



Cheshire College  
South & West

## Higher Education (HE) Student Contract 2025-26 Enrolment

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## **1. Introduction**

- 1.1 Before potential students accept an offer of a place to study on a Higher Education (HE) programme at Cheshire College South and West (CCSW), it is important that these terms and conditions are read.
- 1.2 These terms and conditions (and any documents referred to within them) together form the legal contract between the student and the College. If anything in this documentation is unclear, then the student should contact the College admissions team for clarification.

## **2. The Legal Contract**

- 2.1 When students accept the offer of a place at CCSW on a HE programme, a legal contract will be formed between the student and the College on the basis set out in these terms and conditions.
- 2.2 The legal name of the College is Cheshire College South and West and is referred to as 'Cheshire College South and West', 'CCSW', 'the College', within this document.
- 2.3 Any offer of a place made to students by the College, is on the basis that in accepting such an offer students agree to the following terms and conditions, which form a contract between the student and the College. The contract comes into force when the student informs the College that they accept the offer. Acceptance of the offer will be when the College has received the signed acceptance form included with the offer letter. Please see *Appendix A*.

## **3. Conditional and Unconditional Offers**

- 3.1 The term 'unconditional offer' is part of the national admissions terminology and relates to the academic conditions of the offer. All other conditions (as detailed in the offer letter, or within the College regulations or communicated to students at interview) apply.
- 3.2 If a student receives an 'unconditional offer' it has been made based on the academic qualification's the student presented to the College on the application form. Students must provide documentary evidence of the qualifications indicated to the College and, on which, the decision to offer a place has been based.
- 3.3 The College reserves the right to verify the qualifications with the awarding institute. This offer, and the contract students enter by accepting the offer and membership of the College, are subject to the requirement that students hold the qualifications, and, that the College receives documentary evidence of them. If students fail to meet this requirement, the offer may be withdrawn and any contract with, and membership of, the College may be terminated.
- 3.4 If the offer sets out conditions the student must meet, failure to meet those conditions will result in the offer of a place with the College being automatically withdrawn and the contract will terminate.
- 3.5 The College will endeavor to make sure all the information contained in any offer is accurate, however, sometimes errors may occur. If the College becomes aware of any errors in an offer letter after it has been sent, but before the offer has been accepted, the College will provide the student with the correct information by the same means as the offer letter was sent. Any subsequent acceptance of a place will be deemed to be based on the corrected information.

## **4 Payment of Fees**

- 4.1 When enrolling on a course students must make arrangements, satisfactory to the College, for the payment of fees. Students will be invoiced, by the College, for the full amount or remaining portion of fees, for each year of the course if they do not have (for each year of the course), either:
  - 4.1.1 Financial Support via Student Finance England, Wales, Northern Ireland or Student Awards Agency for Scotland (SAAS). Or,
  - 4.1.2 A legally binding document to the College's satisfaction from an employer or a sponsor indicating responsibility for the payment of the student fees, in full, or part (please refer to the College's Data Protection Policy for disclosures).

- 4.2 It is the student's responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the College's finance department at enrolment or as soon as possible thereafter.
- 4.3 If a student is self-funding and must pay fees, payment can be made in the following ways:
- 4.3.1 Paying by credit card or debit card over the phone by calling 01244 656411.
  - 4.3.2 If a student is being sponsored, by an employer, the student will need to provide written confirmation from the employer. The confirmation is required to be on the employers/ sponsor's official letterheaded paper and must include an invoice address, the student's full name, the title of the course and the maximum amount they will pay. The College may also accept an official purchase order from the employer. Failure to provide this information will result in the student being invoiced for the full cost of fees.
  - 4.3.3 Electronically by bank transfer
- 4.4 The employer/sponsor letter or official purchase order may be sent as an email attachment, posted, or delivered by hand as shown below:
- 4.4.1 Email attachment sent to [sales.ledger@ccsw.ac.uk](mailto:sales.ledger@ccsw.ac.uk).
  - 4.4.2 Post to Finance Department, Cheshire College South and West, Off Sutton Way, Ellesmere Port, CH65 7EF
  - 4.4.3 Hand deliver to reception at any campus, please ensure the documents are in a sealed envelope and marked for the attention of the Finance department.
- 4.5 If tuition fees are being paid for by Student Finance England, Wales, Northern Ireland or Student Awards Agency Scotland (SASS), then the College will receive electronic confirmation of the level of tuition fee loan/grant a student has been allocated directly from the Student Loans Company, therefore, students do not need to provide the Student Loan assessment letter as confirmation. The student remains responsible for any shortfall in payment between the loan/grant and the total fees payable. The student may wish to seek other third-party contributions to cover this.

