

TEC Partnership Terms and Conditions – Effective from 2018/19

Any offer of a place made to you by the TEC Partnership is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the TEC Partnership:

Conditions of offer

1. By accepting the offer of a place at the TEC Partnership you confirm and declare that the information you have provided in support of your admission to and enrolment with the TEC Partnership is accurate and complete to the best of your knowledge.
2. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the TEC Partnership to terminate its contract with you.
3. The TEC Partnership requires all students to provide proof of identity and qualifications at point of registration.
4. The academic conditions applicable to the offer of a place are set out in the offer communication. For some programmes, non-academic conditions will also apply and will be confirmed in the offer communication and/or on the course page.
5. Please note that the status of an offer e.g. 'Conditional' or 'Unconditional' refers to the academic conditions only. Non-academic conditions such as the requirement for applicants on professional courses to obtain an Enhanced Disclosure & Barring Service check and/or a satisfactory Occupational Health report apply to all offers irrespective of their status e.g. whether it is a Conditional or an Unconditional offer.
6. All academic conditions of offer for Undergraduate programmes must be satisfied (by providing evidence of the relevant qualifications to Learner Services Admissions Team) by no later than **31 August of each year** otherwise the offer of a place will no longer stand. The TEC Partnership has discretion to extend this deadline but where the deadline is extended post 31 August of each year, the TEC Partnership can withdraw the offer at any time without prior notice (normally because the programme has become full). The deadline for International students is the start date of the programme unless otherwise confirmed.

Payment of fees

7. The fees for your course will be as set out for your individual course and can be found [here](#).
8. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
9. You will be invoiced by the TEC Partnership for the full amount of your fees for each year of the course. If you have either of the below a credit will be raised against the invoice
 - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
 - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part.

10. If the above financial support does not pay the fees or subsequently revokes its decision you will be liable for the fees.
11. If you are self-funding and have to pay your own fees, payment can be made in various ways as set out in the Fee Payment policies above.

Communications to and from the TEC Partnership

12. On enrolment, you will be allocated a TEC Partnership student email account. All email communications from the TEC Partnership will be sent to that account and you are expected to use that account for all communications with the TEC Partnership. You are expected to check your student e-mail account regularly. Any communication sent to you by the TEC Partnership to your student email account will be regarded as properly sent and received by you.

Academic Regulations

13. By accepting the offer of a place at the TEC Partnership you agree to comply with the provisions of all the TEC Partnership Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time (“the Regulations”). The core Academic Regulations can be [found here](#).
14. Key provisions of the Academic Regulations of which you should be aware include:
 - (a) The TEC Partnership’s expectations as regards student attendance, academic due diligence, and academic progress as set out in the Assessment Regulations for the level of your programme of study which can be [found here](#) for Undergraduate students. Students should also be aware of the regulations for Academic Appeal both for students on programmes validated by [Grimsby](#) and [Hull](#).
 - (b) The TEC Partnership’ expectations for students with regards to engagement with their studies, including attendance and participation in scheduled learning sessions which can be [found here](#). Action may be taken against students who fail to meet those expectations, including, ultimately, withdrawal from their programme of study.
 - (c) the TEC Partnership rules regarding academic misconduct, including plagiarism and the processes the TEC Partnership utilises to detect plagiarism, this can be found here. Breach of these rules may result in the imposition of academic penalties and/or termination of programme. Students who are studying on programmes that are validated by the University of Hull should also ensure they are aware of their regulations [found here](#).
 - (d) The TEC Partnership rules regarding payment of sums due to the college, which can be found in the TEC Partnership’s Finance Policies which can be [found here](#). If you do not pay money that you owe to the TEC Partnership, the TEC Partnership reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so.
 - (e) The TEC Partnership’s expectations of student behaviour, as set out in the TEC Partnership Student Discipline Procedure, which can be [found here](#). Students who are registered on a programme that is validated by the University of Hull should also be aware of their regulations [found here](#), as far as they apply to those courses. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from TEC Partnership courses.
 - (f) the TEC Partnerships Fitness to Study Procedure describes the steps the TEC Partnership may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study. The procedure is [available here](#).

- (g) the TEC Partnerships rules governing fitness to practise which can be [found here](#), which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and implementation of processes set out in the policy.
- (h) the requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Some programmes also require the provision of a satisfactory Occupational Health report. Depending on the outcome of these checks/report, you may not be eligible to enrol on or continue on these courses.
- (i) the obligation to notify the TEC Partnership immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course or if your circumstances in relation to paragraphs 15(g) and/or 15(h) change.
- (j) the TEC Partnership rules regarding withdrawal and interruption of studies, as set out in the TEC Partnership student retention and engagement policy. This sets out circumstances whereby the TEC Partnership can withdraw you from study, which includes but is not limited to failure to attend and engage in your programme of study.

Changes to Academic Regulations

16. The TEC Partnership reserves the right to add to, delete or make reasonable changes to the Academic Regulations where in the opinion of the TEC Partnership this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
 - (a) to review and update the Academic Regulations to ensure they are fit for purpose;
 - (b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (c) to incorporate sector guidance or best practice; (d) to incorporate feedback from students; and/or (e) to aid clarity or consistency of approach.
17. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the TEC Partnership reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The TEC Partnership will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Academic Regulations before they take effect, or by phasing in the changes, if appropriate.
18. The updated Academic Regulations will be made available on the TEC Partnership website and may be publicised by other means so that students are made aware of any changes.

Disability and Reasonable Adjustments

19. The TEC Partnership is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the TEC Partnership to engage with you and discuss your support needs more effectively. Students on regulated, vocational programmes are required to notify any disability which may impact on their ability to complete the

programme and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the TEC Partnership being able to implement the specific adjustments reasonably needed for you to complete your programme. The TEC Partnership is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the TEC Partnership.

Disclaimers

20. The TEC Partnership will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the TEC Partnership mean that it cannot provide such educational services. Examples of such circumstances include:
 - (a) industrial action by TEC Partnership staff or third parties;
 - (b) the unanticipated departure or absence of key members of TEC Partnership staff;
 - (c) power failure;
 - (d) acts of terrorism;
 - (e) damage to buildings or equipment;
 - (f) the acts of any governmental or local authority; or
 - (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

21. In these circumstances, the TEC Partnership will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the TEC Partnership excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

22. All courses described as being delivered by TEC Partnership include those provided or delivered by the Grimsby Institute of Further and Higher Education, Scarborough TEC, Skegness TEC and MODAL.

23. The TEC Partnership will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the TEC Partnerships online prospectus for the academic year in which you begin the course. However, the TEC Partnership will be entitled to make reasonable changes to the course where that will enable the TEC Partnership to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:
 - (a) the content and syllabus of programmes, including in relation to placements;
 - (b) the timetable, location and number of classes;
 - (c) the timing, content or method of delivery of programmes of study; and
 - (d) the examination and assessment process.

24. In making any changes under paragraph 23, the TEC Partnership will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the TEC Partnership changes your course and you are not satisfied with the changes, you will be

offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.

25. The TEC Partnership does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.
26. The TEC Partnership does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Visa Requirements for Overseas Students

27. If you are an overseas student, you may need a student visa to take up your place at the TEC Partnership. Further information about visas can be [found here](#).
28. If you require an Academic Technology Approval Scheme (ATAS) certificate, you will need to ensure you have obtained this before making your visa application. Failure to have your ATAS certificate (if applicable) at the time of your visa application, can lead to a visa refusal.
29. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the TEC Partnership reserves the right to terminate its contract with you.

General

30. If any provision of the contract between you and the TEC Partnership is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
31. The contract between you and the TEC Partnership shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
32. The TEC Partnership contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

Cancellation Rights

RIGHT TO CANCEL

33. New students have a statutory right to cancel this contract without giving any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the

TEC Partnership. The second cancellation period will expire 14 days from the day of enrolment or the course start date, whichever is the later.

34. To exercise the right to cancel, you must inform the TEC Partnership of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. Alternatively, you can send an email to studentrecordshe@grimsby.ac.uk or for international students please email international@grimsby.ac.uk.
35. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel within the 14-day cancellation periods referred to above.

EFFECT OF CANCELLATION

36. If you cancel this contract as set out above, the TEC Partnership will reimburse to you all payments received from you. The TEC Partnership will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
37. The TEC Partnership will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

38. If you cancel the contract after the statutory cancellation period has expired but within two weeks of the course start date, the TEC Partnership will reimburse to you all payments received from you. This does not apply if you are charged on a module by module basis.
39. If you cancel the contract after the statutory cancellation period has expired or outside the period which is two weeks from enrolment or the course start date, whichever it's the later, the TEC Partnership will not refund payments received from you. Depending on your last day of attendance and not when you cancel the contract you will be liable to pay a proportion of your tuition fees, as set out in the TEC Partnership Refunds Policy which can be [found here](#).

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to

Student Records HE
TEC Partnership
Nuns Corner
Grimsby
North East Lincolnshire
DN34 5BQ

Or send by email to studentrecordshe@grimsby.ac.uk or for international students international@grimsby.ac.uk.

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in [(Month)] [(Year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Reason for cancellation (optional):

Address of student:

Signature of student:

Date: