



HARROW INDEPENDENT COLLEGE
School of Mathematics, Science & Economics

Harrow Independent College

Terms & Conditions – Further Education (FE) and Higher Education (HE) Admissions (2023 entry)

*This document should be read in conjunction with the Student
Protection Plan and the Application Form for FE& HE Programs
and Courses.*

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1. INTRODUCTION

1.1 These terms and conditions represent an agreement between Harrow Independent College (HIC) and you, a prospective student. By accepting HIC offer of a place on a programme, you accept these terms and conditions in full, which form the contract between you and HIC in relation to your studies at HIC as amended from time to time pursuant to Clause 1.3 (the "Contract").

1.2 If you have any questions or concerns about these terms and conditions, please contact HIC office via an email at office@harrowindependentcollege.co.uk

1.3 Any amendments made by HIC to the Contract will be made available to you. In the event that 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 reasonably practicable. Please refer to Clause 10 for further detail.

1.4 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract including any professional bodies' terms and conditions (if applicable), these terms and conditions shall take precedence.

2. OFFERS

2.1 It is your responsibility to ensure that all of the information you provide to HIC is true and accurate.

2.2 If it is discovered that your application contains incorrect or fraudulent information, or significant information has been omitted from your application form, HIC may withdraw or amend your offer, or terminate your registration at HIC, according to the circumstances.

2.3 The offer HIC makes to you will be conditional or unconditional. If your offer is conditional, HIC will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. In particular your offer may be conditional upon you passing an Entrance Test and/or English language test.

2.4 If you have not fulfilled the conditions of your offer before the date notified to you in your Offer or any other date notified to you, HIC reserves the right to withdraw your offer or defer your application to the next year of entry.

2.5 You may be required, at the request of HIC, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to HIC satisfaction may result in the termination of your offer, the revocation of your registration as a student of HIC and termination of the Contract.

3. IMMIGRATION

3.1 If you are a national of a country outside the European Union, European Economic Area or Switzerland and subject to UK immigration control, you will need to demonstrate, at the point

of Matriculation (as defined in Clause 4.1 below), that you have a valid immigration status to undertake your proposed programme of study.

3.2 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at HIC. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by the law.

4. MATRICULATION AND THE SPONSIO ACADEMIA

4.1 Matriculation is the administrative act of becoming a student of HIC. It consists of three components:

(i) registration; (ii) confirmation of attendance; (iii) full admission and carries with it the obligation to abide by the rules of HIC , including the payment of tuition fees and other charges (“Matriculation”).

4.2 The Sponsio Academia is the oath, which was originally in Latin, taken by students matriculating into the college or a university. The Sponsio Academia at first matriculation is as follows: “I acknowledge that in all matters relating to the teaching and discipline of HIC I have willingly placed myself under the jurisdiction of the college, and I recognise that if, in the opinion of the college, my studies or my conduct are unsatisfactory, it has authority to forbid my continuance upon courses qualifying for a certificate or a diploma.”

4.3 After you have accepted your offer, you must matriculate at the commencement of your studies and agree to the Sponsio Academia. You can agree to the Sponsio Academia by accepting the offer as part of the registration process. Thereafter, your annual matriculation status will be dependent on your attendance on your programme being confirmed by HIC.

4.4 Failure to matriculate at the commencement of your studies or failure to have your attendance confirmed at the commencement of your subsequent years of study, in accordance with the timescales set out in HIC rules, regulations, policies and procedures, available on HIC website, will be deemed to be non-matriculation resulting in termination of the Contract and cancellation of your student record.

5. CONDITIONS OF ADMISSION

5.1 Your admission to HIC, attendance on a programme, and right to enjoy any of the privileges of membership of HIC, including access to services and facilities, is subject to you complying with the terms of the Contract and matriculating in accordance with Clause 4.

5.2 You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

6. DEPOSITS

6.1 In order to secure a place on your programme, you may be required to pay a deposit. If a deposit is required you will be advised, following receipt of your application, by a deposit message sent via an email or in your offer letter.

6.2 If you do not pay the deposit in accordance with the payment terms advised in your offer letter, your application shall be withdrawn without further notice.

6.3 Any deposit you pay will be offset against the balance of tuition fees owed to HIC.

7. FEES

7.1 Subject to Clause 7.2, each year's tuition fees are due in installments under HIC payment structure (you will be invoiced for each course as you study).

