

West College Scotland

Terms and Conditions for admissions

These terms and conditions apply when you enrol as a student to study at West College Scotland.

1. Introduction

- 1.1 These terms and conditions represent an agreement between West College Scotland ("the College") and you, as a student or a prospective student of the College. By accepting a place on a course delivered by the College you accept these terms and conditions in full, which, along with your offer, the College's policies and procedures as set out on the website (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>) or as otherwise notified to you and the most recently published prospectus (available on our website) as applicable, form the contract between you and the College in relation to your studies at the College. Together these documents are the "Contract".
- 1.2 Any amendments made by the College to this Contract will be made available on the College's website. If we are required to make any significant changes to the Contract, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably practicable.
- 1.3 Where there is a conflict between these terms and conditions and another document forming part of the Contract then these terms and conditions will take precedence.

2. Information you provide to the College

- 2.1 It is your responsibility to ensure that all the information you provide to the College and/or the UK Home Office and/or UK Visas and Immigration is true and accurate.
- 2.2 If it is discovered that your application contains incorrect or fraudulent information, significant information has been omitted, there is a re-assessment of your fee status or you fail to provide satisfactory evidence, then the College may withdraw your offer or terminate your enrolment.

The College may also withdraw your offer or terminate your enrolment if there is a significant change in your personal circumstances which makes it inappropriate for you to enrol or continue your studies at the College.

3. Conditions of Admission

- 3.1 Your admission to the College, attendance on a course and the right to access College services and facilities is subject to you complying with the terms of this Contract which includes compliance with the Student Code of Conduct (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>).
- 3.2 You should note that progression on your course and your final award are not guaranteed and are dependent upon your academic performance.

4. Changes to your Course

- 4.1 The College reserves the right to
 - 4.1.1 make reasonable variations to the design, content (including any modules) and delivery of its courses. Such changes could include changes to the timetable, location, number of classes and methods and timing of assessments; and
 - 4.1.2 to discontinue or merge courses, due to events outside of the College's reasonable control, to comply with changes in the law or requirements of any qualification bodies or if the College considers that such action is reasonably necessary in order to manage its resources.
- 4.2 You should be aware that there may be times when scheduled sessions are cancelled for unavoidable reasons (for example, staff illness, power loss, severe weather conditions or similar). As such, the College reserves the right to reschedule or, if it proves necessary, cancel timetabled teaching.

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5. Educational Provision

- 5.1 The College shall use reasonable endeavours to:
 - 5.1.1 deliver your course with reasonable care and skill and, as far as practicable, in accordance with the description applied to it in the prospectus; and
 - 5.1.2 Clearly explain the academic requirements of your course to you.
- 5.2 You must make every effort to fulfil the academic requirements of your programme, including submission of course work and other assignments and attendance at exams, on time and in accordance with relevant College requirements and the requirements of awarding bodies.
- 5.3 If you don't comply with the terms of this Contract or any of the parts of this Contract (including any policies applicable to you as a student), the College may take disciplinary action against you under its Student Behaviour Policy (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>).

6. Liability

- 6.1 Whilst the College takes reasonable care to ensure the safety and security of its students when on the College's campus and/or when using the College's services, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.
- 6.2 The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the College.
- 6.3 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 including acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm, epidemic, pandemic or outbreak and national emergencies (known as a "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 your studies but there may be a requirement to restrict access to the College buildings or adopt different methods for teaching.

7. Immigration

- 7.1 If you are a national of a country which is subject to UK immigration control you will need to demonstrate, at the point of application, that you have a valid immigration status to undertake your proposed course of study.
- 7.2 You must take responsibility for ensuring that you comply with the terms of your student visa (if you require to have one) whilst studying at the college. Please note that if you choose to withdraw from your studies, if your enrolment is terminated by the College or if you are granted permission to interrupt your studies, this will affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 7.3 Your visa will be revoked if your enrolment is terminated for any reason. In such circumstances you may not be entitled to a refund of any course fees already paid

8. Course Fees, Charges and Refunds

- 8.1 Unless otherwise stated by the College, fees and charges are payable as a condition of enrolment. In exceptional circumstances an instalment plan may be agreed with the Finance Department. If an invoice is issued for College fees and charges, then payment must be made within 30 days. If you fail to make payment, then the College reserves the right to withdraw you from your course of study.

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- 8.2 The full course fee will not be refunded for early withdrawal unless the reason for withdrawal meets the conditions of the College's Refund of Course Fee Policy (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>).
- 8.3 You will not be deemed to have enrolled until your fees have been paid or you have produced satisfactory evidence that your fees will be paid by a sponsoring authority or other organization (including SAAS), on receipt of the College's invoice. You will be personally liable to pay your fees if a sponsoring authority fails to do so.
- 8.4 If you apply for a fee waiver/remission then you shall produce relevant documentation to prove that you are eligible in terms of the College's Fee Waiver Policy (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>). Should your enrolment prove to be ineligible, then you will be personally liable to pay your fees.
- 8.5 If you are having difficulties paying your fees please contact the Finance Department for advice as soon as possible.
- 8.6 When payment is overdue, the College reserves the right to charge interest on the amount overdue at such rates as may be permitted by law from time to time.
- 8.7 In all cases, the College reserves the right to take legal action to recover outstanding debts. The College may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations. In addition, if you are in debt to the College (whether for tuition or other fees) you may be recorded as a debtor of the College in any references requested from the College.
- 8.8 Course fees relate to the core provision of your course of study. In addition, you may incur additional expenditure on items such as specialist equipment or study visits and you shall have the responsibility for making payment of these fees. In addition, small charges may be made in some subjects for such items as course materials, equipment or room hire, photo copying or printing; detailed information may be obtained from the applicable Sector.

9. Data Protection

- 9.1 The College processes and stores information about all potential and successful applicants to the College. The College uses the information from your application:
 - 9.1.1 to process your application, to collect feedback and to send you information about the College; and
 - 9.1.2 if your enrolment is successful the College will also use this and additional information provided by you and others to deliver your course, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems and otherwise in line with our Student Personal Data Statement (<https://www.westcollegescotland.ac.uk/media/194497/west-college-scotland-student-personal-data-statement-23052018.pdf>);
 - 9.1.3 you should refer to the Student Personal Data Statement for more detailed information about how we look after your personal data, including how we collect and use your data, how long we keep your data for, who we may share your data with and why, and your rights under data protection law. Your data is processed under the conditions and requirements of the General Data Protection Regulation, The Data Protection Act 2018, and any future data protection law enacted upon exit from the European Union on 31st December 2020.

10. Termination of Contract

- 10.1 This Contract shall terminate at the course end date or if your course of study with the College is terminated by the College.

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- 10.2 The College reserves the right to exclude you from the College if you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of your course. You should also note that progression on your course and your final award are not guaranteed and are dependent upon your academic performance.
- 10.3 The College also reserves the right to exclude you from the College for disciplinary offences, for non-payment of debts owed to the College, or for inadequate attendance or performance on your programme, in line with the relevant College policies and procedures (<http://student.westcollegescotland.ac.uk/index.php/advice/documents-and-guides/>) or for a failure to comply with this Contract.
- 10.4 If the College terminates this Contract then you must:
- (a) no longer attend the College;
 - (b) return any property owned by the College and loaned to you; and
 - (c) pay all outstanding fees.

11. Feedback and Complaints

- 11.1 If you have feedback or a complaint about the College, you should follow the College's complaints procedure (<http://student.westcollegescotland.ac.uk/index.php/advice/making-a-complaint/>). This procedure has been produced to help the College to resolve any complaints or address any issues you may have as promptly, fairly and amicably as possible.

12. General

- 12.1 The terms of the Contract shall only be enforceable by you and the College and not by any third parties.
- 12.2 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.
- 12.3 No failure or delay by the College or you 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.

13. Distance Communication Cancellation Rights

- 13.1 If you register and are enrolled by means of distance communication (i.e. there has been no face-to-face contact between the College and you at the time you accept the offer) you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from the date of registration.
- 13.2 In order to cancel the Contract as set out in 13.1, you must notify the College either orally or in writing within the 14 days set out. If you have made any payment under the Contract prior to the date of cancellation of the Contract then the College will provide you with a full refund as soon as reasonably possible but in any event within 30 days of the College receiving your written notice of cancellation.
- 13.3 Notwithstanding the specific cancellation rights in relation to distance communication set out you can cancel the Contract at any time during the course of your programme in consultation with the College. Cancellation after commencement of your programme may result in you losing the whole or part of your fee.

14. Law

The terms of these Conditions shall be governed by Scots law and the parties submit to the exclusive jurisdiction of the Scottish courts.