

# **City College Norwich Rules, Regulations and Procedures for Students 2021-22**

Please read these conditions carefully. You shall be bound by the terms of this contract, when you and the College's representative have both signed the Learning Agreement.

**In this document you will find the following**

## **IMPORTANT INFORMATION: -**

- Your rights to cancel this contract.
- The College's obligation to you, the student.
- Details of the information you must provide to the College about you and keep up to date.
- How the College will protect the information you provide in line with the Data Protection Regulation (GDPR) & Data Protection Act 2018 (DPA 2018).
- How to get the learning support or additional help you require.
- What action the College will take if you are not punctual to class or do not attend your classes regularly.
- Your health and safety responsibilities as a student of the College.
- Where you can find other College policies, regulations and procedures.
- When the College is legally able to search a student or their possessions, even without their consent.
- Costs you will be charged if you withdraw before the end of the academic year or if you fail to complete your course or achieve the qualification by its planned end date.
- What action the College will take if you or a third party fail to pay your tuition fees.

## Table of Contents

|  |   |
|--|---|
| SUMMARY OF THIS CONTRACT .....   | 5 |
| YOUR RIGHTS AND OBLIGATIONS .....  | 5 |
| 1. Entire Agreement .....  | 5 |
| 2. Right to Cancel.....  | 5 |
| 3. Fees .....  | 5 |
| 3.1 Course Fees.....   | 5 |
| 3.2 Examination Fees .....   | 5 |
| 3.3 Higher Education Failed Module Retake Fee .....                              | 5 |
| 3.4 Further Education and Commercial Retake Assessment Fees .....                | 5 |
| 3.5 Examination Fees .....   | 5 |
| 3.6 Failed/Missed Examination Retake Fee .....                                   | 6 |
| 3.7 Fee Calculation .....  | 6 |
| 3.8 Fee Changes.....   | 6 |
| 3.9 Fee Remission .....  | 6 |
| 3.10 Failure to Complete Your Course within the Expected Timeframe.....          | 6 |
| 4. Refund of Fees.....   | 6 |
| 4.1 Withdrawals.....   | 6 |
| 4.2 Further Education Learners (including Access Courses) .....                  | 6 |
| 4.3 Higher Education Learners .....  | 6 |
| 4.4 Apprenticeship Learners .....  | 6 |
| 4.5 Commercial Courses.....  | 6 |
| 4.6 International students.....  | 6 |
| 4.7 Registration, Examination and Assessment Fees .....                          | 7 |
| 4.8 Ancillary Fees.....  | 7 |
| 4.9 Course Cancellation.....   | 7 |
| 5. HE Student Refund & Compensation Policy 2021/22.....                          | 7 |
| 5.1 Tuition fee refunds .....  | 7 |
| 5.2 Refund policy for international HE student deposits .....                    | 7 |
| 5.3 Refunds in the event of a change of location of their course (Option 2)..... | 7 |
| 5.4 Compensation .....   | 8 |
| 6. Non-payment of Fees or Instalments.....                                       | 8 |
| 6.1 Non Payment of Fees .....  | 8 |
| 6.2 Non Payment by Third Parties .....   | 9 |
| 6.3 Exclusions Non Payment .....   | 9 |
| 6.4 Emergency Loan .....   | 9 |
| 7. Administration .....  | 9 |
| 7.1 Accuracy of Information .....  | 9 |
| 7.2 Personal Data .....  | 9 |
| 7.3 Proof of Attendance .....  | 9 |
| 7.4 Identity Badge .....   | 9 |

