AWARD-WINNING EDUCATION

# HIGHER EDUCATION

## HOPWOOD HALL COLLEGE

# TERMS AND CONDITIONS

The Queen's Anniversary Prizes 2023

Association of Colleges BEACON AWARDS 2022/23 WINNER

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# 1. INTRODUCTION

1.1. If this document is required in any other format, such as large print, please contact the Student and College Services team Hopwood Hall College, Rochdale Road, Middleton, M24 6XH (Tel: 0161 643 7560, email: enquiries@hopwood.ac.uk).

1.2. Welcome to Hopwood Hall College. These terms and conditions ("Terms") govern the relationship between Hopwood Hall College ("College") and its students. These Terms apply to all Higher students enrolled in programmes offered by the College.

1.3. By -accepting the offer of a place at the College, you agree that you understand and will follow these Terms. Please read them carefully. If there is anything within this document that you do not understand or wish to discuss, please contact the College before accepting. The College reserves the right to update these Terms in line with any changes in legislation or regulatory guidance, or any substantial changes to College policies, and any changes will be communicated to you in a clear and accessible manner.

1.4. These Terms, along with the procedures, policies, and regulations referenced within (as amended from time to time, as outlined in point 1.2), your offer letter from Hopwood Hall College ("Offer"), and the official online prospectus as at the date of the Offer, form the contract between you and the College in relation to your studies at the College (the "Contract") as at the point at which you accept your Offer.

1.5. If you have any questions or concerns about these terms and conditions or the Contract, please contact Student and College Services, Hopwood Hall College, Rochdale Road, Middleton, M24 6XH (Tel: 0161 643 7560, email: enquiries@hopwood.ac.uk).

1.6. By accepting an Offer, you agree to comply with and be bound by the Contract, including the following regulations, policies, and procedures (as

amended from time to time and outlined in point 1.3 as applicable to you) should you become an enrolled student. Such policies are available on the Reports and Policies page of the College's website, and we advise all students to read them carefully.

1.6.1. HE Admissions Policy
1.6.2. Open University Regulations for Validated Awards.
1.6.3. HE Attendance Policy
1.6.4. Fee/Debt/Refund Policy
1.6.5. The expectations described in the Student Charter
1.6.6. IT Acceptable Use Policy
1.6.7. Health and Safety Policy
1.6.8. HE Positive Behaviour Policy
1.6.9. Bullying and Harassment Policy
1.6.10. Fitness to Study Procedure
1.6.11. HE Academic Misconduct Policy
1.6.12. HE Data Retention Policy
1.6.13. HE Safeguarding Policy
1.6.14. Compliments and Complaints Policy

1.7. Your acceptance of these terms and conditions (and the terms of the Contract) will be confirmed when you accept your Offer. You will indicate your continued acceptance when you enrol for each year of your course with the College. These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or reflect changes in legal, regulatory, or technical requirements and advancements. As part of our standard quality assurance processes, we review our policies annually, and therefore there may also be changes year on year. If these amendments occur after you have registered, you will be notified of any significant changes, and where appropriate consulted on outcomes, including seeking your consent for any changes affecting your student experience. At this point, if you are unhappy with these changes you may be entitled to withdraw from your program of study. In this scenario, you may be entitled to compensation or refund following the Student Protection Plan, found on the Legal page of the website

and the Fees Policy, which can be found on the Reports and Policies page of the College website.

1.8. If your programme is affiliated with a professional association or third-party provider, there may be a requirement for you to accept the terms and conditions of said parties. Details of these requirements are outlined where appropriate within the College literature (online or printed). Furthermore, additional information will be provided by your programme team in relation to such connections with professional bodies or third-party organisations. By agreeing to the terms and conditions of this contract, you thereby agree to abide by any relevant professional bodies' terms and conditions.

1.9. If you do not enrol within 14 days of the start of the semester that your programme begins or within the period of enrolment as advised by the College, the College reserves the right to refuse to enrol you and withdraw you from your programme. Students who are not enrolled on their programme are not entitled to attend classes, participate in assessments for any modules, or utilise any aspect of College premises or facilities (be this campus-based or online).

