



Student Terms and Conditions

Contract for Higher Education Services



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1 Introduction

- 1.1 This document sets out key aspects of the relationship between You and Norland College.
- 1.2 It is therefore important that You read this document in full before accepting Your offer of a place. If there is anything said or written by or on behalf of Norland that You wish to take into account when deciding whether or not to accept Your offer please seek written confirmation from admissions@norland.ac.uk beforehand. Please also contact admissions@norland.ac.uk if You have any questions regarding these Terms and Conditions or any of the other documents listed below.
- 1.3 Consumer rights: Norland complies with consumer rights legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable.
- 1.4 These Terms and Conditions together with the:
- (a) Offer Letter;
 - (b) Fees, Refund and Compensation policy;
 - (c) Acceptance Form; and
 - (d) Norland Student Policies & Procedures

form the basis of a contract between You and Norland for the provision of educational services in respect of our BA (Hons) Early Childhood Education and Care and Norland Diploma.

- 1.5 When You are offered a place to study at Norland it is in accordance with these Terms and Conditions and acceptance of a place means that You accept these Terms and Conditions in full. A legally binding contract between You and Norland is formed when You accept the offer of a place.

2 Terminology

- 2.1 Norland, the College or We or Us or Our means:

Norland College Ltd, a company registered in England and Wales (00193170), as now or in the future constituted (and any successor).

Registered office: York Villa, York Place, London Road, Bath & NE Somerset BA1 6AE.

Contact: Telephone on 01225 904040 or at enquiries@norland.ac.uk or Norland College, 39-41 Upper Oldfield Park, Bath BA2 3LB.

Registered VAT number: 335 2544 14

UKPRN: 10008397.

- 2.2 You or Your or the Student means the person who been offered a place at Norland and has signed the Acceptance Form.
- 2.3 Admission occurs when You accept the offer of a place and entitles You to enrol as a student at Norland.



- 2.4 Enrolment occurs when You have fulfilled any conditions of Your accepted offer and submit a completed Enrolment Form for the academic year specified in Your offer letter during Your Induction Week in early September.
- 2.5 Re-enrolment occurs each September and involves enrolled students confirming the continuation of their studies at Norland before a published deadline.
- 2.6 Entry occurs when the student attends Norland for the first time under these Terms and Conditions.
- 2.7 Writing includes emails. When We use the words "writing" or "written" in these terms, this includes emails.
- 2.8 **This contract will automatically terminate with immediate effect in the event that You fail to re-enrol on Your course by the annual published deadline.**

3 Student visa sponsor

- 3.1 Norland is a licensed sponsor under the Student route of the points-based immigration system in the United Kingdom. Licence number: 6CVX3XJKX. If You are granted a Student visa with Norland as Your sponsor, You agree to abide by the conditions of Your visa as stated in the government guidance. Failure to do so may result in the termination of Your visa sponsorship, which may affect future immigration applications, and Your place at Norland.

4 Equality, Diversity & Inclusion

- 4.1 Norland is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of Our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within Our community.
- 4.2 Norland will do all that is reasonable to ensure that Our culture, policies and procedures are made accessible to students who have protected characteristics and to comply with Our legal and moral responsibilities under equality legislation.

5 Admission & Enrolment

- 5.1 Offer of a place: Our offer letter to You sets out the steps You must take to accept Your offer of a place and whether the offer is subject to any reasonable conditions (such as: achieving certain grades or having the right to work in the UK) that We may require.
- 5.2 Acceptance: Acceptance of the offer and fulfilment of any conditions will entitle You to enrol with Norland for the academic year specified in Your offer letter.
- 5.3 Permission to enrol: You may not be permitted to enrol with Norland if You:
 - (a) fail to meet any of the conditions specified in Your offer letter;
 - (b) have a relevant criminal conviction as defined in and contrary to the Norland Admissions Policy;



- (c) fail to pay the required tuition fees (or provide information in relation to payment) as specified in the Norland Fees, Refund and Compensation Policy.

