



Ruskin College Oxford

Confidential

Terms and Conditions of Enrolment on Higher Education programmes at Ruskin College 2017

These terms and conditions, together with the College Regulations, the relevant Programme Specification and the Student Handbook, set out the terms that apply between Ruskin College (“the College” or “we” or “our”) and any higher education applicant (“you” or “your”) to whom the College makes any offer of a place on a programme of study leading to an Open University or Newman University award or credit (the “Programme”). These terms and conditions will apply from the day you accept your offer of a place on the Programme and will continue to apply for as long as you remain enrolled onto the Programme unless terminated earlier as permitted below.

1. Your Right to Cancel

1.1 You are entitled to cancel the Contract:

On the Acceptance of Offer of a Place: You have the right to cancel your acceptance of offer within fourteen days of the acceptance being submitted to the College. To do so you must, within the relevant 14 day period, inform the College of your intention to cancel the contract by contacting Student Services. Where you have cancelled the contract in accordance with this paragraph you will be entitled to a full refund of fees paid at that point, in accordance with the [Tuition Fee Policy](#).

On Enrolment on a Programme: You have the right to cancel and withdraw from the programme within fourteen days of your date of enrolment. To do so you must, within the relevant 14 day period, inform the College of your intention to cancel the contract by contacting Student Services. Where you have cancelled the contract in accordance with this paragraph you will be entitled to a full refund of fees paid at that point, in accordance with the [Tuition Fee Policy](#).

When a Programme is changed: Should you not wish to enrol on to, or continue on a programme that the College has advised you has substantively or materially changed, you have the right to cancel within fourteen days of the date of the confirmation of the changes. To do so you must, within the relevant 14 day period, inform the College of your intention to cancel the contract by contacting Student Services. Where you have cancelled the contract in accordance with this paragraph you will be entitled to a full refund of fees paid at that point, in accordance with the [Tuition Fee Policy](#).

1.2 If you wish to withdraw and cancel this Contract after this period you must do so by completing the College withdrawal form. To request a form you should contact Student Services.

2. Ruskin College's obligations

2.1 The contents of these Terms and Conditions and that of the relevant documents listed within them specify how the College will provide you with any teaching, examination, assessment and other 'educational services' for which you are registered and enrolled. These Terms and Conditions state how the College will take steps which are reasonably within its power to provide these educational services.

3. Your obligations

3.1 As a student at Ruskin College you are expected to commit to fulfilling all of the academic requirements of the programme on which you are enrolled. This includes participating in classes and tutorials, submitting all formative and summative assessments by the stated deadlines, ensuring punctual attendance at classes, tutorials and examinations, preparing adequately for and participating fully in activities related to the course, including but not limited to those activities taking place outside of the College such as placement/fieldwork, field trips etc, and allows covers your conduct whilst a student.

3.2 You agree to abide by the College's policies and procedures, in particular those documents which are mentioned in these Terms and Conditions together with any other policy, procedure or specific course requirement which may apply to you.

3.3 You agree to check your College provided email address at least once a day to ensure you are up to date with communications from College and programme staff.

4. College Regulations

4.1 The College Regulations form a comprehensive framework for learning, teaching and assessment, and other aspects of the student experience, and set out the regulations, [policies and procedures](#) that students of the College must abide by.

4.1 There are overarching regulations for [Open University Validated Awards](#).

4.2 There are overarching regulations for [Newman University Validated](#)

5. Programme Specification

5.1 The [Programme Specifications](#) set out an overview of the Programme as approved by the validating bodies.

6. College and Course Information

6.1 Your Student handbook will be provided to you during Induction Week and will also be available on the intranet for the duration of your study.

6.2 Programme specific and module handbooks will be made available to you on the intranet once enrolled. This will include, details of your module content,

programme structure, professional body accreditation (if applicable), and learning, teaching and assessment methods and submission dates.

