

City College Norwich

Rules, Regulations and Procedures for Students 2017-18

Please read these conditions carefully. You shall be bound by the terms of this contract, when you and the College's representative have both signed the Learning Agreement.

In this document you will find the following

IMPORTANT INFORMATION: -

- Your rights to cancel this contract.
- The College's obligation to you, the student.
- Details of the information you must provide to the College about you and keep up to date.
- How the College will protect the information you provide in line with the Data Protection Act.
- How to get the learning support or additional help you require.
- What action the College will take if you are not punctual to class or do not attend your classes regularly.
- Your health and safety responsibilities as a student of the College.
- Where you can find other College policies, regulations and procedures.
- When the College is legally able to search a student or their possessions, even without their consent.
- Costs you will be charged if you withdraw before the end of the academic year or if you fail to complete your course or achieve the qualification by its planned end date.
- What action the College will take if you or a third party fail to pay your tuition fees.

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SUMMARY OF THIS CONTRACT

The following conditions form the terms of the contract between City College Norwich of Further and Higher Education ("the College") and you, as a student. In them the College is referred to as "we"/"us"/"our" and the course you enrol on as "the Course". The contract between you and us shall be made, and you and we shall be bound by the terms of that contract, when you and the College's representative have both signed the Learning Agreement.

YOUR RIGHTS AND OBLIGATIONS

1. Entire Agreement

Please read these conditions carefully. You shall be bound by the terms of this contract, when you and the College's representative have both signed the Learning Agreement.

2. Right to Cancel

You have the right to cancel the contract with the College within 14 days of your enrolment date. Notification of a cancellation of contract must be made in writing to the Principal.

3. Fees

3.1 Course Fees

You will have to pay or arrange for payment on your behalf for the following ("the Fees"):-

- Tuition Fees for all programme elements that are not fully funded.
- Registration, Examination and Assessment Fees.
- Additional consumables, protective clothing, equipment, books and study materials needed for your chosen course which are identified in the appropriate prospectus and on the College website under course information (www.ccn.ac.uk).

3.2 Examination Fees

Where the awarding body requires entry to an examination to be made by the student directly (i.e. not through the College) the Examination Fee will not be included in the Fees. This affects a small number of courses as identified in the appropriate prospectus and on the College website under course information (www.ccn.ac.uk).

3.3 Higher Education Failed Module Retake Fee

If you are a Higher Education student and you are granted permission by an Assessment Board to retake a failed module the following Fee will be applied and must be paid in full prior to enrolment on to the retake module: -

- Retake of the Assessment only = £50.
- Retake of the Assessment with tutorial = £50 plus £35 per hour tuition.
- Retake whole module will be charged as follows: -
Initial annual tuition fee charge / 12 = charge per 10 credits.

3.4 Further Education and Commercial Retake Assessment Fees

If you are enrolled on a Further Education programme (inc Access) and you fail to complete your Course or achieve the qualification by its planned end date, as stated on the Learning Agreement, the following Fee will be applied and must be paid in full prior to the retaking of the assessment: -

- Retake of the Assessment only = £50.
- Retake of the Assessment with tutorial = £50 plus £35 per hour tuition.

3.5 Examination Fees

If you fail to attend an examination (without authorisation), for which the College has incurred cost, you will be liable for the examination costs.

3.6 Failed/Missed Examination Retake Fee

If you wish to retake an examination the College will charge you the awarding body entry fee prior to the booking of the retake. Examination entry fee charges are available by contacting the Examinations Team at examinations@ccn.ac.uk.

3.7 Fee Calculation

Fees will be calculated on the basis that you fully and correctly provide accurate information. If there is any error or omission, the amount of the Fees will be adjusted accordingly.

3.8 Fee Changes

The Fee for each year of the Course is determined by the Course Fees and Eligibility Statement which identifies the rates that apply for that year and is reviewed by the Governing Body on an annual basis.

3.9 Fee Remission

If you receive Tuition Fee remission in accordance with our Course Fees and Eligibility Statement, then you must inform the College via the Advice Shop immediately if your circumstances change.