5.4 Permission to re-enrol: You may not be permitted to re-enrol with Norland if You:

- (a) are suspended from Norland;
- (b) have been withdrawn from Norland through a failure to meet academic requirements or for contravention of Norland Regulations or Policies;
- (c) have committed or been convicted of a relevant criminal offence which, had it been committed at the time of Your application, would have precluded You from enrolment;
- (d) have tuition fee debt or have contravened any other aspect of the Fees, Refund and Compensation Policy.

6 Cancellation

6.1 Cancellation: Cancellation means the cancellation of a place at Norland which has been accepted by You and which occurs before You enrol at Norland or where You do not Enter Norland. Please refer to clause 7 below for more detail on the effects of cancellation in different circumstances.

6.2 Cooling off period: If Your contract with us was formed entirely by means of distance communications (by post or email) without You meeting face to face with a member of staff You have the right to cancel Your contract with Norland and obtain a refund at any time within 14 days of the date on which You accepted Your place formally (the cooling off period). Please see the Cancellation Notice published on Our website which also includes a Cancellation Form.

6.3 Notice of cancellation: Your decision to cancel the contract must be notified to Norland in writing by:

- (a) email to admissions@norland.ac.uk; or
- (b) completing and returning a Cancellation Form to Admissions Department, Norland College, 39-41 Upper Oldfield Park, Bath, BA2 3LB; or
- (c) following the instructions provided to You by UCAS (if applicable).

7 Effects of cancellation

- (a) Where We have provided educational services

If, following Your acceptance of a place, We provide educational services to You, and then You choose to cancel the contract before the 14 day period expires, You will be liable to pay to Us Our reasonable costs. These will be the costs for the actual services provided up to the time You communicate to Us Your cancellation of the contract, calculated as a daily proportion of the termly fees. We will return to You, after deduction of Our reasonable costs, the balance of fees.

- (b) Where We have not provided educational services



If You cancel this contract within the 14 day period and We have not provided any services, We will reimburse to You in full any payment of fees received from You, without undue delay, and not later than 14 days after the day on which We are informed about Your decision to cancel.

We will make any reimbursement due using the same means of payment as You used for payment to us, unless We expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

Withdrawal: You may terminate Your contract and withdraw from Norland at any time after the expiry of the cooling off period but must do so in accordance with Our termination procedure.

8 Our Obligations

- 8.1 Provision of education: Norland will do all that is reasonable to provide an educational environment, tuition and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. Norland will exercise reasonable care and skill in providing educational services but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 8.2 Continuation of Study: Norland has a Student Protection Plan (SPP) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the SPP can be found on our website. Please refer to clauses 15.1 to 15.12 for further information about when refunds and compensation may be payable.
- 8.3 Course variation: Whilst Norland recognises the importance of delivering the course it advertises in its prospectus, We reserve the right to make minor variations (such as updating the curriculum, changing staff and adjusting Your timetable) in order to enhance the student experience, act on student feedback and respond to changing laws, regulations and best practice. Norland will not make major changes to Your course without consulting You and allowing You to withdraw from the course without financial penalty in the event that You do not wish to accept the change.
- 8.4 Course closure: In the event that Norland is permanently unable to continue to deliver Your course, We will use reasonable endeavours to find You a place at another suitable provider and allow You to withdraw without financial penalty and with an appropriate refund and/or compensation if applicable in accordance with the Norland Fees, Refund and Compensation policy.
- 8.5 Policies and procedures: Norland will comply with its own policies and procedures unless there is good cause and justification for change. If Norland makes changes to its policies or procedures it will use reasonable endeavours to bring them to Your attention before they take effect.

9 Your Obligations

- 9.1 Behaviour: You agree to treat all members of the Norland community with dignity and respect and in accordance with the expectations set out in Norland student policies and procedures, including the Norland Code of Professional Responsibilities and Fitness to



Practise policy which can be found here: <https://www.norland.ac.uk/policies-reports/>. You understand that Norland may take disciplinary action against You in the event that these obligations are breached and the College reserves the right to retain tuition fees depending on the severity and timing of the breach.

- 9.2 **Illegal substances:** Norland has a zero tolerance approach to the possession, supply, purchase and/or use of illegal substances such as drugs. You understand that the possession, supply, purchase and/or use of illegal substances such as drugs will result in Your immediate expulsion from Norland, without the opportunity to re-enrol, and the College reserves the right to retain tuition fees depending on the severity and timing of the breach..
- 9.3 **Attendance and Participation:** You agree to attend and participate in all of Your scheduled teaching and assessment activities as set out in Our Attendance policy. You are expected to undertake additional independent study in order to meet the learning and experience outcomes of Your course.
- 9.4 **Uniform:** You agree to purchase and wear the Norland uniform. The cost of this can be found in the Norland Fees List on Our website.
- 9.5 **DBS Checks:** You agree to obtain and pay for Disclosure and Barring Service (DBS) check as a condition of entry to Norland in the first year and register for the Update Service within 28 days of receiving your DBS certificate and pay the annual subscription. If you do not renew your subscription before it ends, you'll need to apply for a new DBS check and register for the Update Service again.
- 9.6 **Learning Difficulties and Medical Conditions:** You agree to notify Norland during the application process and subsequently if at any time You become aware or suspect that You have a learning difficulty or medical condition and will provide Norland with a copy of all written reports and relevant information. Norland may decline to offer You a place or You may be withdrawn from Norland if in the professional judgement of staff and after consultation with You, Norland is unable to provide adequately for Your needs.
- 9.7 **Email Account:** You agree to monitor Your Norland email account regularly.
- 9.8 **Contact Information:** You agree to keep Norland up to date with Your contact information.
- 9.9 **In consideration of Norland providing the course** You agree to pay the Total Costs (see clause 10.3 below).
- 9.10 **Communication:** You agree that all communication will be between You and Norland. It is not appropriate for parents/carers/partners or any other interested parties to communicate with staff in relation to any matter, with the exception of welfare/safeguarding concerns.

10 **Fees**

- 10.1 **Tuition Fees** means fees in respect of, or otherwise in connection with, undertaking the course, including admission, registration, tuition and graduation. Tuition fees are charged annually but invoiced and payable in three equal instalments on a termly basis, unless a prearranged extended instalment plan by direct debit has been agreed.



- 10.2 Additional Costs means charges for goods and services that do not form part of tuition fees. This might include expenses relating to trips, materials, vetting and barring checks and specialist clothing.
- 10.3 Total Costs: the cost of Your course, including mandatory additional costs are set out in the Norland Fees List on the website.
- 10.4 Payment: Acceptance of these Terms and Conditions indicates agreement to be bound by the Norland Fees, Refund and Compensation Policy and to pay all fees owed to Norland when they become due in accordance with the payment terms agreed.
- 10.5 Fee Increases: Norland reserves the right to increase its tuition fees on an annual basis and will do so in accordance with its Fees, Refund and Compensation Policy. All fees are published on the Norland website at least one year in advance, with additional notification for those students affected provided prior to the new fees being adopted. All fees are subject to annual review and will ordinarily increase by up to 5% each year. However, should the official Consumer Price Index (CPI) exceed 5% then fees may increase by up to CPI. Following any future fee finalisation, You retain the right to terminate Your contract of education. Please refer to clause 13.
- 10.6 Appropriation: Save agreed otherwise, Norland reserves the right to allocate payments made to the earliest balance on the Fees account.

11 Complaints

- 11.1 Concerns & Complaints: It is always possible that despite our best efforts We might make a mistake, please contact us (details are in the procedures listed below) so that We can assist You as quickly as possible. Applicants: Applicants who are unhappy with the way in which their application to Norland was managed may raise a complaint under the Norland Admissions Appeals Policy.
- 11.2 Students: Students who have accepted an offer of a place may raise any concerns they have with their course or any other aspect of the service provided by Norland by following the Students Complaints Procedure.
- 11.3 External Review: Students whose complaint(s) are not resolved under the Student Complaints Procedure may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office for the Independent Adjudicator (OIA).

