



**BLACKPOOL AND THE FYLDE COLLEGE
TERMS AND CONDITIONS FOR THE PROVISION OF HIGHER
EDUCATION COURSES FOR CONSUMERS**



PERIOD OF THE AGREEMENT

This Agreement shall commence on the date as contracted under enrolment and shall remain in force for the duration of the Term (unless terminated earlier in accordance with the termination provisions of this Agreement) in the first instance.

THE COLLEGE'S OBLIGATIONS

The College will prepare and provide teaching, delivery and assessment materials (such as schemes of work, lesson plans, outline lesson notes and source details, handouts, assessment programmes and assignments and instructions for practical sessions) (the "**Materials**") with respect to the Programmes whether delivered face to face or on an on-line platform as a process of e-learning.

The College will use all reasonable endeavours to have all or part of such Materials finalised in a timely manner to enable it to deliver the Programmes in a timely manner.

The College will update and amend the Materials as may be necessary during the course of the Term in order to ensure that the Materials comply with the College's quality standards.

The College agrees to provide such staff and services that are necessary to fulfil the obligations of the College as specified in this Agreement. These services comprise:

- Nominated staff to liaise with regarding the Programmes.
- Management of the assessment process for the Programmes including the appointment of an external examiner where appropriate.
- The enrolment at the College of Students on the Programmes and the keeping of accurate records.
- The issue of student cards to Students studying on the Programmes covered by this Agreement.

The Programmes shall be delivered on the premises or defined locations of College operations.

CUSTOMER OBLIGATIONS

The customer shall pay to the College the Fees set out in College publications or as agreed at the time of making a course booking in payment for provision of the Programmes by the College.

ADMINISTRATIVE ARRANGEMENTS

The College is solely responsible for obtaining the approval and continuing review of the Programmes.

Students will be students of the College, taught on College Premises or defined locations of College operations.

The College shall ensure that all Students have reasonable access to a copy of the Assessment Requirements appropriate to the Programme and are given a Student Handbook.



The College is responsible for the provision of appropriate academic guidance and pastoral care to all Students.

The College will provide certification for Students who complete the Programmes subject to the requirements detailed herein

ENROLMENT, PAYMENT OF FEES & CANCELLATION

Students will be enrolled as Students of the College by the College. All parties acknowledge that the decision as to whether a person shall be enrolled as a Student is for the College alone. The College reserves the right in its absolute discretion to refuse enrolment and registration of any Student in accordance with its stated admission criteria from time to time.

The College will not enrol Students in circumstances where the customer is unable to provide evidence of the appropriate immigration clearance where required

The College will prepare and provide the Materials in the English language only.

The programme shall be assessed and examined in the English language only.

The customer shall pay the fees in GBP as published and updated by the College annually

The customer shall pay the fees in GBP due to the College in accordance with any timeframe agreed when the booking is confirmed and shall pay promptly without any deduction, withholding or set-off.

Payment prior to course commencement may be made to the College in the following manner:

- Cheque, bankers draft, BACS payment payable to Blackpool and The Fylde College
- Credit or debit card to a maximum fee level of £600 (tel 0044 1253 779123)
- Via direct Bank transfer or direct debit (details on request) Maximum Instalments are 6 by direct debit/ bacs (unless otherwise agreed by Vice principal Finance and Planning) – i.e deposit then 5 instalments 1st month e.g. enrolled in September deposit – 5 instalments starting 01/11/15.
- For the avoidance of doubt, the College does not accept either Travellers Cheques or any cash whatsoever

Should the College Governing Board resolve to implement an increase to the fees, the College will advise the customer accordingly of a proposed increase. These increases will not apply in year of study.

No bookings will be accepted from any customer where the customer is in default of payment for a previously attended course

Where the enrolled student subsequently leaves the employment of the customer either before or during the course, the provisions below shall apply

Where courses are run over more than one year, **the tuition fee shown is for one year only**. Fees for subsequent years are subject to review.

Government rules on funding and benefits may change up to the point of enrolment.

Fees for government supported courses are based on the number of credits studied. If you study a proportion of the total course credits in a year, you will usually pay the equivalent proportion of the total fee in that year. For detailed information, click here.

ANNUAL COST OF GOVERNMENT SUPPORTED COURSES				
Our Higher Education and degree courses cost £7,500* per full time year of undergraduate study (equivalent to 120 credits). If you study less than 120 credits in a year, you may pay less than £7,500 in that year.				
*A discount of £1,500 may be available for B&FC students who progress from our foundation degrees onto one of our top up degrees				
Fees for Further Education adult courses are also based on the number of credits studied. If you study a proportion of the total course credits in a year, you will usually pay the equivalent proportion of the total fee in that year.				
<i>Example:</i>				
Full Course	Year of Study	Credits in Year	Fees for Year	Calculated how?
80 credits (£5,421)	Year 1	60 credits	£4,066	$60/80 = 0.75$ $0.75 \times £5,421 = £4,066$
	Year 2	20 credits	£1,355	$20/80 = 0.25$ $0.25 \times £5,421 = £1,355$
Students who are 18 or under pay no course fees. All other course fees are as listed and are payable in full at the time of enrolment. Payment plans may be available.				

In consideration of any service / course cancellation, the following fee structure shall apply to all Bookings

All courses will run subject to a minimum class size which will be notified at enrolment.

Higher Education (HE) Learners

Any learner who leaves within the first two weeks of their course will not be subject to any fees and will be entitled to a refund of any fees that have already been paid.

Any learner who withdraws from their course in the 1st term will be liable for 25% of the fee as per SLC loans.

Any learner who leaves in the 2nd term will be liable for 50% of the fee as per SLC loans.

Any learner leaving in the 3rd term of their course will be liable for the full fee as per SLC loans.

Only in exceptional circumstances will we consider reviewing individuals' situations, for example in cases such as a serious illness (etc.)

For the avoidance of doubt, the rights of an individual to cancel a confirmed booking without penalty within 14 days of it being made will not be affected in accordance with Distance Selling Regulations as published



For the avoidance of doubt all course certificates remain the property of the College and will not be issued where tuition fees remain outstanding.

The College shall have the right to charge organisations daily compound interest at an annual rate of 5% above the published Bank of England Base rate upon sums that become late from the customer organisation. For the avoidance of doubt, late payment shall be deemed as those payments that have not been paid within agreed terms.

INTERRUPTION OF STUDY

If a student applies for Interruption of study, the student is withdrawn from the course and put on hold until they return to carry on their studies, thus freezing any costs/student loans, to protect the student whilst not in study. When the student returns to study, which could be in another academic year, they are enrolled and applicable tuition fees are charged.

If a student applies for Interruption of study as a result of their own choice with no Personal Mitigating Circumstances in place on their return to carry on with their studies, the student is liable for the tuition fee amount at the time of re-enrolment onto the new course. Students are to be aware that this tuition fee may have increased from the original tuition fee amount.

If a student applies for Interruption of study which is a result from an application for Personal Mitigating Circumstances due to medical conditions or circumstances outside of their control it is at the discretion of the College, depending on the circumstances, as to whether they charge any increased tuition fee (if applicable) or the original tuition fee on their return to study.

STUDENT DISCIPLINE AND APPEALS

The College will deal in accordance with the relevant College policies and procedures, which will be applied by the College as amended from time to time with all academic appeals, student complaints and issues of student discipline.

Students wishing to make a formal complaint about any matter which cannot be resolved by informal means will use the complaints procedure for Students of the College.

Students dissatisfied with the results of their assessments will be given the opportunity to request a review with the College, according to the requirements for academic appeals of the College.

PERSONAL DATA AND CONFIDENTIALITY

The Parties are aware of their obligations under the Data Protection Act (DPA) and agree to fulfil their obligations under the DPA within an appropriate timescale.

Unless otherwise required by the operation of law or in required by the DPA, the Parties shall keep confidential at all times any and all information and Personal Data received from the other relating to teaching strategy, Students, staff and tutors, and their performance and progress. No Personal Data received from the other Parties shall be divulged to any third party without the prior written approval of the individual to whom such Personal Data relates or the College.

The customer, where applicable undertakes that:

- It will only process the Personal Data (as defined in the DPA) received from the College or collected on its behalf for the purposes of this Agreement (**'Agreement Data'**) as a Data Processor (as defined in the DPA) in accordance with the strict instructions of the College for the purpose of providing the Programmes in accordance with this Agreement;
- It will take appropriate technical and organisational measures to prevent unauthorised or unlawful processing, disclosure or access or, accidental loss or destruction of or damage to Agreement Data;
- It will not transfer any Agreement Data to any other party or third party without the prior written consent of the College.

The customer where applicable acknowledges that the College is subject to the requirements of the Freedom of Information Act (FOIA) and the customer where applicable agrees that it shall cooperate and provide (at its own expense) all necessary assistance as may reasonably be requested by the College for itself to enable the College to comply with its obligations under the FOIA.