7.2 Fees are subject to revision (as applicable). In deciding upon increases in tuition fees HIC will take into consideration such factors as inflation, market competition, and other external factors out with HIC control. Fee status and consequently the level of fees you pay, is determined in accordance with the prevailing legislation. Changes to that legislation are out with HIC control.

7.3 You will not be deemed to have matriculated until your tuition fees have been paid (or your first installment paid if paying by installments), or satisfactory evidence produced that such fees will be paid by a sponsoring authority/person on receipt of HIC invoice. You will be personally liable to pay your tuition fees if a sponsoring authority/person fails to do so and you are an adult student.

7.4 If you are personally liable to pay all or part of your tuition fees, a payment structure and method is available to you. Further information is available on HIC website.

7.5 In the event that your tuition fees have not been paid in full by the relevant Final Payment Date or in accordance with HIC fee structure, HIC shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

7.6 HIC may pursue legal proceedings in relation to non-payment of tuition fees.

7.7 In accordance with HIC policy, a refund of tuition fees may be made if you withdraw from a programme (with a notice of 14 days before the start of the programme) with the approval of the relevant Senior Leadership Team member.

7.8 If you have any concerns regarding payment of fees or require further information about tuition fees (including the refund of tuition fees), please contact the office via email at office@harrowindependentcollege.co.uk

8. OTHER CHARGES

8.1 In addition, you may incur additional expenditure on items such as (but not limited to) registration fees, work placement, specialist materials, supplementary instrumental tuition and annual continuation fees.

8.2 Details of any additional significant expenditure that you may be required to incur can be obtained from the Administration Department at the college. In addition, small charges may be

made in some subjects for such items as course materials, and photocopying and laser printing; detailed information may be obtained from the college.

9. CANCELLATION RIGHTS

9.1 If you accept HIC offer by means of distance communication (i.e. there has been no face-to-face contact between HIC and you at the time you accept the offer) you have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your acceptance of HIC offer.

9.2 In order to cancel the Contract in accordance with Clause 9.1, you must notify HIC either orally or in writing within the timescales referred to in Clause 9.1 and you may give HIC notice of 14 days before the start of the programme.

9.3 If you have made any payment under the Contract prior to the date of cancellation of the Contract then HIC will provide you with a full refund as soon as reasonably possible but in any event within 30 days of HIC receiving your written notice of cancellation.

9.4 Notwithstanding the specific cancellations rights set out in clauses 9.1 and 9.3 and subject always to the terms of clause 7.7 you can cancel the Contract at any time during the course of your programme in consultation with HIC. Cancellation after commencement of your programme may result in loss of whole or part of your tuition fee in accordance with the terms of HIC policy.

10. EDUCATIONAL PROVISION

10.1 HIC shall use its reasonable endeavours to:-

- deliver your Programme with reasonable care and skill and as far as possible, in accordance with the description applied to it in the prospectus/ programme and course information;
- clearly explain the academic requirements of your programme to you.

10.2 You must use all efforts to fulfill all the academic requirements of your programme, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with the relevant policies, rules and regulations of HIC.

10.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, HIC may take disciplinary action against you under its Code of Student Conduct.

11. COMPLAINTS PROCEDURE

11.1 If you have a complaint about HIC, you should follow HIC complaints policy which can be found on HIC website. This procedure has been produced to help HIC resolve any complaints you may have as promptly, fairly and amicably as possible.

12. LIABILITY

12.1 Whilst HIC takes reasonable care to ensure the safety and security of its students whilst on HIC campus and/or whilst using HIC services, HIC cannot accept responsibility, and

expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

12.2 HIC shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of HIC.

12.3 HIC shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond HIC reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving HIC employees), fire, flood, storm and national emergencies ("Force Majeure Event"). If HIC is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

13. TERMINATION

13.1 HIC reserves the right to exclude you from HIC if you willfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of the programme. You should also note, as set out in clause 4.4, that non-matriculation will result in termination of the Contract and cancellation of your student record and, as set out in clause 5.2 that progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

13.2 HIC also reserves the right to exclude you from HIC for disciplinary offences, for non-matriculation, for non-payment of tuition fee debt, or for inadequate attendance or performance on your programme, in line with the relevant HIC policies and procedures.

14. DATA PROTECTION

14.1 HIC holds information about all applicants to HIC and all students at HIC . HIC uses the information from your application:-

- to process your application, to collect feedback and to send you information about HIC and its events, such as open days; and
- if your application is successful HIC will also use the information it holds about you to deliver your Programme, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems

14.2 HIC may disclose student information to third parties as set out in the guidance on the disclosure of student information available via HIC website. We will inform you regarding use or disclosure of your information for any other purposes.

