



# THE INSITUTE OF HEALTH AND SOCIAL CARE STUDIES

Terms and Conditions

January 2022

## SUMMARY

These terms and conditions contain important information concerning your agreement with The Institute of Health and Social Care Studies (IHSCS) and you should take time to read them before accepting a place at The IHSCS.

Please contact The IHSCS for clarification if there is anything in these terms that you do not understand.

The terms below set out the basis upon which The IHSCS will provide your programme, and the obligations which you have both as an applicant and as a student. These terms and conditions create obligations that are legally binding both on you and on The IHSCS. If you accept an offer to study at The IHSCS, these terms and conditions will form your agreement with us. Some courses may have additional Terms and Conditions if they attract additional funding in the form of a bursary or a salaried trainee position.

## 1 Definitions

In these terms:

“The IHSCS”, “we”, “us” and “our” refers to The IHSCS.

“You” and “your” refers to you the student or applicant..

## 2 Legal framework

The IHSCS operates within a framework of laws which can apply to it in certain circumstances, for example:

2.1 The Terrorism and Crime (Bailiwick of Guernsey) Law 2002, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism.

2.2 The Data Protection (Bailiwick of Guernsey) Law 2017 and any accompanying or subsequent data protection legislation that is in force, which set out the lawful bases and principles according to which individuals’ personal data may be processed.

2.3 The Education Guernsey Law 1970, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of The IHSCS and for visiting speakers.

2.5 Upcoming equality legislation, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.

2.6 The Human Rights (Bailiwick of Guernsey) Law 2000, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.

These legal duties can change if the law changes. These terms and conditions are subject to those laws and any changes to these or other laws that the States of Guernsey brings into effect.

## 3 Enrolment

It is a requirement whenever you enrol for your programme that you comply with The IHSCS enrolment procedures, which are explained on our website. These include requirements to supply specified identity documents, and also to confirm your agreement to these terms.

## 4 The IHSCS regulations, policies and procedures

By agreeing to these terms and conditions, you are also agreeing to comply with The IHSCS student regulations, policies and procedures as published from time to time. Section 6 below explains how The IHSCS may update its regulations, policies and procedures during your studies.

The key IHSCS policies are as below and as published on our website.

- Admissions Policy
- Equality and Diversity Policy
- Complaints and Appeals Procedure
- Data Protection Policy

- Disciplinary Procedures
- Charges and Fees Policy
- Bursary terms and conditions
- Safeguarding Policy
- Other relevant regulations as published on our website

## 5 Updates and changes to The IHSCS regulations, policies and procedures

During your agreement with The IHSCS, we may update and replace our regulations, policies and procedures from time to time in order to ensure that The IHSCS operates efficiently for students and meets relevant legal and regulatory obligations.

Changes to The IHSCS regulations, policies and procedures will be appropriately notified to students. Such changes will not affect the content of your programme but might consist of matters such as updates to The IHSCS disciplinary regulations and policies or changes to procedures owing to changes to regulatory requirements.

The updated regulations, policies and procedures will be made available on The IHSCS website and may be publicised by other means so that students are made aware of any changes.

## 6 Tuition fees and deposits

Where applicable, if your tuition fees are not paid when they are due, this can result in you being suspended, not being allowed to enrol, not being allowed to graduate, or having your registration terminated. The full provisions explaining this are set out in the regulations and policies (see paragraph 5.4 above).

Please also note that the regulations and policies also provide that interest may be charged on unpaid fees, and that debt collection fees may be recovered from you, and also that an administration fee of £25 may be charged in respect of dishonoured cheques.

The amount and payment dates of your tuition fees is set out in our fees and charges policy as in force and updated from time to time.

For new students, the level of the fees in the first year of your study at The HSCS will be set out on our website and in your offer letter. Many programmes last several years, and it is very likely that tuition fees will increase annually, reflecting the changes in costs of delivering your programme and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew The IHSCS facilities (for example, buildings, IT and library facilities) and inflation. The IHSCS therefore reserves the right to increase tuition fees annually to recognise these changes, however will seek to maintain fees within stated amounts the full duration of your programme.

In any event, unless the increase is required to comply with legislation or regulatory requirements, a fee increase for current students shall not exceed a 5% (five percent) increase on the previous academic year's tuition fee for the programme in question.

