



# **Student Terms and Conditions**

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## 1. Introduction

- 1.1. This document sets out the terms and conditions of the contract between you and William College ("**the College**") for your studies on a programme delivered by the College and awarded by your University partner.
- 1.2. It is one of two contracts that govern your studies. [Clause 2](#) explains how it works alongside your contract with the University<sup>1</sup>.
- 1.3. Please read these Terms carefully before you enrol, and keep a copy for future reference. If anything is unclear, contact us at [contact@williamcollege.ac.uk](mailto:contact@williamcollege.ac.uk) and we will be happy to explain it.
- 1.4. The clauses that most affect you are: your right to cancel ([clause 4](#)); your tuition fee liability if you withdraw or take a study break ([clause 5](#) and [clause 8](#)); and what happens if the College changes or closes your programme ([clause 7](#)).
- 1.5. We review these Terms each year and may update them where this is needed to reflect new legal or regulatory requirements (for example, from the Office for Students (OfS) or in line with Competition and Markets Authority (CMA) guidance) or to make them clearer and more accessible. We will tell you about any change that affects you as soon as we reasonably can, and in good time for you to consider.

## 2. The College, The University and This Contract

- 2.1. Your programme is delivered through a franchise (sub contractual) arrangement. This means:
  - a) the College is your teaching provider: we deliver your teaching, support and campus-based services; and
  - b) your programme is awarded by, and you are registered as a student of, your partner university ("**the University**").

Our current University partners are Bath Spa University and Birkbeck, University of London. You will be enrolled at one of these Universities.
- 2.2. Your offer of a place is made by the University. You therefore hold:
  - a) a contract with the University, which is your *primary contract* and covers your registration, your academic studies, your assessment and your award; and
  - b) this contract with the College, which is *additional to* your University contract and covers your studies on the College's premises, your use of College services, and your conduct as a member of the College community.
- 2.3. This contract is not intended to be, and does not replace, your contract with the University. In the event there is any conflict between William College and the University's contract, your contract with the University and the University's regulations and policies take precedence on all matters relating to your registration, academic studies, assessment, award and tuition fees.
- 2.4. This contract sets out the additional terms and conditions that apply specifically to your relationship with William College. It outlines William College's expectations, responsibilities, and the support and services it provides to you as a student. These provisions are intended to complement the University's terms and conditions by addressing operational, pastoral and local delivery aspects of your student experience.

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<sup>1</sup> Our current partner universities are Bath Spa University and Birkbeck, University of London\*

2.5. The following documents together form your contract with the College ("**the Student Contract**"):

- These Terms and Conditions.
- The offer letter you received from the lead provider (the University).
- The declarations you make at enrolment.
- The programme specification.
- The Student Code of Conduct.
- The College's rules, regulations, policies and procedures.

### 3. Application, Offer and Forming the Contract

- 3.1. You can apply to study at the College through the College's online application system, an approved outreach partner, or UCAS.
- 3.2. If your application is successful, the University will make you an offer, and you will receive an offer letter setting out the terms of that offer and any conditions you must meet. You accept by following the instructions and meeting the deadline in your offer letter (UCAS applicants follow the UCAS rules). If you miss the deadline, your offer will lapse.
- 3.3. Your contract with the College is formed when you enrol. By completing enrolment, you confirm that you have accepted the University's terms and conditions and these Terms, and that you will comply with the Student Contract. These Terms then apply throughout your period of registration unless ended earlier under [clause 8](#). Your liability for tuition fees is dealt with in [clause 5](#).
- 3.4. Before you enrol, you are free to decline your place at any time, at no cost. Your right to cancel after you enrol is set out in [clause 4](#).
- 3.5. Your offer is conditional on you, before enrolment:
  - a) providing evidence that you have met the academic, English-language and any other conditions of your offer;
  - b) providing evidence of your nationality and immigration status (see [clause 11](#)); and
  - c) where required, providing information about any relevant unspent criminal convictions you have declared (see [clause 13](#)).
- 3.6. If you do not meet a condition, or if we are not satisfied with the information you provide, the University may add conditions to, or withdraw, your offer.

### 4. Your Right to Cancel (Cooling-Off Period)

- 4.1. Once you have enrolled, you have **14 days to cancel this contract without giving a reason**. This 14-day period starts on the day you enrol (the day your contract with the College is formed).
- 4.2. To cancel, email [admissions@williamcollege.ac.uk](mailto:admissions@williamcollege.ac.uk). You should also tell us, in writing from the email address on your record, if you decide to withdraw at any other time.
- 4.3. If you cancel within the 14-day period, any tuition fees or deposit you have paid will be refunded in line with the Tuition Fee, Refund and Compensation Policy.

### 5. Tuition Fees, Payment and Refunds

5.1. Your tuition fee is set by the University, within the statutory fee limits that apply to your programme under Government regulations, and is published at programme level by both the University and the College. The College adopts the University's fee for its delivery; it does not set a separate fee. Your offer letter confirms the fee for your programme. All fees are quoted in pounds sterling.

5.2. Your tuition fee covers:

- Teaching and academic support from our Academic and Student Support and Wellbeing teams; assessment, reassessment and any registration or examination fees that form part of your programme.
- Access to our Virtual Learning Environment; an IT account and Wi-Fi access; and a Student ID card.

It does **not** cover personal costs such as textbooks (unless mandatory per your programme), printing, travel, accommodation, optional activities, or graduation tickets and gowns. Any additional charges that apply to your programme will be published on the College website and set out in your offer letter.

5.3. The University may increase tuition fees for each year of study, within the Office for Students' limits. If a fee increase would apply to you, we will tell you in advance, and you may cancel your contract if you do not wish to accept the increase (see [clause 7](#) for your options on a change).

5.4. You are personally responsible for paying your tuition fee, even where it is to be paid by the Student Loans Company (SLC), a sponsor or your employer. If your funder does not pay, you remain liable for the amount due.

- a) If the SLC is paying your fees, the SLC pays the University directly. You must give us written confirmation that your loan has been approved; if you cannot, you will be treated as self-funding (and a deposit may be required) until approval is confirmed.
- b) If you are self-funding or sponsored, you must pay in line with the Tuition Fee, Refund and Compensation Policy.

5.5. You become liable for tuition fees from enrolment in each academic year. If you withdraw, take a study break, or are required to repeat modules or a year, your fees are calculated proportionately by reference to the liability points in the Tuition Fee, Refund and Compensation Policy. Fees for modules already delivered are non-refundable except where charged in error, and remain payable even if you end your registration. Refunds are paid in line with that policy.

5.6. Consequences of non-payment.

- a) If your tuition fees are not paid when due, we may decline to enrol or re-enrol you and may — in line with the University's Tuition Fee and Debt Management Policy and the College's Tuition Fee, Refund and Compensation Policy — restrict your access to services, withhold results or your award, or suspend or end your registration. We will normally take these steps as final recourse only after we have tried to agree support or payment arrangements with you, and we will give you notice first.
- b) These academic consequences apply to unpaid tuition fees. Other charges (such as library fines, accommodation costs or event charges) are non-tuition debts. We will pursue non-tuition debts proportionately and will not withhold your results or award, or prevent your progression, for a non-tuition debt alone.

## 6. Deferral, Enrolment and Re-Enrolment

6.1. You may ask to defer your start date, from application until 14 days after your programme's advertised start date, provided nothing in the University's policy prevents this. Any deferral follows the relevant University's policy and its minimum and maximum limits.

- 6.2. If you defer, the tuition fee for your new start date may be different. If it is, we will offer you the choice of continuing on the deferred programme (under a new contract with the College and the University) or withdrawing. Any deposit you have paid will be applied to the deferred programme; if you withdraw, refunds follow the Tuition Fee, Refund and Compensation Policy.
- 6.3. To start your programme you must enrol with both the College and the University through their online systems. You must re-enrol before the start of each year after your first; this depends on you having completed (or been permitted to continue from) the previous year, not having been removed from your programme, and not having tuition fees in arrears.
- 6.4. At enrolment and re-enrolment you confirm that you will continue to comply with these Terms, the Student Code of Conduct, and the College's and the University's rules, regulations and policies—including the University's Academic Regulations, the Engagement Policy, the Student Complaints Policy and Procedure, and the Student Disciplinary Policy and Procedure — and that you will keep your contact details up to date through the online portal.

## 7. Changes To, Or Closure Of, Your Programme

- 7.1. The most up-to-date programme information is at [www.williamcollege.ac.uk/courses](http://www.williamcollege.ac.uk/courses). We will make all reasonable efforts to deliver your programme as described in your offer and the published programme information.
- 7.2. We will only make a material change to your programme — for example to its title, core content, assessment, mode of delivery (on campus, online or blended), or location — where this is necessary and proportionate, such as to maintain academic standards, comply with the law or regulation, or respond to events beyond our reasonable control. If we propose a material change, or if we have to suspend, close or withdraw a programme (for example because of insufficient enrolment or a decision by the University), we will:
  - a) Tell you promptly, with the reasons and reasonable notice.
  - b) Offer you appropriate options, which may include continuing on the changed programme, transferring to a suitable alternative, or withdrawing and receiving a fair refund or compensation in line with the Tuition Fee, Refund and Compensation Policy.
- 7.3. This approach reflects the College's CMA Compliance Framework and Procedures and the CMA's consumer-law guidance for higher education providers. The applicable Student Transfer Arrangements are detailed within the Student Protection Plan of our university partners available on their websites.

## 8. Ending the Contract

- 8.1. You may end this contract at any time by withdrawing from your programme following the official withdrawal procedure (normally in writing, using a Withdrawal Form), which takes effect from the date it is approved. If you withdraw after the cooling-off period, you remain liable for tuition fees up to the point of withdrawal (which, for SLC-funded students, may be your date of last attendance or engagement), calculated in line with the Tuition Fee, Refund and Compensation Policy.
- 8.2. The College may end this contract in writing, with immediate effect and subject to your right of internal appeal, if you:
  - a) Do not meet the conditions of your offer.
  - b) Give false, inaccurate or misleading information in your application or enrolment, or at any time afterwards.
  - c) Cannot meet the requirements of your programme, including any minimum attendance or engagement requirements.

- d) Are subject to action under the Student Disciplinary Policy and Procedures or are found unable to continue to study under the College's procedures (see the Fitness to Study Procedures).
  - e) Do not pay your tuition fees when due.
  - f) Present a serious risk to the health, safety or wellbeing of yourself or others.
  - g) Materially breach these Terms.
  - h) Do not disclose a relevant unspent criminal conviction where required.
- 8.3. If this contract ends for any reason, you must pay any non-tuition outstanding fees owed to the College or the University, and return any College or University property (such as ID cards and lanyards). We may decline to re-enrol you, and may ask you to stop studying and to leave the College.

## 9. The College's Responsibilities to You

- 9.1. We will provide the teaching, learning resources and support for your programme with reasonable care and skill, as described in the programme specification and our published information.
- 9.2. We will take all reasonable steps to give you appropriate access to our facilities and services, including IT infrastructure; library and online learning resources; pastoral and student support; confidential disability advice and support; and careers, employability and placement advice.
- 9.3. We may occasionally need to suspend or modify a facility or service — for example for maintenance or improvement, on health-and-safety grounds, or for reasons beyond our control. If we do, we will take all reasonable steps to maintain an essential level of service, to minimise disruption, and to give you advance notice of any change to how services are delivered.

## 10. Your Responsibilities to the College

- 10.1. You must give accurate and complete information when you apply and enrol. Falsifying or misrepresenting information may lead to disciplinary action, up to expulsion.
- 10.2. You are responsible for choosing a programme suited to your needs, for checking that you possess, or have access to, the IT equipment that meets the minimum specification on our website, and for meeting the requirements of any relevant professional body (studying a programme does not guarantee professional-body acceptance).
- 10.3. You agree to behave respectfully as a member of the College community and to follow the Student Code of Conduct, the Engagement Policy, and to familiarise yourself with the University's Academic Regulations and the College's policies on our website. We may update our regulations, policies and procedures where this benefits students, is needed because of changes in the law, regulation or funding requirements, or reflects good practice; we will tell you where we make a change.
- 10.4. You are expected to engage fully with your studies and to attend all scheduled teaching, examinations and assessments, in line with the Engagement Policy and Procedures.
- 10.5. You must take reasonable care for your own and others' health and safety, co-operate with us on health-and-safety matters, and not misuse College equipment or facilities. Academic misconduct (such as cheating or plagiarism) is dealt with under the University's regulations; other misconduct is dealt with under the Student Disciplinary Policy and Procedure.

## 11. Immigration Status

- 11.1. The College cannot sponsor or admit students who require a Student Route visa, and cannot proceed with such applications.

- 11.2. If you are not a UK or Irish national, you must provide evidence of your right to remain in the UK before you enrol. EU and EEA students resident in the UK must hold EU Settled or Pre-Settled Status.
- 11.3. You must tell us immediately of any change to your immigration status and provide proof. If you cannot show that you have the right to remain in the UK, we may decline to enrol you or end this contract.

## 12. Disability Support

- 12.1. We are committed to a supportive and accessible environment. You do not have to tell us about a disability or long-term health condition, but we strongly encourage you to do so — at application or any time afterwards — so we can arrange appropriate support. Anything you share is treated in confidence and used only to support you. (See the Wellbeing and Mental Health Policy and the Reasonable Adjustments Policy.)

## 13. Criminal Convictions

- 13.1. Some programmes require a Disclosure and Barring Service (DBS) check. Where this applies, it will say so in your offer letter and your place will be conditional on a satisfactory check; if you start before the check is complete, your enrolment is provisional. The College or University may end this contract if an unacceptable disclosure is received.
- 13.2. If you are applying for a programme regulated by a Professional, Statutory or Regulatory Body, you must declare any relevant convictions (see the guidance at [www.unlock.org.uk](http://www.unlock.org.uk) on when convictions are spent). For other programmes, you do not have to disclose convictions, but we encourage you to contact us if you would like support; anything you share is kept confidential and shared only with relevant staff.
- 13.3. We are committed to the Rehabilitation of Offenders Act 1974 and to data protection law. Failure to disclose a relevant unspent conviction where required may lead us to end this contract under [clause 8](#).

## 14. Data Protection and Disclosure to Others

- 14.1. We process your personal data as set out in our Privacy Notice. For most student data we rely on the lawful bases of performance of a contract, legal obligation, public task and legitimate interests; where we rely on consent for genuinely optional activities, you can withdraw it at any time without detriment.
- 14.2. We are required to share certain information — including, where relevant, your attendance — with the University and with statutory and public bodies. These include the Higher Education Statistics Agency (via the University), the bodies running the National Student Survey and the Graduate Outcomes survey, the Student Loans Company, the Home Office, and local authorities for electoral purposes. Once registered, the College must also provide information to the OfS and the designated data body (Jisc/HESA). The Student Privacy Notice explains this sharing, how long we keep your data, and how to exercise your rights through our Data Protection Officer.
- 14.3. If you ask the College for a reference, you agree that we may process and share your data for that purpose. On graduation, you will be invited to join our alumni community; you can opt out of alumni communications at any time by emailing [contact@williamcollege.ac.uk](mailto:contact@williamcollege.ac.uk).

## 15. Recordings and Intellectual Property

- 15.1. Some or all of your teaching sessions may be recorded. The College's teaching materials, and any recordings of teaching sessions made by the College, belong to the College or the University. They are provided for your personal study only, and you must not share or publish them.
- 15.2. Copyright in work you create as part of your studies belongs to you, except where you agree otherwise in writing at the start of a project (for example a collaborative or sponsored project), or where the University's Academic Regulations provide otherwise. You should follow the University's regulations and any applicable intellectual property policy.

## **16. Confidentiality**

- 16.1. You must keep confidential any information the College tells you is confidential, or that is clearly confidential, and any personal information about other people that you receive through a college process (for example, witness statements or documents shared during a complaint or disciplinary case). You must not publish or share that information inappropriately.
- 16.2. This does not stop you from seeking advice or support (for example from an adviser, a student representative or a friend), from making any disclosure required or allowed by law, or from referring a matter to the Office of the Independent Adjudicator for Higher Education (OIA).

## **17. Liability, Insurance and Events Outside Our Control**

- 17.1. We are responsible for loss or damage you suffer if we fail to meet our obligations under this contract or breach our legal duties to you, where that loss or damage is foreseeable. Loss is foreseeable if it is an obvious consequence of our breach, or if we both knew it might happen when the contract was formed. We are not responsible for loss that is not foreseeable, or that is caused by you or by a third party outside our control.
- 17.2. We do not exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be excluded or limited by law.
- 17.3. We hold public liability insurance, and College activities that form part of your programme are insured when carried out with us. We are not responsible for your personal property brought onto our premises (for example vehicles, bicycles, phones, tablets or laptops) unless the loss or damage is caused by our negligence; you bring such property at your own risk.
- 17.4. We will not be liable for failing to deliver, or for delay or disruption to, our services where this is caused by events beyond our reasonable control — for example acts of government or a local authority; extreme weather, natural disasters, epidemics or pandemics; or fire, flood, war, civil unrest or terrorism. If this happens, we will take all reasonable steps to limit the impact on you, which may include offering a suitable alternative programme or a modified version of your programme, and your options on any resulting material change are as set out in [clause 7](#).

## **18. Complaints, Feedback and Independent Review**

- 18.1. We regularly ask for your feedback, through surveys and committees, to help improve our programmes and services.
- 18.2. If you applied to study with us and want to complain about how your application was handled, this is dealt with under the Admissions Policy. If you are an enrolled student and want to raise a concern about your programme or a College service, this is dealt with under the Student Complaints Policy and Procedure, which sets out the stages and time limits and explains how the College and the University work together on complaints.

- 18.3. If you remain dissatisfied once you have completed the internal complaints process and received a Completion of Procedures letter, you are within your rights to ask for an independent review by the Office of the Independent Adjudicator for Higher Education (OIA): [www.oiahe.org.uk/students](http://www.oiahe.org.uk/students).

## 19. General

- 19.1. If any part of this contract is found to be invalid or unenforceable, the rest of the contract is unaffected. If we do not enforce a term, that is not a waiver of our right to enforce it later.
- 19.2. This contract is personal to you. A person who is not a party to it has no rights under the Contracts (Rights of Third Parties) Act 1999.
- 19.3. All communications about this contract must be in writing and sent by hand, post or email to the contact details on record. Your [@williamcollege.ac.uk](mailto:@williamcollege.ac.uk) email address is our primary way of contacting you, and anything sent there is treated as received. It is your responsibility to keep your contact details up to date through the Registry Department; if you miss a communication because your details were out of date, this will not normally be grounds for an appeal or extenuating circumstances. Communications to the College should be sent to [contact@williamcollege.ac.uk](mailto:contact@williamcollege.ac.uk).
- 19.4. This contract is governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

## 20. Related Policies, Procedures and Legislation

- Tuition Fee, Refund and Compensation Policy
- Engagement Policy and Procedures
- De-Registration, Withdrawal and Study Break Policy
- Student Complaints Policy and Procedure
- Student Disciplinary Policy and Procedure
- Wellbeing and Mental Health Policy
- Fitness to Study Procedures
- Learning Support and Reasonable Adjustments Policy
- Equality, Diversity and Inclusion Policy
- Safeguarding (and Prevent) Policy
- Student Code of Conduct
- Student Handbook
- Privacy Notice
- Access and Participation Statement
- Partner Universities' Academic Regulations

Relevant legislation includes:

- The Consumer Rights Act 2015;
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- The Rehabilitation of Offenders Act 1974;
- The Data Protection Act 2018 and UK GDPR.