

Centre for Open Learning

Studying for Credit and Certificate of Higher Education

Terms and conditions

Introduction

- 1) These terms and conditions represent an agreement between “Centre for Open Learning, University of Edinburgh (“COL”) and you, the student. By enrolling on a credit course and matriculating as a student of COL (and /or Certificate of Higher Education programme) you accept these terms and conditions in full and the University’s rules, regulations, policies and procedures located at <http://www.ed.ac.uk/staff-students/students/academic-life/conduct> and the most recently published programme form the Contract between COL and you.
- 2) Any amendments made by COL to the contract will be made available on the University’s website which students should consult regularly. In the event we are required to make any significant changes to the contract we shall take reasonable steps to bring these changes to the attention of affected students as soon as practicable. Please refer to section 4 for further information

Matriculation

- 3) Matriculation is the administrative act of becoming a student of the University and carries with it the obligation to abide by the rules of the University, including payment of tuition fees.
- 4) After students have enrolled on a credit course which reaches sufficient numbers to proceed, students must matriculate at the commencement of their studies. Students will need to complete this process online. Thereafter matriculation status will be dependent on student’s attendance on a specific programme being confirmed by the University.
- 5) The student’s right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to them complying with these terms and conditions and completing matriculation.
- 6) Students should also note that progression on the given programme and confirmation of final award are not guaranteed and are dependent upon the student’s academic performance and attendance in line with policy.

Fees

- 7) Fees are subject to revision. In deciding upon increases in tuition fees COL will take into consideration such factors as inflation, market competition, SFC policy and other external factors out with the University’s control.
- 8) Students are not deemed to have matriculated until their tuition fees have been paid or satisfactory evidence produced that such fees will be paid by a sponsoring authority or employer (SAAS for Part time Fee Grant, SDS for ILA 200)
- 9) Refunds are only available if COL cancel a course or class and otherwise only exceptionally <http://www.ed.ac.uk/studying/short-courses/student-info/course-booking-terms-and-conditions>
- 10) In addition, students may incur additional expenditure on items such as (but not limited to), field trips, specialist materials, films or books. Course information pages will indicate these requirements in advance of purchase.

Changes to your Programme

COL reserves the right to:

- 11) Make variations to the contents of programmes including the range of course offered
- 12) Alter the approach to delivery of programmes such as timetable, location, number of classes and methods and timings of assessments
- 13) Discontinue courses and programmes and merge or combine courses or programmes if such action is reasonably necessary in order to appropriately manage its resources, pursue its policy of continuous improvement, comply with changes in law or comply with the instructions of the University's regulators or professional body.
- 14) In the unlikely event that COL discontinues a course or programme of study or makes significant changes such that the overall learning aims and outcomes are fundamentally different, or a location change that adversely affects students, we will notify students at the earliest possible opportunity and seek to offer a suitable replacement. Communications will be via the available contact details provided on enrolment.
- 15) If students do not wish to accept a suitable replacement, they are entitled to withdraw their registration, withdraw from their programme and receive an appropriate refund of fees paid.

Educational Provision

COL shall use its reasonable endeavours to:

- 16) Deliver a student's course and/or programme with reasonable care and skill as far as possible, in accordance with the published material.
- 17) Clearly communicate the academic requirements of a course, studying for credit and registering for Certificate of Higher Education including requirements for progression.
- 18) Students must use all efforts to fulfil the academic requirements of your programme including attendance requirements for COL courses when studying for credit (please see Studying for Credit Guide part 2 Rules and Regulations for details <http://www.ed.ac.uk/studying/short-courses/access> Submission of assessments must be on time and in accordance with relevant policies, rules and regulations of the University.
- 19) In order to remain on a Certificate of Higher Education programme it will be expected that students will enrol to study a minimum of 30 credits per academic year. Students who may require a longer period of study than the 3 year norm may request this through their Personal Tutor in the first instance. The expected time to complete the programme is 3 academic years and Special Circumstances may allow this to be extended to a maximum of 5 academic years.

Complaints

- 20) If students have a complaint, they should follow the University's complaints procedure which can be found on the University's website. (<http://www.ed.ac.uk/university-secretary-group/complaint-handling-procedure/procedure>)

Liability

- 21) Whilst taking reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst engaged in University Business elsewhere, the University cannot accept responsibility, for loss or damage to student's personal property (including computers and mobile devices). Students are advised to insure property against theft and other risks
- 22) The University shall not be held responsible for any injury to students (financial or otherwise), or for any damage to student property, caused by another student, or by any person who is not an authorised representative or employee of the University.
- 23) The University shall not be liable for any obligations under the Contract if such failure is caused by any act or event beyond the reasonable control of the University, including acts of God, war, terrorism, industrial disputes (including disputes involving University's employees), fire, floods storms and national emergencies. The Centre for Open Learning will take all reasonable steps to minimise disruption to students' studies.

Termination

- 24) The Centre for Open Learning reserves the right to exclude students from the University if they are registered on a Certificate of Higher Education programme and wilfully and persistently neglect their academic responsibilities so that there is no reasonable possibility of progression to an award when available policy has been applied.
- 25) The Centre for Open Learning reserves the right to exclude you from the University for disciplinary offences, for non-matriculation, for non-payment of fees or for inadequate attendance or performance in line with programme requirements and relevant University policies and procedures

Data Protection

- 26) The University holds information about all applicants and all students at the University and may use this information:
- 27) To process student registration and to send students information about University events
- 28) To deliver students programme, to provide educational and support services to students, to monitor performance and attendance, for management activities and statistical analysis including monitoring of equal opportunities
- 29) Students should refer to the University's data protection policy for more information.
- 30) Data Protection Policy - <http://www.ed.ac.uk/records-management/data-protection/data-protection-policy>

General

- 31) The terms of the Contract shall only be enforceable by students and the Centre of Open Learning, University of Edinburgh
- 32) The Contract constitutes the entire agreement between students and the University in relation to its subject matter.
- 33) No failure or delay by the University or students to exercise any right or remedy provided under the Contract by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy
- 34) If any provision or part- provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal or unenforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

The courts in Edinburgh will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted.