



KEY FACTS

1 Introduction

This document is intended to provide you with some key facts about the relationship that you will have with us (Oaklands College) if you decide to accept our offer of a place for entry in our 2019/20 academic year. You should therefore read this document carefully before you accept our offer.

2 Joining our student community

The special ongoing nature of the relationship between you and us makes it impractical to set out the terms of the contract in their entirety in a single place. You can however find the main terms of your contract to study with us in the following places:

- Your **Offer Letter**
- **Key Facts** setting out the terms and condition of the offer
- **Student Fees Policy and Procedure**

Please bear in mind though that our course marketing materials are published a long time in advance of offers being made, to provide information to potential students as early as possible, so please check the website before accepting your offer. Despite our best efforts, there may still be an occasional inconsistency between something in our prospectus and something in your **Offer**, this **Key Facts** document and/or the **Student Fees Policy and Procedure**. If so, the correct version is what is contained in these last three documents.

3. Your education

Our goal is to ensure that you are taught, supervised, assessed and supported by staff who are appropriately qualified and experienced, taking into account your needs, the needs of other students and the nature of your course. We will use every reasonable effort to provide your educational and other related services in the manner and to the standards set out in our prospectuses, on our web site, and in our other published materials. We recognise that you expect to receive the educational service you are paying for. However, we cannot make an absolute commitment to provide our services at all times in this manner and to these standards because, for instance, there may be circumstances outside our reasonable control which have a detrimental effect on how we provide our services to you. These could include, by way of example, industrial action (including by members of our own staff), civil commotion, severe weather conditions, changes in the law and/or actions taken by a government or public authority, damage or destruction to our buildings or facilities, failures by our suppliers or sub-contractors, or interruption or failure of utility services. If circumstances such as these arise, we will use every reasonable effort to minimise any disruption to you.

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
Issue Date	March 2022	Review Date	March 2023
Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		

4. Changes to your course or modules

Although it is never something we do lightly, we may in certain circumstances make changes to the advertised content or structure or methods of delivery of your course or individual modules after you have accepted your offer, which may in certain cases include discontinuing a module. We cannot cover here every possible example of when we might decide to do so, but in normal circumstances it would only be for one or more of the following reasons:

- to reflect changes to the theory in an area of research or practices around the subject or its delivery
- to improve a course or a module (for example, to take account of feedback from students)
- to safeguard academic standards
- to comply with the requirements of an external professional, commissioning or accrediting body (for example, a requirement that certain course content be added, changed or removed or that a particular module is discontinued or included)
- to comply with legal, regulatory or governmental requirements
- where insufficient students have chosen an optional module making it unviable or where a member of staff whose expertise was required to run it is no longer available
- where the change results from other circumstances outside our reasonable control (for example, an external provider no longer being available to contribute to the course or a module)

If we decide to make a change before you have registered on the course for the first time, we will inform you as soon as reasonably practicable so that you can decide whether you still wish to study with us. If therefore you decide not to study with us, we will refund any tuition fees and/or deposit that you have paid in advance in respect of the course in question. For further details regarding our refund policy, please see our ***Student Fees Policy and Procedure***.

If we decide to make a change after you have registered, we will similarly inform you as soon as reasonably practicable, and we will also use every reasonable effort to minimise any adverse effect it may have on you. If in spite of our efforts, the change is likely to have a serious adverse effect on you (for example, by prejudicing your future choice of career), we will try to find you a suitable alternative course or module with us or (if you prefer) we will try to suggest a suitable alternative course with another education provider. If you change course or module in these circumstances (or simply withdraw from your course), any entitlement you may have to a refund in tuition fees you have already paid will be determined in accordance with our ***Student Fees Policy and Procedure***.

In the case of a material change to a course or module, we will also in appropriate circumstances try to consult with student representatives with a view to identifying options for, and minimising any adverse effect on, affected students.

Some optional modules may have capacity issues and therefore we may not be able to guarantee you a place on your first choice.

5. Discontinuing your course

Sometimes we can only run an advertised course if certain conditions are fulfilled – for example, that sufficient students accept offers to make the course financially viable to run. If we cancel your course before the start of your studies, we will inform you as soon as reasonably practicable and we will refund you any tuition fees or deposit you may have paid in advance. Where practical, we will also try

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
Issue Date	March 2022	Review Date	March 2023
Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		

to find you a suitable alternative course with us or offer you the opportunity to defer your entry to a subsequent intake.

In exceptional circumstances, we may have to merge or even discontinue your course once you have started your studies (and before you have completed them), for one or more of the following reasons:

- to comply with legal, regulatory or governmental requirements
- where accreditation or validation of the course is withdrawn
- in other circumstances outside our reasonable control which make it impossible or prohibitively impractical to continue the course

If we decide to merge or discontinue your course in these circumstances, we will inform you as soon as reasonably practicable and we will use every reasonable effort to minimise the impact it has on you. Where appropriate, we will try to find you a suitable alternative course with us or (if you prefer) we will try to suggest a suitable alternative course with another education provider. If you do transfer to another education provider in these circumstances, we will co-operate with your new provider in respect of any transfer of credit/ academic progress. We will pay any additional travel expenses incurred for the remainder of the programme.

If you do not transfer to an alternative course either with us or with another provider, we will keep a record of your credit/academic progress in case you return to higher education in the future. Any entitlement you may have to a refund in tuition fees you have already paid will be determined in accordance with our ***Student Fees Policy and Procedure***.

6. **Place of Study**

Each course advertised will indicate at which campuses the programme will be delivered. However, we reserve the right to switch its delivery to one of the other campuses.