12 Suspension

- 12.1 Suspension: Norland may suspend You in accordance with Our Student Disciplinary Regulations. Non-exhaustive examples of the circumstances in which Norland may decide to suspend a student include where it is deemed:
- (a) necessary to enable an investigation to be conducted into alleged misconduct;
 - (b) appropriate as a disciplinary sanction in its own right.
- 12.2 Appeal: A student may appeal a decision to suspend them in accordance with the Student Disciplinary Regulations.



13 Termination

- 13.1 **Automatic termination: This contract will automatically terminate with immediate effect in the event that You fail to re-enrol on Your course by the deadline.**
- 13.2 Termination by You: You may terminate this contract and withdraw from Norland at any time. Should You choose to exercise Your right to terminate Your contract, because of the unique and distinctive nature of the Norland course, You may not be able to transfer to a directly comparable course.
- 13.3 If You terminate this contract after the expiry of the cooling off period, You must provide Norland with written notice of withdrawal by completing and returning a Withdrawal Form. Please refer to the Fee, Refund and Compensation policy for more information about the treatment of fees in the event of withdrawal.
- 13.4 Termination by Norland: Norland may terminate this contract and, on written notice, deem You withdrawn from Your course if:
- (a) You have an outstanding tuition fee debt or have contravened the terms of the Norland Fees, Refund and Compensation Policy;
 - (b) You fail to meet the applicable Norland attendance requirements as set out in its Attendance Policy;
 - (c) You fail to meet the applicable Norland progression or award requirements for either the degree or the Norland Diploma, as set out in the Academic Regulations. This includes failure to obtain a satisfactory DBS check or reaching the maximum fail limits for any module or unit;
 - (d) You fail to meet the Norland Fitness to Study requirements set out in its Fitness to Study Policy;
 - (e) You fail to meet the Norland Fitness to Practise requirements set out in its Fitness to Practise Policy;
 - (f) You fail to meet the applicable Norland attendance requirements as set out in its Attendance Policy;
 - (g) You breach the Norland Code or its Student Cause for Action or Disciplinary Regulations or Your behaviour represents an immediate and serious risk to Your health, welfare and safety or that of others.
 - (h) You commit or are convicted of a criminal offence which had it been committed at the time of Your application, would have precluded You from enrolment;
 - (i) You admit to, or are found to have, bought, supplied, been in possession of and/or used illegal substances such as drugs;
 - (j) You have withheld key information or provided incorrect or misleading information to Norland.



13.5 Appeal against termination: You may appeal against Norland's decision to terminate this contract under clause 13.4 a-jabove in accordance with the arrangements set out in the Complaints and Appeals policy.

14 **Data Protection**

14.1 Privacy Notice: Norland has a Student Privacy Notice which explains how We will use Your personal data. Key information from this Privacy Notice is provided with the letter of offer. The Privacy Notice is also published on the Norland website. You must read the Privacy Notices in full before accepting Your place.

14.2 Information Sharing: Norland will share aspects of Your personal data with the Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies. The HESA Student Data Protection Notice can be found here: <https://www.hesa.ac.uk/about/website/privacy> and here <https://www.hesa.ac.uk/about/regulation/data-protection/notices>.

14.3 Right of access: You have the right to access the personal data about You that Norland holds in accordance with Data Protection legislation.

15 **Refunds & Compensation**

15.1 We are responsible to You for loss or damage that You suffer that is a foreseeable result of our breaking this contract or us failing to use reasonable care and skill. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example if You discussed it with Us or We raised it prior to You accepting Your place.

15.2 We are not responsible to You for loss or damage that You suffer that is unforeseeable and is not caused by Our lack of reasonable care and skill.

