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1.0 Introduction

Before applying for or enrolling on any course at Belfast Met, please read these **Terms and Conditions** and any documents linked to these. We would also encourage you to print and keep a copy for your records. If you have any queries relating to these Terms and Conditions, please contact StudentSupport@belfastmet.ac.uk

2.0 Scope of Terms and Conditions

These Terms and Conditions for applications and enrolments to Belfast Met will apply to all potential and existing learners. These Terms and Conditions are issued in relation to enquiries, applications and/or enrolments at Belfast Met.

3.0 Changes to the Terms and Conditions

Belfast Met may change the Terms and Conditions at any time but only under exceptional circumstances. Therefore, it is advised that you print and keep a copy at the time of enrolment for your records.

We will continue to review these Terms and Conditions using information obtained from our Student Council (e.g. via the Student Voice), from student surveys, and feedback from our Awarding Organisations, Regulators, DfE, QAA, ETI, UCAS, Partner Universities and our Quality Assurance forums.

Please visit the College's website regularly for the up-to-date policies and procedures referred to in these Terms and Conditions.

4.0 College Disclaimer

All information is correct at the time of writing. However, it may be subject to change and no course advertised is guaranteed to run. If a course is cancelled, applicants will be invited to apply for another Belfast Met course and the date of their original application will be attached to the new application. Please note that courses are delivered in English (unless otherwise stated). The location referenced in the prospectus may be the primary location but you may have to attend classes at a different campus. Please also refer to section 7.

5.0 General Statement - COVID-19 or other similar pandemic

All students must comply with measures put in place by Belfast Met.

6.0 Course Changes

6.1 Cancellation of a Course | Before it Starts

The College will make every effort to run the advertised courses and programmes. However, all courses must have a minimum number of students to run and, on occasions, some classes may be combined.

If the minimum number of students on a course is not reached, the College reserves the right to withdraw the course or a specific course element. In other cases, classes may have to be



cancelled. The relevant Curriculum team, supported by the College's Learner Success team, will provide personalised support to students to find alternative programmes at Belfast Met to continue their studies or to help with applications to other providers.

Where an 'Apply only' course is cancelled, applicants will be invited to apply for another course and the date of their original application will be attached to the new application. Course closures will be managed through Belfast Met's Course Change/Closure procedure which can be found on the Public Documents page of our website www.belfastmet.ac.uk/

6.2 Change of Course Location or Content

Belfast Met has endeavoured to provide you with information on your programme, including course content and location and will not change these unless necessary.

Any necessary course changes will be managed through Belfast Met's <u>Course Change/Closure Procedure</u>. This is available on the <u>Public Documents</u> page of our website <u>www.belfastmet.ac.uk</u>

Please note that the course location referenced in the prospectus may be the primary location for your studies but you may also have to attend classes at a different campus. This information will be clearly communicated to you at the time of enrolment. If the location is changed during your course of study, the College will make every effort to notify you as soon as possible to minimise any inconvenience this may cause.

In all cases where there is to be a programme change, the College will contact applicants and students affected by the change as soon as it has been approved. In most cases this will be in the academic year before the change happens. There are however limited circumstances where changes need to be made with short notice, as stated in the Course Change/Closure Procedure (please see above).

6.3 Cancellation of a Course In-year

In the unlikely event of a course being cancelled in-year, the course teams will work with you to provide personalised support.

As above, the relevant Curriculum team, supported by the Learner Success team, will provide support to students as required. Again, course closures will be managed through Belfast Met's Course Change/Closure Procedure. This is available on the Public Documents page of our website www.belfastmet.ac.uk

7.0 Payment of Fees

Tuition fees apply to the College financial year beginning 1 August 2024 and ending on 31 July 2025 and are chargeable in each year of study. Tuition fees are payable in full at the time of enrolment and can comprise course fees, registration fees or any other charge relating to the course. Payment is accepted by cash, credit/debit card (Visa, MasterCard), direct debit or World Pay.

8.0 Sanctions Against Debtors

If a student owes outstanding tuition fees or other miscellaneous charges, i.e. is a debtor to the College, any or all of the following sanctions may be applied, as authorised by the Head of Finance.

• Immediate withdrawal of IT, library and reprographics privileges.



- You will not be entitled to receive tuition i.e. you will be withdrawn from the course with immediate effect.
- You will not be entered for examinations.
- You will not have your assessment marks forwarded to the examining body / Awarding Organisation.
- You will not be allowed to enter the examination room to sit your examinations.
- Your examination results will be withheld.
- Your examination certificates will be withheld.
- You will not be eligible to attend the College's Graduation Ceremony.
- You will not be able to progress to second or third year of your course or to enrol on another course.

Outstanding student fees will either be referred to a Debt Recovery Agency for recovery or placed with the Small Claims Court for judgement and payment. Costs associated with either procedure will be added to the student account. If a student cancels their Direct Debit agreement at any time after their course has begun, they will continue to be regarded as a debtor until outstanding fees have been recovered.

9.0 Your Right to Cancel

Belfast Met's Admissions and Enrolment Process adheres to relevant consumer protection legislation. This ensures you are protected as a 'customer' of the College.

If you enrol on a course you have the 'Right to Cancel' within 14 days of enrolling. Your contract with the College begins when you enrol for a course at Belfast Met.

If you wish to cancel or withdraw after enrolling on a course, you must complete the online Cancellation Form also available on the How to Enrol page of our website www.belfastmet.ac.uk within 14 days of enrolment. If you cancel or withdraw within the 14 day period, any advance payment or deposit paid will be refunded in full.

Please also refer to the <u>Tuition Fees</u> section of our website for further information on Refund Policy or Withdrawals from a Course, including payment of tuition fees by the Student Loan Company.

10.0 Direct Debits

Students with a UK bank account that facilitates direct debit can arrange for fees to be paid in instalments if they are enrolling on a course(s) of 16 weeks duration or more and the total cost is greater than £200. Students will have to pay a minimum of 25% of the total fee at the time of enrolment, followed by three consecutive monthly equal payments by direct debit. Fully completed direct debit forms must be provided at time of enrolment.

11.0 Refund Policy/Early Withdrawal from a Course

The College policy is that all tuition fees are paid in full and are not refundable. The exceptions to this are as follows:

1. A course/session is cancelled by the College. Where the cancellation of a course takes place, students will be offered either a place on a suitable alternative course or a full refund.



- 2. Where a student has not attended a course and has provided written notification to the College at least five working days before the course commences.
- 3. If the time, day or evening meeting of the class has been changed and the student is unable to continue attending because of these changes, a refund will be issued if written notification is received within 20 working days of the change.
- 4. Students on specified¹ Higher Education Courses (Year 1) and international students on full time Further Education courses.

Other refund/cancellation applications shall be considered only in exceptional circumstances by a member of the College Directorate or designated authority (Head of Finance).

If an applicant has made one or more attendances, no refund/cancellation may be given, except in circumstances as listed in points 3 or 4 above. However, where a refund has been refused it may be possible to transfer the tuition fee paid to another programme.

All applications for refunds/deferrals must be in writing to the Finance department. Applications may be supported by the Business Services Unit Manager or Curriculum Area Manager but only a member of the College Directorate or Head of Finance have the authority to authorise a refund or deferral of fees.

Where a refund has been authorised, the student will be refunded within 20 working days. Where a deferral has been authorised, the student will be issued with a letter to bring with them to enrolment at an agreed future date.

12.0 Access to Personal Information/Data Protection

Belfast Met adheres to the Data Protection Act 2018 and UK GDPR. For further information on how we process and administer your data, please refer to the <u>Privacy Notice</u> on our website. For further information on your rights, please refer to our <u>Data Protection Policy</u>.

If you have any data protection queries, please write to: Corporate Development, Belfast Metropolitan College, Integrated Shared Services Centre, 398 Springfield Road, Belfast. BT12 7DU. Alternatively, you can send an email to: dataprotection@belfastmet.ac.uk

The College may wish to contact you for research purposes or to offer other educational products and services which could be of benefit to you. By opting into receiving communication you will be added to the College's general marketing mailing list. You can withdraw your consent at any time. Details are available in our <u>Data Protection Policy</u>

13.0 Equality Monitoring Information

Equality monitoring information is required by Belfast Met to enable the College to monitor, check and demonstrate the fairness of its procedures as required by Section 75 of the Northern Ireland Act 1998. The information will also be shared with the Department for the Economy to monitor equality of opportunity within all NI FE Colleges. Information provided for monitoring purposes will not play a part in determining access to a course. It will only be used for equality and social inclusion purposes to help us improve the services we offer and to make them more accessible.

¹ As specified by the Department for the Economy.



Your information will be held securely, with access limited to those who need to see this for monitoring purposes. It will be held in accordance with data protection legislation. Our Privacy Notice provides further details on how we process your data and is also available on the Corporate Information page of our website www.belfastmet.ac.uk.

14.0 Complaints and Compliments

If you have a complaint or a compliment, please refer to the College's Complaints and Compliments Policy. This is available on the Complaints and Compliments page of our website.

15.0 Promoting Equality and Diversity

Belfast Met believes that everyone has a right to study in a harmonious welcoming environment. We are committed to creating and ensuring an atmosphere where learners, customers, staff, governors and other stakeholders celebrate equality and diversity in all activities. We respect all our students, staff and service users, and we celebrate our similarities and value our differences. We seek to provide a supportive learning environment which demonstrates respect for, and acceptance of difference.

Additionally, in keeping with our legal obligations, we aim to provide the opportunity for all members of the community, irrespective of perceived religious belief, political opinion, gender, sexual orientation, marital status, age, ethnicity, those with or without a disability or dependants, to participate fully in all levels of academic, vocational and leisure courses which we provide. For further information please visit the <u>Equality and Diversity</u> page on our website.

16.0 Criminal Disclosures

Belfast Met actively promotes equality of opportunity and welcomes enrolments from a wide range of applicants and students, including those with criminal convictions. However, in order for the College to manage any risk that you may pose, you must tell us about any unspent criminal convictions you may have. For certain courses, you must disclose all criminal convictions.

To tell us about your convictions, please complete either a <u>Criminal Offence(s) Disclosure Form</u> or an <u>Enhanced Criminal Offence(s) Disclosure Form</u>

Both forms are available on the <u>Student Criminal Disclosures</u> page of our website <u>www.belfastmet.ac.uk</u>

You can also request these forms by contacting the Safeguarding Administrator on 02890 265184. The Criminal Convictions Student Guidance and Information document in the Life at the Met/Student Support section of our website explains which form you need and how to complete and return it to us in confidence.

Once your disclosure information has been received, the College will assess the risk that you may pose and determine whether it can safely be managed. This confidential process is separate from the admissions process, in keeping with data protection principles. You will be advised of the Safeguarding Risk Assessment Panel decision separately and as quickly as possible. You should not discuss your criminal disclosure with your course team or your fellow students.

To find out more information about the release of this information and guidance on conviction disclosure, contact NIACRO on **028 9032 0157**.



If you are convicted of a criminal offence after you have applied to or enrolled at the College, you must tell us about this conviction immediately by completing one of the Criminal Convictions Disclosure forms as set out above. If you need help with this process please contact the Head of Student Support by e-mailing studentsupport@belfastmet.ac.uk.

17.0 Health and Safety

Belfast Met recognises and accepts its responsibilities to comply with the statutory duty requirements under the Health & Safety at Work (Northern Ireland) Order 1978 and subsequent regulations, to ensure, so far as is reasonably practicable the health, safety and welfare of all employees, learners and visitors. The College's Health & Safety Policy can be viewed on the Public Documents page of the College website. Please note that Belfast Met operates a non-smoking/vaping policy and E scooters are not permitted on campus. Learners and visitors who wish to smoke or vape must do so outside the College perimeter.

18.0 Student Status / Residency

Applications

Applications are processed in accordance with United Kingdom Visa & Immigration (UKVI), Belfast Met's International Admissions procedures and any special requirements set out by our Partner Universities.

Enrolments

Belfast Met is required to satisfy United Kingdom Visa and Immigration requirements relating to status and to help with fees assessment. Customers who wish to enrol on to a course are asked to verify student status and residency.

The information requested is used to determine:

Right to Study in the UK

UK and Irish Citizens, EU Nationals with Settled and Pre-Settled Status (or with proof of application pending), those with proof of indefinite leave to remain in the UK, current Student Visa or Biometric Residency Permit holders, or others permitted under the EU Withdrawal Agreement are permitted to study in the UK.

The fee you will be charged (where applicable)

The fees and funding for the course(s) you have applied for/enrolled on will be classified as either home or international fees/funding depending on your immigration or residency status in the UK on the date your course starts.

In some cases, a further fees assessment may be required, and additional evidence requested. Evidence of Right to Study in the UK will also be required.

If you have paid home fees and are subsequently classed as international, you will be asked to pay an additional fee.

You must satisfy the Right to Study in the UK requirements to remain on your programme. Belfast Met will require proof of this (this evidence can be uploaded on the evidence page on the Belfast Met online enrolment system or submitted with your Enrolment Form). If you are unable to prove your Right to Study in the UK, you may have to withdraw from your course.



19.0 Student Code of Conduct and Student Disciplinary Policy

Students enrolling onto courses must agree to abide by the policies and regulations of Belfast Met, including the <u>Belfast Met Student Code of Conduct</u> and all College policies (all policies are available on request or <u>via the College's website</u>). Students can refer to the Student Code of Conduct at any time via the College website and a copy is also contained in your Student Handbook.

20.0 Evidence of Qualifications Achieved

Applicants who meet entry requirements and are invited to enrol <u>must</u> provide evidence of qualifications achieved. Please note that for certain courses this evidence may also be required by the relevant awarding organisation. Please read all instructions contained in letters and/or emails when asked to enrol at Belfast Met. Applicants who cannot produce evidence of **qualifications** achieved in the format required may not be able to enrol onto their chosen course.

21.0 Academic Appeals

Further Education including vocational and general qualifications: details on how you can appeal your results will be published by your awarding organisations. If you require further information on your awarding organisations appeal process, please contact the Academic Appeals Team email AcademicAppeals@belfastmet.ac.uk

Higher Education including Access qualifications: Appeals against decisions of Boards of Examiners are accepted on the basis of new evidence of extenuating circumstances or on the grounds of procedural irregularity. For further information refer to College Assessment Appeals guidelines available under the Higher Education section of the Public Documents page on the College website.

22.0 Academic Progression

Courses lasting more than one year

Students who achieve the required examination results will progress into the next year of their course. Students will be asked to re-enrol and pay enrolment fees no later than August.

Existing students

Completing students must apply for new courses beginning in the new academic year.