6.3 Current information for your Programme will be found prior to your enrolment on the College's web pages:

[Certificate of Higher Education in Law](#)

[Foundation Degree in Writing for Performance](#)

[Foundation Degree in Health and Social Care](#)

[BA \(Hons\) Community Development and Youth Work](#)

[BA \(Hons\) Applied Social Science](#)

[BA \(Hons\) Social Work](#)

[MA in Global Labour and Social Change](#)

7. Changes to the Programme

7.1 The College's prospectus and other promotional material for each academic year can be published more than 12 months in advance. It is possible for you to apply to a Programme some months prior to enrolment and to defer your enrolment for a year. In these instances it may be the case that there will be rare occasions that the College needs to make changes, which could be substantive, to your published Programme either before or after your enrolment. Examples of such changes are:

- There is an insufficient number of students applying to the Programme to provide an appropriate student experience and/or for the programme to be financially viable
- Key staff have taken extended leave or left the College
- Recommendations made by the College's annual review and periodic review processes, including responding to student, professional body feedback and validating body feedback
- Changes to the funding the College receives
- Changes to material course content
- Changes to delivery location
- Other unforeseen changes beyond the College's control

7.2 In the event that we have to make a substantive and/or material change to your Programme we will:

- Notify you in writing of the change as soon as possible and will consult regarding the change, and work with you to understand the effect of this on your position and seek your written consent
- Seek to minimise the impact of these changes wherever possible
- Where a student does not wish to continue you will have the right to cancel the Contract according to the processes set out in these Terms and Conditions

7.3 Where it becomes necessary to cancel a course before it commences the College will make every effort to offer an alternative to those who have been offered a place. In such instances you will have the right to cancel your Contract according to the processes in these Terms and Conditions.

7.4 If you are unhappy with changes the College makes to a course, before or after it commences, you will have the opportunity to invoke the [Student Complaints Procedure](#).

8. Enrolment and Fees

8.1 By enrolling onto the Programme you are agreeing to pay the tuition fees and any other fees relating to your Programme for that academic year e.g. accommodation fees if you live onsite and fees relating to placement/fieldwork activity such as travel costs. Your fees need to be in place or confirmed at enrolment otherwise you will not be eligible to enrol. You will be required to re-enrol for each academic year of your Programme at the start of the new academic year. Your annual tuition fees will cover your first attempt at all the modules necessary to complete that academic year of your Programme. Additional or re-sit modules will incur an extra charge. You will need to pay the tuition fees that apply for the year that you enrol onto your programme on enrolment, or prove that your funding is in place. Full details of our fee structure and accommodation charges can be found in the [Tuition Fee Policy](#).

8.2 If you are transferring credit from another institution, you will be advised of any additional modules that you may need to take and the applicable fees prior to enrolment.

8.3 If you plan to live onsite you must pay the first term's/semester's accommodation fee on enrolment day, and subsequent term's/semester's fees on the first day of each the relevant term/semester. If this is not possible you will need to agree to a payment plan with a company called FlexEd who currently manage accommodation payments on behalf of the College. In the event of non-payment of accommodation fees Ruskin College reserves the right to terminate your License to Occupy. Students who owe accommodation money to the college will not be eligible to live onsite in future years.

9. Notification of Relevant Information

9.1 You must disclose to the College full and accurate academic and personal information as required for applications for admission, funding eligibility, registration and enrolment purposes.

9.2 You must inform the College if there is any change to the academic or personal information that you provided during the admission, registration or enrolment processes.

9.3 If, during the admission process or subsequent to registration or enrolment, the College discovers that you have withheld, or provided inaccurate, material academic and/or personal information, you shall be treated by the College as having acted in bad faith. As a consequence, the College may terminate your application or your Contract.

9.4 You shall inform the College of any unspent criminal convictions when applying to the College for admission. Students on some courses may also be required to

declare spent convictions and/or undergo an Enhanced DBS check due to a legal requirement or a requirement of a professional, statutory or regulatory body. For Professional programmes this will be confirmed in your offer letter. Placements on other programmes may require a DBS check. Students will be informed if this is necessary when discussing placement arrangements.

9.5 The College shall decide if any criminal convictions you may have mean that you are not eligible to study at the College or on the Programme that you have applied for. You will be informed of this decision after the application assessment process has taken place. Further information can be found in the [College's Admissions Policy](#).

9.6 You shall promptly inform the College, if after completing your application for admission or when you are a student of the College, you are convicted of any criminal offence or if there are any circumstances which may affect your suitability for your course of study.

9.7 You must notify the College if there are any subsequent changes to your personal details, address, telephone number as soon as is practicably possible.

9.8 You must notify the College if you change your name and would like this change to be reflected in the College's records and documents by submitting such a request in writing, together with any official supporting documents, to Student Services.

10. Termination or suspension of your contract (registration) by the College

10.1 The College may cancel your contract (registration), either temporarily or permanently, under the following circumstances:

- Academic reasons, under the provisions of the College's regulations
- Unsatisfactory levels of attendance
- Failure to re-enrol at the start of an academic year (unless you have notified us of your intention to take a temporary period of withdrawal)
- Disciplinary reasons, including (but not limited to) unfair practice, parking on the grounds or driveways at Ruskin College, on Stoke Place or at Old Headington Parish Hall, the provision of inaccurate information relating to prior academic achievement, personal details, criminal convictions, or on grounds of professional or personal misconduct
- If you inform the Student Loans Company of your withdrawal, even if you have not informed the College
- Non-payment of fees under the terms of this Contract and the [Tuition Fee Policy](#), which includes not keeping up with any agreed payment plans.

10.2 Where your registration is cancelled, this Contract will be deemed to be terminated, but you will still be liable for any outstanding fees accrued to the date of that cancellation.

10.3 The College may suspend your registration where you are found unfit to study, for example through reasons of ill health, as detailed in the [Fitness to Study](#)

[Policy](#) or where you choose to take an approved temporary period of withdrawal. In all cases, this will be in accordance with processes approved for the purpose. In such cases, your contract will be deemed to remain active unless or until the College or you cancel that contract in accordance with paragraphs above.

11. Debts

11.1 The College may withdraw facilities from (e.g. IT facilities), withhold the conferment of academic awards to, terminate the enrolment of or refuse to enrol or re-enrol persons who owe academic-related monies to us in accordance with our [Tuition Fee Policy](#).

12. Overseas Students, UK Visas and Immigration (UKVI)

12.1 Specific regulations apply to overseas students at the College. For full details of the terms and conditions specific to overseas students, please see annexe 1.

13. Living at Ruskin College

13.1 Please note that if you are offered a place in our halls of residence at Ruskin College this is dependent on you remaining enrolled as a full-time student with us. If you withdraw from your Programme or are required by us to withdraw from it, or you change to part time study you will also be required to leave the accommodation within fourteen days.

13.2 All resident students must vacate their study bedroom at the end of each summer term/semester. Ruskin College does not offer students accommodation over the summer vacation.

14. Parking

14.1 Ruskin College has a [parking policy](#). There is no student parking at Ruskin College for cars, vans, motor-caravans or caravans. Students who have a Blue Badge issued in their name may park on site, once providing a copy of the permit to Student Services. Students must not park on Stoke Place or at Old Headington Parish Hall. If you do park at either location your place on the programme may be withdrawn under the [Student Disciplinary Policy](#).

14.2 Ruskin College offers free parking and minibus shuttle from Oxford City Football Club to the College at regular times in the morning and afternoon Mondays to Fridays. Details of how to apply for a permit to use this service will be provided in your offer letter.

14.3 Students may park bicycles and motorcycles on site in the designated areas.

15. Equality Act 2000

If you have a disability or a long term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss

[support arrangements](#) with you and so we can provide information on the [additional student support](#) offered by the College.

16. College Complaints

The College has a [student complaint procedure](#) that is accessible to all students of the College.

17. Office of the Independent Adjudicator (“OIA”)

If, further to your complaint, we have provided you with a “Completion of Procedures” letter or you have been provided with one by your programme’s validating body (The Open University or Newman University) and you are still unhappy with the outcome of your complaint, you may be able to refer it to the [OIA](#).

18. Concerns

If you have concerns, such as with your ability to continue on the course for academic or personal reasons, you are strongly advised to contact the Head of Higher Education or the Head of Student Services at the earliest possible stage.

19. Data Protection Act 1998 (“the Act”)

19.1 Ruskin College will hold and process all your personal and sensitive data according to the requirements of the Data Protection Act 1998 for its own administrative purposes, on our MIS system in order to provide you with educational services, including facilitating your entitlement to membership of Ruskin Student Union, the University of Oxford’s Student Union and the College’s Alumni Organisation and Fellowship, if a residential student, FlexED (or any successor company appointed by the College), and J2Profit (or any successor company appointed by the College) to provide the college with destination data. You agree to such data being processed for the purposes specified in these terms and conditions.