## 5 Total Fees

- 5.1 Please note that the total amount of the tuition fees payable for the duration of a course are requested as set out in the College's Tuition Fee Policy and these are reviewed annually by the College.
- 5.2 The College's Tuition Fee Policy establishes tuition fee liability as follows:
- 5.2.1 Higher Education Learners Liability - September 2025 Start

Liability Point	Start Date	End Date	Liability		Refund
Liability 0 (L0)	Date of Enrolment	Within 14 days after date start Midnight	0%		100%
Liability 1 (L1)	Date of Enrolment	Within 25% of completion date of course	25%		75%
Liability 2 (L2)	Date of Enrolment	Within 50% completion date of course	50%		50%
Liability 3 (L3)	Date of Enrolment	After 50% duration of course	100%		0%

*(Table 1 Higher Education Learner Liability – September 2025)*

- 5.3 Tuition fees are mandatory costs of the course and include the following:
- 5.3.1 Scheduled course tuition, academic, technical and administrative support, use of course equipment and facilities.
  - 5.3.2 Course related induction activities.
  - 5.3.3 Course assessment and awards.
  - 5.3.4 Access to the College's library and online resources, including on-campus Wi-Fi, networked and remote access to the College's virtual learning environment.
  - 5.3.5 Use of the College estate and resources for scheduled activities and learning support.
  - 5.3.6 Use of the College's technical equipment and materials identified by the course teaching team for the

completion of the course.

- 5.4 If a student fails to pay tuition fees as and when they fall due the College:
- 5.4.1 Reserves the right to temporarily suspend the student from the course until the outstanding tuition fees are paid.
  - 5.4.2 Reserves the right to withdraw the student from the course if the outstanding tuition fees are not paid.
  - 5.4.3 May withhold from the student any assessment grades, which would otherwise have been made and/or refuse to allow students to, proceed and progress on the course until all outstanding tuition fees have been paid, or payment agreed.
  - 5.4.4 May pass any unpaid fees or other charges to a debt collection agency to recover the debt or, pursue a claim against the student in the civil court for the cost of the outstanding tuition fees.
- 5.5 Students will be notified of any 'additional costs' by the course team leader at the interview stage. These costs which are over and above the tuition fees will be course specific. 'Additional costs may include, for example, the cost of textbooks and other learning materials, the cost of any associated trips or residentials for the course and the costs of joining a professional body associated with the nature of the course.

## **6 College Regulations, Policies and Procedures**

- 6.1 In accepting an offer of a place at the College, students agree to comply with the provisions of all the College's student regulations, policies, and procedures that apply to enrolled students as amended from time to time. The current policies can be found on the College's Higher Education website ([Higher Education - Cheshire College South & West \(ccsw.ac.uk\)](http://Higher Education - Cheshire College South & West (ccsw.ac.uk))).
- 6.2 For information, the website contains documents which students should be aware of such as: the College's academic regulations, misconduct and disciplinary codes, information technology, tuition fees and financial arrangements, fitness to practice and fitness to study, and requirements in relation to DBS checks. It is a student's responsibility to ensure they are familiar with the full regulations, policies and procedures. Please contact the College if any assistance is required in understanding information contained within these documents.
- 6.3 The College reserves the right to make reasonable changes to its policies where, in the opinion of the College, will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- 6.3.1 To review and update policies to ensure they are fit for purpose.
  - 6.3.2 To reflect changes in the external environment, including legal and regulatory changes, changes to funding or financial arrangements, changes to government policy requirements or guidance.
  - 6.3.3 To incorporate sector guidance or best practice.
  - 6.3.4 To incorporate feedback from students; and/or
  - 6.3.5 To aid clarity or consistency of approach.
- 6.4 Any changes will normally come into effect at the start of an academic year, although they may be introduced during an academic year where the College reasonably considers this to be in the interests of students, where this is required by law, or other exceptional circumstances.
- 6.5 The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to regulations, policies and procedures before they take effect, or by phasing in the changes if appropriate.
- 6.6 Any updated policies will be made available on the College website and may be publicised by other means so that students are made aware of any changes.

## **7 Disclaimers**

- 7.1 The College will make reasonable efforts to provide educational services as described in its prospectus, or in other documents issued by it, to appropriately enrolled students. Sometimes circumstances beyond the control of the College mean that it cannot provide such educational services. Examples of such circumstances include.

- 7.1.1 Industrial action by college staff or third parties.
- 7.1.2 The unanticipated departure of key members of college staff.
- 7.1.3 Power failure.
- 7.1.4 Acts of terrorism.
- 7.1.5 Damages to buildings or equipment.
- 7.1.6 The acts of any government or local authority, or
- 7.1.7 Where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for student enrolled on it.

7.2 In the circumstances listed above the College will take reasonable steps to minimise the resultant disruption to those services and, to affected students by for example, offering affected students the chance to move to another course or institution (where possible), or by delivering a modified version of the same course.

7.3 To the full extent that is possible under the general law, the College excludes liability for any loss and/or damage suffered by any applicant or student because of the circumstances mentioned above. The College does not exclude or limit in any way its liability for:

- 7.3.1 Death or personal injury caused by its negligence of its employees, agents or subcontractors.
- 7.3.2 Fraud or fraudulent misrepresentation.

7.4 The College does not accept responsibility, and expressly excludes liability to the full extent possible under the general law, for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## **8 Changes to Courses**

8.1 The prospectus is prepared in advance of the academic year to which it relates so that potential students and other interested parties can research potential Higher Education providers and to make informed decisions. The College will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the College's prospectus for the academic year in which students begin the course. However, given the period between the prospectus being prepared and enrolment for the academic year, details of the course may be subject to some change.

## **9 Course Changes or Cancellation up to 3 Months Prior to Enrolment**

9.1 The College will be entitled to make reasonable changes to the material information relating to a course (including to the content and syllabus of the course where developments in the subject area make that necessary, to the location of the course or the method of delivery of the course) up to three months prior to enrolment. Changes will usually be made on this basis for one or more of the following reasons:

- 9.1.1 To enable the delivery of a better quality of educational experience to students enrolled on the course, including to account for feedback from previous and existing students.
- 9.1.2 To account for changes in theory, recent research, and best practice so as to ensure the course content is accurate, up to date and serves the best interest of students.
- 9.1.3 To meet new or revised legal, regulatory, professional standards and requirements of accrediting bodies.
- 9.1.4 Where the prospectus expressly states that the course may be subject to changes or cancellation for specific reasons; and
- 9.1.5 Due to circumstances outside reasonable control of the College.

9.2 In making any such changes, the College will aim to keep the changes to the minimum necessary to achieve the required purpose and will notify affected students in advance about any changes that are required.

9.3 If the College makes changes to a course and students are not satisfied with the changes, then students should notify the College in writing within 14 days of receiving information about the change. The College will inform students of other similar alternative courses or modules (as the case may be).

9.4 If no alternative is suitable, then students will be entitled to withdraw from the programme. The College will also offer reasonable support to assist students to transfer to another provider.

## **10 Course Changes or Cancellation Within 3 Months Prior To Enrolment and/or After Enrolment**

- 10.1 The College will use reasonable efforts to ensure it does not make changes to the material information relating to courses within 3 months of enrolment or after courses have started. However, sometimes this may be necessary, such as:
- 10.1.1 To enable the College to deliver a better-quality educational experience to students enrolled on the course, and/or where such changes will not reasonably cause detriment to any student.
  - 10.1.2 To account for changes in theory, recent research, and best practice, so as to ensure the course content is accurate, up to date, and serves the best interest of students.
  - 10.1.3 To meet new or revised, legal, regulatory, and professional standards, as well as the requirements of accrediting bodies.
  - 10.1.4 Due to circumstances outside the reasonable control of the College.
- 10.2 The College will carry out an assessment before implementing any changes and will only implement them if the College reasonably considers the change to be fair or unavoidable. If students disagree with the College's assessment in this regard students may raise concerns under the College's complaints procedure.
- 10.3 Should the College wish to implement changes to the material information relating to a course for reasons other than those outlined above, then the College will notify affected students (or representatives appointed on behalf of such students where those affected are significant in number) and will engage in a process of consultation accordingly.
- 10.4 The College will not cancel a course within 3 months prior to enrolment, or afterwards, unless:
- 10.4.1 It is strictly necessary because of revocation, withdrawal or discontinuation of accreditation, validation or certification from a mandatory body relating to the course; or
  - 10.4.2 Due to circumstances outside the reasonable control of the College.
- 10.5 In which case the College will use its best efforts to let students know as soon as reasonably possible, inform students of suitable alternative courses, and if such alternatives are not suitable, students will be entitled to withdraw from the course without any other study with the College and receive a refund of any tuition fees paid.
- 10.6 Due to Covid-19, the College's educational model for teaching and learning may be subject to change in response to any government and Public Health England advice and requirements. During the 2024-25 academic year the College's teaching sites are open, and the College looks forward to seeing students and staff on site. Where there are changes to the delivery model in response to any government and Public Health England advice students will be informed and teaching will continue but this may be through an on-line or blended applied learning approach. This means that students could experience a mixture of on-campus teaching and digital, off-campus learning.
- 10.7 Where there are changes in response to government and Public Health England advice and this subsequently impacts planned assessment activity the College will work with awarding bodies and partner Universities to ensure all students are informed and are able to fulfil the assessment evidence requirements of their course.

## **11 Students with Disabilities/Difficulties**

- 11.1 The College welcomes applications from those with disabilities and/or difficulties and is committed to discharging its duty under the Equality Act 2010 (i.e. where a college provision, criterion or practice puts disabled applicants and students at substantial disadvantage in comparison with those applicants/students who are not disabled, to take reasonable steps to avoid the disadvantage.). Although it is rare, it should be noted that the College will not always be able to make adjustments that students request as they may not be reasonable in the particular circumstances.
- 11.2 Where an applicant/student has complex needs the College will liaise with the applicant/student and review whether it is possible to make the adjustments as soon as it can following disclosure of the disability/difficulty. This review may include an information interview and/or an assessment of need to enable the College to get a better understanding of the applicant's/student's needs and the College's ability reasonably to meet them. The

College will confirm the position as soon as possible.

- 11.3 Applicants/students have no obligation to disclose a disability. If a disability is disclosed, then students have a right to request that it remains confidential. It is important for applicants/students to be aware that if they do not disclose details of their disability to the College it may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of the course or in rare circumstances, that the requested adjustments cannot be implemented. If a student has a disability and has not declared it, they are encouraged to contact the College's Learning Support and Inclusion Manager.

## **12 Cancellation**

### **12.1 Right to Cancel**

12.1.1 Applicants/students have a statutory right to cancel this contract within 14 days of an offer being made without giving any reason. This period expires 14 days after the date on which students accept the offer.

12.1.2 To exercise the right to cancel, students must inform the College of the decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). Please send an email to [admissions@ccsw.ac.uk](mailto:admissions@ccsw.ac.uk).

### **12.2 Effect of Cancellation**

12.2.1 If students cancel this contract, as set out above, the College will reimburse any payments received from them. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed of the decision to cancel this contract. The College will make the reimbursement using the same means of payment as used for the initial transaction, unless the College has expressly agreed otherwise.

### **12.3 Cancellation after the Statutory Cancellation Period**

12.3.1 If students cancel the contract after the 14-day cancellation period, the College will not refund any payments received. Depending on when, and for what reason, students cancel the contract (in particular, whether it is before or after enrolment) they may be obliged to pay a proportion of the tuition fees, as set out in the College's Tuition Fee Policy.

### **12.4 Courses that begin within the Statutory Cancellation Period**

12.4.1 If the course is due to begin within 14 days of the date on which students accept an offer, students should note that the service will begin within the cancellation period. If students subsequently decide to cancel the contract within the cancellation period, they may be liable to pay a proportion of fees to cover the period from the commencement of the College's service to the date of cancellation, as set out in the College's Tuition Fee Policy.

## **13 Data Protection/GDPR**

- 13.1 To see how the College uses the personal information provided to it, please see the privacy statement on the College's website which can be found here: <https://www.ccsw.ac.uk/privacy-statement/>

## **14 HESA Student Collection**

- 14.1 The College is required to send some of the information it holds about students to the Higher Education Statistics Agency (HESA). Further details can be found on the following HESA web pages: Student Collection Notice link: <https://www.hesa.ac.uk/about/regulation/dataprotection/notices>.

## **15 Partner University Data Collection**

- 15.1 If a course is delivered in collaboration with a partner, for example the University of Wolverhampton, then the

College is required to send information it holds about students to the partner university. This information will be used to inform student records held at the relevant university. For more details, please refer to the College's privacy statement: <https://www.ccsu.ac.uk/privacy-statement/>.

## **16 General**

- 16.1 If any provision of the contract between students and the College is held to be void or unenforceable in whole, or in part, by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 16.2 The contract between students and the College shall be governed by, and construed, in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 16.3 The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.



# Appendix A

Student Name

Student Address

Date

Ref number - \*\*\*\*\*

Dear \*\*\*\*\*,

Following your recent guidance interview for \*\* Course Details \*\* we're excited to confirm that you have been accepted onto this course!

We've attached a copy of the Higher Education Student Contract. Please read this document carefully as it sets out the terms and conditions of accepting a place to study at the College.

More information is available from the College's Higher Education website available at [www.ccsw.ac.uk/higher-education/](http://www.ccsw.ac.uk/higher-education/).

## What Happens Next?

To provisionally accept the offer of your place at Cheshire College South and West, please fill in, and sign, the enclosed acceptance form and return it to the College by email or post.

During the summer, we will get in touch with more information about your enrolment date. In order that we can keep you updated, please ensure we have the correct contact details for you (email address, postal address, and mobile number).

## Your Finance Options.

As a Higher Education student, there may be financial support you can utilise by visiting [www.gov.uk/student-finance](http://www.gov.uk/student-finance).

If you want to discuss your options, our team would be happy to help.

## We're Here to Help.

We can't wait for you to join Campus and enjoy life at Cheshire College! If you have any questions in the meantime, we're here to help. Just get in touch using the contact details below.

**Email:** [admissions@ccsw.ac.uk](mailto:admissions@ccsw.ac.uk)

**Phone:** 01270 654654/01244 656555

See you on Campus soon!

Thanks

**Admissions Team**  
**Cheshire College - South & West**

## Provisional Acceptance of an Offered Place on a Higher Education Programme

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Student Reference Number:</b>	
<b>Course:</b>	
I confirm that I have received, and read, Cheshire College South & West's Student Contract - Information and Conditions of Offer. My signature below confirms my acceptance of the terms and conditions of the College's offer and my provisional acceptance of the offer of a place to study on the course named above.	
I understand that I may cancel my provisional acceptance by contacting the Admissions Team and informing them any time before the date of enrolment.	
<b>Signature:</b>	
<b>Date:</b>	

Please return this form by email or post to:

### Crewe Campus

Email: [admissions@ccsw.ac.uk](mailto:admissions@ccsw.ac.uk)

#### Address:

FREEPOST  
Admissions  
Cheshire College - South & West  
Crewe Campus  
Dane Bank Avenue  
CREWE  
Cheshire  
CW2 8AB

### Chester and Ellesmere Port Campuses

Email: [admissions@ccsw.ac.uk](mailto:admissions@ccsw.ac.uk)

#### Address:

FREEPOST CS555  
Admissions  
Cheshire College - South & West  
Eaton Road  
CH4 7ZZ  
CHESTER  
Cheshire  
CH4 7ZZ