|  |    |
|--|----|
| 7.5 Unspent Criminal Convictions .....   | 9  |
| 7.6 Changes of Details .....   | 10 |
| 7.7 Changing a Course during the Academic Year .....                           | 10 |
| 8. Academic Regulations .....  | 10 |
| 8.1 Refusal of Admission .....   | 10 |
| 8.2 Diagnostic Testing.....  | 10 |
| 8.3 Attendance .....   | 10 |
| 8.4 Lateness and Punctuality .....   | 10 |
| 8.5 Long Term Absence .....  | 10 |
| 8.6 Withdrawal.....  | 10 |
| 8.7 Regulations and Procedures.....  | 10 |
| 8.8 Submission of Work .....   | 10 |
| 8.9 Failure to Submit Work.....  | 10 |
| 8.10 Equipment and Materials .....   | 11 |
| 8.11 Mobile Devices.....   | 11 |
| 8.12 Examinations.....   | 11 |
| 8.13 Additional Help and Special Allowance in Examinations .....               | 11 |
| 8.14 Learning Support.....   | 11 |
| 9. General Regulations .....   | 11 |
| 9.1 College Policies.....  | 11 |
| 9.2 Disciplinary Procedure .....   | 11 |
| 9.3 Information Technology Facilities .....                                    | 11 |
| 9.4 Epilepsy, diabetes and other medical conditions requiring medication ..... | 12 |
| 9.5 Prescription Medicine.....   | 12 |
| 9.6 Food and Drink.....  | 12 |
| 9.7 Breakages .....  | 12 |
| 10. Health and Safety Regulations .....  | 12 |
| 10.1 Legal Duty .....  | 12 |
| 10.2 Reporting an Accident or Incident.....                                    | 12 |
| 10.3 Personal Protective Equipment and/or Clothing (PPE) .....                 | 12 |
| 10.4 Contagious Diseases .....   | 12 |
| 10.5 Smoking .....   | 12 |
| 10.6 Violent Crime Reduction Act 2006 .....                                    | 12 |
| 10.7 Drugs and/or Alcohol.....   | 13 |
| 11. Our Obligations and Services .....   | 13 |
| 11.1 Educational Service .....   | 13 |
| 11.2 Course Viability .....  | 13 |
| 11.3 Course Hours .....  | 13 |
| 12. Liability .....  | 13 |
| 12.1 Personal Property .....   | 13 |
| 12.2 Personal Injury .....   | 13 |

|   |    |
|---|----|
| 12.3 Breach of Terms & Conditions .....   | 13 |
| 12.4 Our Negligence .....   | 13 |
| 13. Circumstances beyond our Control.....   | 13 |
| 13.1 Part Course Cancellation .....   | 13 |
| 13.2 Definition .....   | 13 |
| 14. References.....   | 14 |
| 14.1 Referees.....  | 14 |
| 14.2 Alternative Referees.....  | 14 |
| 14.3 Unsatisfactory References.....   | 14 |
| 14.4 Other Checks .....   | 14 |
| 14.5 Copyright.....   | 14 |
| 15. Instrument and Articles of Governance.....  | 14 |
| 16. Photographs and Video Recordings .....  | 14 |
| 17. Governing Law .....   | 14 |
| 18. Data Protection .....   | 15 |
| 18.1 City College Norwich.....  | 15 |
| 18.2 Purposes for data processing by the College include:.....                                | 15 |
| 18.3 Sharing of your personal data.....   | 15 |
| 18.4 CCTV.....  | 15 |
| 18.5 Your rights under the General Data Protection Regulation & Data Protection Act 2018..... | 15 |

# SUMMARY OF THIS CONTRACT

The following conditions form the terms of the contract between City College Norwich of Further and Higher Education ("the College") and you, as a student.

In them the College is referred to as "we"/"us"/"our" and the course you enrol on as "the Course". The contract between you and us shall be made, and you and we shall be bound by the terms of that contract, when you and the College's representative have both signed the Learning Agreement.

## YOUR RIGHTS AND OBLIGATIONS

### 1. Entire Agreement

Please read these conditions carefully. You shall be bound by the terms of this contract, when you and the College's representative have both signed the Learning Agreement.

### 2. Right to Cancel

You have the right to cancel the contract with the College within 14 days of your enrolment date. Notification of a cancellation of contract must be made in writing to the Principal.

### 3. Fees

#### 3.1 Course Fees

You will have to pay or arrange for payment on your behalf for the following ("the Fees"): -

- Tuition Fees for all programme elements that are not fully funded.
- Registration, Examination and Assessment Fees.
- Additional consumables, protective clothing, equipment, books and study materials needed for your chosen course which are identified in the appropriate prospectus and on the College website under course information ([www.ccn.ac.uk](http://www.ccn.ac.uk)).

#### 3.2 Examination Fees

Where the awarding body requires entry to an examination to be made by the student directly (i.e. not through the College) the Examination Fee will not be included in the Fees. This affects a small number of courses as identified in the appropriate prospectus and on the College website under course information ([www.ccn.ac.uk](http://www.ccn.ac.uk)).

#### 3.3 Higher Education Failed Module Retake Fee

If you are a Higher Education student and you are granted permission by an Assessment Board to retake a failed module the following Fee will be applied and must be paid in full prior to enrolment on to the retake module: -

- Retake of the Assessment only = £50.
- Retake of the Assessment with tutorial = £50 plus £35 per hour tuition.
- Retake whole module will be charged as follows: -
  - Initial annual tuition fee charge / 12 = charge per 10 credits.

