

1. These terms and conditions (together with all rules, policies and regulations that Barnsley College (“we”, “us” or “our”) has in place during the course of your time at Barnsley College) set out the terms that apply (and that you agree to be bound by) between Barnsley College and any student of Barnsley College who has agreed to enrol in Barnsley College (“you” or “your”). Where there is any conflict between the terms of any such rules, policies and regulations and the terms of these terms and conditions, then the terms of these terms and conditions shall prevail. These terms and conditions apply from the day you accept an offer with Barnsley College until you cease to be enrolled on a course at Barnsley College (including, without limitation, where your course is terminated in accordance with these terms and conditions). These terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. Barnsley College Higher Education prospectuses are published around 18 months in advance of the academic year to which the relevant prospectus relates. Due to the lapse of time between your application and your enrolment with Barnsley College, there may be occasions where we need to make changes to your course that are inconsistent with the information contained in the relevant prospectus. The prospectuses are provided for guidance only and their provisions are not incorporated into these terms and conditions. We reserve the right to update information in relation to your course from time to time and the most up to date information can be found at: [www.barnsley.ac.uk/highereducation](http://www.barnsley.ac.uk/highereducation) (please select your relevant course by following the icons displayed).
3. You agree with the learning programme outlined in your enrolment form as set out at the front of these terms and conditions (“Enrolment Form”) and acknowledge that you have discussed the details with a teaching or IAG staff member. You understand that any information contained in your Enrolment Form may or will be stored on computers owned or used by Barnsley College and may be accessed by staff members and any agencies of Barnsley College.
4. You agree that Barnsley College has the authority to contact any current or future employer/sponsor/agent and give him/her details of your attendance and progress.
5. You agree and undertake to inform Barnsley College immediately of any change(s) in your circumstances.
6. You understand that you may be required to undertake any examination or assessment as part of your programme of study, which you agree to complete in accordance with the requirements of the relevant awarding body.
7. You agree to pay the tuition fees and any other fees relating to your course for the relevant academic year. Tuition fees are subject to change each academic year, with up to date fees for the relevant academic year available at: [www.barnsley.ac.uk/highereducation](http://www.barnsley.ac.uk/highereducation). This annual tuition fee covers your first attempt at your module only – if you are required to repeat any modules then this may incur additional charges. Further details of such charges are available on written request by you to Barnsley College, depending on your chosen course. You will inform Barnsley College immediately if you are unable to pay any tuition fees for any reason. Barnsley College reserves the right (to the fullest extent permitted by law) to withhold certificates, suspend your student accounts or withdraw you from the course should any amount owing by you to Barnsley College remain unpaid within 30 days of us reminding you of the relevant late payment (including, without limitation, any annual tuition fee amount, amounts in relation to the repeating of modules, library fines or costs for trips or course equipment).
8. You consent to us obtaining personal data about you (including, without limitation, a photograph or other visual data of you, your name, your address and your age). You consent to us holding and processing all such personal data for legal, personnel, administrative, management, advertising and marketing purposes in respect of us providing educational services to you in respect of your course or to Barnsley College promoting itself generally and in particular to the processing of any “sensitive personal data” as defined in the General Data Protection Regulation 2018 relating to you including, as appropriate: a. your racial or ethnic origin or religious or similar beliefs; and b. information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements. If you accept a place at Barnsley College, the information from your Enrolment Form will be used to set up a student record on the College’s student database. Where required this information may be shared with the UK government or their respective agents to check the accuracy of personal information provided by students against data sources including (without limitation) the Higher Education Statistics Agency or the Data Services Individual Learner Record. Barnsley College may contact other institutions (including, without limitation, your former educational establishment) to verify qualifications or grades you have obtained or to provide destination data.
9. Right to study: this paragraph applies only if you are an international student from outside the European Union only. Barnsley College may, at any time and at its sole discretion, withdraw you from the course, suspend your student accounts and/or otherwise withdraw facilities from you in respect of the course if you (for any reason) do not have, are unable to provide evidence of or cease to have the right to legally reside in and study in the UK, and/or you breach any terms of your UK visa. We may require evidence from you of your right to live and study in the UK (and you must provide us with any such evidence reasonably requested by us promptly upon any such demand from us). If you are an international student and your circumstances change or wish to withdraw from your course for any reason, then you must inform us of this in writing immediately. If you are an international student, you also give consent for Barnsley College to contact the UK Border Agency to seek information regarding your immigration status if required. Barnsley College will also inform the UK immigration authorities of your enrolment status and attendance status. Barnsley College is required by law to report on the attendance of international students to the UK Border Agency.
10. Termination: We may terminate your contract for the supply by us of educational services to you in respect of your course and withdraw you from your course in the following circumstances with immediate effect on written notice to you: a. if, for any reason, you are unable to satisfy any mandatory entry requirements in respect of your course (including, without limitation, where you fail to meet any conditional examination grades required to enrol on your course); b. if, between accepting our offer and enrolling on your course, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your course (for example, but without limitation, where you are convicted of a criminal offence); c. if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your course (including, without limitation, inaccurate or out of date examination results); d. if, in our reasonable opinion, any qualification or status in relation to you has been obtained fraudulently; e. if you fail to pay any amounts due to us from time to time (whether in accordance with these terms and conditions, any policies we have in place from time to time or otherwise) and such amounts remain outstanding within 30 days of us reminding you of the relevant late payment f. if you commit a material breach

of any term contained in these terms and conditions and (if capable of remedy) you do not remedy the relevant breach within 14 days of written notification by us to do so; g. if you are convicted of a criminal offence in the UK or an equivalent offence of any other country; h. if you have any existing criminal convictions but fail to disclose these to Barnsley College; i. if any act or omission by you (in our reasonable opinion) amounts to bullying or harassment of other students and/or members of our staff; j. (where you are an international student from outside of the European Union) if, for any reason, we are unable to sponsor your student visa in accordance with the UK's immigration rules, or, if, for any reason, we are required to withdraw that sponsorship.

11. Notwithstanding any of our rights under paragraph 10, we may also withdraw a course (prior to your enrolment onto that course) in its entirety where we decide (at our sole discretion) that there have not been enough applicants to make running the course worthwhile (including, without limitation, from a financial or resources perspective). Where we decide to withdraw such a course, we will use reasonable endeavours to find you an alternative course; however, where we are unable to do this or where you do not wish to enrol on any alternative course then we reserve the right to terminate your contract for the supply by us of educational services to you.
12. Any action we take under the termination provision will not restrict our ability to take any other action against you which we may have the right to take from time to time (e.g., internal disciplinary procedures against you). Where we are permitted to withdraw you from your course in accordance with paragraph 11 above, we may instead (at our sole discretion) choose to suspend you for a period of time (to be determined at our sole discretion) from the course, allowing you to return to continue it at a later date.
13. You agree to inform Barnsley College immediately if you are, for any reason, under police investigation, charged with a crime or receive any criminal reprimands, cautions or convictions during your time at Barnsley College.
14. You agree to comply with all rules, regulations and policies that Barnsley College has in place during your studies regarding the use of the internet, mobile phones and other media devices whilst using any such devices owned by Barnsley College and/or whilst using a non-Barnsley College owned device on a Barnsley College connection.
15. Barnsley College is committed to providing equality of opportunity and promoting diversity. If you think that you or anyone else is being treated unfairly, please contact us as soon as reasonably practicable for you to do so. If you have a disability or long-term health condition, then please inform of us this as soon as reasonably practicable for you to do so to enable us to provide with the necessary support arrangements.
16. Barnsley College is committed to safeguarding the welfare of all students. If you are worried about your own safety or the safety of someone else, please contact any member of our staff as soon as reasonably practicable.
17. General: Force majeure: we will not be responsible to you for delay in performing, or failure to perform, any of our obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond our reasonable control. Assignment: you may not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under these terms and conditions. Confidentiality: you may not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Third parties: no one other than you or us shall have any right to enforce any terms contained in these terms and conditions and no party other than you or us shall have any rights under or in connection with these terms and conditions under the Contracts (Rights of Third Parties) Act 1999. Governing law and jurisdiction: these terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.