West Thames College

Higher Education Terms and Conditions 2026-27

Introduction

This document outlines the terms and conditions for students enrolled in higher education courses at West Thames College. These terms and conditions are designed to comply with the regulations set by the Office for Students (OfS) and provide a clear framework for the relationship between the college and its students.

The following Contract constitutes the terms and conditions of study in 2026-27 on Higher Education Pearson HN-flex unitised programme offered by West Thames College (the College)

West Thames College is committed to providing a high-quality education to all students. By enrolling in a higher education programme, students agree to these terms and conditions, which are designed to ensure clarity, fairness, and compliance with OfS regulations. For any questions or further information please speak to a member of the College Information Centre Team

1. Admission and Enrolment

1. **Admission Criteria**
   - Admission to higher education programmes is based on academic qualifications, personal statements, references, and, where applicable interviews.
   - Contextual admissions may be applied to ensure fair access for students from diverse backgrounds and abilities.
2. **Enrolment Process**
   - Students are required to formally enrol with the College. This consists of providing formal identification documentation to the College.
   - Students must complete the enrolment process, including the submission of required documentation and payment of any applicable fees within 6 weeks of starting their course.
   - By enrolling, students agree to abide by the College's policies and regulations. The College reserves the right to refuse to enrol the student and withdraw the student from his/her programme (without liability).
   - All international students who require immigration permission to study in the UK must present a valid UK visa or equivalent to the College before completing enrolment. This visa should normally cover the full length of the student's course of study. If the visa expires before the expected course end date, a new visa must be provided before the expiry date. If the student does not provide valid visa documentation (where applicable) to cover the full study period their enrolment and this Contract may be cancelled by the College. In such circumstances the student may be liable for a refund as per the College's Fees Policy.

3. Fees and Payment

The College's approach to fees and refunds is set out in the Fees Policy which is published on the College website. The College reserves the right to amend the Fees Policy from time to time, including an annual update, subject to reasonable notice being given to students of any material changes.

1. **Tuition Fees**
    - Tuition fees are set annually and published on the College's website. Tuition fees cover teaching, assessment, and access to facilities and resources.
2. **Payment Terms**
    - Fees can be paid through a loan obtained through the Student Loan Company (SLC) or in full through personal or employer's funds, or through an agreed instalment plan.
3. **Student Debtors**
    - The College reserves the right to cancel this Contract and the enrolment and/or terminate the registration of any student who has failed to pay tuition fees in accordance with the terms of the College's Fees Policy.
    - If at the end of an academic year of any programme, the student has not paid all or part of any outstanding debt, the student will not be allowed to enrol on to any programme for the next academic year, or graduate if they are in their final year.
    - If the student owes fees (other than tuition fees) related to any element of the services (for example, library fines) by the due date, the relevant element (for example, use of the library's borrowing facility) may be withdrawn until the fees have been paid in full.

3. Programme Delivery and Changes

1. **Programme Content and Delivery**
    - The College is committed to delivering programmes as described on our website. However, minor changes may occur to enhance quality or comply with accreditation requirements.
    - Significant changes to programme content, structure, or delivery methods will be communicated to students in advance, with options provided for those affected.
2. **Course Cancellations**
    - In rare cases where a course must be cancelled, the College will make every effort to offer suitable alternatives or provide support for students to transfer to other institutions in line with our Student Protection Plan that is published on our website.

4. Student Responsibilities

1 **Attendance and Participation**

- Students are expected to attend all scheduled classes, tutorials, and assessments and engage actively in their course.
- Persistent non-attendance may lead to disciplinary action or withdrawal from the programme as explained in our attendance policy for Higher Education that is published on our website.

2 **Academic Integrity**

- Students must adhere to the college's academic integrity expectations that prohibit plagiarism, cheating, and other forms of academic misconduct.
- Academic misconduct may result in disciplinary action, including suspension or expulsion.

3 **Conduct**

- Students are expected to behave respectfully and responsibly, in accordance with the college's Standards for Success
- Misconduct may result in disciplinary action.

5. Support and Welfare

1. **Wellbeing and Counselling**
   - Students have access to wellbeing services, including counselling.
2. **Disability Support**
   - The college is committed to providing reasonable adjustments and support for students with disabilities or specific learning needs, disability support can also be accessed through the Disabled Students Allowance via the Student Loan Company.

6. Data Protection

1. **Personal Data**
   - The college collects and processes personal data in accordance with the UK General Data Protection Regulation (GDPR) and The Data Protection Act 2018. Detailed information is provided in the College's Data Protection Policy.
2. **Data Usage**
   - Personal data is used for academic and administrative purposes, including enrolment, assessment, and support services. Data will not be shared with third parties without consent, except as required by law.
   - https://www.west-thames.ac.uk/help-and-support/safeguarding

7. Termination and Withdrawal

1. **Voluntary Withdrawal**
   - Students wishing to withdraw from their course must notify the College and the SLC promptly.

2. **College-Initiated Termination**
    - The college reserves the right to terminate a student's enrolment for reasons including, but not limited to, non-payment of fees, academic failure, or serious misconduct.

8. Changes to Terms and Conditions

1. **Notification**
    - The college may amend these terms and conditions from time to time for the following reasons

        - To comply with any changes in relevant laws and regulatory requirements.
        - To implement legal advice, national guidance or good practice.
        - To provide for new or improved delivery of any programme.
        - To reflect market practice.
        - To make them clearer or more favourable to students.
        - To rectify any error or mistake; or to incorporate existing arrangements or practice.

Students will be notified of any significant changes in advance.

2. **Acceptance**
    - Continued enrolment following notification of changes constitutes acceptance of the updated terms and conditions.

9. Lecture or Lesson Recording

- The College may on occasion record, store and make available to students, video and audio recordings of instances of learning and teaching where the student may be present. In these instances, the College will seek the consent of participating students.

10. Intellectual Property

- The College reserves the right to use any work created by the student in its advertising or promotional activities or teaching.

11.Services, Facilities and Liability

- Use any of the College's IT facilities will be treated as acceptance by the student of the West Thames College e-safety policy and the internet and email acceptable use policy.

- The student's right to access any services or facilities of the College will cease upon termination of the student's enrolment.

- The provision of a facility or service may be subject to an additional charge (separate from the tuition fees). Where this is the case, the

College will make this clear in advance and payment for such service shall be made in accordance with any additional Contract made between the student and the College.

- Whilst the College takes all reasonable care to ensure the safety and security of students, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by the College's negligence. Students are advised to insure personal property against such risk of loss and damage.

- The College shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the College.

- The College shall not be liable for failure to perform any obligations under the contract if such failure is caused by any act or event beyond the College's reasonable control ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to students.

12. Complaints Procedure

If a student has a complaint about the College, the student should follow the College's Complaints Procedures which are available on the College's website

13. General

- The College may transfer its rights and obligations under the Contract to another college or similar organisation and it will always notify the student in writing if this happens, but this will not affect the student's rights or the College's obligations to the students under the Contract.

- The terms of the Contract shall only be enforceable by the student (or potential student as applicant) and the College.

- The Contract constitutes the entire agreement between student (or potential student as applicant) and the College in relation to its subject matter.

- No failure or delay by the College or the student (or potential student as applicant) to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

- The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.