3.10 Failure to Complete Your Course within the Expected Timeframe

If you fail to complete your Course or achieve the qualification by its planned end date, as stated on the Learning Agreement, and you stay on at the College to complete all or part of your Course then you will be liable for the costs associated with the retake of the relevant assignment/module. Charges are detailed in item 3 above.

4. Refund of Fees

4.1 Withdrawals

You must notify the College immediately if you are considering or wish to withdraw.

4.2 Further Education Learners (including Access Courses)

If you are enrolled on a Further Education programme (inc Access) and you withdraw before the end of the academic year, the Fee will be recalculated as follows: - (plus a £50 admin fee will be applied)

- Withdrawal in Term 1 = 33% of the Fee will be charged
- Withdrawal in Term 2 = 66% if the Fee will be charged
- Withdrawal in Term 3 = 100% of the Fee will be charged (full fee payable)

4.3 Higher Education Learners

If you are enrolled on a Higher Education programme and you withdraw before the end of the academic year, the Fee will be recalculated as follows: - (plus a £50 admin fee will be applied)

- Withdrawal in Term 1 = 25% of the Fee will be charged
- Withdrawal in Term 2 = 50% of the Fee will be charged
- Withdrawal in Term 3 = 100% of the Fee will be charged (full fee payable)

4.4 Apprenticeship Learners

Your employer is responsible for any fee related to your apprenticeship programme. Full Apprenticeship Fee details are available within the College Fees and Eligibility Statement which is available on request.

4.5 Commercial Courses

If you are enrolled on a Commercial Course the College holds a strict no-refund policy. The student will be liable for the entire fee, even if they

withdraw before the end of the course.

4.6 International students

The College holds a strict no-refund policy. The student will be liable for the entire fee, even if they withdraw before the end of the course.

International Students are required to pay a 60% deposit at enrolment and this is non-refundable.

However, if an International Student is unsuccessful in their visa application after paying a 60% deposit or the full tuition fee, the deposit or full tuition fee will be refunded, minus a £250 administration charge.

4.7 Registration, Examination and Assessment Fees

Registration, examination and assessment fees are non-refundable.

4.8 Ancillary Fees

Costs for additional consumables, protective clothing, equipment, books and study materials are non-refundable.

4.9 Course Cancellation

In the event that the College cancels a Course, the College will make every endeavour to secure you an alternative suitable course placement either at the College or another education provider. If the College cancels a course, Fees paid will be refunded in full.

5. Non-payment of Fees or Instalments

5.1 Non Payment of Fees

You must notify the College immediately if you are experiencing financial difficulty and are unable to pay your Fees. The College will make arrangements to discuss payment options that may be available to you. Failure to pay the Fees, or any agreed instalment, by the due date, will result in you being suspended from the College and the following action being taken by the College, until such time that a payment arrangement has been agreed:-

- Your access to College IT systems will be restricted.
- You will not be permitted to attend class.
- You will not be able to progress onto a subsequent year/semester.
- Your work will not be marked.
- Your results will not be published on your e-ILP or confirmed in writing.
- If you are a Higher Education student, your award will not be confirmed until such time all tuition fees have been paid in full;

following which your award will be taken to the next scheduled Awards Board.

Failure to contact the College in relation to the non-payment of the Fees will result in your exclusion from the College. If you are excluded then all rights and privileges enjoyed as a student of the College will cease from the date of exclusion. Exclusion will be notified in writing. Your outstanding debt will be transferred to a third party debt recovery agent or small claims court. You will be refused other support offered by the College, such as counselling services and use of facilities, such as the Gym.

5.2 Non Payment by Third Parties

If a third party has been invoiced for all or part payment of the Fees on your course, but fails to pay within 30 days of the start of the course then you (the student) are liable for the unpaid fees and the College may take action against you as noted in point 5.1 above, if the Fee remains unpaid.

If you withdraw as a result of a third party failing to pay all or part of the Fees on your behalf, the Fee will be recalculated as noted under item 4 above. You are liable for any unpaid fees and the College may take action against you as noted in 5.1 above if the Fee remains unpaid.

