

# South West College Terms and Conditions 2024–25

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This document sets out:

1. The Terms and Conditions for access and use of the website “swc.ac.uk” and any of South West College’s social media channels collectively referred to in this document as “the Websites”; and
  2. The Terms and Conditions under which an applicant to South West College (SWC), referred to in this document as “the College”, may be offered a place or enrolls onto a College course or programme of study.
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## Use of the Websites

### 1. Introduction

The Websites belong to South West College whose administrative address is: 2 Mountjoy Road, Omagh, Co. Tyrone BT79 7AH.

By using our Websites, you are indicating your agreement to be bound by these Terms and Conditions, which take effect from the date of first use.

### 2. Accuracy of Information

The College makes every effort to ensure that the information contained on the Websites is given in good faith and is accurate and up-to-date. However, the College cannot, and does not, guarantee that the information is error-free and may amend or change information without prior notice. Users of the Websites should not, therefore, rely solely on the content of the Websites when making decisions relating to their choice of course or programme of study.

### 3. Copyright

Websites materials are either owned by the College or that the College has permission to use. These materials include, but are not limited to: design, layout, appearance, and graphics. All rights are reserved by the College.

The College grants permission to view, download, and store the materials on the Websites only for personal and research use. Redistribution or republication of the material is prohibited without prior written consent. Copying and use of the College logo is not permitted without prior permission. Requests for the use of any College copyrighted materials which can be requested by contacting the Marketing Manager at [marketing@swc.ac.uk](mailto:marketing@swc.ac.uk). If

approved the requester must receive written consent and authorisation from the Marketing Manager prior to using the copyrighted materials.

#### **4. Links**

The Websites may contain links to other websites for which the College accepts no responsibility or liability for their content. Use of such websites is at your own risk.

#### **5. Acceptable Conduct and Monitoring**

Users must not upload defamatory, offensive, or inappropriate content or distribute malware. The College reserves the right to monitor the Website and remove inappropriate content.

#### **6. Personal Data**

As a Data Controller, the College processes personal data in compliance with UK GDPR and the Data Protection Act 2018. The College's Privacy Statement and Data Protection Policy can be accessed [here](#).

#### **7. Accessibility**

The College is committed to accessibility. The Accessibility Statement for the Website can be accessed [here](#).

#### **8. Changes to Terms**

The College reserves the right to change any of the Terms at any time. Users are encouraged to review the Terms regularly to ensure awareness of any amendments.

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## **Terms and Conditions for Applicants and Students**

### **1. Introduction and Disclaimer**

By accepting an offer and/or enrolling, you enter a contract with the College and agree to comply with the Terms. These Terms provide information about the College's policies and procedures.

### **2. Applying to the College**

Applicants must be completed online through the College's portal. Assistance is available from the admissions service at all campuses if required.

### **3. The Offer of a Place**

Conditional offers require applicants to meet specified conditions by the deadline provided. Misleading information may result in withdrawal of the offer.

### **4. Fitness to Practice**

The College reserves the right to withhold admission if there are concerns about an applicant's ability to meet professional standards for specific courses.

## **5. Enrolment at the College**

Enrolment confirms your agreement to abide by College policies, including:

- Attendance Policy
- Positive Student Behaviour Policy
- Code of Conduct
- Acceptable Use Policy
- Anti-Bullying Policy for Students

## **6. Criminal History Disclosure**

Applicants with a criminal record must complete the Criminal Records Disclosure Form. Failure to disclose may result in withdrawal from the course.

## **7. Immigration and Visa Requirements**

Applicants must provide valid immigration status documentation, where applicable.

## **8. Fees**

Course Fees are subject to potential increases each year. The College provide updated course fees annually with payments due at enrolment, payment options may be available dependent on the specific course. Refunds are not normally issued, except in circumstances where the course has been cancelled.

## **9. Changes to Programmes**

Changes to advertised programmes will only occur when essential and will be communicated promptly.

## **10. Equality of Opportunity and Disability Support**

The College is committed to inclusivity and complies with relevant equality legislation. Support is available for students with disabilities who provide timely disclosure and evidence.

## **11. Quality and Delivery of Provision**

Courses will be delivered with reasonable care and skill. In extraordinary circumstances (e.g., pandemics, emergencies), the College may make reasonable adjustments, including remote delivery.

## **12. Data Protection**

The College collects and processes personal data in line with UK GDPR and the Data Protection Act 2018. Contact the Data Protection Officer at [gdpr@swc.ac.uk](mailto:gdpr@swc.ac.uk) for enquiries.

### **13. Health and Safety**

All students agree to comply with health and safety policies. Non-compliance may result in disciplinary action.

### **14. Liability**

The College is not liable for loss or damage to personal property or injury caused by others.

### **15. The Right to Cancel**

If a student has accepted a Course offer or their enrolment has been processed, they have a 14-day cooling off period for cancellation of the contract, from the date the offer was accepted or enrolment completed. After the 14-day cooling off period has passed, cancellations must align with the Fees and Charges Policy.

### **16. Critical Incidents (e.g., COVID-19)**

The College will make adjustments to ensure service continuity in the event of critical incidents, including remote delivery or timetable changes.

### **17. Changes to Terms and Conditions**

The College reserves the right to amend Terms and Conditions. Significant changes will be communicated through official channels.

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This document is accurate as of the academic year 2024–25. For enquiries or feedback regarding these Terms, contact [marketing@swc.ac.uk](mailto:marketing@swc.ac.uk).