

South West College Terms and Conditions 2020 -21

This document sets out:

1. The Terms and Conditions for access and use of the website “swc.ac.uk” and any of South West College’s social media channels collectively referred to in this document as “the Websites”, and
2. The Terms and Conditions under which an applicant to South West College (SWC), referred to in this document as “the College” “we” or “us”, may be offered a place or enrolls onto a College course or programme of study.

1. Use of the Websites

1.1. Introduction

The Websites belong to South West College whose administrative address is 2 Mountjoy Road, Omagh, Co.Tyrone BT79 7AH

By using our Websites you are indicating your agreement to be bound by these Terms and Conditions which take effect from the date of first use.

1.2. Accuracy of information

The College makes every effort to ensure that the information contained on the Websites is given in good faith and is accurate and up to date. However, the College cannot, and does not, guarantee that the information is error free and may change it without warning. Users of the Websites should not therefore rely solely on the content of the Websites when making decisions relating to their choice of course or programme of study.

1.3. Copyright

The Websites may contain materials owned by the College or the College has permission to use. These materials include, but are not limited to: design, layout, look appearance and graphics and all rights are the reserve of the College.

The College grants permission to view, download and store the materials on the Websites only for personal and research use. You may not re-distribute the material or re-publish the material, or give or make available the material to any other person or organisation.

Copying and use of the College logo is not permitted without permission requests for which should be directed to the Marketing Manager
michelle.rankin@swc.ac.uk Any request should include the following:

- Name
- Department/Organisation (if relevant)
- Reason for use of logo
- Format of logo required

1.4. Links

The Websites may contain links to other websites for which the College accepts no responsibility or liability for their content neither does it intend to be an endorsement of any kind of those websites.

If you decide to access (or provide information to) any of the third-party websites linked to on the Websites, you do so entirely at your own risk and we do not accept any liability for any loss or damage that you may suffer as a result. You should exercise caution and make sure you are happy with the terms and conditions and privacy policy of any such third-party websites that you visit.

1.5. Acceptable conduct and Monitoring

You must not:

- Upload or send any content or information to the Website which may be considered to be defamatory, threatening, offensive, obscene or hateful;
- Post any materials containing personal or confidential data about a third party without the express consent of that third party.
- Distribute any form of malware or attempt to hack any part of the Website.

The College will monitor use of the Website and will at any time at its sole discretion, remove any information which it considers to be inappropriate.

1.6. Personal Data

As a Data Controller, we recognise and respect the importance of your privacy and we are committed to treating your personal information responsibly and in compliance with UK GDPR and the Data Protection Act 2018. The College's privacy statement and Data Protection Policy can be viewed [here](#).

1.7. Accessibility

The College is committed to making the user experience when accessing our information and services, an accessible and inclusive one. The Accessibility Statement for www.swc.ac.uk can be viewed [here](#).

However, the College does not guarantee that the Websites can be used with all hardware and software employed by users of the Websites.

1.8. Registration and Passwords

Some areas of the College's website require registration and are restricted to those who have registered their details with us eg applicants or current students.

When registering for these areas you must not give a false name or email address, provide any false information, or impersonate another person.

If you have been given or created a password in the registration process, you agree not to share or disclose your password with another person or third party or

give that person or third party access to the areas and services restricted for use by registered users.

1.9. Changes to the Terms

The College reserves the right to change any of the Terms at any time. Please make sure you are aware of the current Terms. Your continued use of the Websites will indicate your acceptance of the revised Terms and if you do not agree to such an amendment, you should immediately cease to use the Websites.

If you would like to report an inaccuracy or any other problem relating to the content of the Websites or a linked website, please contact the Marketing Manager on michelle.rankin@swc.ac.uk. We welcome all feedback from our users and will take appropriate action.

2. Terms and Conditions for Applicants and Students

2.1. Introduction and Disclaimer

By accepting an offer of a place made to you and/or enrolling, you are entering into a contract with the College, and you agree to comply with, and be bound with the Terms. You are therefore advised to read them and make sure you understand them before accepting your offer and/or enrolling.

The term “student” encompasses all categories of full time and part time learners studying at South West College whether as a trainee, apprentice, Further Education student, Higher Education student or entitlement framework student.

The term “course” refers to any single course or to a programme of study which is comprises a number of courses.

The following Terms, together with any of the regulations and policies cited, are referred to collectively as the “Terms”. The Terms provide you with information about the College’s policies, procedures and regulations.

The College makes every effort to ensure that the information provided to you on its website or in printed form, is accurate and up to date. However, it cannot guarantee complete accuracy or that it reflects in a timely manner changes to College policy or third party policy.

2.2. Applying to the College

If you are interested in applying to South West College as a full time or part time student you are encouraged to apply for your course using the online portal [here](#). However, if you are unable to access the portal you should contact the admissions service at any one of our campuses where staff will be able to provide assistance.

You should ensure that you have read and meet all the entry requirements for any course you wish to apply to.