Each of the Parties agrees to keep strictly confidential, the terms of this Agreement and all Confidential Information relating to the other Party or any group company as defined by section 1159 United Kingdom Companies Act 2006 (as may be amended or superseded from time to time or any equivalent legislation applying in a jurisdiction to which a Party is subject) that it has obtained during the course of negotiating this Agreement or that it may obtain during the Term.

Each of the Parties hereby agrees:

- not to use such Confidential Information save as agreed in writing with the disclosing Party;
- to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this clause; and
- not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party.

The provisions of this clause shall cease to apply to:

- Information that has come into the public domain other than by breach of this clause or any other duty of confidence; and
- Information that is obtained from a third party without breach of this clause or any other duty of confidence.

Each Party may disclose such Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the disclosing Party shall, if and to the extent permitted by applicable law, promptly notify the Party who owns the Confidential



Information of such requirement, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property in the Materials, ideas and designs prepared or provided by the College in connection with any Programme or otherwise for the purpose of this Agreement shall remain the property of the College (or its licensors).

All intellectual property in work generated by the student under this contract shall remain vested in the student.

Each Party will notify the other Party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property.

The College reserves the right to withdraw any material supplied in support of the Programmes where it has been altered or incorporated into other material in such a way as to jeopardise the College's integrity, and in the event of such withdrawal the customer shall immediately cease using such material for any purpose and shall at request destroy all copies thereof.

WARRANTY AND LIMITATION OF LIABILITY

The College warrants to the customer that the services / courses will be provided using reasonable skill and care as far as reasonably practicable within the scope of terms referenced within any quotation, booking or enrolment form between the parties.

Where the College provides any goods in connection with the provision of the services / courses, then the College gives no warranty as to their quality or fitness for purpose.

The College shall have no liability to the customer for any loss, damage, cost, expense or other claims incurred by the customer arising from the incomplete, inaccurate or inconsistent nature of the customer's materials or where issued, instructions provided by the customer, or the non-arrival of the customer or any other negligence or breach of this agreement by the customer.

Except in respect of death or personal injury caused by the College or any other liability that the College is not permitted to exclude by reason of statute, or as expressly provided for within this agreement, the College shall not be liable to the customer for any loss, damage, costs or other liabilities of the customer whether direct or indirect or consequential losses including but not limited to the loss of any profit, anticipated savings, opportunity, reputation, goodwill or any other economic loss which may arise out of or in connection with the services.

TERMINATION

This Agreement shall be effective from the Commencement Date for the Term unless prior terminated or extended in accordance with the terms hereof.

Unless appropriate agreement is reached to extend the Term this Agreement shall expire without notice upon the Expiry Date or the completion of the course enrolled upon by the student, whichever is the former.



UNFORSEEABLE CIRCUMSTANCES

If any Party is affected by an event beyond the reasonable control of either party it shall immediately notify the other Party of the nature and extent of the event.

No Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party, as a result of any delay in performance or non-performance of any of its obligations in this Agreement provided that such delay or non-performance is due to any event of which it has notified the other Party.

If the event continues, the Parties shall discuss ways to alleviate its effects or agree upon alternative arrangements as may be fair and reasonable.

In the event that the Parties mutually agree that this Agreement is to be terminated by reason of such event, the Parties shall take such steps as required to bring the Agreement to an end in a timely, cost effective and orderly manner subject to ensuring that the Students are able to complete the Programmes so far as practicable.

ENTIRE AGREEMENT

This Agreement contains all the terms which the Parties have agreed in relation to their subject matter, and supersede all prior written or oral agreements, representations or understandings between the Parties (including any heads of terms) relating to that subject matter. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person other than those expressly set out in this Agreement. To the extent any previous representation, warranty, collateral contract or assurance was made to a Party, that Party waives all rights and remedies in respect of it and agrees that the only remedy available to it will be for breach of contract under the terms of this Agreement.

Nothing in this Agreement will operate to limit or exclude a Party's liability for fraud.

WAIVER

Any failure by the College to insist upon the strict performance of these conditions shall not be deemed waiver of any of the rights or remedies of the College, nor be deemed a waiver of any the rights of any subsequent default of the College.

GOVERNING LAW

This agreement shall be governed by English law and any proceeding arising from this agreement can only be heard in the English Courts. The agreement by the parties to the jurisdiction of the English Courts shall not limit the rights of the College to commence proceedings arising out of or in connection with the provision of the services / courses in any jurisdiction the College may consider appropriate.