

Higher Education Terms and Conditions

KIRKLEES COLLEGE

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1.0 Approval

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Authorised by:	Quality, Performance & Standards Committee and Executive Leadership Team

2.0 Amendment history

Version	Amendments	Approver	Date
	• Updated to make the document student-facing (2nd person language) and user-friendly. • Changes reflect guidance from the Competition and Markets Authority (eg removing prevention to graduate if *any* fees are outstanding) • Policy titles updated to reflect those on the College website • Duplication of content removed and re-ordered with sub-headings to aid understanding.		May 2026

3.0 Abbreviations & definitions

Term	Definition
DBS	Disclosure & Barring Service
GDPR	General Data Protection Regulation
HE	Higher education
IP	Intellectual property
OIAHE	Office of the Independent Adjudicator for Higher Education

4.0 Purpose

4.1 The purpose of this document is to clearly set out the terms and conditions for higher education (HE) students at Kirklees College. For clarity, these terms and conditions will be referred as the 'Agreement' within this document.

4.2 This Agreement, and all the documents referred to in the Agreement, sets out the relationship between you and the College. It is intended to record the general understanding between you and the College, and to provide a framework through which we can work together to make the most of your time as a Kirklees College student.

5.0 Applications & scope

5.1 This Agreement applies to HE students on Pearson Higher National (HN) programmes who will pay (or have paid) tuition fees to Kirklees College, directly or indirectly via the Student Loans Company or similar agency. It does not cover students who pay fees to a partner university.

5.2 Our commitment to you will begin when we make you an offer to study an HN course. We will share this Agreement at that time and it can also be found on our website: www.kirkleescollege.ac.uk. If these terms and conditions are updated while you are a student with us – the Agreement in place at your time of enrolment will continue to apply for you.

5.3 The Agreement will begin when you accept the offer of a place to study. Your acceptance of the offer of a place to study forms a contract between you and Kirklees College, so please ensure you read this Agreement carefully. If you have any queries or questions relating to any aspect of this document, please contact highereducation@kirkleescollege.ac.uk

5.4 Your offer of a place, along with an invitation to enrol, is made on the basis that the information supplied in your application is true and complete. You may be asked at enrolment stage to produce satisfactory evidence of your previous qualifications and the College reserves the right to accept original documents only. If you are found, at any stage to have misrepresented your circumstance, the offer and subsequent enrolment may be withdrawn.

5.5 Your place on the programme will be subject to you meeting the conditions identified in the offer letter sent to you. These conditions may require particular qualifications and/or legal requirements (e.g. DBS checks).

5.6 An offer for deferred entry to Kirklees College will be subject to the terms and conditions in force at the time of the deferred entry. If you are offered deferred entry – you will be sent an Agreement for the relevant academic year that may differ slightly from this document. An offer for deferred entry will not guarantee that the programme will run in the academic year requested.

5.7 You may cancel this contract by informing us in writing within 14 days of

enrolment. To cancel the contract within the cancellation period, you must contact us in writing – the best way to do this is to send an email to HigherEducation@kirkleescollege.ac.uk.

6.0 What is expected?

Mutual obligations

6.1 Kirklees College and you, as a student of the College, will work together to ensure that you have the best opportunity to maximise your potential and enhance your educational experience whilst at the College. To achieve this mutual aim we jointly agree to:

- abide by the principles set out in the HE Student Code of Conduct
- abide by Kirklees College policies and procedures
- communicate in an open and timely manner with each other.

Your obligations

6.2 You are expected to:

- attend scheduled sessions including lectures, tutorials, workshops, examinations and other activities forming part of the programme, unless there is a valid reason including absence for genuine medical reasons or other special circumstances;
- submit required assessments including coursework and other assignments as required for the programme;
- undertake adequate preparation for any activity which you are required to undertake outside the College, conducting yourself in an appropriate manner at all times;
- conduct yourself professionally, complying with any professional standards, if applicable, and behave in an appropriate manner whilst on College premises;
- wear your student ID card and lanyard at all times whilst in College and present it to authorised College staff if requested to do so.