5.3 Exclusions Non Payment

No refunds will be paid to any student who is excluded on the grounds of non-payment of Fees, additional costs or instalments.

Exclusion for non-payment of Fees, additional costs or instalments will not require referral to the student disciplinary procedure.

6. Emergency Loan

The College operates an emergency loan facility where a student is able to access funds in the case of an emergency. All enquires are to be made via the Advice Shop. Please note that this is a loan facility and as such any money loaned to you by the College must be paid back. Failure to repay money that has been loaned to you, may result in you being suspended from your studies and action taken by the College as per item 5.1 above.

7. Administration

7.1 Accuracy of Information

The College collects the following types of personal data about you:

- Name, address, contact details;

- Previous educational establishment and qualifications on entry
- Course details, attendance record and marks/awards received;
- Financial information relevant to your fees and/or funding;
- Information relating to your health where relevant to your learning needs, access and/or pastoral care;
- Ethnic group information;
- Digital image (enrolled students only) and information relating to your activities whilst visiting the College's campus sites (including CCTV records).

Please refer to the College's Privacy Notice for Applicants and Students which can be found on Blackboard for more information about your rights under the Data Protection Act 1998.

7.2 Personal Data

You must provide accurate personal data to the College and keep this information up to date. You may ask us to correct or remove information we hold about you if it is inaccurate.

7.3 Proof of Attendance

At your request, the College will provide you with written confirmation that you are a student of the College for purposes such as Council Tax reduction. Should you lose this information or require it again for any reason, there is an administration charge of £10.

7.4 Identity Badge

You must display your student Identity Badge at all times and you must immediately give full and accurate details of your name and the name of your School/Centre at the College if a member of College staff requests you to. Should you lose your ID badge the College will provide you with one replacement free of charge. Any further requests for a replacement ID badge will incur a charge of £5.

7.5 Unspent Criminal Convictions

All applicants are required to indicate if they have an unspent criminal conviction or charges pending when completing a College application form and when enrolling (all information will be dealt with sensitivity and in confidence).

7.6 Changes of Details

You must notify the Advice Shop at the College immediately if there is any change in the details you provided on the Learning Agreement.

7.7 Changing a Course during the Academic Year

You are not entitled to change Courses without the approval of the Head

of School/Centre; there is no obligation for the Head of School/Centre to give that approval.

8. Academic Regulations

8.1 Refusal of Admission

The College holds the right to refuse to admit you on to any course if you do not attain the necessary entry qualifications for the Course; or if we cannot meet your support needs; or if you are, in our reasonable opinion, unlikely to benefit from the Course. Please refer to the College's Admissions Statement and Procedure.

8.2 Diagnostic Testing

We may require you to undergo a diagnostic test before agreeing to admit you on any course.

8.3 Attendance

You must attend all classes, tutorials and examinations which form part of the Course. If you have a genuine reason for absence you must call the absence line on 01603 773631 immediately or fill out the Learner Absence Form via Blackboard, by 8:00am on the day of absence.

8.4 Lateness and Punctuality

You must arrive punctually at all learning sessions, including work experience. This includes you being prepared, bringing the right equipment and being ready to learn.

If you are not present at the timetabled start of the lesson, you will be marked late. Persistent lateness and/or non-attendance may result in your being withdrawn from the Course.

8.5 Long Term Absence

If you are absent from classes and/or tutorials for a period of 4 weeks or more without our consent; or fail to respond satisfactorily to the College absence code of practice; you will be deemed to have withdrawn from the Course and you will be excluded from any further Course activities and charged as detailed under item 4 above.

8.6 Withdrawal

Where you are deemed to have withdrawn from the Course or are required to withdraw on the basis set out above, you will not be entitled to any refund of the Fees and must immediately pay any outstanding Fees that are due.

8.7 Regulations and Procedures

You must comply with the academic regulations and procedures that

apply to your Course, details of which are available from your Course Tutor and in the Course handbook.

