



University Centre  
St Helens

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# Accompanying Information and Conditions of Offer



University of  
Chester



## **Accompanying Information and Conditions of Offer**

Any offer of a place made to you by University Centre St Helens 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 University Centre St Helens:

### **Payment of fees**

You are required to make at the beginning of the course, satisfactory arrangements for the payment of your fees to University Centre St Helens.

In the absence, (for each year of your course), of either: financial support via Student Finance England, Wales, Northern Ireland or Student Awards Agency for Scotland (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 University Centre St Helens 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 at enrolment or sent to the Finance Department as soon as possible thereafter. For further information, please refer to the University Centre St Helens Tuition Fee Policy.

If you are not applying for a loan to cover the cost of tuition fees, then there are alternative ways to make payments. University Centre St Helens offers several different methods of payment. Individual payment plans can be arranged via the Finance Department including the following:

1. Payment in full at the time of enrolment.
2. Payment in 3 equal instalments per year. The first instalment to be paid at enrolment. An invoice will be sent to you for the remaining 2 instalments.
3. Monthly payment by direct debit

Payments by card over the telephone and individual arrangements for payments of fees can also be agreed with our Finance team by calling 01 744 623305.

Payments can be made at the fees counters by the following methods:

1. Cash
2. Cheque - made payable to St Helens College
3. Credit or debit card (most major cards accepted).

To be eligible for the direct debit option you must pay the first instalment at enrolment and you will be required to fill in a direct debit form at this time. The remaining payments will then be spread evenly over the remaining months. The final payment must be made no later than May 2020. No administrative charge will be made for any of the above methods.

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

If you are being sponsored, perhaps by your employer, you will need to provide written confirmation to University Centre St Helens. 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 degree course 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 tuition fees.

### **Student Loans, Student Finance England, Student Finance Wales, Student Finance Northern Ireland and Student Awards Agency for Scotland**

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

### **University Centre St Helens Regulations**

In accepting an offer of a place at University Centre St Helens, you are agreeing to comply with the provisions of all student policies that apply to enrolled students which are available on the website.

Key provisions include:

- (a) Our 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.
- (b) Our rules regarding payment of fees due to University Centre St Helens which can be found in the **Tuition Fee Policy**. If you do not pay money that you owe to University Centre St Helens, we reserve the right to withdraw our services and/or your right to use our facilities where it is necessary and proportionate to do so. In deciding whether to do so, we will consider all the circumstances of your case.
- (c) Any breaches in behaviour could result in a disciplinary process which might result in expulsion from the course.
- (d) Our **Fitness to Study Policy** which describes the steps that we may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.

University Centre St Helens reserves the right to make reasonable changes to its policies where in the opinion of University Centre St Helens 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 policies 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 we reasonably consider this to be in the interests of students or where this is required by law or other exceptional circumstances. We will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated policies will be made available on our website ([uc.sthelens.ac.uk](http://uc.sthelens.ac.uk)) and may be publicised by other means so that students are made aware of any changes.

### **Disclaimers**

University Centre St Helens 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 our control mean that we cannot provide such educational services. Examples of such circumstances include:

- (a) industrial action by our staff or third parties
- (b) the unanticipated departure of key members of 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.

In these circumstances, we will take all reasonable 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.

University Centre St Helens will use all reasonable endeavours to deliver the course in accordance with the description applied to it in our prospectus for the academic year in which you begin the course. However, we will be entitled to make reasonable 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 us to deliver a better quality of educational experience to students enrolled on the course. In making any such changes, we 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 we change your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course and, if required, reasonable support to transfer to another provider.

University Centre St Helens 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.

University Centre St Helens 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 terminology, and relates to the academic conditions of the offer. All other conditions (as detailed in this letter, or within your offer letter, our 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 us either on your application form or, if you applied during 'Clearing', on the basis of the information you provided to us 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. University Centre St Helens 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 University Centre St Helens are subject to the requirement that you hold the qualifications and that we receive documentary evidence of them. If you fail to meet this requirement, the offer may be withdrawn and your contract with, and membership of, University Centre St Helens may be terminated. Any delay or failure by University Centre St Helens over the exercise of its rights shall not impair or affect the rights or waive the requirement.