14.3 You should refer to HIC data protection policy for more information. This is accessible via HIC website: <https://www.harrowindependentcollege.com/about/our-policies/>

or email at office@harrowindependentcollege.co.uk

15. GENERAL

15.1 The terms of the Contract shall only be enforceable by you and HIC.

15.2 The Contract constitutes the entire agreement between you and HIC in relation to its subject matter.

15.3 No failure or delay by HIC or you to exercise any right or remedy provided under the Contract or 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.

15.4 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 and enforceable. 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.

15.5 The courts in Harrow 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 in accordance with the laws.

16. SPECIAL EDUCATIONAL NEEDS AND DISABILITY (SEND)

It's the duty of the student and parents to notify the college of any SEND of the student before completion of enrolment. Valid proof from an educational psychologist, private doctor, or government hospital issued in the last year would be required as evidence. Suppose the student is studying under the care of the local authority. In that case, it is the duty of the parent/guardian to provide the last Education, Health and Care plan (EHCP) issued by the local authority. The Special Educational Needs Coordinator (SENCo) at the college will analyse the SE Needs of the child and may need to interview him/her if required. The SENCo would decide if there is an additional need for an assessment to be done either before or after the student's enrolment. Any evaluation done internally by the college will require parents to pay for them over and above the course fee.

The results of the SEN Assessment will be shared with the Exam Board to obtain the required AA and exam facilities for the student. The college would have limited control over the process. Suppose there is a conflict between the exam facilities and Access Arrangements (AA) that parents/guardians expect and what HIC can provide with the approval of the exam board. In that case, parents will be requested to provide an additional explanation with medical evidence to appeal further. Any sole room/practical assistance/scribe and extra time up to more than 50% may involve payment of additional charges by parents and guardians.

Once the Exam Board has approved an AA for the student, it will become a normal way of working for the studies during college hours.

17. SAFEGUARDING, CHILD PROTECTION AND BULLYING

Harrow Independent College (HIC) is fully committed to its responsibilities for safeguarding and child protection. We recognise that all staff members have an active role in protecting our students from harm. We believe that our college should provide a positive, safe and stimulating environment that promotes the individual students' social, physical and moral development and one in which students feel secure, are encouraged to talk and are listened to.

HIC is committed to safeguarding children and has created a culture of vigilance in the college, ensuring that, in all cases, we work in the best interests of the students in our care. All staff members are responsible for providing a safe environment for children to learn. Our policy applies to all staff members, adults, governors and volunteers working in the college.

The college always encourages an open and friendly culture. However, concerns like bullying, cyberbullying and child-on-child abuse are handled with utmost care and priority. Pupils are expected to always behave well with their peers and all other college community members. Please refer to our Anti-Bullying, Discipline and Academic Misconduct policy. The college recognises bullying as being a form of child-on-child abuse. It can be emotionally abusive and cause severe and adverse effects on children's emotional development. Therefore, all pupils must adhere to our behaviour and anti-bullying policy. We follow a zero-tolerance policy to deal with bullying, whether reported inside or outside the college premises. The college takes assistance from external agencies and local authorities to deal with issues concerning complaints about bullying. We consider bullying a severe offence that can have serious repercussions, including the expulsion of such students from the college.

18. STUDENT CODE OF CONDUCT

Students are expected to behave as responsible members of the college community and abide by a simple Code of Conduct. Parents and students are expected to support the college in the implementation of the code.

Students are expected:

- to always show respect and consideration.
- to respect the college environment.
- to behave in a reasonable manner both in and out of college.
- to take responsibility for their own actions.
- to respect the rights of the college community.

Students must specifically agree to:

Safety

- Keep themselves safe and not behave in a way which may threaten the safety of others.
- Respect and take care of the college environment and its surroundings.

Values

- Be respectful and helpful to everybody at college.

- Be tolerant of others irrespective of their race, gender, sexuality, disability, age or religion.
- Listen to others and respect their opinions.

Behaviour

- Behave sensibly in and around the college and on their journey to and from college.
- Follow instructions given to them by all members of staff.
- Take responsibility for their behaviour and actions.
- Resolve any problems in a non-confrontational manner.

Attendance

- Attend college regularly and be on time both to the college and lessons.

College work

- Be ready to learn and take part in the college activities.
- Do all of their classwork and homework to the best of their abilities.

