

## Terms and Conditions

### 1. Scope of Terms and Conditions

These Terms and Conditions are issued in relation to enquiries, applications, enrolments, and the student experience at Northern Regional College. In this document the terms “we”, “us” and the “College” refer to Northern Regional College.

### 2. Introduction

Prospective and current students are encouraged to refer to these Terms and Conditions to ensure they are familiar with College policies, procedures, and expectations. These Terms and Conditions represent a **contract** between the College and students. They contain important information to enable you to make informed decisions as well as outlining your responsibilities to the College and the College’s obligations to you.

### 3. Your Application and Offer

The College welcomes applications from all candidates for full and part-time provision. To be considered for a place on a course, the first step is to create an online account and complete an online application. Information on each course and how to apply is available at: [Northern Regional College - How to Apply](#). Should you require support in submitting your application please contact your local College Campus.

- Your application will be acknowledged by the College and you may be invited to attend a pre-entry advice and guidance session. You will receive one of the following:
- a **conditional offer**;
- a **firm offer**;
- an **alternative course** or
- a **referral to a College careers advisor**.

If your offer is conditional, we will set out the conditions you have to meet to have your place confirmed. Conditions of your offer may be for academic and/or non-academic reasons. If you apply for a direct entry course, correspondence on how to enrol will be issued.

Oversubscribed courses will utilise a waiting list and/or enhanced criteria as per the [Admissions Policy](#). If you no longer wish to take up your offer to study at the College, please contact the College to withdraw your application.

#### **4. Enrolment**

After accepting your offer, the final step is to enrol with the College. You will then re-enrol annually thereafter for each subsequent year of study. Your enrolment depends on providing the College with accurate and up to date information to allow confirmation of your entitlement to enrol on a course.

Once enrolled, any withdrawal at this stage must be completed by contacting reception or the course coordinator.

#### **5. Course Entry Requirements**

Courses offered by the College are aimed at a wide range of interests and abilities. The most up-to-date entry requirements can be found online in the College Prospectus. For full details please [click here](#) where you can search for the course you are interested in.

#### **6. Cancellation of Courses**

The College will make every effort to run courses as advertised. However, we reserve the right to cancel courses which do not enrol sufficient numbers to make the course viable. In some circumstances, classes may be combined, which may include delivery on a different campus. We shall contact you if your course is cancelled and, where possible, plan for you to attend an alternative course or offer you a refund.

#### **7. Changes to your Course or Course Location**

Sometimes, due to circumstances beyond our control, it is necessary to change delivery from the published course content – more information can be found in our [Change or Closure of a Course document](#). When this happens, the College will notify you, using the contact details you provided at enrolment, at the earliest opportunity. A course programme may change due to a number of factors e.g. student demand; staff availability; course review; developments in the subject and where a programme is accredited by a professional body we may be required to change the programme to meet the professional body's requirements. Courses will run in the relevant campus, as stated in the College Prospectus, however, due to campus redevelopment in Ballymena and Coleraine, courses may be relocated to suitable alternative locations. Changes in campus location will be clearly communicated to you, as early as possible, to minimise any inconvenience.

#### **8. Fees**

Many of our courses require the payment of fees. Fees may be paid by cash, cheque, credit/debit card, online via the online Admissions Portal or an agreed payment plan. An agreed payment plan via direct debit or other acceptable payment method is available for the combined fee for your College course. If fees are being paid by an employer or another agency, their written confirmation must be provided at the time of enrolment. Direct Debits will normally be taken at the end of the 3 consecutive months after your enrolment. For example, if you enrol on 1st September, direct debits will be taken from your account in November, December and January. For full details please refer to the College [Fees Policy](#).

## **9. Additional Mandatory Costs**

If a course requires additional costs, these will be highlighted on the course information provided on the College website. You are responsible for payment of any such costs. Should you accept an offer and enrol on a course you are confirming that you have received sufficient information on the course and are aware of the associated fees and payment terms.

## **10. Refunds**

Students enrolling on any course can cancel or transfer within 14 days of enrolment (paying the course fees) and will receive a full refund of payments made or the difference in payment due, if transferring. For any course cancelled by the College, a full refund of the total fee paid will be issued to the student, unless other exceptional circumstances prevail (e.g. transfer of course). If you are unable to continue with your course for medical or Access NI reasons, then a refund may be allowed. Other refund applications shall be considered only in exceptional circumstances by the Vice-Principal Teaching and Learning and the Head of Finance. Requests for refunds must be received in writing from the student on the designated refund form within the academic year of the course commencing. For full details please refer to the College [Fees Policy](#).