8.8 Submission of Work

You must submit all work which is required as part of the Course in accordance with the deadlines and study guidelines that we set. You must do your best to complete all work required as part of the Course to a standard acceptable to us. All work submitted for assessment must be your own and if it contains extracts, literal or paraphrased, from the work of others, the authors and sources of the extracts must be explicitly acknowledged. Your submitted assignments may, at our discretion, be checked for plagiarism and external plagiarism detection services may be employed for this purpose. Plagiarism is a serious academic offence; disciplinary action will be taken in cases of suspected plagiarism and this could result in exclusion from the College.

8.9 Failure to Submit Work

If you fail to submit work in accordance with the deadlines and study guidelines or to a standard acceptable to us, we will not be obliged to mark or consider that work. If your work persistently fails to meet those requirements you may be excluded from the Course. Exclusion on these grounds or for the reasons set out in 8.5 or for failure to comply with points 8.6 or 8.7, will be authorised by the relevant Head of School/Centre or member of the Executive Team or the Assessment Board for the Course and will not require reference to the student disciplinary procedure.

8.10 Equipment and Materials

Where we provide you with equipment, books or study materials relating to the Course, you must look after and return all such items to us in good condition before the end of the academic year. Failure to return any such items (in good condition) will result in you being charged for the replacement of the item. The College will pursue you for any unpaid charge (including library fines) and failure to pay may result in action taken by the College as per item 5.1 above.

8.11 Mobile Devices

Mobile devices are to be used appropriately in the learning environment. Mobile telephones are to be switched off in all lessons, examinations, other learning and assessment environments and in any circumstances in which the work of others may be disturbed.

8.12 Examinations

It is your responsibility to acquaint yourself with the regulations concerning entry to examinations (both external and internal) and assessments and it is your responsibility for ensuring that you are entered for the relevant examinations and assessments.

8.13 Additional Help and Special Allowance in Examinations

It is your responsibility to request any additional help or special allowance in examinations or assessments (called an access arrangement) to which you may be entitled on educational, medical or other grounds. Advice on this can be obtained from your Course Tutor, Lecturer or the Examinations Officer. You should book an appointment at the Advice Shop to see the SpLD team to get extra time, rest breaks, coloured paper etc for your exam.

8.14 Learning Support

You can find details of the learning support the College can offer you on the website (www.ccn.ac.uk). You need to make us aware of your disability or difficulty and tell us that you want support by replying to the letter you receive upon application. You should tell us if you have an EHCP before you come to the College and we will contact you to discuss your support needs. If you don't want support but have a disability or difficulty you should still disclose this to us.

9. General Regulations

9.1 College Policies

You must abide by College policies, rules, regulations and procedures and codes of practice at all times (especially those related to Equality and Diversity, Bullying and Harassment, Alcohol and Drugs), all of which are located on Blackboard under the 'CCN Student Info' tab/Student Charter and Policies.

9.2 Disciplinary Procedure

The College reserves the right to take disciplinary action against students who infringe College rules, regulations and procedures. This could, in serious cases, lead to dismissal from the College. You will be subject to our disciplinary procedures (details of which are available from personal tutors and on Blackboard under the 'CCN Student Info' tab/Student

Charter and Policies) and must act within the spirit of our Student Charter and these Terms and Conditions.

9.3 Information Technology Facilities

You must use the College Information Technology facilities in a responsible manner at all time and not transmit inappropriate material over the College IT network as agreed on entry to College.

9.4 Epilepsy, diabetes and other medical conditions requiring medication

If you have a medical condition which is managed by the use of prescription medication or emergency medication, please inform the College Nurse within the first week of attending the College and supply all appropriate information to them. They can keep records of this information enabling them to assist appropriately in times of need.

9.5 Prescription Medicine

Please inform the College Nurse if you regularly carry or use prescription medicine.

9.6 Food and Drink

Food and drink may be consumed only in the designated restaurants, refectories and cafeterias and must not be consumed in classrooms, laboratories, workshops, the library or other teaching or learning areas.

9.7 Breakages

You will be required to pay in full for all breakages, loss or damage caused by you to any College equipment, buildings or fixtures and fittings.

10. Health and Safety Regulations

10.1 Legal Duty

You have a legal duty to take care of your own health and safety and that of other students who might be affected by your acts or omissions and you must comply at all times with the College's health, safety and welfare requirements and policies.

10.2 Reporting an Accident or Incident

You must immediately report to a member of staff any accident or incident which takes place on the College premises that you are aware of and which results in any injury to any person or damage to College property or creates a potential hazard to health or safety.

10.3 Personal Protective Equipment and/or Clothing (PPE)

You are responsible for providing protective equipment and/or clothing

(of the type and standards that we specify) suitable for any class which takes place in a hazardous environment (e.g. workshops, laboratories, kitchens) as identified in the appropriate prospectus and on the College website under course information (www.ccn.ac.uk). If you are not wearing the required protective clothing you will not be allowed to attend the class.

10.4 Contagious Diseases

If you are suffering from any contagious disease or have been in contact with anyone whom you know to have been suffering from a contagious disease then, in order to protect the health of all students and staff, you must not enter the College premises and when informing your personal tutor (or equivalent) of your absence (as you are required to) you must also notify them that you are suffering from or have been in contact with the contagious disease and give details of the disease.

10.5 Smoking

The College operates a strict 'no smoking' policy. You are permitted to smoke only in those locations on the College premises that are specifically designated as smoking areas. Any form of 'electric/vapour cigarettes' are only to be used outside.

10.6 Violent Crime Reduction Act 2006

In accordance with Section 46 of the Violent Crime Reduction Act 2006, the College has the power to search any student for weapons (without the individual's consent) where it has reasonable grounds for suspicion.

10.7 Drugs and/or Alcohol

The College reserves the right to conduct searches of students and classrooms where required or if there is suspected possession of drugs and/or alcohol. The College also reserves the right, from time to time, in cooperation with the police to invite a drugs dog onto the premises for an out of hours search.

11. Our Obligations and Services

11.1 Educational Service

We will use reasonable endeavours to provide you with an educational service which shall include one or more classes (and, where appropriate, tutorials) or other learning experiences designed to prepare you for relevant and appropriate assessments, examinations and qualifications having regard to the contents of the Course and your academic

standards.

11.2 Course Viability

Notification of cancellation or other changes affecting the operation of a Course will be given at the earliest opportunity. In the event that a Course is cancelled, the College will make every endeavour to secure you an alternative suitable course placement either at the College or another education provider, this however cannot be guaranteed.

11.3 Course Hours

We will endeavour to ensure the number of hours as agreed on the Learning Agreement are available to you within the academic year, though we are not bound to offer you any particular number of classes per week or deliver the Course by any particular method and we may, at any time, alter your timetable, increase the number of classes or taught hours relating to the Course, alter the location and dates when the Course is delivered and alter the methods by which the Course is delivered.

12. Liability

12.1 Personal Property

We shall not be responsible for any loss or damage to your property (including, but not limited to, your motor vehicle or cycle) whilst on the College premises.

12.2 Personal Injury

We shall not be responsible for any personal injury that you suffer whilst on the College premises unless it is caused by our act or omission.

12.3 Breach of Terms & Conditions

We shall not be liable for any loss that you suffer as a result of our breach of these conditions or any other act or omission by us, our employees or agents of a type other than direct loss or damage to physical property or personal injury.

12.4 Our Negligence

Except in the case of death or personal injury resulting from our negligence our liability to you for any breach of these conditions or any other act or omission by us, our employees or agents will be limited to the Fees that you have actually paid.

13. Circumstances beyond our Control

13.1 Part Course Cancellation

We may, suspend, alter or merge all or any part of the Course where this is caused by any circumstances beyond our control.

13.2 Definition

The expression "circumstances beyond our control" in these conditions means matters such as (but not limited to) actions by the Government, war, riot, civil commotion, fire, flood, epidemic, act of God, strikes, labour disputes, student sit-ins, civil disturbance, death or unforeseen absence of staff or absence of staff through illness or injury, damage to buildings and property and the enforced closure of buildings.