15.3 Events that are beyond our reasonable control: Our ability to provide teaching might be affected by events beyond our reasonable control. If so, We may re-structure the course to deliver teaching remotely or there might be a delay before We can restart teaching,

15.4 Having made reasonable efforts to limit the effect of any of those events and having kept You informed of the circumstances We will try to restart Our usual teaching as soon as those events have been fixed.

15.5 If the event which stops Us from providing teaching is beyond Our reasonable control We will not automatically have to provide a refund or compensation but We may do so at Our discretion.

15.6 Examples of events which might be beyond Our reasonable control, also known as 'events outside Our control' include (this list is not exhaustive):

15.6.1 Any law or action taken by a government, such as a requirement by relevant authorities to close the site;

15.6.2 Risk to the Health and Safety of those on site;

15.6.3 Act of, or threat of Vandalism or Terrorism;



- 15.6.4 Civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict or breaking off of diplomatic relations;
- 15.6.5 Act of God, fire, flood, drought, earthquake or other natural disaster;
- 15.6.6 Epidemic or Pandemic;
- 15.6.7 Any labour or trade dispute, strike or industrial action;
- 15.6.8 Collapse of Buildings, fire, explosion or accident, power or utility failure;
- 15.7 As soon as reasonably practicable after the start of the event outside our control, We shall notify You and advise You of its likely or potential duration. We will try all reasonable options to limit the effect the event might have on our ability to provide teaching. However, if the event prevents us from delivering any teaching for a continuous period of more than one academic year then You may terminate this agreement without financial penalty.
- 15.8 Temporary College closure: In addition to the above clause 15.6, in the highly unlikely event that Norland is not able to preserve continuation of study temporarily, and is not able to teach remotely, compensation may be due according to Our Fees, Refund and Compensation Policy.
- 15.9 Permanent College closure: In addition to the above clause 15.6, in the highly unlikely event that Norland is no longer able to preserve continuation of study permanently (for example because of a decision to discontinue the course, cease operating altogether or lose the right/ability to provide the course) We will arrange for the course to be provided by "teach out" or make arrangements to transfer You to another suitable provider.
- 15.10 If this is not possible, We will refund all tuition fees paid directly to the College for the part of the course (Norland Diploma and/or degree) which cannot be delivered in that academic year in accordance with Our Fees, Refund and Compensation Policy.

Change of course location and Placement expenses

- 15.11 Change of course location within Norland's control: In the event that We announce a change to the course location after 1st September, beyond Our two sites of London Road or Oldfield Park, for example on grounds of material improvement of facilities or a temporary planned site closure etc. (this list is not exhaustive), entitlement to a contribution towards travel costs may be available according to the Norland Fees, Refund and Compensation Policy.
- 15.12 Placement expenses: Travel expenses for Placements may be reimbursed in accordance with the Norland Fees, Refund and Compensation Policy.

16 Other Important Terms

- 16.1 Consumer rights: This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination do not meet the standards of consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 16.2 Nothing in these Terms and conditions affects Your statutory rights. If You wish to obtain independent advice You may contact the Citizens Advice Bureau.



- 16.3 Enforcement: If You or We delay any use of these Terms and Conditions it does not mean that either Norland or You has waived our rights and either party can use their rights at a later date. Interpretation: These Terms and Conditions replace any earlier versions. If there are any inconsistencies between these Terms and Conditions and any other contractual information provided to You, these Terms and Conditions shall prevail. We have used Headings to try and make this contract easier to read and they are not otherwise part of these Terms and Conditions.
- 16.4 Third party rights: Only You and Norland are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.
- 16.5 Jurisdiction: This contract was made at Norland and it, together with each matter relating to the provision of educational services by Norland, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



Schedule 1 Model Cancellation Form

(Complete and return this form only if You wish to cancel the contract)

To: Norland College,
39-41 Upper Oldfield Park, Bath, BA2 3LB

Or Email to admissions@norland.ac.uk

I give notice that I cancel our contract for the supply of educational services.

Name of student

Address of student

.....

.....

Signature of student (only if this form is notified on paper)

.....

Date