#### 3.4 Further Education and Commercial Retake Assessment Fees

If you are enrolled on a Further Education programme or a commercial course (inc Access) and you fail to complete your Course or achieve the qualification by its planned end date, as stated on the Learning Agreement, the following Fee will be applied and must be paid in full prior to the retaking of the assessment: -

Retake of the Assessment only = £50.

- Retake of the Assessment with tutorial = £50 plus £35 per hour tuition.

#### 3.5 Examination Fees

If you fail to attend an examination (without authorisation), for which the College has incurred cost, you will be liable for the examination costs.

### **3.6 Failed/Missed Examination Retake Fee**

If you wish to retake an examination the College will charge you the awarding body entry fee prior to the booking of the retake. Examination entry fee charges are available by contacting the Examinations Team at [examinations@ccn.ac.uk](mailto:examinations@ccn.ac.uk).

### **3.7 Fee Calculation**

Fees will be calculated on the basis that you fully and correctly provide accurate information. If there is any error or omission, the amount of the Fees will be adjusted accordingly.

### **3.8 Fee Changes**

The Fee for each year of the Course is determined by the Course Fees and Eligibility Statement which identifies the rates that apply for that year and is reviewed by the Governing Body on an annual basis.

### **3.9 Fee Remission**

If you receive Tuition Fee remission in accordance with our Course Fees and Eligibility Statement, then you must inform the College via the Advice Shop immediately if your circumstances change.

### **3.10 Failure to Complete Your Course within the Expected Timeframe**

If you fail to complete your Course or achieve the qualification by its planned end date, as stated on the Learning Agreement, and you stay on at the College to complete all or part of your Course then you will be liable for the costs associated with the retake of the relevant assignment/module. Charges are detailed in item 3 above.

## **4. Refund of Fees**

### **4.1 Withdrawals**

You must notify the College immediately if you are considering or wish to withdraw.

### **4.2 Further Education Learners (including Access Courses)**

If you are enrolled on a Further Education programme (inc Access) and you withdraw before the end of the academic year, the Fee will be recalculated as follows:

- Withdrawal in Term 1 = 33% of the Fee will be charged
- Withdrawal in Term 2 = 66% if the Fee will be charged
- Withdrawal in Term 3 = 100% of the Fee will be charged (full fee payable)

### **4.3 Higher Education Learners**

If you are enrolled on a Higher Education programme and you withdraw before the end of the academic year, the Fee will be recalculated as follows: - Withdrawal in Term 1 = 25% of the Fee will be charged

- Withdrawal in Term 2 = 50% of the Fee will be charged
- Withdrawal in Term 3 = 100% of the Fee will be charged (full fee payable)

### **4.4 Apprenticeship Learners**

Your employer is responsible for any fee related to your apprenticeship programme. Full Apprenticeship Fee details are available within the College Fees and Eligibility Statement which is available on request.

### **4.5 Commercial Courses**

If you are enrolled on a Commercial Course the College holds a strict no -refund policy. The student will be liable for the entire fee, even if they withdraw before the end of the course.

### **4.6 International students**

The College holds a strict no-refund policy. The student will be liable for the entire fee, even if they withdraw before the end of the course.

Students are required to pay a 25% deposit at enrolment and this is non-refundable.

However, a Tier 4 student and Short Term Study student is required to pay the full tuition fee (if it is a year long course) or the first year fees if it is a longer course, prior to issuing a CAS (confirmation of Acceptance to Study) or unconditional offer letter (applicable to short term study visa.)

#### **4.7 Registration, Examination and Assessment Fees**

Registration, examination and assessment fees are non-refundable.

#### **4.8 Ancillary Fees**

Costs for additional consumables, protective clothing, equipment, books and study materials are non-refundable.

#### **4.9 Course Cancellation**

In the event that the College cancels a Course, the College will make every endeavour to secure you an alternative suitable course placement either at the College or another education provider. If the College cancels a course, Fees paid will be refunded in full.

