



---

## TERMS & CONDITIONS

---

**Date Approved:** 19 November 2025

**Version:** 2026/27

**Date of Next Review:** September 2026

## CONTENTS

1. INTRODUCTION .....	2
2. APPLICATIONS.....	4
3. IMMIGRATION .....	6
4. CONDITIONS OF ADMISSION .....	8
5. FEES AND PAYMENT .....	9
6. PROVISION OF ADVERTISED PROGRAMMES AND SERVICES .....	11
7. LIABILITY .....	12
8. CANCELLATION OF OFFER AND REFUND POLICY.....	13
9. INTELLECTUAL PROPERTY.....	15
10. TERMINATION OF CONTRACT.....	15
11. REQUIREMENTS ON TERMINATION OF THIS CONTRACT .....	16
12. DATA PROTECTION .....	17
13. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT .....	17
14. APPEALS AND COMPLAINTS.....	18
15. GENERAL.....	18
Appendix 1 .....	20
Change Log / Document Control – Revision History.....	21
Communication.....	21
Communication Plan.....	21
Document Development .....	21
Approval Dates .....	21
Document History .....	22

## 1. INTRODUCTION

- 1.1 The terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions); (ii) your offer letter from South West College; and (iii) the online prospectus as at the date of the offer, form the contract between you and the College in relation to your studies.
- 1.2 The term “student” encompasses all categories of full time and part time learners studying at South West College whether as a Trainee, Apprentice, Further Education student, Higher Education student or Entitlement Framework student. The term “programme” refers to any single course or to a programme of study which comprises of a number of courses.
- 1.3 Following your offer, and on enrolment, you agree to comply with the contract including South West College regulations, policies, and procedures. Such policies are available in the ‘Policies, Reports and Strategies’ section of the college website via <https://swc.ac.uk/about/corporate/policies-reports-strategies>, including, but not limited to the following:
  - Higher Education Admissions, Admission Appeals and RPL Policy
  - The College’s Academic Regulations, including the Higher Education Assessment Policy, Submission of Coursework Policy, Extenuating Circumstances Policy, and the Academic Regulations for the Awarding Bodies connected with your programme.
  - Attendance Policy
  - Fees & Charges Policy (to include the Refund Policy)
  - Acceptable Use Policy
  - Health and Safety and Wellbeing Policy
  - Student Disciplinary Policy
  - Student Charter
  - SWC Code of Conduct
  - Anti-Bullying Policy for Students
  - Fitness to Practice Policy
  - Higher Education Academic Assessment Appeals Policy & Procedure

- Data Protection Policy
- Safeguarding, Care & Welfare Policy
- Customer Complaints and Compliments Policy and Procedure
- Programme Handbook (general and specific to each programme)

- 1.4 Your acceptance of these Terms and Conditions (and the terms of the contract) will be confirmed when you register and enrol annually with the College. These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or reflect changes in legal, regulatory, or technical requirements and advancements. As part of our standard quality assurance processes, we review our policies within an agreed review schedule and therefore there may also be changes year on year. If these amendments occur after you have registered, you will be notified of any significant changes.
- 1.5 If your programme is affiliated with a professional association or third-party provider, there may be a requirement for you to accept the terms and conditions of said parties. Details of these requirements will be outlined where appropriate within the College literature (online or printed). Furthermore, additional information will be provided by your programme tutors in relation to such connections with professional bodies or third party organisations. By agreeing to the terms and conditions of this contract, you thereby agree to abide by any relevant professional body's terms and conditions.
- 1.6 Students who are not enrolled on their programme are not entitled to attend classes, participate in assessments for any modules, or utilise any aspect of College premises or facilities (be this campus-based or online).
- 1.7 If you do not act in accordance with the contract, or if you do not meet our expectations as defined within the Student Charter, the Student Disciplinary Policy, or outlined in other policies and procedures in section 1.2, we may take disciplinary action against you. One of the possible outcomes of such an action is that your contract with us may be terminated and you may be removed from your programme.

- 1.8 If you fail to attend scheduled classes connected with your programme, the College reserves the right to review your academic progress and consult with the Awarding Body. Should persistent non-attendance continue, the College reserves the right to consider withdrawing you from your programme, in line with the provisions of the Attendance Policy and Procedure.
- 1.9 As outlined in more detail in the Safeguarding, Care & Welfare Policy, the College has statutory duties and obligations to safeguard its students, which may include sharing information or undertaking specific actions if something is disclosed to the college that affects these statutory responsibilities.
- 1.10 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the contract (including any professional body's terms and conditions (if applicable), these terms and conditions shall take precedence.
- 1.11 If you have any questions or concerns about these terms and conditions or the contract, please contact [marketing@swc.ac.uk](mailto:marketing@swc.ac.uk).

## **2. APPLICATIONS**

- 2.1 All applications to undertake study will be as defined by the College's Admissions Policy and the policies and procedures of the awarding bodies.
- 2.2 It is your responsibility to ensure that all of the information you provide in respect of an application or enrolment to the College is true and accurate. It remains your responsibility to ensure the College is kept informed of any changes to personal details, addresses and contact information which will be stored in line with GDPR requirements.
- 2.3 The College is committed to providing an inclusive learning community and to provide equal opportunities for all regardless of religious belief, political opinion, racial group, age, marital status or sexual orientation, men and women generally, persons with a disability and persons without, persons with dependents and

persons without.

- 2.4 The College seeks to comply with Equality legislation specifically the Specialist Educational Needs and Disability (Northern Ireland) Order 2005 and Section 75 of the Northern Ireland Act 1998. The College is fully committed to supporting students to achieve their potential and making reasonable adjustments to support students with disabilities, as far as it is practicable while maintaining the academic standard required for a chosen programme. To support this, it is your responsibility to notify the College of any additional physical, mental, emotional or other support need you may have and provide relevant and up to date documentary evidence of any additional learning support need. For more information, please contact the Student Engagement Office at the Campus you wish to apply to.
- 2.5 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the College may withdraw or amend your offer or terminate your registration at the College and with Awarding Bodies, according to the circumstances.
- 2.6 The offer the College makes to you will be conditional. The College will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme of study.
- 2.7 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, the College reserves the right to withdraw your offer. For students applying through UCAS, this will be in line with UCAS' required periods for students to respond to offers.
- 2.8 You may be required, at the request of the College, to provide evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the College's satisfaction may result in the termination of your offer and contract. You will be entitled to a refund in accordance with the College's Refund Policy.
- 2.9 As part of the admission process, and depending on the requirement of your

programme, you may be invited to an admission interview during the application and enrolment period. The purpose of this is to provide academic staff with the opportunity to ensure you have met the minimum entry requirements of specific programmes and to ensure there is a reasonable expectation that you will be successful on your chosen programme. If you require any reasonable adjustments to be made as part of the admissions or interview process, please inform us via the Student Service Office in your chosen campus.

- 2.10 You may be required, at the request of the College, to undergo Initial Assessments during the enrolment and induction period. The purpose is to assist academic staff in supporting your learning. These will be notified to you by the College and relevant support will be provided, where required.

### **3. IMMIGRATION**

- 3.1 If you are an international applicant, you will need to demonstrate, at the point of application, the relevant criteria in support of a successful Confirmation of Acceptance for Studies (CAS), in-line with UKVI policies and procedures. This will include verified proof of academic equivalency for entry to a programme; ability to demonstrate financial support for the schedule of your entire qualification; along with sufficient demonstration or certification of English language proficiency. This is in line with the College's Admissions Policy. Should this not be demonstrated, any verbal, written or implied offer from the College may be revoked without liability.
- 3.2 If you are an international applicant, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the College reserves the right to withdraw you from your programme (without liability to you).
- 3.3 You must take responsibility for ensuring that you comply with the terms of your student visa and regulations as defined or amended by the UKVI whilst studying at the College.

- 3.4 The College is required to withdraw sponsorship of your student visa if you do not comply with Home Office/UKVI rules, including but not limited to:
  - 3.4.1 your overall attendance is not deemed to be acceptable;
  - 3.4.2 your registration has been terminated, or you withdraw or commence a break in study;
  - 3.4.3 you successfully complete your programme of study in a shorter period than originally planned.
- 3.5 If you choose to withdraw from your studies or if your registration is terminated by the College, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
- 3.6 If your visa is revoked for any reason, the College will terminate your registration on your programme and terminate the contract with you and you will not be entitled to a refund of any deposit or programme fees already paid.
- 3.7 On occasion, the College will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, and signing a Consent document, you consent to the College contacting the Home Office on your behalf and the Home Office releasing such information to the College.
- 3.8 On occasion, the College will be contacted by the Home Office or UKVI regarding the management and overseeing of records, in relation to students attending programmes sponsored by the College under the licence to sponsor migrant students. By accepting these terms and conditions of study you consent to the College discussing, if requested, individual records relating to residents from outside of the European Union, in order to maintain compliance of the orders of the Home Office and UKVI.



## 4. CONDITIONS OF ADMISSION

- 4.1 Your admission to the College, attendance on a programme, and right to enjoy any of the privileges of membership of the College, including access to services and facilities, and any additional facilities provided by or supported by the Awarding Bodies, is subject to you complying with the terms of the contract and registering with the College.
- 4.2 You must fulfil the academic requirements of your programme in accordance with the terms of the contract, including submission of programme work and assignments in line with the Assessment, Submission of Coursework and Extenuating Circumstances Policies, attendance at examinations and attendance at lectures, seminars, and any other such teaching sessions, provided by the College and partner universities in line with the Attendance Policy, where applicable.
- 4.3 Students registered on a programme of study that requires them to undertake practical training in a professional role in relation to patients, pupils, students, children, clients, or service-users, or where the end qualification provides a direct license to practice or is a requirement for a license to practice, are subject to the scope of the Fitness to Practice Policy.
- 4.4 If you do not act in accordance with the contract, or any of the documents referred to in it, the College may take disciplinary action against you under the College's Student Disciplinary Policy.
- 4.5 Applicants with a criminal record must complete the Criminal Convictions process as detailed in the Policy and Procedure for the Declaration and handling of Criminal History Disclosures. The Policy contains the 'South West College Criminal Records Disclosure Form' which applicants should complete, providing specific details of the offence. This form will be shared with the Designated Safeguarding Lead for review. The offence will be reviewed against risk assessment criteria to identify whether it is possible for you to undertake your chosen programme of study. This will be considered both in light of the specific requirements of your programme of study including the requirements of any professional, statutory, or regulatory bodies, but

also in light of the potential risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk assessment process will be communicated to you clearly and in writing. For some programmes disclosure of spent convictions may also be required, as specified by the Policy. The College has established a confidential disclosure process to safeguard the applicant and the information disclosed.

- 4.6 If you commit an offence whilst you are an enrolled student, this will need to be declared. You will need to follow the Policy and Procedure for the Declaration and handling of Criminal History Disclosures and you should complete the 'South West College Criminal Records Disclosure Form', providing specific details of the offence. This form will be shared with the Designated Safeguarding Lead for review. The offence will be reviewed against risk assessment criteria to identify whether it is possible for you to continue on your programme of study. This will be considered both in light of the specific requirements of your programme of study including the requirements of any professional, statutory, or regulatory bodies, but also in light of the potential risk to others on campus, in particular the potential risk to children and vulnerable adults who study at the college. The outcome of this risk assessment process will be communicated to you clearly and in writing.
- 4.7 As part of the Admissions process, you will be requested to provide evidence of your identity, which should be photographic and may include providing a copy of your birth certificate.

## **5. FEES AND PAYMENT**

- 5.1 By accepting an offer to study at the College, you are confirming that you accept your responsibility to ensure your programme tuition fees are paid in accordance with the published Fees & Charges Policy, as applicable. You also agree to be bound by the College's regulations on the payment of fees, refunds, and financial liability of students in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time.

- 5.2 In the event that your programme fees have not been paid in full by their due date, the College shall be entitled, but not bound to, refuse to permit you to continue on your programme of study, in accordance with the College's Fees and Charges Policy.
- 5.3 In cases where a third party is responsible for payment of your fees you should ensure that the third party completes the relevant form in the Fees and Charges Policy and submits payment before the commencement of your programme. In the event that the third party fails to make payment, you will be personally liable for the full tuition fees or outstanding payments.
- 5.4 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), core textbooks, uniform/sports kit, specialist materials, visit fees, examination retake fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees and application fees. Information about specific costs related to each programme of study can be found in the 'Additional Information' section of the programme listing on the website. You shall have primary responsibility for payment and ensuring appropriate provision is in place to successfully complete your programme. Students with outstanding tuition fees will not be permitted to graduate.
- 5.5 In the event that a student needs to repeat tuition and/or assessments, these will incur additional fees, as outlined in the Fees and Charges Policy.
- 5.6 If you are required to undertake repeat tuition and/or assessments as a result of a Board of Examiners' decision, you will be liable for any additional costs associated as outlined in the Fees and Charges Policy.
- 5.7 The College may pursue legal proceedings against you if you have outstanding fees. In addition, if you are in debt to the College (whether for tuition or other fees) you will be recorded as a debtor of the College in any references requested from the College. The College also reserves the right to pursue full payment of any debts owed, including relevant administration or other costs associated. Refer to SWC Credit Control and Debt Management Policy

- 5.8 If you have any concerns regarding payment of fees or require further information about programme fees, please contact the Student Engagement and Support Team at your nearest campus.

## **6. PROVISION OF ADVERTISED PROGRAMMES AND SERVICES**

- 6.1 The College will use reasonable endeavours to deliver programmes in accordance with the descriptions set out in the programme offer. However:

6.1.1 due to the period between the publication of programme information online, Prospectus publication and registration, circumstances may change due to factors beyond the College's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the Prospectus. These may include, but are not limited to, if Awarding Organisations or Professional, Statutory, or Regulatory Bodies update a specification, make changes to the requirements to achieve a particular programme, or require alternative content to be covered in order for students to achieve the qualification, or, for example, if funding bodies vary the criteria required for a programme to receive public or Student Loans Company funding. The College will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the contract or your programme (as described in your offer and/or prospectus) before you register at the College, the College shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the contract and withdraw from the programme without any liability to the College for programme fees (even if the cancellation period referenced below has expired) or transfer to such other programme (if any) as may be offered by the College for which you are qualified;

6.1.2 if there are not sufficient enrolments to make a programme viable, the College may be forced to cancel the programme. If you have received an offer for a programme which the College discontinues prior to you registering at the College, the College will notify you as soon as possible prior to the start date

of the programme and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified or advise accordingly on alternative provision. If the College is unable to provide a suitable replacement programme, you, or the College, may cancel and withdraw from the programme without any liability for programme fees (even if the cancellation referenced below has expired);

6.1.3 following suitable consultation with students, the College reserves the right to vary minor elements of your programme in line with the awarding body regulations, in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are proposing to make a significant change to your programme (such as, without limitation, the removal of a module), we will consult with you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module.

6.2 If you choose to cancel the contract (and withdraw from your programme) in accordance with this section 6, the College will use reasonable endeavours to assist you in finding an alternative comparable programme.

## **7. LIABILITY**

7.1 If the College fails to comply with these terms and conditions, the College is responsible for loss or damage you suffer that is a foreseeable result of the College breaking this contract or the College failing to use reasonable care and skill to mitigate or respond appropriately to a scenario. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the College and you knew it might happen.

7.2 For more information about the College's obligations surrounding data protection and personal data, please refer to the Data Protection Policy

- 7.3 The College does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the College's negligence or the negligence of the College's employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 7.4 The College is not liable for business losses and will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.5 If an act, event or omission beyond the reasonable control of the College (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible for the College to provide relevant education services, then the College is under no obligation to provide such services, however, reasonable steps will be taken to minimise the disruption to those services in line with College's Business Continuity and Disaster Recovery Plan.
- 7.6 The College will not accept liability for the loss or damage of your personal property or any injury to you caused by another of our students or by a person who is not our employee or authorised representative.

## **8. CANCELLATION OF OFFER AND REFUND POLICY**

- 8.1 The contract between you and the College will commence from the date on which:
- (i) You accept your offer of a place upon a programme, or
  - (ii) Where it is possible to enrol directly onto a programme, the date you enrol.
- 8.2 If you have not formally accepted your offer of a place by the agreed start date for the programme, your acceptance of a place will be established by your commencement on that programme.
- 8.3 You have the right to cancel this contract within 14 days without giving any reason, although in order to assist the College with future planning we may ask why you chose to end the contract. Refer to the Fees and Charges Policy which includes the Refund Policy for further information.

- 8.4 Students may cancel or transfer within 14 days of enrolment on the programme and receive a full refund of payments made or the difference in payment due, if transferring to another course.
- 8.5 To exercise your right to cancel, you may inform the College of your decision to cancel the contract by completing the cancellation form at Appendix 1 and submitting to the Student Services Department at the campus at which you have applied to study.
- 8.6 Students should also contact Student Finance Company and withdraw their application for funding (if applicable).
- 8.7 Subject to Clause 7, if you cancel your contract in accordance with this Clause 8, the College will reimburse to you all payments received from you. The College will make the reimbursement in line with the College's Refund Policy. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. Refunds will be issued within six weeks.
- 8.8 You are entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). However, any withdrawal following the expiry of the cancellation period (including after enrolment) will be subject to the terms and conditions as set out in the Fees and Charges Policy. Students in receipt of a Student Loan may be required to repay their loan under the Terms and Conditions of the Student Loans Company.
- 8.9 If you cancel your contract following expiry of the cancellation period, the College's Fees and Charges Policy clearly defines any financial obligation or refund that would be appropriated to you.

## **9. INTELLECTUAL PROPERTY**

- 9.1 Generally, you shall own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments. However, by accepting these terms and conditions you affirm the right of the College, with agreement from you, to utilise any intellectual property produced by you in the promotion of the College, with due recognition of your work. Notwithstanding all intellectual property rights will also be a matter for consideration with awarding bodies or University partners of the College.

## **10. TERMINATION OF CONTRACT**

- 10.1 Your rights and obligations under the contract will end automatically, subject to your rights of internal appeal and your obligation to pay fees, if your studies with the College are terminated because:
- 10.1.1 A request from the College for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the College;
  - 10.1.2 You have failed to enrol with the College and/or pay outstanding tuition fees in accordance with the College's Fees and Charges Policy;
  - 10.1.3 The College has evidence, information, or reason to believe that having appropriately followed the Attendance Policy and Procedure and / or the Fitness to Practice Policy you are still not engaging appropriately with your studies, or that you may have left the programme without appropriately following the Student Disciplinary Policy.
  - 10.1.4 Action has been taken against you in accordance with the College's Policy and Procedure for the Student Disciplinary Policy.
  - 10.1.5 Action has been taken against you following the decision of a Board of Examiners or Award Board.



10.1.6 Matters of significant academic misconduct have been confirmed and upheld, with a recommendation of withdrawal from the programme.

10.2 In addition, the College may end the contract by written notice (letter or email) to you in the following circumstances:

10.2.1 If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme, for example, but not limited to, you have applied to undertake a programme which requires you to undertake a certain number of hours of professional placement (e.g. industrial practice) but you are no longer working in the sector and no longer have access to appropriate placement opportunity, or you are banned from the College site owing to poor behaviour;

10.2.2 If the College becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the College, makes it inappropriate for you to study on your programme; or

10.2.3 If, in the reasonable opinion of the College, you have failed to provide the College with all relevant information, or have supplied false or misleading information, relating to your application for your programme. We will retain your personal data in line with our Data Retention Policy.

## **11. REQUIREMENTS ON TERMINATION OF THIS CONTRACT**

11.1 Following the rights of internal appeal, if at any time the contract terminates:

11.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled); and

11.1.2 You shall be required to stop studying on your programme and to leave the College immediately (if, at the date of termination, you have enrolled);

11.1.3 You must return your Student Identification Card issued to you on enrolment, together with all property owned by the College; and

11.1.4 You must pay all outstanding fees, charges, and debts immediately.

11.2 Any action taken by the College under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The College will not be liable for any loss or damage which you may suffer as a result.

## **12. DATA PROTECTION**

12.1 The College is responsible for ensuring that Personal Data is properly safeguarded and processed in accordance with the United Kingdom General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018 (collectively referred to in this document as Data Protection Legislation), as set out in the College's Data Protection Policy.

## **13. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT**

13.1 The College normally sends communications via email to the student's College email account. Email communications may also be sent to the student's preferred or nominated email account. Hardcopy correspondence will be sent to the student's 'home' or main residence address as recorded on the College's student records system.

13.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated, that your College e-mail account is regularly monitored, and that your nominated or preferred e-mail account is regularly monitored.

13.3 The College will not over-turn decisions because of a claim of missed communications, where it can be shown that the College undertook all reasonable efforts to contact students through the student's College email account, nominated

or preferred email account, and/or through communications sent to the home or main residence.

- 13.4 The College will not be held responsible for any missed or missing communications sent directly to students by 3rd party organisations – such as Awarding Bodies or Partner Universities.

## **14. APPEALS AND COMPLAINTS**

- 14.1 Complainants should refer to the College's Customer Complaints and Compliments Policy and Procedure and follow the directions described. This procedure has been produced to help the College resolve any complaints you may have as promptly, fairly and amicably as possible.
- 14.2 If, having followed the Complaints procedure to completion, you remain dissatisfied, you have the right to raise the matter with the awarding body associated with your programme (where applicable) or the Northern Ireland Public Services Ombudsman's Office (NIPSO).

## **15. GENERAL**

- 15.1 The terms of the contract shall only be enforceable by you and the College.
- 15.2 The contract constitutes the entire agreement between you and the College in relation to its subject matter.
- 15.3 No failure or delay by the College 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 under this contract. However, you should be aware that some associated policies and procedures (for example, the Academic Appeals Procedure) or access to some external routes of appeal (such as to partner universities) may be subject to

time limitations, and delay may mean access to potential remedy is lost.

- 15.4 Any dispute or claim arising out of, or in relation to these Terms and your contract with the College will be governed by and interpreted in accordance with the laws of Northern Ireland.
- 15.5 If this document is required in an alternative format, please contact the College's Marketing Department via [marketing@swc.ac.uk](mailto:marketing@swc.ac.uk).

## Appendix 1

### HIGHER EDUCATION PROGRAMME OFFER CANCELLATION FORM

(To be completed by applicant / student):

Please complete form and send to:

EMAIL or:

ADDRESS

I hereby give notice that I wish to cancel my contract with the College as follows:

<b>Applicant name</b>	
<b>Applicant address</b>	
<b>Applicant reference number/ID</b>	
<b>Programme name</b>	
<b>Programme code</b>	
<b>Reason for cancellation</b>	

Applicant/Student signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Change Log / Document Control – Revision History

Location	Change from deletion/addition	Change to

## Communication

Communication requirements	
Who needs to know (for action)	All SWC staff
Who needs to be aware	All prospective students. All SWC staff.

## Communication Plan

Action	By Whom	By When
Upload to Gateway and website	Nicola Nugent	On approval
Circulation to all staff	Nicola Nugent	On approval

## Document Development

Details of staff who were involved in the development of this policy:

Name - Owner	Role
Sharon McGrath	Director of Corporate Services
Carol Anne Deeny	Head of College Planning, Development and Support
Padraig McNamee	Curriculum Director
Julie Kelly	Higher Education Coordinator
Sharon Pritchard	Student Engagement and Support Manager

## Approval Dates

Approved by	Date
Governing Body	19 November 2025

## Document History

Issue no. under review	Date of review:	Persons involved in review	Changes made after review? Yes/No If Yes refer to change log	New Issue No.	If changes made was consultation required?	If changes made was Equality Screening required?
Issue 24/25	April 2025	Sharon McGrath Carol Anne Deeny Padraig McNamee Julie Kelly Sharon Pritchard	Yes	2025/26		
2025/26	October 2025	Padraig McNamee	No	2026/27		