

# EAST KENT COLLEGE TERMS AND CONDITIONS

## 1. Application

1.1 These Terms and Conditions shall apply to the provision of the services ('Services') by East Kent College of Ramsgate Road Broadstairs Kent CT10 1PN ('College') to you ('Student'). No other terms and conditions shall apply to the provision of services unless agreed upon in writing between the College and the Student.

1.2 To avoid doubt, the Terms and Conditions of Study (including all current published College Policies, Codes and Regulations) apply to all students, including those on placements and/or studying at off-campus locations.

1.3 Students should satisfy themselves from reading the available information that the particular course they have chosen meets their requirements before commencing the course.

## 2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

## 3. Definitions

3.1 Every Student of the College, whether full-time or not, must enrol for each programme and pay the fees appropriate to their course of study at the College. 3.2 In all College documentation "Sponsor" is deemed to include Skills Funding Agency; Education Funding Agency; local authority/central government schemes; local enterprise companies; employers and training boards or agencies.

3.3 No person shall be deemed to be an enrolled Student unless they have completed and signed a College learning agreement and agreed to meet the liability for the relevant fees, where a Sponsor does not meet the liability on their behalf.

3.4 In signing the learning agreement the Student undertakes to observe these Terms and Conditions (including all current published College Policies, Codes and Regulations) and consents to the College obtaining, recording, holding, processing personal data including data of a sensitive nature. Students are responsible for informing the College of any changes to the information provided on enrolment.

## 4. Fees and Payment

4.1 The course fees ("Fees") for the Services are set out in the prospectus.

4.2 In addition to the Fees, the College is entitled to recover from the Student reasonable incidental expenses for materials used and for third party goods and/ or services supplied in connection with the Services.

4.3 Liability for fees is incurred at enrolment and the College reserves the right to withdraw any offer for a Student who has not paid or arranged, to the satisfaction of the College, payment of fees within a reasonable time.

4.4 The Student shall pay the Fees due for the Services at or prior to enrolment or otherwise in accordance with any credit terms agreed between the College or their credit agency and the Student via an instalment plan.

4.5 If the Student fails to make payment within the period in clause 4.4, the College shall have the right to suspend the provision of the Services (where the provision of the Services is on-going) until payment is made to the satisfaction of the College.

4.6 The Student remains liable for any fees not paid by a Sponsor (see clause 3 above for definition of Sponsor)

4.7 If the Student fails to make payment within the period stated in clause 4.4 the College reserves the right to charge the Student interest at the rate of 8% per annum on the amount outstanding until payment is made in full.

4.8 Time for payment is of the essence of the contract between the College and the Student.

4.9 Receipts for payment will be issued by the College only at the Student's request.

4.10 All payments must be made in pounds sterling (£) unless otherwise agreed in writing between the College and the Student.

4.11 The College has a Fees Policy which can be found on the College's website ([www.eastkent.ac.uk](http://www.eastkent.ac.uk)) which also includes the College's policy on refunds. A copy of the Fees Policy can be requested from the Finance Office East Kent College Ramsgate Road Broadstairs Kent CT10 1PN.

## 5. Cancelling or Changing Contents of Courses

5.1 The College reserves the right not to run courses where the number of Students is considered insufficient or where resources are unavailable or to change the contents of a course where it is considered appropriate by the College to do so.

5.2 Where numbers of Students dictate, courses may be amalgamated so that they may comprise a number of subjects, including parts of the Student's chosen subjects and parts of other related subjects.

5.3 All admission to courses is at the final discretion of the Principal.

5.4 The College reserves the right to refuse admission to any course because of restricted availability of facilities due to accommodation or teaching requirements or for any other reason which the College deems it necessary to do so.

5.5 On College programmes of more than one year duration, progression to Year 2 (and subsequent years) is dependent on satisfactory performance in the previous year.

## 6. Liability and Indemnity

6.1 If the College fails (or has failed) to perform the Services with reasonable care and skill it shall carry out all required remedial action at no additional cost to the Student.

6.2 The College shall not be liable to the Student or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the College's obligations if such delay or failure is due to any cause beyond the College's reasonable control.

6.3 The Student shall indemnify the College against all damages, costs, claims and expenses suffered by the College arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Student.

6.4 The College does hold third party liability insurance which indemnifies the College with respect to claims from third parties, including Students, who have suffered injury, illness, loss or damage arising from the negligence of the College or its employees. However, if there is no negligence, no claim would be accepted by the College or its insurers. A copy of the College Public Liability insurance is displayed in the reception area of the College campus.

## 7. Force Majeure

Neither party shall be liable for any failure nor is delay in performing their obligations where such failure or delay results from any cause that beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

## 8. Communications

8.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

8.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or on the tenth business day following mailing, if mailed by airmail.

8.3 All notices under these Terms and Conditions shall be addressed to the Corporate Services Office at East Kent College Ramsgate Road Broadstairs Kent CT10 1PN.

## 9. No Waiver

9.1 No waiver by the College of any breach of these Terms and Conditions by the Student shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.2 No failure or delay on the part of either the College or the Student to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

## 10. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

## 11. Consumer Rights and Complaints

Nothing in these Terms and Conditions shall affect the Student's statutory rights as a consumer. In the event the Student has a concern, the College Complaints Procedure is available on the College website

([www.eastkent.ac.uk](http://www.eastkent.ac.uk)) or from the Corporate Services Office at East Kent College Ramsgate Road Broadstairs Kent CT10 1PN.

## 12. Law and Jurisdiction

12.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

12.2 Any dispute, controversy, proceedings or claim between the Student and the College relating to these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## 13. International Students

13.1 International Students should refer to the East Kent College Terms and Conditions, College to International Student, which are available on the College Website ([www.eastkent.ac.uk](http://www.eastkent.ac.uk)) or can be requested from the Corporate Services Office at East Kent College Ramsgate Road Broadstairs Kent CT10 1PN