2.3. The Offer of a Place

In the event that the College makes you a conditional offer, you must demonstrate that you meet all the conditions, academic and/or non-academic laid out for you by providing satisfactory evidence by the required deadline. If you do not provide satisfactory evidence the College reserves the right to withdraw its offer.

If the College finds that the information you provide is inaccurate or misleading it may withdraw or amend its offer or terminate its contract with you.

2.4. Fitness to Practice

Admission to a course is not guaranteed. The College reserves the right not to offer a student a place on a course where there is a concern around Fitness to Practice and concerns around an applicant being able to meet and uphold the professional standards and practices within specific course, industry or professional setting.

2.5. Enrolment at the College

As an applicant to a course you are not deemed to be a student of the College until you enrol for your chosen course. The College will advise you if there is a requirement to enrol for each and every year of your course if your course is for more than 1 academic year duration.

When you enrol on a College course you are confirming that you have all the information you require to make an informed choice as follows:

- The exact title and level of your chosen course;
- The duration and location of your chosen course;
- The mode of study;
- The module or unit structure of your course if applicable including any requirement to complete a work placement or professional practice; and
- The Awarding Body responsible for accrediting your course achievement.

Enrolling on a College course indicates that you are confirming that you will abide by all relevant policies of the College including, but not limited to:

- Student Attendance Policy
- Promotion of Positive Student Behaviour Policy
- SWC Code of Conduct
- The Acceptable Use Policy
- Anti-Bullying Policy for Students
- Submission of Coursework Policy

2.6. Criminal History Disclosure

Applicants to South West College courses, who make a disclosure of a criminal record, will have access to a fair and confidential admissions process while preserving the College's duty of care to the entire student and staff community.

Applicants with a criminal record must complete the Criminal Records Disclosure Form which can be accessed [here](#). The College has established a confidential disclosure process to safeguard the applicant and the information disclosed.

Failure to disclose, and subsequent discovery of a conviction, will be treated seriously by the College and may result in a student being withdrawn from their course.

2.7. Immigration and Tier 4

It is the applicant's responsibility to ensure that all information provided to the College and/or the UK Home Office and/or the UK Visas and Immigration (UKVI) is true and accurate. In addition, you may have to provide evidence of your right to study.

Applicants from outside the European Union, European Economic area and Switzerland are subject to UK Immigration Control and will need to demonstrate at the point of enrolment valid immigration status.

Applicants from the EU, EEA and Switzerland (excluding Irish citizens) arriving after 31 December 2020 will be able to study for up to 6 months without applying for a visa. For longer stays you will need to apply for a visa under the Student Route. Applicants are responsible for demonstrating valid immigration status.

International applicants must take responsibility in complying fully with the terms and conditions of their Visa. In the event your enrolment or visa has been interrupted or terminated International students may not be entitled to a refund.

2.8. Fees

Students become liable for the payment of fees at the enrolment stage. However, subject to specified thresholds, direct debit payments may be made at intervals throughout the academic year. For full details of the College's Fees and Charges Policy please click [here](#).

In cases where a third party is responsible for payment of your fees you should ensure that the third party completes the relevant form in the Fees and Charges Policy and submits payment before the commencement of your course. In the event that the third party fails to make payment, you will be personally liable for the full tuition fees or outstanding payments.

In the event that your fees have not been paid in full by the final payment date the College is entitled to withdraw your access to College facilities, your course, and to withhold exam results and certificates.

Once the appropriate fees have been paid and you have been accepted on a course, normally a refund will not be issued unless the course is cancelled. For details of exceptions and the procedure for requesting a refund please refer to our Fees and Charges Policy [here](#).

The College will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

The details of any student who is in debt to the College may be referred to a debt collection agency or may have legal proceedings commenced against them.

2.9. Changes to Advertised Programmes

On very rare occasions it is necessary to make changes to course programmes during the academic year despite the care and effort taken by the College to provide accurate information. Changes will be made only if they are absolutely essential and will be published on our Website. Circumstances which are considered to be essential are:

- Changes to course titles that reflect developments in the subject area;
- Changes required by the Awarding Organisation or professional institution which governs the programme of study; and

- Content of core modules being updated as the subject areas develop.

The College will keep you informed of any changes and take every effort to ensure that the changes are not detrimental to your programme of study.

2.10. Equality of Opportunity and Students with a Disability

The College is committed to providing an inclusive learning community and to provide equal opportunities for all regardless of religious belief, political opinion, racial group, age, marital status or sexual orientation, men and women generally, persons with a disability and persons without, persons with dependents and persons without.

The College seeks to comply with Equality legislation specifically the Specialist Educational Needs and Disability (Northern Ireland) Order 2005 and Section 75 of the Northern Ireland Act 1998.

The College is in receipt of funding to provide additional support to you if you inform the College of a disability and provide relevant and up to date documentary evidence of any additional learning support need. The College is only able to meet this need if a declaration is made and evidence provided in a timely manner.

The College is committed to making reasonable adjustments for learners as far as it is practicable while maintaining the academic standard required for a chosen course. Where reasonable adjustments do not enable you to meet the requirements of course accreditation we will unfortunately not be able to offer you a place on your chosen course.

For a discussion on the support that may be available to you please contact the Student Engagement Office at the Campus you wish to apply to.

2.11. Quality and Delivery of Provision

The College will at all times endeavour to deliver the course on which you have enrolled, with “reasonable care and skill” and in the manner advertised in our prospectus. Please note that all courses are delivered in English.

The College expects you to fulfil your requirements by attendance at all Programme sessions, submitting course work on time and attending all planned assessments/examinations.

In the event of situations, crises or acts which are beyond the reasonable control of the College, the College will not be liable for failure to perform any of its obligations. However, the College will take all reasonable steps to ensure continuity of delivery of your course including the use of remote delivery when required. Such situation, crises or acts include:

- Acts of God,
- War,
- Terrorism,
- Industrial disputes,

- Fire,
- Flood,
- Storm,
- National emergencies, and
- Pandemics

In the event that you wish to make a complaint about the service that the College provides to you please refer to our Customer Complaints and Compliments Policy and Procedure [here](#).

The College always seeks to resolve complaints informally and as quickly as possible in the first instance so, where possible and appropriate, every attempt should be made to seek an informal resolution to minimise disruption to your progression through your Course.

2.12. Data Protection

The College is required and permitted to collect personal data from you in order to provide you with the service you have requested and to comply with its legal obligations. The College will process all personal data in compliance with the UK GDPR and Data Protection Act 2018. To read the College's Privacy Notice and Data Protection Policy click [here](#).

The College's registration reference number with ICO is Z1124639 and the Data Protection Officer can be contacted on gdpr@swc.ac.uk

2.13. Health and Safety

The College will comply fully with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 to provide for the safety and welfare of all students, employees and visitors of the College.

On entering into this contract you are agreeing to be bound by all the College's policies and processes which are in place to ensure the provision of a safe and healthy environment. Non-compliance with these policies and processes may result in disciplinary action taken against you in line with the Promotion of Positive Student Behaviour Policy and could result in you not being able to continue your studies at the College.

2.14. Liability

The College will not accept liability for the loss or damage of your personal property or any injury to you caused by another of our students or by a person who is not our employee or authorised representative.

2.15. The Right to Cancel

Your Rights

The College is subject to the Consumer Rights Act 2015 and the Consumer Contracts Regulations and the requirement to allow a 14 day "cooling off" period. For the purposes of the student/College relationship the 14 day cooling off period commences:

1. From the date you accept an offer from the College, or,
2. Where it is possible to enrol directly onto a course, the date you enrol.

If you do wish to cancel your contract you must inform us in writing, by emailing or by letter, to reach us before the end of the cooling off period and you will be entitled for a full refund of your fees. Please email randc@swc.ac.uk or address your letter to the Admissions Department at the campus at which you have applied to study.

If you wish to cancel your contract and withdraw from your course after the cooling off period, you may do so only in line with our Fees and Charges Policy. You should note that you may be liable for loss of fees.

The College's Rights

The College will take all reasonable steps to deliver the courses advertised in its prospectus. However, in order that College can properly manage its resources, we cannot guarantee that enrolments to a course will be sufficient to make it economically viable to run.

In such circumstances, the College will consider options such as merging courses at the same or different locations, changing days and times and ultimately cancelling the course or Programme of study if it cannot reach a satisfactory solution for both parties.

The College will engage with you to seek a solution and will inform you of its decision to cancel. In these circumstance you will receive a full refund of any fees paid.

The College may end the Contract with you by withdrawing your offer or cancelling your enrolment if:

1. You fail to produce any additional evidence requested of you to support your application or enrolment;
2. It comes to light that you have provided misleading information;
3. Information comes to light which we reasonably determine makes it inappropriate for you to study on your chosen Programme or course eg criminal history disclosure.
4. You fail to pay any outstanding fees;
5. You do not abide by the SWC Code of Conduct and fully engage with your studies.

2.16. COVID 19

The College acknowledges that the 2020 – 21 academic year will be a challenging one by the ongoing COVID 19 pandemic. The College will make every endeavour to provide the service to you and to maintain both the quality of teaching and support that you would reasonably expect, and put measures in place to ensure your safety on site in line with government health and safety guidance.

In order to maintain our service to you we may need to make reasonable adjustment to our delivery models including:

- Remote delivery
- Changes to timetables
- Changes to assessment arrangements
- Delays to course delivery
- Temporary closure of College

You will be kept informed of any changes made by the College through College endorsed channels ie College email, College website and social media channels, phone call, and the College text service.

2.17. Changes to Terms and Conditions

These Terms and Conditions are up to date at the time of issue. We may change these terms and conditions at any time. You should visit the College website regularly to review any amendments to these Terms. We will make reasonable endeavours to draw your attention to any significant changes to regulations and policies.

If you would like to report any problem relating to the content to these Terms, please contact us on randc@swc.ac.uk. Any dispute or claim arising out of, or in relation to these Terms and your contract with the College will be governed by, and interpreted in accordance with the laws of Northern Ireland.