14. References

14.1 Referees

We may require you to provide the names of two referees who are not members of your family where we deem this to be appropriate.

14.2 Alternative Referees

We may ask you to provide one or more alternative referee(s) where we consider that the person(s) you propose as referee(s) may not necessarily be a reliable source of information or opinion about you.

14.3 Unsatisfactory References

Where we consider that the references supplied are not satisfactory in view of the nature and/or content of the Course we will be entitled to withdraw you from the Course and refund (or release you from your obligation to pay any future instalments of) a proportion of the Fees equal to that part of the Course which you are not allowed to attend. Refund of those Fees (or that release from payment of future instalments) will be the full extent of our liability to you for withdrawing you from the Course in those circumstances.

14.4 Other Checks

For certain Courses we are obliged to carry out checks with statutory bodies to ascertain eligibility for the Course. For example, courses such as Childhood Studies will require you to have a Disclosure Barring Service (DBS) check. These checks will be carried out and the outcomes will be taken into account and affect your ability to continue with your studies.

14.5 Copyright

Copyright on all materials supplied by us in respect of the Course belong to us or is licensed to us by the copyright owner.

You are not permitted to copy or reproduce in any manner or produce any adaptation (including translation) of the whole or part of any of the Course materials except as required for your private research or study.

15. Instrument and Articles of Governance

These are the College's constitutional documents and will be available for you to look at on Blackboard, from the College's Information Store and the Students' Union Office, or such other places as we may advise from time to time.

16. Photographs and Video Recordings

Photographs and video recordings may be taken by staff or students of the College for use in teaching and assessment, for publicity purposes, or for other reasons. If you do not wish your photographic image to be used for any or all of these purposes, or you do not wish to have your photograph taken, you should register this objection with the photographer at the time the photograph (or video recording) is being taken. You must not take photographs or make video recordings of other students or members of staff unless you have their written permission.

17. Governing Law

The contract of which these conditions form part, shall be governed by and construed in accordance with the laws of England. You and we agree that we will not take any disputes or matters regarding the contract to any courts other than the courts of England.

18. Data Protection

The College's full Privacy Notice can be found on Blackboard under Student Information/Data Protection. The below summarises the content of the Privacy Notice.

18.1 City College Norwich ("the College") processes personal data about its students and is the 'data controller' for the purposes of the Data Protection Act 1998.

18.2 Purposes for data processing by the College include:

- Administering enrolments, examination entries and awards
- Delivering teaching and support
- Monitoring and reporting on student progress
- Audit and inspection

18.3 Sharing of your personal data

The College engages Norfolk Educational Services Limited (NES) which is a member of the Transforming Education in Norfolk Group to undertake non-teaching activity (such as processing applications, enrolments, examination entries, financial transactions and the provision of Library and IT Services) on its behalf and this means that your information, including sensitive personal information, is processed by NES.

The College may share information on your attendance and progress with parents (with access rights) and carers of students under 18 years. Where consent is given, the College may also share information with sponsoring employers and prospective employers.

The College is required to pass on student personal data to Government Departments, Funding Agencies, the Learning Records Service, Ofsted, and the Local Authority. It also shares information with examination boards and awarding bodies.

18.4 CCTV

CCTV is used for the safety and security of students, staff and visitors and for the prevention and investigation of crime.

18.5 Your rights under the Data Protection Act 1998

You are able to access your personal data held by the College by sending a written request to the Information Compliance Team at the College (see contact information below). A fee of £10 applies and proof of identity is required. In certain circumstances the fee may be waived.

If there are any changes to your personal details, such as a change of address, you must notify the College as soon as possible so that your student record can be updated.

You may ask the College to correct or remove information which is inaccurate.

You can decline to be contacted by the College for marketing purposes.

Should you wish to exercise any of the above rights you will need to do so in writing. You can contact **the Information and Compliance Team on Tel 01603 773176; or email Data_Protection@ccn.ac.uk**