## **11. Unpaid Student Fees**

Each student is responsible for the payment of the agreed fees and any outstanding debts to the College. Letters of reminder will be sent to the registered address of students with outstanding payments. For further details on College sanctions for students who fail to pay their fees in full please refer to the College [Fees Policy](#). Legal proceedings may be taken to recover any outstanding fees together with any administrative costs and certification withheld until fees are paid in full.

## **12. Promoting Equality and Diversity**

The College welcomes applications from all candidates regardless of their age, race, gender, religion, political opinion, marital status, dependent status, sexual orientation or disability.

The College is committed to equality of opportunity and will comply with legislation to ensure that appropriate reasonable adjustments are made to assist all students with a disability, learning difficulty and/or other long-term medical condition. Please see our [Student Equal Opportunities Policy](#). The reasonable adjustments will be applied, as outlined in the Special Educational Needs and Disability (Northern Ireland) Order 2005, through all admissions, enrolment and completion of study phases.

The College strives to create an environment and curriculum which meets the needs of ALL students. We encourage you to arrange an initial discussion, regarding special facilities or support you may need, to enable you to study at the College. By disclosing a disability or another additional learning support need, you can better assist the College to provide you with [suitable services and support](#).

### **13. Students with English as a Second Language**

Students whose first language is not English will be admitted to the College on the basis that their level of written and spoken English will allow them to succeed on the course and that previous qualifications gained equate to the course entry criteria. Students may be required to demonstrate their level of written and/or spoken English by undertaking an Essential Skills assessment.

### **14. Disclosure of Criminal Convictions and Related Information**

The College actively promotes equality of opportunity for all and welcomes applications from a wide range of applicants including those with criminal convictions. It is the policy of the College that all those who apply to study with us **will be required** to [disclose](#) any unspent criminal convictions at the time of application. In applying for certain courses, applicants will also be required to disclose spent convictions. Having a conviction will not necessarily prevent an application from being considered by the College nor will the information disclosed necessarily prevent an applicant from studying the course of their choice.

There may be occasions whereby a current/previous conviction may preclude a student from participating on a particular course. We will discuss this with the student in full and we may be able to offer an alternative course. Certain offences may preclude a student from practising in a particular area of employment following study, so the College has a duty of care to explain this. More details about this are contained in the College [Fitness to Practise](#) policy.

If the College becomes aware of an offence that has not been disclosed, the College will carry out a full risk assessment and decide if the student must withdraw from the course (if enrolled) or be prevented from enrolling. For full details, please refer to the [Student Criminal Convictions Disclosure](#) Policy.

If a student is convicted of a criminal offence after he/she has applied or started the course, he/she must inform the Student Services Manager immediately. All information will be treated confidentially and in line with data protection. The student will also be made aware of support organisations such as NIACRO who are able to provide advice and guidance.

The information disclosed on criminal convictions is 'sensitive personal data' under the terms of data protection legislation. The College will ensure that all such information is stored and protected in accordance with the College's data protection policies and procedures and has put in place a confidential disclosure process to safeguard the student and the information disclosed. It should also be of note that at no time will the nature of a student's offence be discussed with teaching staff.

### **15. Health and Safety**

The College, as an employer and service provider, recognises and accepts its responsibilities for complying with the statutory duty requirements under the Health and Safety at Work Order (N.I.) 1978 and subsequent regulations, to ensure, so far as is reasonably practicable the health, safety and welfare of all employees, students and visitors. The College is committed to developing a positive health and safety culture and promoting good practice with regard to approved codes of practice and guidance.

For full details please refer to the College [Health and Safety Policy](#).

## 16. Data Protection

Northern Regional College (Data Controller) values the relationships with all students, staff and stakeholders and this section explains how the College collects, processes and manages your personal data. The College will process all personal data in compliance with the Data Protection Legislation for the purpose of providing you with a service you have requested and to meet our statutory obligations. We will never ask for information that is unnecessary to deliver this service.

Northern Regional College is the Data Controller registered with the Information Commissioner Office (ICO), Z1019663, and is responsible under Data Protection legislation for the personal data that you submit to us.