6.3 You are required to abide by all relevant codes, rules and regulations of the College in existence during the programme which relate to student activities at the College, or which may apply to you and your particular programme.

6.4 You must notify the College promptly if you choose to withdraw from your course. This must be made in writing (either by letter or email). Upon withdrawal, you must:

- cease to attend lectures or classes;
- cease to use College services and facilities which are only available to students;
- return any items or materials which are the property of the College (including your ID card);

- pay (or arrange to pay) any outstanding sums still owed to the College.

6.5 As part of the withdrawal process, the College is obliged to notify the Student Loans Company of your withdrawal, if you are in receipt of a tuition fee or maintenance loan.

Our obligations

6.6 You can expect from the College:

- clear information about tuition fees for each year of your course before you enrol plus any other additional costs that may be required, such as for trips or specialist equipment/software. Wherever possible, additional costs will be avoided or minimised;
- tuition and academic support, taking reasonable care and making appropriate effort to deliver your programme as described on the College website at the time of application and in your course handbook for the relevant academic year;
- access to learning support, advisory facilities and other general services provided by the College for its HE students;
- requests for feedback about your experience of the College and your course and for us to act on collective student feedback in a reasonable and appropriate manner;
- appropriate maintenance and enhancement of the quality of your programme, drawing on feedback received internally and externally, as appropriate;
- reasonable notice and commitment to consult with you on any proposed changes to the delivery of your programme or other services which may be necessary, in exceptional circumstances. These may include alterations to the timetable, location, number of classes and method of delivery of your programme, or variations in its content or syllabus.

6.7 We shall inform applicants at the earliest opportunity of any significant changes to a course made between the time of the offer and enrolment, and advise on the options available in the circumstances. If it is necessary to withdraw a course, we will contact all applicants at the earliest opportunity and where possible, offer alternative options from within the College or other providers if necessary.

7.0 Other information relating to this Agreement

7.1 When you formally enrol with the College, you will complete and sign the Learning Agreement. At this time you will be asked to share a range of personal information, such as contact details, prior education, cultural background and any disabilities, although you have the option to withhold some of this information, including whether you consider yourself to have a learning difficulty, disability, or health problem and your ethnicity. You will need to consent for recording of your image (photograph for your ID card) and we will provide details on the storage and use of your image. You will also have the opportunity to provide your marketing preferences. The Learning Agreement form also sets out how we use your personal information, in line with current data protection regulations.

7.2 The HE Terms and Conditions (this Agreement) and the Learning Agreement are additional to, and operate alongside, a range of College policies and procedures. Particular policies related to this Agreement are listed in Section 14 below.

7.3 All College policies are periodically reviewed and updated and you can see all current College's policies on the College website: www.kirkleescollege.ac.uk

7.4 You will be provided with links to relevant policies in your course handbook and you can request policies at any time from your Programme Leader, Learner Services or by emailing HigherEducation@kirkleescollege.ac.uk.

8.0 Fees and Finance

8.1 As stated above, we will clearly set out the tuition fees for each year of your course (based on completion with no breaks or need to restudy) before you enrol plus any other additional costs that may be required, such as for trips or specialist equipment/software.

8.2 If you accept the offer of a place on a course, you agree to pay all course fees (and other related costs/expenses) as and when they become due. The College has the right to withdraw students if tuition fees are not paid. You are asked to let us know as soon as possible if there will be any issue or delay in paying your fees. Where possible we will support you reasonably such as the agreement of a payment plan, based on individual circumstances.

8.3 If you withdraw from your course, you will be liable for tuition fees in line with the profile of Student Loan Company payments. If withdrawing in the first term 25% of fees will be payable, in the second term 50% and in the final term 100% of fees will be due. Where withdrawal or disruption is caused by the College, fee liability will be adjusted and refunds or compensation considered in line with the College's HE Refund and Compensation Policy.

8.4 If you need a to re-study an individual unit(s) – you will be charged an additional pro-rata tuition fee. For example, to re-take one 15-credit unit you will be charged one eighth of the tuition fee for that academic year (based on a full-time study load of 120 credits in a year). If you need to re-take a full year of study – the full tuition fee for that academic year will be charged.