### **5. HE Student Refund & Compensation Policy 2021/22**

*This policy applies to only to HE students who are registered and studying with CCN and makes provision for:*

- a. Refunds for students in receipt of a tuition fee loan from the Student Loans Company.*
- b. Refunds for students who pay their own tuition fees.*
- c. Refunds for students whose tuition fees are paid by a sponsor.*

#### **5.1 Tuition fee refunds**

- Tuition fee liability is set out in section 4.3 above. In the event that an HE student ceases their studies and leaves the College, a refund of tuition fees will be made if the fees paid exceed the calculated liability.
- The policy is updated annually. The policy that applies to HE students is therefore dependent on the nature of the course studied and the course start date.
- There is no variation in policy in relation to a HE student's fee status be they categorised as being liable for fees at the Home, EU or International rates.
- The refund would be paid to whomever paid the tuition fee.
- This Refund and Compensation policy will be made available to applicants via the College website and drawn to the attention of applicants as part of the offer information

#### **5.2 Refund policy for international HE student deposits**

- The deposit paid will be reimbursed in full if evidence of a visa rejection is received and verified from the relevant UK visa office. Refunds will not be given however if the reason for the visa rejection is due to the failure to follow UK Visas and Immigration guidance or submission of fraudulent documents.
- Refunds will also be made to conditional offer-holders who pay their deposit then fail to meet the conditions of the College's offer of a place.
- Any offer-holder who wishes to defer their place to the following year will have any deposit deferred as well, the deposit will not be refunded
- Offer holders who change their minds and decide not to take up their place will not be entitled to a refund of the required deposit paid
- Refunds will only be made to the individual or organisation who originally paid the deposit. If a third party has paid the deposit on behalf of the applicant, we are unable to refund the deposit directly to the applicant.
- Please note that refund requests will only be authorised within 3 years of the deposit payment date.

#### **5.3 Refunds/Compensation in the event of a change of location of their course**

In the event that the college decides to change the location of a course, for an enrolled student, from its existing facilities to a new CCN facility outside of the Norwich city centre, then the College will review the impact on currently enrolled students to minimise financial hardship and loss and offer compensation, where appropriate, on a case by case basis.

## **5.4 Compensation**

The College's approach to course closure is to teach all HE students through to the completion of their studies. The College's course closure process ensures plans are put in place to enable all students registered on the course to complete their studies. There are no courses identified where there would be an increased risk of non-continuation.

**5.4.1** In the exceedingly rare event that the College was not able to preserve the continuation of study the College would provide a transcript and where appropriate an HE exit award in relation to the credits passed and awarded, and seek to relocate the student, so they can complete their studies and achieve the intended qualification aim, at another provider.

**5.4.1.1** In the event students transfer to complete their studies at another HE provider, the College would provide a compensation payment that would cover: -

- a) In the case of students on a course with an unregulated fee,
  - i. the difference in tuition costs between the fee that would have been liable at CCN and the fee at the new provider to complete the course.
  - ii. relocation expenses of up to £1,500 on the provision of receipts.
  - iii. the fee for any single academic year of additional study at, and required as a condition of registration, by the new provider and a sum of £3,500 towards maintenance costs for this year of additional study.
  
- b) in the case of students on a course with a government regulated fee: -
  - i. relocation expenses of up to £1,500 on the provision of receipts.
  - ii. the fee for any single academic year of additional study at, and required as a condition of registration, by the new provider and a sum of £3,500 towards maintenance costs for this year of additional study.

**5.4.1.2** In the event an alternative HE provider cannot be found that is acceptable to the student the College would refund all tuition fees, and make a compensation payment which would take into account maintenance costs and the duration of study.

## **6. Non-payment of Fees or Instalments**

### **6.1 Non Payment of Fees**

You must notify the College immediately if you are experiencing financial difficulty and are unable to pay your Fees. The College will make arrangements to discuss payment options that may be available to you. Failure to pay the Fees, or any agreed instalment, by the due date, will result in you being suspended from the College and the following action being taken by the College, until such time that a payment arrangement has been agreed: -

- Your access to College IT systems will be restricted.
- You will not be permitted to attend class.
- You will not be able to progress onto a subsequent year/semester.
- Your work will not be marked.
- Your results will not be published on your e -ILP or confirmed in writing.
- If you are a Higher Education student, your award will not be confirmed until such time all tuition fees have been paid in full; following which your award will be taken to the next scheduled Awards Board.

Failure to contact the College in relation to the non -payment of the Fees will result in your exclusion from the College. If you are excluded then all rights and privileges enjoyed as a student of the College will cease from the date of exclusion. Exclusion will be notified in writing. Your outstanding debt will be transferred to a third party debt recovery agent and/or the small claims court. You will be refused other support offered by the College, such as counselling services and use of facilities, such as the Gym.



## **6.2 Non Payment by Third Parties**

If a third party has been invoiced for all or part payment of the Fees on your course, but fails to pay within 30 days of the start of the course then you (the student) are liable for the unpaid fees and the College may take action against you as noted in point 6.1 above, if the Fee remains unpaid.

If you withdraw as a result of a third party failing to pay all or part of the Fees on your behalf, the Fee will be recalculated as noted under item 4 above. You are liable for any unpaid fees and the College may take action against you as noted in 6.1 above if the Fee remains unpaid.

## **6.3 Exclusions Non Payment**

No refunds will be paid to any student who is excluded on the grounds of non -payment of Fees, additional costs or instalments. Exclusion for non -payment of Fees, additional costs or instalments will not require referral to the student disciplinary procedure.

## **6.4 Emergency Loan**

The College operates an emergency loan facility where a student is able to access funds in the case of an emergency. All enquires are to be made via the Advice Shop. Please note that this is a loan facility and as such any money loaned to you by the College must be paid back. Failure to repay money that has been loaned to you, may result in you being suspended from your studies and action taken by the College as per item 6.1 above.

## **7. Administration**

### **7.1 Accuracy of Information**

The College collects the following types of personal data about you:

- Name, address, contact details
- Previous educational establishment and qualifications on entry
- Course details, attendance record and marks/awards received
- Financial information relevant to your fees and/or funding
- Information relating to your health where relevant to your learning needs, access and/or pastoral care
- Ethnic group information
- Digital image (enrolled students only) and information relating to your activities whilst visiting the College's campus sites (including CCTV records).

Please refer to the College's Privacy Notice for Applicants and Students which can be found on Blackboard for more information about your rights under the GDPR/Data Protection Act 2018.

### **7.2 Personal Data**

You must provide accurate personal data to the College and keep this information up to date. You may ask us to correct or remove information we hold about you if it is inaccurate.

### **7.3 Proof of Attendance**

At your request, the College will provide you with written confirmation that you are a student of the College for purposes such as Council Tax reduction. Should you lose this information or require it again for any reason, there is an administration charge of £10.

### **7.4 Identity Badge**

You must display your student Identity Badge at all times and you must immediately give full and accurate details of your name and the name of your School/Centre at the College if a member of College staff requests you to. Should you lose your ID badge the College will provide you with one replacement free of charge. Any further requests for a replacement ID badge will incur a charge of £5.

### **7.5 Unspent Criminal Convictions**

All applicants are required to indicate if they have an unspent criminal conviction or charges pending when completing a College application form and when enrolling (all information will be dealt with sensitivity and in confidence).

## **7.6 Changes of Details**

You must notify the Advice Shop at the College immediately if there is any change in the details you provided on the Learning Agreement.

## **7.7 Changing a Course during the Academic Year**

You are not entitled to change Courses without the approval of the Head of School/Centre; there is no obligation for the Head of School/Centre to give that approval.

## **8. Academic Regulations**

### **8.1 Refusal of Admission**

The College holds the right to refuse to admit you on to any course if you do not attain the necessary entry qualifications for the Course; or if we cannot meet your support needs; or if you are, in our reasonable opinion, unlikely to benefit from the Course. Please refer to the College's Admissions Statement and Procedure.

### **8.2 Diagnostic Testing**

We may require you to undergo a diagnostic test before agreeing to admit you on any course.

### **8.3 Attendance**

You must attend all classes, tutorials and examinations which form part of the Course. If you have a genuine reason for absence you must call the absence line on 01603 773631 immediately or fill out the Learner Absence Form via Blackboard, by 8:00am on the day of absence.

### **8.4 Lateness and Punctuality**

You must arrive punctually at all learning sessions, including work experience. This includes you being prepared, bringing the right equipment and being ready to learn.

If you are not present at the timetabled start of the lesson, you will be marked late. Persistent lateness and/or non-attendance may result in your being withdrawn from the Course.

### **8.5 Long Term Absence**

If you are absent from classes and/or tutorials for a period of 4 weeks or more without our consent; or fail to respond satisfactorily to the College absence code of practice; you will be deemed to have withdrawn from the Course and you will be excluded from any further Course activities and charged as detailed under item 4 above.

### **8.6 Withdrawal**

Where you are deemed to have withdrawn from the Course or are required to withdraw on the basis set out above, you will not be entitled to any refund of the Fees and must immediately pay any outstanding Fees that are due.

### **8.7 Regulations and Procedures**

You must comply with the academic regulations and procedures that apply to your Course, details of which are available from your Course Tutor and in the Course handbook.