## 7 Other costs

You are responsible for your own living expenses, travel and accommodation costs. You will also be required to fund the need for a device to potentially access study online with, WiFi access and on the rare occasion a text book/additional uniform.

## 8 Changes to programmes or closure of programmes

The IHSCS will only make changes to programmes, or close programmes after the acceptance of an offer, in the limited circumstances set out below. Examples of “changes” include changes to the content or structure of a programme, or to the location or method of teaching or assessment, or to the type of award.

Where changes or programme closures are proposed or have to be made for the reasons outlined above, The IHSCS will take all reasonable steps to minimise disruption to students.

The IHSCS may also decide to close a programme before an applicant has accepted an offer from The IHSCS, in which case it will withdraw the offer promptly. Again, such a decision would only be made exceptionally, but The IHSCS might decide to do this for example where there has been insufficient interest in the programme, which will adversely impact the student experience, or where a key member of staff leaves and The IHSCS considers it unlikely to be able to replace that individual in time.

## 9 Safeguarding

The IHSCS is mindful of its duties under the Children (Guernsey and Alderney) Law 2008. The IHSCS expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

The IHSCS Safeguarding Policy explains in more detail how such matters should be approached, available on our website.

## 10 Criminal offences whilst you are enrolled at The IHSCS

Students must disclose to The IHSCS if they are convicted of “relevant criminal offences” at any time whilst they remain a student at The IHSCS. Details of what amounts to a “relevant criminal offence” differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Further details of The IHSCS policy on such disclosure is set out on our website.

The IHSCS may withdraw an offer, refuse to admit you or may withdraw you from your programme for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by The IHSCS) that your offer, studies or research activity require ie criminal records/Disclosure and Barring Service.

## 11 Visas

If you require a work permit to study in Guernsey, it is your responsibility to ensure that you have the correct work permit throughout your programme. You must comply with any conditions that apply to your permit, including attendance, and our requirements for monitoring attendance. The IHSCS may be obliged to report this to the relevant authorities in order to comply with The IHSCS own duties

under immigration law. If you believe such a decision is incorrect, you may invoke the complaints procedure.

## 12 Ownership of Intellectual Property

The ownership of intellectual property rights is subject to the IHSCS Policy for Intellectual Property as may be published from time to time.

## 13 Cancellation rights and withdrawal

You have the right to cancel your acceptance of a place at The IHSCS for any reason (including if you change your mind) during a fourteen day cancellation period (the “Cancellation Period”), which will start on the day you accept an offer from The IHSCS.

To cancel your acceptance, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired.

If you withdraw from your programme after the Cancellation Period has expired, we will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees as determined by the IHSCS acting reasonably.

## 14 Personal data, students’ rights and obligations

The IHSCS Student Data Collection Notice on our website explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that, the notice also explains certain rights that you have in respect of your personal data.

Students who are involved in dealing with other peoples’ personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of the Data Protection Law (which contains requirements about security of personal data, and how such data is used and shared).

The IHSCS Data Protection Policy is available on our website and/or on request.

## 15 Limitation of our liability to you

15.1 Nothing in these terms and conditions will limit or exclude The IHSCS liability:

15.1.1 for death or personal injury arising from our own negligence; or

15.1.2 for fraud or fraudulent misrepresentation; or

15.1.4 in respect of any other liabilities which may not be lawfully excluded or restricted.

15.2 The IHSCS shall not be liable and expressly excludes liability for:

15.2.1 damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;

15.2.3 indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

15.3 Subject as above our liability to you with respect to the provision of your programme, the cancellation, postponement, or amendment of the programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees and any additional costs paid by you in respect of the programme.

## 16 Liability for acts outside our control

The IHSCS will do all that it reasonably can to provide educational services as described on our website and in the prospectus or other documents issued by The IHSCS to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, however, some events outside our control may mean that we are not able to provide such educational services.

We shall not be liable to you for any failure in the delivery of the programme arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of The IHSCS to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. We would normally expect such events to be short term, and we will take steps to minimise any disruption to your programme.

## 17 Governing law and jurisdiction

These terms and conditions are governed by and construed in accordance with the Law of Guernsey. The Royal Court of Guernsey has exclusive jurisdiction to deal with any dispute arising out of or in connection with them.