8.5 HE Students with outstanding tuition fees will not be permitted to progress to the next stage of their programme. Students in the final year of their course with outstanding tuition fees will not be permitted to graduate and no academic transcript will be issued until outstanding tuition fee debts have been cleared.

8.6 The College actively pursues outstanding accounts and, in certain cases, may decide to use the services of an external debt collection agency.

9.0 Intellectual property

9.1 Students generating intellectual property (IP) during the course of their academic studies normally retain that IP created during their studies except where separate agreements apply, for example:

- a specific agreement has been made between the you and the College to the contrary (e.g. you have used College facilities or resources through an agreement with the College that it shall own all or part of the resulting IP);

- you generate IP resulting from collaboration or work with an employee of the College as part of their employment;
- you generate IP resulting from work experience or work placement, where the employer may retain the ownership of the IP.

10.0 Use of data

10.1 As stated above, when you enrol you will complete the standard Learner Agreement which sets out how we use your personal information, in line with current data protection regulations. We may also share some of your personal data with the Office for Students as the regulator of higher education in England and with the Student Loans Company, if you are in receipt of a tuition fee or maintenance loan. At all times we will process your personal data in accordance with UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

11.0 Your right to complain

11.1 Kirklees College aims to provide high quality services to students but on occasion things may go wrong. Whatever your complaint you can expect it to be dealt with promptly and fairly in line with our published Compliments and Complaints Policy and Procedure. This gives students, employers and other stakeholders the means to bring matters of concern to the attention of the College and enables investigation of those concerns with the aim of a satisfactory resolution.

11.2 When all procedures for dealing with complaints and appeals have been exhausted, we will issue a Completion of Procedures letter. If you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (OIAHE). Complaints to the OIAHE must be made within 12 months of receiving the Completion of Procedures letter. However, the following lie outside the OIAHE's remit:

- student admissions;
- decisions based on academic judgment;
- matters which are the subject of legal proceedings (except where "stayed" or adjourned);
- student employment;
- cases previously dealt with by the OIAHE.

12.0 Monitoring

12.1 These terms and conditions are reviewed and updated annually. This Agreement will stay in place for the duration of your course with Kirklees College. Please note if you transfer or progress to another course, you are likely to be issued with a new Agreement in line with your new course.

12.2 These Terms and Conditions will be approved by the Corporation Board of Kirklees College and implementation will be the responsibility of the Vice Principal Curriculum and Quality.

13.0 Equality

13.1 All Kirklees College policies are subject to an Equality Impact Assessment. These assessments are carried out to see whether the document has, or is likely to have, a negative impact on individuals on basis of a protected characteristic: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, marriage or civil partnership, sex or sexual orientation.

13.2 We not only fulfil our legal position in relation to current and future equality legislation but additionally go beyond compliance in providing and promoting opportunities for all to succeed, free from any aspect of discrimination, harassment or victimisation.

14.0 Records

This table sets out related Kirklees College policies and procedures.

Record Title	Ref No	Retained By	Owner	Stored (Location)	Period
Compliments and Complaints Policy and Procedure		Quality Team	Quality Director	College website College shared drive	6 years
Equality, Diversity and Inclusion Policy			Director Safeguarding, Student Experience & Inclusion	College website College shared drive	6 years
Fees Policy		Finance Team	Director of Finance	College website College shared drive	6 years
General Data Protection Policy			Head of IT & Digital Vision	College website College shared drive	6 years
HE Programme Changes Policy		Quality Team	HE Quality Manager	College website College shared drive	6 years
HE Refund and Compensation Policy		Quality Team	HE Quality Manager	College website	6 years

				College shared drive	
HE Student Code of Conduct		Quality Team	HE Quality Manager	College website College shared drive	6 years
HE Student Transfer Plan		Quality Team	HE Quality Manager	College website College shared drive	6 years
Student Protection Plan		Quality Team	HE Quality Manager	College website College shared drive	6 years