1.10. If you do not act in accordance with the Contract, or if you do not meet our expectations defined within the Student Charter, the Learner Disciplinary Policy, or outlined in other policies and procedures in section 1.5, including but not limited to, the Acceptable Use of IT Policy, the Academic Misconduct Procedure, and the Sexual Misconduct and Harassment Policy, we may take disciplinary action against you. One of the possible outcomes of such action is that your Contract with us may be terminated, and you may be removed from your programme.

1.11. As outlined in more detail in the Safeguarding and Prevent Policy and Procedure, the University Centre has statutory duties and obligations to safeguard its learners, which may include sharing information or undertaking specific actions if something is disclosed to the College that affects these statutory responsibilities.

1.12. If, for an extended period of 3 successive weeks or more, you fail to attend scheduled classes connected with your programme, the University Centre reserves the right to review your academic progress and consult with the Awarding Body. Should persistent non-attendance continue, the University Centre reserves the right to consider withdrawing you from your programme, in line with the provisions of the Attendance Policy and Procedure and/or the Fitness to Study Policy, as appropriate.

1.13. If any term, condition, or provision contained in the Contract is held to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall, to that extent, be severed from the Contract between yourself and the University Centre without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

1.14. In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions if applicable), these terms and conditions shall take precedence.

## 2. APPLICATIONS

2.1. All applications to undertake Higher Education studies at Hopwood Hall College University Centre will be in accordance with the College's Admissions Policy and the policies and procedures of the Awarding bodies.

2.2. It is your responsibility to ensure that all information you provide in respect of an application or enrolment to the College is true and accurate. It remains your responsibility to keep the College informed of any changes to personal details, addresses, and contact information, which will be stored in line with GDPR requirements.

2.3. Hopwood Hall College is fully committed to supporting students to achieve their potential and making reasonable adjustments to support those with

disabilities in line with the Equality Act (2010). It is your responsibility to notify the College of any additional physical, mental, emotional, or other support needs you may have. The Learning Support Policy available on the Reports and Policies page of the website outlines in more detail the kinds of support that might be available to support students to successfully complete their studies. While students can disclose a support need at any time, including if a support need emerges during their time in study, we encourage all students to let us know about any disability, learning difficulty, or long-term health condition at the earliest opportunity so that we can work with you to ensure appropriate support is in place.

2.4. If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw or amend your Offer, or terminate your registration at the College and with Awarding Bodies, according to the circumstances.

2.5. The Offer the College makes to you will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil to be admitted to your chosen programme of study.

2.6. If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the College reserves the right to withdraw your Offer.

2.7. If you have not confirmed your acceptance to study at the College before the commencement of enrolment, and following communications to you by the College, the College reserves the right to withdraw its offer of a place on a programme.

2.8. You may be required, at the request of the College, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your Offer, the

revocation of your registration as a student of the College, and the termination of the Contract. You will not be entitled to a refund of any paid deposit in accordance with the Fees Policy.

2.9. As part of the admission process, you may be invited to an Admission Interview during the application and enrolment period. The purpose of this is to provide academic staff with the opportunity to ensure you have met the minimum entry requirements of specific courses and to ensure there is a reasonable expectation that you will be successful on your chosen course. The College website provides more detail on the interview process. If you require any reasonable adjustments to be made as part of the admissions or interview process, please inform us via enquiries@hopwood.ac.uk.

2.10. You may be required, at the request of the College, to undergo Initial Assessments during the enrolment and induction period. The purpose is to assist academic staff in supporting your learning. These will be notified to you by the College, and relevant support will be provided, where required.

## 3. CONDITIONS OF ADMISSION

3.1. Your admission to Hopwood Hall College, attendance on a programme, and the right to enjoy any of the privileges of membership of the College, including access to services and facilities, and any additional facilities provided by or supported by the Awarding Bodies, is subject to you complying with the terms of the Contract and registering with the College.

3.2. You must fulfil the academic requirements of your programme in accordance with the terms of the Contract, including the submission of course work and other assignments in line with the Extenuating Circumstances Policy, attendance at examinations, and attendance at lectures, seminars, and any other such teaching sessions provided by the College and partner universities in line with the HE Attendance Policy.

3.3. If you do not act in accordance with this Contract or any of the documents referred to in it, the College may take disciplinary action against you under the HE Positive Behaviour Policy.

3.4. By accepting an Offer, you are confirming that you have no unspent criminal convictions (excluding motoring offenses) that you have not previously declared through the application process. If this is not the case, you must notify the College in writing via enquiries@hopwood.ac.uk prior to enrolment so that the College can consider whether such convictions are compatible with membership of the College and, in particular, with a place on your programme. You do not need to declare the specifics of the offense at this stage, but the College team will provide you with a template to complete to share more details of the offense, which will be provided directly to the Designated Safeguarding Lead or a nominated deputy to review. The offense will be reviewed against risk assessment criteria to identify whether it is possible for you to undertake your chosen programme of study. This will be considered both in light of the specific requirements of your programme of study, including the requirements of any professional, statutory, or regulatory bodies, but also in light of the potential risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk assessment process will be communicated to you clearly and in writing. For some programmes, disclosure of spent convictions may also be required, as specified by Admissions

3.5. If you commit an offense while you are an enrolled student, this will need to be declared to enquires@hopwood.ac.uk immediately. You do not need to declare the specifics of the offense at this stage, but the College team will provide you with a template to complete to share more details of the offense, which will be provided directly to the Designated Safeguarding Lead or a nominated deputy to review. The offense will be reviewed against risk assessment criteria to identify whether it is possible for you to continue on your programme of study. This will be considered both in light of the specific requirements of your programme of study, including the requirements of any professional, statutory, or regulatory bodies, but also in light of the potential

risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk assessment process will be communicated to you clearly and in writing.

3.6. As part of the Admissions process, you will be requested to provide evidence of your identity. This will be reviewed by the member of Student and College Services enrolling you and a visual check completed. No copies of identity documents will be retained on file.

## 4. FEES AND PAYMENT

4.1. By accepting an Offer to study Higher Education at Hopwood Hall College, you are confirming that you accept your responsibility to ensure your program tuition fees are paid in accordance with the published Fees Policy. You also agree to be bound by the College's regulations on the payment of fees, refunds, and financial liability of students in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time.

4.2. In the event that your program fees have not been paid in full by their due date, the College shall be entitled, but not bound to, refuse to permit you to continue on your program of study.

4.3. In addition to your program fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), core textbooks, uniform/sports kit, specialist materials, visit fees, examination retake fees, reassessment fees, library fees (including lost item costs), printing fees. Information about specific costs related to each program of study can be found on the course listing on the website. You shall have primary responsibility for payment and ensuring appropriate provision is in place to successfully complete your program. Students with outstanding tuition fees will not be permitted to graduate.

4.4. In the event that a student needs to repeat tuition and/or assessments, these will incur additional fees, as outlined in the Fees Policy.

4.5. If you are required to undertake repeat tuition and/or assessments as a result of a Board of Examiners' decision, you will be liable for any additional costs associated as outlined in the Fees Policy.

4.6. Hopwood Hall College may pursue legal proceedings against you if you have outstanding fees. In addition, if you are in debt to the College (whether for tuition or other fees), you will be recorded as a debtor of the College in any references requested from the College. The College also reserves the right to pursue full payment of any debts owed, including relevant administration or other costs associated.

4.7. If you have any concerns regarding payment of fees or require further information about program fees, please contact the Student and College Services on 0161 643 7560 or through enquiries@hopwood.ac.uk.

## 5. PROVISION OF ADVERTISED PROGRAMMES AND SERVICES

5.1. Hopwood Hall College will use reasonable endeavours to deliver programs in accordance with the descriptions set out in the Contract. However:

5.1.1. Due to the period between the publication of course information online, Prospectus publication, and registration, circumstances may change due to factors beyond the College's reasonable control. Therefore, it may sometimes be necessary to vary the terms or content of the program or services described in the Prospectus. These may include, but are not limited to, if Awarding Organisations or Professional, Statutory, or Regulatory Bodies update a specification, make changes to the requirements to achieve a particular course, or require alternative content to be covered in order for students to achieve the qualification. The University Centre will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your program (as

described in your Offer and/or prospectus) before you register at the College, the College shall bring these to your attention as soon as possible. If you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the program without any liability to the College for program fees or transfer to such other program (if any) as may be offered by the College for which you are qualified.

5.1.2. If there are not sufficient enrolments to make a program or module viable, the College may be forced to cancel the program or module. If you have received an Offer for a program which the College discontinues prior to you registering at the College, the College will notify you as soon as possible before the start date of the program and will use reasonable endeavours to provide a suitable replacement program for which you are qualified or advise accordingly on alternative provision. If the College is unable to provide a suitable replacement program, you or the College may cancel the Contract and withdraw from the program without any liability for program fees.

5.1.3. Following suitable consultation with students, the College reserves the right to vary minor elements of your program from that described in the Contract in order to improve the quality of educational services, meet the latest requirements of an accrediting body, respond to student feedback, and/or due to a lack of student demand for certain modules. If we are proposing to make a significant change to your program (such as, without limitation, the removal of a module), we will notify you as soon as possible, and in the case of the removal of a module, we will provide you with a suitable replacement module. If you are unhappy with this replacement module, you may withdraw from the program without any liability for program fees.

5.2. If you choose to cancel the Contract (and withdraw from your program) in accordance with this Clause 6, the College will use reasonable endeavours to

assist you in finding an alternative comparable program with another Higher Education provider. See the Student Protection Plan and Fees Policy.

## 6. LIABILITY

6.1. If the College fails to comply with these terms and conditions, the College is responsible for loss or damage you suffer that is a foreseeable result of the College breaking this contract or the College failing to use reasonable care and skill to mitigate or respond appropriately to a scenario. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the College and you knew it might happen

6.2. For more information about the College's obligations surrounding data protection and personal data, please refer to the Data Retention Policy.

6.3. The College does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the College's negligence or the negligence of the College's employees, agents, or subcontractors; for fraud or fraudulent misrepresentation.

6.4. The College is not liable for business losses and will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.5. If an act, event, or omission beyond the reasonable control of the College (for example, a flood, fire, act of God, industrial action, or a health pandemic) renders it impossible for the College to provide relevant education services, then the College is under no obligation to provide such services. However, reasonable steps will be taken to minimize the disruption to those services, as outlined in the Student Protection Plan.

## 7. CANCELLATION OF OFFER AND REFUND POLICY

7.1. The Contract between you and Hopwood Hall College will commence from the date on which you accept your Offer of a place upon a Higher Education

programme. You have the right to cancel this contract within 14 days without giving any reason, although in order to assist the College with future planning, we may ask why you chose to end the contract.

7.2. The 14-day cancellation period and your right to cancel the Contract without liability will start from the date of the College's acceptance/confirmation of the place.

7.3. To exercise your right to cancel, you may inform Student and College Services, Hopwood Hall College University Centre, Middleton Campus, Rochdale, OL12 6RY (Tel: 0161 643 7560 or email: enquiries@hopwood.ac.uk) of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address, and the program for which you accepted an offer. The University Centre team will acknowledge receipt of your correspondence.

7.4. Full-time first-year applicants must also withdraw their application through UCAS Track. Students should also contact Student Finance England and amend their application for funding.

7.5. Subject to Clause 7, if you cancel your Contract in accordance with this Clause 7, the College will reimburse to you all payments received from you or a third party who has paid fees on your behalf. The College will make the reimbursement without undue delay, and not later than 14 working days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made 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.

7.6. You are also entitled to cancel your contract and withdraw from your program following the expiry of the cancellation period (including after enrolment). However, any withdrawal following the expiry of the cancellation period (including after enrolment) will be subject to the terms and conditions as set out in the Fees Policy. Students in receipt of a Student Loan may be required

to repay their loan under the Terms and Conditions of the Student Loans Company.

7.7. If you cancel your contract following the expiry of the cancellation period, the College Fees Policy clearly defines any financial obligation or refund that would be appropriated to you.

## 8. INTELLECTUAL PROPERTY

8.1. You shall own any intellectual property you generate and provide to Hopwood Hall College during your program, including, without limitation, the content of examination scripts and assignments. However, by accepting these terms and conditions, you affirm the right of the College, with agreement from you, to utilise any intellectual property produced by you in the promotion of the College, with due recognition of your work. Notwithstanding, all intellectual property rights will also be a matter discussed with awarding bodies or University partners of the College.

## 9. TERMINATION OF CONTRACT

9.1. Your rights and obligations under the Contract will end automatically, subject to your rights of internal appeal and your obligation to pay fees if your studies with the College are terminated because:

9.1.1. A request from the College for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the College;

9.1.2. You have failed to enrol with the College and/or pay outstanding tuition fees in accordance with the College's Fee Policy;

9.1.3. The College has evidence/information reason to believe that having appropriately followed the Attendance Policy and / or the Admissions Policy you are still not engaging appropriately with your studies, or that you may have left the program without following the published Positive Behaviour Support Policy with Disciplinary Procedure;

9.1.4. Action has been taken against you in accordance with the College's Positive Behaviour Support Policy with Disciplinary Procedure;

9.1.5. Action has been taken against you following the decision of a Board of Examiners or Award Board.

9.1.6. Matters of significant academic misconduct have been confirmed and upheld, with a recommendation of withdrawal from the program.

9.2. In addition, the College may end the Contract by written notice (letter or email) to you in the following circumstances:

9.2.1. If, between accepting an offer and starting your program, there is a change in your circumstances that, in the reasonable opinion of the College, makes it inappropriate for you to study on your program. For example, if you have applied to undertake a program that requires you to undertake a certain number of hours of professional placement (e.g. teaching practice) but you are no longer working in the sector and no longer have access to an appropriate placement opportunity, or you are banned from the College site owing to poor behaviour;

9.2.2. If the College becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the College, makes it inappropriate for you to study on your program; or

9.2.3. If, in the reasonable opinion of the College, you have failed to provide the College with all relevant information or have supplied false or misleading information relating to your application for your program. We will retain your personal data in line with our HE Data Retention Policy.

## 10. REQUIREMENTS ON TERMINATION OF THIS CONTRACT

10.1. Following the rights of internal appeal, if at any time the Contract terminates:

10.1.1. You shall not be entitled to enrol on your program (if, at the date of termination, you have not already enrolled); and

10.1.2. You shall be required to stop studying on your program and to leave the College immediately (if, at the date of termination, you have enrolled);

10.1.3. You must return to your Student Identification Card issued to you on enrolment, together with all property owned by the College; and

10.1.4. You must pay all outstanding fees, charges, and debts immediately.

10.2. Any action taken by the College under the above provisions will not restrict its ability to take any other action against you, which it may be entitled to take. The College will not be liable for any loss or damage that you may suffer as a result.

## 11. DATA PROTECTION

11.1. The College will collect and use your personal information in accordance with the General Data Protection Regulation (EU) 2016/679 and as set out in the College's HE Data Retention Policy.

## 12. KEEPING IN CONTACT AND COMMUNICATIONS

12.1. Students must maintain up-to-date contact information with Hopwood Hall College. Changes to contact details must be communicated to the Student and College Services team either in person, over the phone or by email, within 15 working days.

12.2. The College communicates important information, including but not limited to academic updates, policy changes, and event announcements, via official channels, including email, the student portal, and other designated

platforms. Communication methods will be clear and accessible, in line with both CMA guidelines and partner and validating body principles.

## 13. APPEALS AND COMPLAINTS

13.1. The College has an established appeals and complaints procedure outlined in the Compliments and Complaints Policy. This procedure provides students with a mechanism to raise concerns and seek resolution.

13.2. Students are encouraged to follow the established procedures for addressing concerns, and the College is committed to addressing appeals and complaints in a fair and timely manner, as recommended by both CMA and Open University guidelines.

13.3. Students have the right to escalate appeals and complaints to external bodies, including the Office of the Independent Adjudicator (OIA), if they are not satisfied with the outcome of the internal process. Information on external avenues for appeal will be clearly communicated throughout the process, aligning with partner and validating body policies.