7. **Registration**

Before beginning your course, you will need to formally register with Oaklands College. At this stage, you confirm your commitment to pay your tuition fees and any other course-related fees by the dates they are due. This is not however a new contract that you enter into with us; it is part of the same contract you entered into when you accepted our offer. You will also have to register at the start of each academic year of your course, but again this is not a new contract that you will be entering into with us each year; it forms part of the same overall contract with us.

8. **Fees**

You can find detailed information about your tuition fees, including how much they will be and when they are due, in the ***Student Fees Policy and Procedure***. This document is updated for each academic year and then applies in its updated form to all members of our community.

The ***Course Details*** outlined on the College website also contains information about any additional course-specific costs (see the section ***Course Additionality***) that you may have to pay (for example, for specialist equipment such as art supplies or laboratory overalls, or for contributions to field trips).

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
Issue Date	March 2022	Review Date	March 2023
Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		

10 **Data Protection**

We hold and process personal information about individual students including some sensitive personal information. Please take the time to read these pages, as it is important to us that you are comfortable about how we will use your personal information.

11 **Intellectual Property (“IP”)**

We value and respect the IP that our students create. Undergraduate students generally retain ownership of their own IP unless they agree otherwise (for example, in return for being given the opportunity to take part in a project sponsored by a commercial partner where the partner wishes to own the resulting IP).

12 **Complaints**

Our aim is to provide an excellent service to all our applicants and students. We recognise that occasionally things do go wrong and if, for whatever reason, you are unhappy with any aspect of our relationship with you, you can raise it with us either as a complaint or less formally.

If you are an applicant and wish to request a review of a decision on whether you satisfy the general principles of admission and the entry requirements of the course you have applied for, you should follow the **Complaints Procedure** located on our website at https://oaklandsacuk0.sharepoint.com/:w:/r/sites/Quality/_layouts/15/Doc.aspx?sourcedoc=%7B85FBD065-D8DA-4E69-91C6-F27ABACFBA93%7D&file=46%20Complaints%20Procedure.docx&action=default&mobileredirect=true

The procedure also describes the further steps that you might take if you remain dissatisfied with the outcome of the process. If you remain dissatisfied at the conclusion of our internal process, you can contact the Office of the Independent Adjudicator (OIA) whose details are available at www.oiahe.org.uk. The OIA offers a free independent scheme, which reviews student complaints against Higher Education providers. However, the OIA will normally expect students to have completed the entire internal process operated by their Higher Education provider before applying to the OIA for a review.

13 **Students’ Unions**

As a student with us, you will be entitled to be a member of the Oaklands College Students’ Union.

14 **Information you provide in your application**

It is very important that the information you provide as part of your application is totally accurate, to the best of your knowledge and belief. It is equally important that you do not withhold any information we have asked for which could be relevant to our decision on whether to offer you a place with us. If we become aware, either during your application or once you become a student, that you have provided information that is not accurate, or have not disclosed relevant information, we reserve the right (as applicable) to withdraw any offer we have made you, or not to allow you to register or to continue on your course. We also reserve the right both before and after you join us, to require you to produce originals of your qualifications/certificates for verification.

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
Issue Date	March 2022	Review Date	March 2023
Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		

15 Third party rights

Our contractual relationship with you is just between you and us. No other person shall have the right to enforce any of the terms of this contract

16 Changing this *Key Facts* document

We reserve the right to make changes to this *Key Facts* document, even after you have accepted an offer, for one or more of the following reasons: to comply with a change in the law or in government requirements or policy; to take account of a decision or ruling of a court or similar body; or to comply with any requirements, policies or guidance of a regulatory or similar body (such as the Higher Education Funding Council for England, the Quality Assurance Agency for Higher Education, or the Information Commissioner's Office). We will inform you of any changes to this *Key Facts* document as soon as reasonably practicable and we will use every reasonable effort to minimise any adverse effect that a change may have on you. Please note that this *Key Facts* document (except as described in Section 19) applies only to students commencing study with us in the academic year set out in Section 1; a different *Key Facts* document may apply to students commencing study in subsequent years.

17 Governing law

Our relationship with you is governed by English law and is subject to the non-exclusive jurisdiction of the English courts.

18 Changing your mind and your cancellation rights

If you accept an offer of a place with us, we naturally hope that you will remain with us until the end of your course. We appreciate however that there may be circumstances when you change your mind about studying with us after accepting an offer, or when you want to withdraw early from your course after you have joined us.

If you withdraw early from your course, your liability for unpaid tuition fees and/or your entitlement to a refund of paid fees generally depends upon the date when you withdraw in the relevant academic year. Full details of this can be found in the *Student Fees Procedure*.

In addition, you have a specific cancellation right which is given to you by law if you accept our offer of a place, as set out under sub-sections (a) and (b) below:

(a) Right to cancel

If for any reason you change your mind about joining us after you have accepted our offer (which is the point when your contract to study with us is formed), you have a legal right to cancel your contract for a period of 14 days starting on the day after you accepted our offer. To exercise this right to cancel, you must inform us of your decision to cancel by way of any clear statement (e.g. a letter sent by post or e-mail to contact.centre@oaklands.ac.uk To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
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Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		

(b) Effect of cancellation

If you cancel your contract in accordance with the previous sub-section, we will reimburse to you all payments received from you in respect of the cancelled contract. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed with us otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Ref	Policy 1	Postholder Responsible for Review	Director of Higher Education
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Issuing Authority	HE Committee	Primary Distribution	HE Committee
Version	1		