

Terms and Conditions

1. Scope of Terms and Conditions

These Terms and Conditions apply to all enquiries, applications, enrolments and the wider student experience at Northern Regional College. References to "we", "us" and "the College" mean Northern Regional College.

2. Introduction

These Terms and Conditions form the contractual agreement between you and the College. They outline your rights and responsibilities, our obligations to you, and the policies and procedures that apply once you engage with the College. Prospective and current students should ensure they understand these Terms and Conditions as they contain important information to help you make informed decisions.

3. Your Application and Offer

The College welcomes applications for full-time and part-time provision. Applications must be submitted online via the College website. Support is available at each campus for applicants who need assistance with the application process. Information on each course and how to apply is available at: Northern Regional College - How to Apply.

Following an application, you may be invited to a pre-entry guidance session or interview. You will then receive one of the following outcomes:

- a conditional offer
- · a firm offer
- an offer of an alternative course
- a referral to a careers advisor

Where an offer is conditional, the conditions must be met before enrolment can be completed. Conditions may relate to academic or non-academic criteria.

Oversubscribed courses may use waiting lists or enhanced criteria as outlined in the <u>Admissions Policy</u>. If you do not wish to take up an offer, you must notify the College so that your application can be withdrawn.

<u>Please note that once you have accepted an offer, whether conditional or firm, you are entering into a contract with Northern Regional College and are expected to abide by the terms of this agreement.</u>

4. Applicant responsibilities

Applicants must upload all required documentation, including:

- official photographic identification
- official evidence of qualifications
- any additional documents required for specific awarding bodies or apprenticeship pathways

Failure to provide required documentation may result in your application not progressing to enrolment.

For courses accredited by Ulster University, Open University, ApprenticeshipNI or Higher-Level Apprenticeships, official certificates must be uploaded (summary result sheets are not sufficient).

Prospective and current students are encouraged to refer to these Terms and Conditions to ensure they are familiar with College policies, procedures, and expectations.

5. Enrolment

Once you accept an offer, you must formally enrol with the College. Re-enrolment is required for each subsequent year of study.

Accurate and up-to-date information must be provided to confirm your entitlement to enrol. If you wish to withdraw after enrolment, you must notify reception or your course coordinator.

6. 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 <u>click here</u> where you can search for the course you are interested in.

7. Cancellation of Courses

The College aims to run all courses as advertised. However, we may cancel courses that do not recruit sufficient numbers to remain educationally or financially viable.

If a course is cancelled, we will notify you and, where possible, offer:

- an alternative suitable course
- · a refund of fees already paid

8. Changes to your Course or Course Location

The College does **not** have any planned major changes to courses for 2026/27.

Under Consumer Protection Law, we must inform students clearly where changes may occur. Although no planned changes exist, circumstances outside our control may occasionally require adjustments. These may include:

- staff availability
- changes required by awarding bodies or regulators
- changes to ensure the course remains current and fit for purpose

If any material change becomes necessary after you accept an offer or enrol, we will:

- 1. inform you as early as possible
- 2. explain the reason for the change
- 3. outline options, which may include continuation under the revised arrangement, transfer to another course, or withdrawal with a refund where appropriate

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.

9. Fees

Many of our courses require 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.

10. 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.

11. Refunds

Students may cancel or transfer within **14 days** of enrolment and will receive either a full refund or an adjustment based on the new course fee.

If a course is cancelled by the College, a full refund will be issued unless the student chooses to transfer.

Refunds outside the 14-day period may only be granted in:

- medical circumstances
- Access NI clearance issues
- exceptional circumstances approved by the Curriculum Director and Head of Finance

All refund requests must be submitted in writing using the designated form within the academic year.

For full details please refer to the College Fees Policy

12. 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 <u>Fees Policy</u>. Legal proceedings may be taken to recover any outstanding fees together with any administrative costs and certification withheld until fees are paid in full.

13. 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 <u>suitable services and support</u>.

14. 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. Some of these decisions may be made outside the College's remit and final decisions may be made by the Awarding Organisation. Students may be required to demonstrate their level of written and/or spoken English by undertaking an Essential Skills assessment.

15. 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 <u>disclose</u> 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 being accepted on to the course of their choice.

There may be occasions whereby a current/previous conviction may preclude a student from participating in 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 and Study 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 <u>Student Criminal Convictions Disclosure</u> 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.

16. 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

17. 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 an FE College we process your data under the following lawful basis:

(Education Provider → Awarding Bodies, Department for Education, Placement Employers)

We may share relevant personal data about learners with specific third parties when this is necessary for educational, regulatory or contractual purposes.

All data sharing is carried out in accordance with Articles 5, 6, 13/14, 26 and 28 of the UK GDPR.

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:

- College Wide Privacy Notice
- Student Enrolment Privacy Notice
- FE Sector Retention and Disposal Schedule

For all enquiries regarding Data Protection please contact the Data Protection Officer dpo@nrc.ac.uk

18. Liability

Nothing in these Terms and Conditions limits or excludes the College's liability for:

- death or personal injury caused by its negligence,
- fraud or fraudulent misrepresentation, or
- any other liability which cannot be limited or excluded under law.

The College will take reasonable care to ensure the safety and security of students while on College premises or using College facilities.

The College is not responsible for loss of or damage to personal property brought onto College premises or used in connection with College activities unless such loss or damage is caused by the College's negligence or breach of statutory duty.

19. Student Experience

The College is committed to delivering ahigh 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.

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Successful completion of a course does not guarantee progression to a higher-level course or a career path.

It is the responsibility of the applicant to apply their own due diligence to ensure that any qualification that they have obtained or will be studying meets that institution's general and specific entry requirements.

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.

20. Student Code of Conduct

Students attending the College must adhere to the <u>Student Positive Behaviour Policy</u> 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 <u>Student Handbook</u> and Positive Behaviour Policy.

21. 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.

22. 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 <u>Complaints Policy</u>

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

23. 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.

24. Changes to Terms and Conditions

The College may update these Terms and Conditions where reasonably required for legal, regulatory, operational or educational reasons.

Where any material change is proposed after you have accepted an offer or enrolled, the College will:

- give you reasonable advance written notice,
- clearly explain the reason for the change,
- inform you of your right to withdraw where the change represents a material disadvantage, and
- offer an appropriate refund or suitable alternative where required.

Changes that are minor or administrative in nature (for example, clarifications, updates to contact details or corrections of obvious errors) may be made without requiring your consent but will always be published on the College website.

You will be asked to reaffirm your acceptance of these Terms and Conditions at each reenrolment.

25. Disclaimer

The information contained within this document is correct at the time of publication. Courses are advertised in good faith and will normally run as described. In exceptional circumstances, courses may be subject to change or cancellation in accordance with the Cancellation and Course Change provisions within these Terms and Conditions.

Unless otherwise stated, courses are delivered in English.