As a FE College we process your data under the following lawful basis:

**Article 6.1 (a)** - the applicant/student (data subject) has given **consent** to the processing of his or her personal data for one or more specific purposes e.g. application, enrolment and the student experience;

**Article 6.1(b)** - processing is necessary for the performance of a **contract** to which the applicant/student (data subject) is party or in order to take steps at the request of the applicant/student data subject prior to entering into a contract e.g. the application to the course;

**Article 6.1(c)** - processing is necessary for **compliance with a legal obligation** to which the College (controller) is subject e.g. The Health and Safety at Work (Northern Ireland) Order 1978, The Safeguarding Vulnerable Groups (Northern Ireland) Order 2007, Disability Discrimination Act 1995, SENDO, Employment law;

**Article 6.1 (d)** - processing is necessary in order to protect the **vital interests** of the student (data subject) or of another natural person e.g. referrals to Safeguarding Team; and

**Article 6.1(e)** - processing is necessary for the performance of a task carried out in the **public interest** or in the exercise of official authority vested in the College (controller). On behalf of the Department for the Economy (DfE), our role is provide you with quality education e.g. The Further Education (Northern Ireland) Order 1997.

**Article 6.1 (f)** – processing is necessary for the purposes of the legitimate interests pursued by the College, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child e.g. the marketing activities of the College including photography.

More information is available on the College website using the following links:

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- [College Wide Privacy Notice](#)
- [Student Enrolment Privacy Notice](#)
- [FE Sector Retention and Disposal Schedule](#)

For all enquiries regarding Data Protection please contact Deborah Kerr, the Data Protection Officer [dpo@nrc.ac.uk](mailto:dpo@nrc.ac.uk)

## **17. Liability**

The College takes reasonable care to ensure the safety and security of its students on College property and/or whilst using College facilities. The College cannot accept responsibility and is not liable for loss or damage to your personal property, or any injury to you (financial or otherwise), caused by another College student or by a person who is not an employee of the College or an authorised representative.

## **18. Student Experience**

The College is committed to delivering a high quality, personalised and responsive student experience and aims to provide an excellent teaching and learning environment. We believe that students have key responsibilities in achieving this through fulfilling the academic requirements of the course, submission of coursework and other assignments. We expect students to be punctual and attend examinations and other required events associated with the course. Successful completion of a course does not guarantee progression to a higher-level course or a career path. It is essential that staff and students work in partnership to ensure the successful delivery and monitoring of the student experience. The College will communicate effectively with students through the Students' Union and its officers; student representation on College committees; staff/student consultative committees at course/section level; student focus groups and student surveys.

## **19. Student Code of Conduct**

Students attending the College must adhere to the [Student Positive Behaviour Policy](#) in order to maintain satisfactory standards of attendance and behaviour both on College premises and when engaged in activities associated with, or representing the College e.g. work placements. The College reserves the right to apply disciplinary procedures when a student has not followed the accepted standards as outlined in the [Student Handbook](#) and Positive Behaviour Policy.

## **20. Third Party Awarding Universities**

Applicants to courses that are regulated and awarded by a third party University, are bound by their Academic Regulations together with the Conditions of Registration, which define the basis of the academic relationship between the student and the University.

## **21. Complaints**

The College is committed to providing the highest quality of service to all students. If a student is not satisfied with the quality of service provided by the College or College staff, they have the right to complain. The *Customer Complaints Policy* advises students of the College's commitment to resolving all issues and problems quickly and

as close to the source as possible, to the satisfaction of all concerned. If a student is dissatisfied with the College's response to their complaint, they have the right to appeal. For full details please view the College [Complaints Policy](#)

A student who feels that the College has exceeded the expected standard of service is encouraged to leave a compliment or positive comment by emailing [quality.improvement@nrc.ac.uk](mailto:quality.improvement@nrc.ac.uk)

## **22. Admissions Feedback and Appeals**

Applicants to the College are entitled to receive feedback on an unsuccessful application. Applicants may also appeal an admissions decision where admissions policies and processes have not been followed, or to submit a complaint about the admissions service. The [Admissions Feedback and Appeals](#) procedure sets out the process by which an applicant may submit a feedback request or appeal an admissions decision and the actions the College will take.

## **23. Changes to Terms and Conditions**

The College may renew these terms and conditions at any time, in accordance with operational and legislative requirements, so it is advised that you retain a copy at the time of enrolment for your records. We will make reasonable efforts to inform you of any significant changes. You will be asked to re-confirm your acceptance of the terms, including any changes notified to you when you re-enrol each academic year. You should visit the College website regularly to review any amendments to the regulations and policies referred to in the Terms and Conditions.

## **24. Disclaimer**

The information contained within this document is correct at the time of publication. However, it may be subject to change and no course advertised is guaranteed. Please note that courses are delivered in English (unless otherwise stated).