### **8.8 Submission of Work**

You must submit all work which is required as part of the Course in accordance with the deadlines and study guidelines that we set. You must do your best to complete all work required as part of the Course to a standard acceptable to us. All work submitted for assessment must be your own and if it contains extracts, literal or paraphrased, from the work of others, the authors and sources of the extracts must be explicitly acknowledged. Your submitted assignments may, at our discretion, be checked for plagiarism and external plagiarism detection services may be employed for this purpose. Plagiarism is a serious academic offence; disciplinary action will be taken in cases of suspected plagiarism and this could result in exclusion from the College.

### **8.9 Failure to Submit Work**

If you fail to submit work in accordance with the deadlines and study guidelines or to a standard acceptable to us, we will not be obliged to mark or consider that work. If your work persistently fails to

meet those requirements you may be excluded from the Course. Exclusion on these grounds or for the reasons set out in 8.5 or for failure to comply with points 8.6 or 8.7, will be authorised by the relevant Head of School/Centre or member of the Executive Team or the Assessment Board for the Course and will not require reference to the student disciplinary procedure.

### **8.10 Equipment and Materials**

Where we provide you with equipment, books or study materials relating to the Course, you must look after and return all such items to us in good condition before the end of the academic year.

Failure to return any such items (in good condition) will result in you being charged for the replacement of the item. The College will pursue you for any unpaid charge (including library fines) and failure to pay may result in action taken by the College as per item 5.1 above.

### **8.11 Mobile Devices**

Mobile devices are to be used appropriately in the learning environment.

Mobile telephones are to be switched off in all lessons, examinations, other learning and assessment environments and in any circumstances in which the work of others may be disturbed.

### **8.12 Examinations**

It is your responsibility to acquaint yourself with the regulations concerning entry to examinations (both external and internal) and assessments and it is your responsibility for ensuring that you are entered for the relevant examinations and assessments.

### **8.13 Additional Help and Special Allowance in Examinations**

It is your responsibility to request any additional help or special allowance in examinations or assessments (called an access arrangement) to which you may be entitled on educational, medical or other grounds. Advice on this can be obtained from your Course Tutor, Lecturer or the Examinations Officer. You should book an appointment at the Advice Shop to see the SpLD team to get extra time, rest breaks, coloured paper etc for your exam.

### **8.14 Learning Support**

You can find details of the learning support the College can offer you on the website ([www.ccn.ac.uk](http://www.ccn.ac.uk)). You need to make us aware of your disability or difficulty and tell us that you want support by replying to the letter you receive upon application. You should tell us if you have an EHCP before you come to the College and we will contact you to discuss your support needs. If you don't want support but have a disability or difficulty you should still disclose this to us.

## **9. General Regulations**

### **9.1 College Policies**

You must abide by College policies, rules, regulations and procedures and codes of practice at all times (especially those related to Equality and Diversity, Bullying and Harassment, Alcohol and Drugs), all of which are located on Blackboard under the 'CCN Student Info' tab/Student Charter and Policies.

### **9.2 Disciplinary Procedure**

The College reserves the right to take disciplinary action against students who infringe College rules, regulations and procedures. This could, in serious cases, lead to dismissal from the College. You will be subject to our disciplinary procedures (details of which are available from personal tutors and on Blackboard under the 'CCN Student Info' tab/Student Charter and Policies) and must act within the spirit of our Student Charter and these Terms and Conditions. The recording of disciplinary hearings and/or meetings is not permitted. Covert recording of a disciplinary hearing and/or meeting may be considered an act of misconduct or gross misconduct and will be addressed under the College's Student Disciplinary Procedure.

### **9.3 Information Technology Facilities**

College systems can only be accessed by two factor authentication and you will be required to download the MS Authenticator software as part of the process to access college systems. You must use the College Information Technology facilities in a responsible manner at all time and not transmit inappropriate material over the College IT network as agreed to entry to the college. You must not share account information with any third party or download/access material from untrusted sources.

Your College e-mail is the primary method of contact between the College and it will be assumed that you have read all e-mails sent by the College within 2 days of e-mails being sent.

#### **9.4 Epilepsy, diabetes and other medical conditions requiring medication**

If you have a medical condition which is managed by the use of prescription medication or emergency medication, please inform the College Nurse within the first week of attending the College and supply all appropriate information to them. They can keep records of this information enabling them to assist appropriately in times of need.

#### **9.5 Prescription Medicine**

Please inform the College Nurse if you regularly carry or use prescription medicine.