19.2 The College will share some of your data with professional bodies if your Programme carries professional accreditation and/or with Turnitin UK Ltd (or any successor company appointed by the College) to monitor plagiarism. There is a statutory obligation for the College to share data with HEFCE, the Skills Funding Agency, the Student Loans Company and the UK Border Force (international students). The College may also share your data with companies that host marketing tools on our behalf. We will not share your data with any other third parties unless we have your express consent. This includes members of your family.

19.3 The College has a [Data Protection Policy](#) which explains how we will use and store your data.

19.4 If you do not consent to your data being processed by us for our own marketing purposes, which may include fundraising, please contact marketing@ruskin.ac.uk

20. Termination of these Terms and Conditions

20.1 These terms and conditions will cease to apply if you exercise your right to cancel and/or withdraw from the College. We may terminate your contract for the supply of educational services and withdraw you from your Programme in the following circumstances:

- (a) if, for any reason, you are unable to satisfy any mandatory entry requirement of your Programme; and/or
- (b) if, between accepting our offer and enrolling on your Programme, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (c) if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; and/or
- (d) if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (e) if, in our reasonable opinion, any qualification or status has been obtained by fraud; and/or
- (f) if you are convicted of an indictable offence in the UK or an equivalent offence of any other country; and/or
- (g) if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are expected to attend or be a member of as part of your Programme; and/or
- (h) If, for any reason, we are unable to sponsor your student visa in accordance with the UK's immigration rules, or, if, for any reason, we are required to withdraw that sponsorship; and/or
- (i) if we withdraw you from your Programme for any reason as permitted by the College's Regulations.

20.2 Any action the College takes under the termination provision will not restrict our ability to take any other action against you that we have the right to take.

21. Liability

21.1 Whilst the College takes reasonable care to ensure the safety and security of its students whilst onsite and/or whilst using the College's services, Ruskin College cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). Students are advised to insure their property against the risk of theft and damage.

21.2 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 Ruskin College.

21.3 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 and national emergencies, i.e. 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. However, in such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

21.4 You will not be liable for failure to perform and any obligations under this contract, if the failure arises from circumstances that are beyond your control. If you rely on this exclusion you must ensure that the consequences of failure to act are kept to a minimum.

22. Contracts

22.1 The College may, from time to time, need to make changes to this Contract, or to any of the Relevant Documents and Policies. Changes will normally take effect at the start of the next academic year, but it may sometimes be necessary to bring the changes into effect during the course of an academic year, for example where the College judges that such changes are in the best interests of students, or are necessary to comply with the law. In such cases, the College will place a copy of the revised Contract or documents on the College website and will communicate the changes to all students concerned by email and where applicable you will be invited to a consultation and to provide comments. Should this occur, you will be asked to confirm your acceptance of the changes in writing.

22.2 Under the Rights of Third Parties Act 1999 these terms and conditions are personal to you. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

22.3 If any part of this Contract becomes illegal, invalid or inapplicable, then all other parts of the Contract shall remain in force until such time as revisions can be made as per paragraph 22.1.

22.4 Failure of either party to enforce any part of the Contract shall not be construed as a waiver of a right to later enforce that part or any other part of the Contract.

23. Notices

The College may serve notices on you by email to your Ruskin College email address and/or by sending the notice to the last recorded address that we hold for you.

24. Order of Precedence

24.1 These terms and conditions, the College Regulations, the Student Handbook, the Programme Specification and the Programme Handbook are intended to be

mutually explanatory but in the event of a discrepancy then the order of precedence shall be as follows: (1) these terms and conditions; (2) the College Regulations; (3) the Student Handbook; (4) the Programme Specification; and (5) the Programme Handbook.

24.2 These terms and conditions, the College Regulations, the applicable Programme Handbook and Programme Specification and any other documents referred to herein are the entire understanding between you and us about your Programme and replace any other undertakings or representations. The College's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

24.3 All references to statutory legislation include any amendments or successor to that legislation.

25. Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

Annexe 1

1. Overseas Students, UK Visas and Immigration (UKVI)

1.1 Prior to making an application Ruskin College requires all international students to read the [UK Visas and Immigration Policy Guidance](#) on applying for a Tier 4 visa to ensure that you are compliant with the UKVI requirements.