### **Students with Disabilities**

University Centre St Helens welcomes applications from those with disabilities and is committed to discharging its duty under the Equality Act 2010 (i.e. where a higher education provision, criterion or practice puts disabled applicants and students at

substantial disadvantage in comparison with those applicants/students who are not disabled, to take reasonable steps to avoid the disadvantage.) Although it is rare, it should be noted that we will not always be in a position to make adjustments that students request as they may not be reasonable in the particular circumstances e.g. the adjustments may not be practicable or may incur significant expense for University Centre St Helens. Where an applicant/student has complex needs, we will liaise with the applicant/student and review whether it is possible to make the adjustments as soon as it can following disclosure of the disability. This review may include an information interview and/or an assessment of need to enable us to get a better understanding of the applicant's/student's needs and our ability reasonably to meet them. We will confirm the position as soon as possible. Admission or enrolment may be refused or deferred if, following an assessment of need, provision of the adjustments required by the applicant cannot reasonably be provided at that time.

Applicants/students have no obligation to disclose a disability and if they do disclose it, they have a right to request that it remains confidential. It is important for applicants/students however to be aware that if they do not disclose details of their disability, we may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of your course or in rare circumstances, that the requested adjustments cannot be implemented.

If you have a disability and have not declared it, but would like to, please contact the Admissions Team on 01744 623239.

## **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 date marked on top of the letter 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.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by completing the course cancellation form.

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, we will reimburse to you all payments

received from you. We 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, we 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 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 University Centre St Helens's service to you to the date of cancellation, as set out in the Tuition Fee Policy.

#### **Data Protection**

##### Privacy notice

All of the personal information obtained from you and other sources in connection with your studies at University Centre St Helens will be held in secure conditions and will be used by us during enrolment, during your course and after you leave for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of our Codes of Practice and Procedures. In addition we will use the information for research, the compilation of statistics and Alumni administration.

We may also for a variety of purposes including fraud prevention or detection, or in connection with immigration and nationality, supply this information to outside organisations, such as the Police; Home Office; Foreign Consulates and Embassies; Local Authorities; the Department for Works and Pensions and its Agencies; the Home Office; the Higher Education Statistics Agency (HESA); Examination Boards; other educational establishments or Awarding Bodies and selected plagiarism services including PlagiarismAdvice.org (for which some information is transferred overseas to America). Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to us. Where you are employed by a third party during all or any of the period of your study at University Centre St Helens and the employer has a direct interest in your status as a student at University Centre St Helens (for example your employer is paying for your course), you agree that we may, without further recourse to you, disclose to your

employer information obtained by us by reason of your admission to University Centre St Helens, your enrolment on and/or your studying towards an award. The information provided to your employer will usually concern your attendance and performance.

We may also disclose some or all of your personal information to a variety of recipients for the purpose of administering academic provision and associated functions. These recipients include: partner universities of University Centre St Helens; student sponsors (including the Student Loans Company and other agencies private, public and voluntary that provide student support and individuals or organisations with whom you have entered into an agreement to provide some or all of the costs of study); relevant external professional bodies (including those to whom you apply for membership and to whom the course regulations require that we provide information - see details in course handbooks); education/training establishments; potential employers and placement providers (some of whom may be situated outside the EEA); government funding bodies; UCAS; Local and Area Health Authorities; UK Banks; our insurers and HESA.

We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have. For detailed information about the information we provide to HESA and how this information is handled, please see the privacy notice on the HESA website.

### **Other Research**

From time to time we may collaborate with Government Funding Agencies to conduct research into the student experience. Any organisation that conducts research on behalf of us and/or these Agencies will use your details only for the purpose stated and will then delete them.

Where you have disclosed 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, reasonable adjustments are required and for implementing those adjustments. 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. You have the right to request that information about your disability is not disclosed to such staff and while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

We will only disclose sensitive personal data (as defined by the Data Protection Act 1998) where there is a legal basis for doing so and always in compliance with the Data Protection Act 1998.

You agree that we may hold and use the information which you supply to us, for the purposes to which this form relates. Unless you tell us that you object you also agree that



we may retain such information for marketing purposes and may contact you by post, telephone, e-mail and text messaging service with details of and relating to courses and 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 [ucshadmissions@sthelens.ac.uk](mailto:ucshadmissions@sthelens.ac.uk) to inform us of your preferred means of communication (if any).

I do not wish to receive information for direct marketing purposes:

By post       By text message       By email

For a full list of the purposes for which we process personal data, please see the entry on the public Register of Data Controllers, available on the Information Commissioner's website at: <https://ico.org.uk/ESDWebPages/Entry/Z6626898>

## **General**

If any provision of the contract between you and University Centre St Helens 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 University Centre St Helens 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.

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



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