provided for fire protection and safety and health will be liable to disciplinary action.

25 **MEDICAL MATTERS**

25.1 Students are responsible for monitoring their own health and particular medical conditions and for the supply, storage and administering of any medication they may require.

26 **ALCOHOL, DRUGS AND SUBSTANCE MISUSE**

26.1 The College encourages the health and wellbeing of all Students and wishes to minimise problems arising from the misuse of alcohol and drugs. The College will offer guidance and support to any Students known to have an alcohol or drug related problem and assist them to seek appropriate help. However the College will report to the police all incidents involving the supply or taking of illegal substances on its premises, as required by the Misuse of Drugs Act 1971.

27 **IT FACILITIES, USAGE AND MONITORING OF INTERNET ACCESS AND E-MAILS**

27.1 The College provides IT Facilities for Students to use to assist and enable their study for Courses. Students are required to use IT Facilities in accordance with the College's Acceptable Use Policy.

27.2 The College does not guarantee that IT Facilities will be available at any time, or that any use of IT Facilities will be uninterrupted or error free. The College shall not be liable or responsible for any direct or indirect loss incurred in connection with the use or availability of the IT Facilities.

27.3 Users of College IT Facilities must only access sites which are suitable as educational resources. In particular, sites containing any defamatory, inflammatory, discriminatory, obscene or pornographic material must not be accessed. Access to any such sites may lead to disciplinary action being taken.

27.4 The College reserves the right to monitor and check, at any time, all e-mail and internet traffic arising from the use of the IT Facilities to ensure that all Students are adhering to the Acceptable Use Policy. By accepting these Terms and Conditions, including without limitation the Acceptable Use Policy referred to in Condition 27.1, all Students agree and consent to the monitoring of all e-mail and internet traffic generated by them.

28 **COPYRIGHT**

28.1 Except to the extent authorised in the Copyright Policy for Students or by the author of the material, the copying of materials of any nature whether literary, artistic or musical in connection with College business, College premises or through the use of College equipment is strictly prohibited.

29 **OWNERSHIP AND INTELLECTUAL PROPERTY**

29.1 All Students are required to comply with the Intellectual Property Policy, hard copies of which are available from the Information & Booking Centre.

29.2 Any intellectual property rights arising in connection with any work produced by a Student while they are enrolled at the College shall be owned by the Student.

29.3 The Student grants to the College a non-exclusive, royalty-free, irrevocable licence in respect of any intellectual property rights created by the Student while they are enrolled at College for the purposes of educational and promotional use, including websites and other online media, academic publications, exhibition catalogues, posters, leaflets and prospectuses, including the right to sub-licence images for educational and promotional use. Any reproduction by the College intended for commercial purposes will be subject to an individual licence to be negotiated with the Student.

29.4 Students undertake to indemnify the College from all costs, actions or liabilities whatsoever that may arise from the College's use of their intellectual property rights created under the licence granted at Condition 29.3.

30 CONFIDENTIALITY OBLIGATIONS

30.1 Students may have access to information of a proprietary or confidential nature held by the College. All such information is to be treated as confidential by the Student and should not be discussed or disclosed, except as may be agreed between the College and the Student. Students are forbidden from seeking to access confidential information which is not directly required for their Course.

31 DATA PROTECTION

31.1 Students are referred to the College Data Protection Policy, hard copies of which are also available from the Information & Booking Centre.

31.2 The College takes its responsibilities under the Data Protection Act 1998 seriously and respects the privacy of its Students and staff. The College adopts such measures as it deems reasonable, from time to time, to ensure that all personal data is processed in accordance with the Data Protection Act 1998.

31.3 Any Student may apply for a copy of their information held by the College (they may be charged a small fee), or to have corrections and amendments made to their information at any time. It is the responsibility of each Student to ensure that the information held by the College about them is accurate and up to date.

32 ENTIRE TERMS AND CONDITIONS OF STUDY

32.1 These Terms and Conditions, together with the College's policies, codes and regulations referred to and incorporated herein, represent the entire agreement between the College and the Student and supersede any previous terms, policies, regulations and codes whatsoever.

32.2 These Terms and Conditions are correct at the time of going to print, but anyone wishing to ensure they have up to date information should check the College web site.

33 CHANGES TO TERMS AND CONDITIONS

33.1 The College reserves the right to update or amend these Terms and Conditions, or any of the College policies, codes or regulations incorporated and referred to herein, at any time without notice.

33.2 Students are encouraged to regularly check the College website or contact the Information & Booking Centre for the latest version of these Terms and Conditions.

34 SEVERABILITY

34.1 If and in so far as any part or provision of these Terms and Conditions is void or unenforceable, it shall be deemed not to be or never to have been or formed a part of these Terms and Conditions and the remaining provisions of the Terms and Conditions shall continue in full force and effect.

35 WAIVER

35.1 The failure of the College to exercise or enforce any right conferred on it or to pursue any breach of these Terms and Conditions (and any of the College's policies incorporated herein) shall not be deemed to be a waiver of any such right or operate to bar the further exercise or enforcement of any such rights at any time.

36 THIRD PARTY RIGHTS

36.1 Save to the extent expressly set out herein, these Terms and Conditions are not intended to nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.

37 GOVERNING LAW AND JURISDICTION

37.1 These Terms and Conditions shall be governed by and construed in accordance with Scots law.

37.2 Any disputes or complaints relating to these Terms and Conditions which cannot be resolved through internal College procedures referred to in Condition 9 shall be heard in the Scottish courts, which shall have exclusive jurisdiction to settle any dispute or claim arising from these Terms and Conditions.

General enquiries and correspondence should be addressed to:

Vice Principal (Business Services)
North East Scotland College
Aberdeen City Campus
Gallowgate
Aberdeen
AB25 1BN

Copies of all policies referred to in this document are available free of charge on the College Web site or from the Information and Booking Centre, North East Scotland College, Aberdeen City Campus, Gallowgate, Aberdeen AB25 1BN which is located in the main entrance of the College, Gallowgate Centre.

There is also a 24 hour answering facility. Telephone: 0300 330 5550 (main switchboard) Fax: (01224) 612001 Email: enquiry@nescol.ac.uk Internet: <http://www.nescol.ac.uk>

The information contained in this document, particularly relating to College policies, codes and regulations, courses and fees was correct at the time of going to print but it is subject to alteration without notice. Anyone wishing to confirm any of the information should write to the enquiry address or check the College Web site which is regularly updated.