#### **9.6 Food and Drink**

Food and drink may be consumed only in the designated restaurants, refectories and cafeterias and must not be consumed in classrooms, laboratories, workshops, the library or other teaching or learning areas.

#### **9.7 Breakages**

You will be required to pay in full for all breakages, loss or damage caused by you to any College equipment, buildings or fixtures and fittings.

### **10. Health and Safety Regulations**

#### **10.1 Legal Duty**

You have a legal duty to take care of your own health and safety and that of other students who might be affected by your acts or omissions and you must comply at all times with the College's health, safety and welfare requirements and policies.

#### **10.2 Reporting an Accident or Incident**

You must immediately report to a member of staff any accident or incident which takes place on the College premises that you are aware of and which results in any injury to any person or damage to College property or creates a potential hazard to health or safety.

#### **10.3 Personal Protective Equipment and/or Clothing (PPE)**

You are responsible for providing protective equipment and/or clothing (of the type and standards that we specify) suitable for any class which takes place in a hazardous environment (e.g. workshops, laboratories, kitchens) as identified in the appropriate prospectus and on the College website under course information ([www.ccn.ac.uk](http://www.ccn.ac.uk)). If you are not wearing the required protective clothing you will not be allowed to attend the class.

#### **10.4 Contagious Diseases**

If you are suffering from any contagious disease or have been in contact with anyone whom you know to have been suffering from a contagious disease then, in order to protect the health of all students and staff, you must not enter the College premises and when informing your personal tutor (or equivalent) of your absence (as you are required to) you must also notify them that you are suffering from or have been in contact with the contagious disease and give details of the disease.

#### **10.5 Smoking**

The College operates a strict 'no smoking' policy. You are permitted to smoke only in those locations on the College premises that are specifically designated as smoking areas. Any form of 'electric/vapour cigarettes' are only to be used outside.

#### **10.6 Violent Crime Reduction Act 2006**

In accordance with Section 46 of the Violent Crime Reduction Act 2006, the College has the power to search any student for weapons (without the individual's consent) where it has reasonable grounds for suspicion.

## **10.7 Drugs and/or Alcohol**

The College reserves the right to conduct searches of students and classrooms where required or if there is suspected possession of drugs and/or alcohol. The College also reserves the right, from time to time, in cooperation with the police to invite a drugs dog onto the premises for an out of hours search.

## **11. Our Obligations and Services**

### **11.1 Educational Service**

We will use reasonable endeavours to provide you with an educational service which shall include one or more classes (and, where appropriate, tutorials) or other learning experiences designed to prepare you for relevant and appropriate assessments, examinations and qualifications having regard to the contents of the Course and your academic standards.

### **11.2 Course Viability**

Notification of cancellation or other changes affecting the operation of a Course will be given at the earliest opportunity. In the event that a Course is cancelled, the College will make every endeavour to secure you an alternative suitable course placement either at the College or another education provider, this however cannot be guaranteed.

### **11.3 Course Hours**

We will endeavour to ensure the number of hours as agreed on the Learning Agreement are available to you within the academic year, though we are not bound to offer you any particular number of classes per week or deliver the Course by any particular method and we may, at any time, alter your timetable, increase the number of classes or taught hours relating to the Course, alter the location and dates when the Course is delivered and alter the methods by which the Course is delivered.

## **12. Liability**

### **12.1 Personal Property**

We shall not be responsible for any loss or damage to your property (including, but not limited to, your motor vehicle or cycle) whilst on the College premises.

### **12.2 Personal Injury**

We shall not be responsible for any personal injury that you suffer whilst on the College premises unless it is caused by our act or omission.

### **12.3 Breach of Terms & Conditions**

We shall not be liable for any loss that you suffer as a result of our breach of these conditions or any other act or omission by us, our employees or agents of a type other than direct loss or damage to physical property or personal injury.

### **12.4 Our Negligence**

Except in the case of death or personal injury resulting from our negligence our liability to you for any breach of these conditions or any other act or omission by us, our employees or agents will be limited to the Fees that you have actually paid.

## **13. Circumstances beyond our Control**

### **13.1 Part Course Cancellation**

We may, suspend, alter or merge all or any part of the Course where this is caused by any circumstances beyond our control.

### **13.2 Definition**

The expression "circumstances beyond our control" in these conditions means matters such as (but not limited to) actions by the Government, war, riot, civil commotion, fire, flood, epidemic, act of God, strikes, labour disputes, student sit -ins, civil disturbance, death or unforeseen absence of staff or absence of staff through illness or injury, damage to buildings and property and the enforced closure of buildings.

## **14. References**

### **14.1 Referees**

We may require you to provide the names of two referees who are not members of your family where we deem this to be appropriate.

### **14.2 Alternative Referees**

We may ask you to provide one or more alternative referee(s) where we consider that the person(s) you propose as referee(s) may not necessarily be a reliable source of information or opinion about you.

### **14.3 Unsatisfactory References**

Where we consider that the references supplied are not satisfactory in view of the nature and/or content of the Course we will be entitled to withdraw you from the Course and refund (or release you from your obligation to pay any future instalments of) a proportion of the Fees equal to that part of the Course which you are not allowed to attend. Refund of those Fees (or that release from payment of future instalments) will be the full extent of our liability to you for withdrawing you from the Course in those circumstances.

### **14.4 Other Checks**

For certain Courses we are obliged to carry out checks with statutory bodies to ascertain eligibility for the Course. For example, courses such as Childhood Studies will require you to have a Disclosure Barring Service (DBS) check. These checks will be carried out and the outcomes will be taken into account and affect your ability to continue with your studies.

### **14.5 Copyright**

Copyright on all materials supplied by us in respect of the Course belong to us or is licensed to us by the copyright owner. You are not permitted to copy or reproduce in any manner or produce any adaptation (including translation) of the whole or part of any of the Course materials except as required for your private research or study.

## **15. Instrument and Articles of Governance**

These are the College's constitutional documents and will be available for you to look at on Blackboard, from the College's Information Store and the Students' Union Office, or such other places as we may advise from time to time.

## **16. Photographs and Video Recordings**

Photographs and video recordings may be taken by staff or students of the College for use in teaching and assessment, for publicity purposes, or for other reasons. If you do not wish your photographic image to be used for any or all of these purposes, or you do not wish to have your photograph taken, you should register this objection with the photographer at the time the photograph (or video recording) is being taken. You must not take photographs or make video recordings of other students or members of staff unless you have their written permission.

## **17. Governing Law**

The contract of which these conditions form part, shall be governed by and construed in accordance with the laws of England. You and we agree that we will not take any disputes or matters regarding the contract to any courts other than the courts of England.

## 18. Data Protection

The College's full Privacy Notice can be found on Blackboard under Student Information/Data Protection or by selecting the following link.

[City College Norwich – Privacy Notice for Students.](#)

**18.1 City College Norwich** ("the College") processes personal data about its students and is the 'data controller' for the purposes of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 2018).

**18.2** Purposes for data processing by the College include:

- Support student learning
- Monitor and report on student progress
- Provide appropriate pastoral care
- Protect student welfare
- Assess the quality of our services
- Administer admissions waiting lists
- Carry out research
- Comply with the law regarding data sharing
- Fulfil legal obligations, including complying with audit obligations.

**18.3 Sharing of your personal data** we do not share personal information about you with anyone outside the College without permission from you or your parents/carers, unless the law and our policies allow us to do so. Where it is legally required, or necessary for another reason allowed under data protection law.

### 18.4 CCTV

CCTV is used for the safety and security of students, staff and visitors and for the prevention and investigation of crime.

### 18.5 Your rights under the General Data Protection Regulation & Data Protection Act 2018

You can access your personal data held by the College by submitting a written or verbal request to the Information Compliance Team at the College (see contact information below).

If you make a subject access request, and if the College holds information about you, you are entitled to the following:

- Give you a description of it
- Tell you why we are holding and processing it, and how long we will keep it for
- Explain where we got it from
- Tell you who it has been, or will be, shared with
- Let you know whether any automated decision-making is being applied to the data, and any consequences of this
- Give you a copy of the information in an intelligible form

Individuals also have the right for their personal information to be transmitted electronically to another organisation in certain circumstances

You may ask the College to correct or remove information which is inaccurate.

Under data protection law, individuals have certain rights regarding how their personal data is used and kept safe, including the right to:

- Object to the use of personal data if it would cause, or is causing, damage or distress
- Prevent it being used to send direct marketing
- Object to decisions being taken by automated means (by a computer or machine, rather than by a person)
- In certain circumstances, have inaccurate personal data corrected, deleted or destroyed, or restrict processing
- Claim compensation for damages caused by a breach of the data protection regulations

Should you wish to exercise any of the above rights you will need to do so in writing. You can contact **the Information and Compliance Team on Tel 01603 773176; or email [Data\\_Protection@ccn.ac.uk](mailto:Data_Protection@ccn.ac.uk)**