1.2 Students from non-EEA countries

If you need to be sponsored under Tier-4 of the Home Office points-based system, the College must issue you with a Confirmation of Acceptance for Studies (CAS) before you can apply for your visa. You must have paid the whole years tuition fees and accommodation fees if living onsite) before the College will issue this to you.

1.3 If you are not a citizen of the UK or any other country in the EEA (a "Non-EEA Student") it is your responsibility to obtain from the Home Office a visa ("Visa"), which:

- authorises you to remain in the UK in order to study the course on which the College has offered you a place (the "Programme");
- extends for the duration of the Programme; and
- has been issued on the basis of the CAS related to the College's offer of a place on the Programme.

1.4 If you are a Non-EEA student who has to obtain a Visa through the "Tier-4 Sponsorship" scheme the College will:

- issue you with a CAS as long as we have received from you such proof as we specify;
- that you have met all of the academic requirements; and
- if separately required, that you have met the English language conditions prescribed for your entry to the Programme or by the Home Office;
- provide in a timely, comprehensive and comprehensible manner such guidance as you may require in order for you to apply for the Visa; and
- respond fully and speedily to any request for information or documentation which we are asked to supply in connection with an application for the Visa.

1.5 If you are a Non-EEA Student, you will:

- supply us with all the documents requested, either original or certified copies (as stipulated by us);
- ensure that your application for the Visa is accurate, submitted in a timely manner and supported by any documentation required by Home Office;
- provide us with all of the information which we require during the Visa's term which may relate, inter alia, to:
- your UK address and telephone numbers; and
- your attendance at and absences from the classes or assessments prescribed for the Programme;
- comply with all conditions attached to the Visa; and
- notify the College via Student Services immediately of any change in your circumstances which could put into doubt your ability to comply with the conditions attached to the Visa.

1.6 If, on initial registration, you are a non-EEA student who is unable to produce all proof of eligibility to study on the programme and any other documents specified by the University, the University will be entitled to:

- refuse to register you onto the Programme;
- withdraw its offer of a place on the Programme;
- report to the Home Office that we have done so; and/or
- retain, or recover from you, any deposit, fees or other sums in accordance with the Fee Schedule.

1.7 If you are a non EEA Student sponsored by the University and your Visa application is refused you will:

1.8 The non EEA Student sponsored by the College will:

- inform Student Services within two weeks (refund requests received after this date will automatically be rejected) upon receiving the Visa application outcome, submitting the Visa Refusal document issued by the British High Commission/British Embassy; and
- unless any of the exceptional circumstances outlined below apply, the College will issue a refund of all the monies paid, minus the deposit.

1.9 Unless any of the exceptional circumstances outlined below apply, the College will:

- Issue a refund of all the monies paid, minus the deposit

1.10 If any of the following exceptional circumstances apply, then the College may retain, or recover, any deposit, fees or other sums in accordance with the Fee Schedule:

- you did not make a timely Visa application;
- you did not inform the College of the reason of non-arrival within one week of the course start date (date shown on the CAS statement);
- the refusal document issued by the British Embassy/High Commission indicates that you presented fraudulent information and/or documents; and/or
- you did not prepare for Visa interview, could not answer relevant questions about the College and did not provide correct academic documents as detailed in the CAS.

1.10 If, you have met our English language requirements, but your contact with the College prior to or during your course leads us to reasonably believe that your English language ability would be likely to seriously jeopardise your success on your course, we may ask you to demonstrate your English language ability by undertaking a Pearson or IELTS test. If you do not meet the minimum Pearson/IELTS scores stated for your course on our website, the College will be entitled to withdraw you from your course. In such circumstances, the College will have no liability to you but will refund to you any fees you have already paid less your deposit.

1.11 The College may withdraw facilities from or refuse to enrol you if you do not have or are unable to provide evidence of appropriate immigration clearance from

the UKVI. As a sponsor of international students, the College is obliged to report certain events and activities to the UKVI including, but not limited to, students extending or withdrawing from their programme for whatever reason, and not attending lessons. International students are expected to assist the College in meeting its obligations to the UKVI and comply with the terms and conditions of their visa.