Bullying

All reported incidents of bullying are dealt with promptly by staff in an attempt to eliminate it altogether. If your child appears to be distressed by the actions of other children, please let us know. Where a child persists in bullying or indulges in serious misconduct more formal disciplinary procedures may be introduced. These can also result in exclusion.

Exclusion

We use the following sanctions prior to any exclusion. These include:

- I. extra work being set for breaktimes and lunchtimes;
- II. detention of various lengths;
- III. students being placed on report and given verbal warnings;
- IV. written warnings from senior staff;
- V. notification of behaviour to parents/carers;
- VI. isolation;
- VII. Exclusion (15 days after reaching phase 5 and permanent exclusion on phase 6) as per the discipline and academic misconduct policy.

When the behaviour of a child attracts exclusion, parents/carers have clear responsibilities. For exclusions up to and including five days, a student is required to be supervised directly by his/her parents or carers. An unsupervised child found in a public place in this period leaves parents/carers liable accountable to respond to the college senior staff on any proceedings. When a child is excluded permanently, the college will inform the local authority and home office.

19. ADDITIONAL SUBJECTS DEEMED TO BE MANDATORY AS DECIDED BY THE SENIOR MEMBER OF STAFF

As an educational institution, it is our prime responsibility to cater to all educational needs whether explicitly being informed by their parents/guardians or being identified during the enrolment /interviewing process. The Senior Leadership Team will ensure that all needs to provide a holistic approach to education are being fulfilled by the creation of a specialised curriculum plan. For pupils having English Language as a secondary language in their home country would require additional coaching/tutoring. Similarly, pupils with below average mathematical and numeracy skills will require additional support in boosting their fundamentals and basics in Mathematics. Such needs will be identified during the enrolment process and subjects identified would be included in the curriculum plan. Our college takes Personal, Social, Health and Economic Education as a compulsory piece of education to all pupils on roll irrespective of age and hence PSHE, PE and Relationship and Sex Education (RSE) becomes integral part of our curriculum planning.

We invite parents of all pupils on roll intake part in creation and implementation planning of our RSE Curriculum. Parents and guardians are consulted, and their feedback is considered while making any amendments in our RSE Statement. A copy of RSE Statement is available on our website. Parents and guardians will be invited to provide their consent (No Objection) before the RSE lessons are being delivered for their child(ren).

RSE POLICY

As an independent school we must provide RSE to all pupils as per section 34 of the Children and Social work act 2017. In teaching RSE, we must regard guidance issued by the secretary of state as outlined in section 403 of the Education Act 1996.

RSE is about the emotional, social and cultural development of pupils, and involves learning about relationships, sexual health, sexuality, healthy lifestyles, diversity and personal identity. RSE involves a combination of sharing information and exploring issues and values. RSE is not about the promotion of sexual activity.

RSE is taught within the PSHE curriculum in dedicated lessons, assemblies, and tutor time. Biological aspects of RSE are taught within the Science curriculum. RSE focuses on giving young people the information they need to help them develop healthy, nurturing relationships of all kinds including:

- Families
- Respectful relationships, including friendships
- Online and media
- Being safe
- Intimate and sexual relationships, including sexual health

These areas of learning are taught within the context of family life taking care to ensure that there is no stigmatisation of children based on their home circumstances (families can include single parent families, LGBT parents, families headed by grandparents, adoptive parents, foster parents/carers amongst other structures) along with reflecting sensitively that some children may have a different structure of support around them (for example looked after children or young carers)

Parents have the right to withdraw their children from the non-statutory components of sex education within RSE up to and until 3 terms before the child turns 16 After this point, if the child wishes to receive sex education rather than being withdrawn, the school will arrange this.

Requests for withdrawal should be put in writing using the form found in Appendix 1 of this policy and addressed to the headteacher. A copy of withdrawal requests will be placed in the pupil's educational record The headteacher will discuss the request with parents and take appropriate action. Alternative work will be given to pupils who are withdrawn from sex education.

Appendix 1: Parent form: Withdrawal from Sex Education within RSE

TO BE COMPLETED BY PARENTS			
Full Name of child:		Year Group:	
Full Name of Parent/Guardian (cross appropriately):		Date:	
If you have chosen to withdraw your child - have you discussed this with your child? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Reason for withdrawing from sex education within relationships and sex education			
Any other information you would like the school to consider			
Parent signature:			

To: Harrow Independent College

Admissions Team

Harrow,

HA2 9AH

I hereby give notice that I cancel my contract with HIC for a place on the following Programme:

Accepted on: [Date] Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student

Date: