



Berkshire College of Agriculture

# TERMS & CONDITIONS

For Higher Education Students

**2020/2021**

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## 1. Introduction

- 1.1. This document governs the relationship between you and the Berkshire College of Agriculture (“the College”), and sets out the contract terms between us (“the Terms and Conditions”).
- 1.2. The College address is Hall Place, Burchetts Green Rd, Burchett's Green, Maidenhead SL6 6QR.
- 1.3. These Terms and Conditions apply following your acceptance of an offer of a place at the College.
- 1.4. During your time studying at the College, you may choose to live in College accommodation. Should accommodation be available, the terms concerning that accommodation will be set out in a separate agreement between you and the College.
- 1.5. You also agree to observe the College HE Student Regulations in accordance with clause 4 of these Terms and Conditions.

## 2. Offers and Enrolment

- 2.1. You may accept the offer of a place made by the College by following the steps outlined in your offer letter. You must do this by the date given to you by UCAS or, if you are not applying through UCAS, by the date set out in your offer letter.
- 2.2. On acceptance of an offer and subject to compliance with any conditions set out in the offer, you will be entitled to enrol with the College for the academic year set out in the offer. You must enrol with the College in accordance with the instructions that will be provided to you following your acceptance of a place; you must complete your enrolment no later than 14 days after the commencement of the Academic year. If you do not do so, you will not be registered with the College and these Terms and Conditions will terminate.
- 2.3. On enrolment you will become a Student Member of the College.
- 2.4. You may not be permitted to register with the College if:
  - 2.4.1. you do not provide identification documents in person to the College and/or you do not have the correct visa documentation;
  - 2.4.2. you provide incorrect or misleading information in a document relating to the application or in any other document;
  - 2.4.3. you do not have the right to study in the United Kingdom;
  - 2.4.4. you have a criminal conviction that would not permit you to register ;
  - 2.4.5. you do not have Disclosure and Barring Service clearance, where this is required for your Course;
  - 2.4.6. you do not pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees by ;
  - 2.4.7. you have an unpaid and outstanding debt to the College; or
  - 2.4.8. you do not meet the conditions set out in your offer letter.

- 2.5. You must enrol for each subsequent academic year for the duration of your Course no later than 14 days after the start of the autumn term. You will be entitled to enrol for subsequent years provided that:
- 2.5.1. you have paid the Tuition Fees due to date;
  - 2.5.2. you have not been withdrawn from the College;
  - 2.5.3. you have not been convicted of a criminal offence that, had it existed at the time of your application or first enrolment you would not have been permitted to register;
  - 2.5.4. you have met the relevant progression requirements for the previous years of your Course; and
  - 2.5.5. you are not suspended.

### **3. Cancellation**

- 3.1. Under these Terms and Conditions you have the right to cancel your place within 14 days after the day on which you accepted the offer of a place at the College via UCAS. You do not have to give us a reason for the cancellation.
- 3.2. To cancel within 14 days you should follow the instructions provided to you by UCAS. You should also advise the College HE Registrar of your cancellation by email to HE@bca.ac.uk, but you do not have to do so.
- 3.3. If your Course commences within the 14 day period referred to in 3.1 above, you no longer have the right to cancel and must terminate the Terms and Conditions in accordance with clause 10 below.
- 3.4. If you or anyone on your behalf has made a payment to us and you subsequently cancel under these Terms and Conditions, we will reimburse such payment to the person who has made payment.
- 3.5. You may terminate this contract after the expiry of the 14 day period referred to above, but you must do so in accordance with clause 10 of these Terms and Conditions.

### **4. Student Regulations**

- 4.1. You agree that you will observe any Student Regulations in place during the duration of your studies.
- 4.2. “Student Regulations” are policies and procedures pertaining to students as published by the college and its validating partners
- 4.3. Student Regulations contain important information about the expectations that the College has of you as a student and the relevant procedures and processes to be followed. These include the standards of behaviour expected (including how the College deals with academic misconduct), engagement with your studies and attendance at College, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your Course and to graduate, and how your Course (assignments and examinations) will be assessed. The Student Regulations set out how you can raise complaints and

concerns to the College, including how to challenge examination results and your degree classification.

- 4.4. The College reserves the right to make reasonable changes to the Student Regulations. In addition to the reasons set out in clause 11.3, the reasons for such changes include but are not limited to ensuring that the Student Regulations are fit for purpose, to incorporate sector guidance or good practice and to incorporate student feedback. These changes will normally come into effect at the start of an academic year. If you have any concerns about the rationale or effect of any change to the Student Regulations, please contact the HE Registrar.

## 5. Your Course

- 5.1. Following your enrolment, the College will, subject to these Terms and Conditions, provide you with a place on the Course set out in your offer letter.
- 5.2. The College will make every reasonable effort to deliver your Course as described online and/or in the course handbook for the academic year.
- 5.3. Your offer of a place to study at the College is based on the latest key information which may be found on relevant course page of our website. This includes the core modules for the course and may include an indication of likely optional modules. Information set out in the College website is accurate at the date of publication. However, changes to courses, modules, College services and the content of the prospectus may be necessary, for example, to meet the requirements of a validating or accrediting body, or to keep courses contemporary by updating practices and/or /areas of study. Changes to courses or modules may also be needed because of circumstances outside the reasonable control of the College, such as a key member of staff leaving the College or being unable to teach (where the course or module is reliant on that person's expertise) or where the minimum or maximum number of students needed to ensure a good educational or student experience has not been met or has been exceeded. Other circumstances outside the reasonable control of the College include unexpected lack of funding, industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a course unsafe to deliver. If changes to your course are made after you have accepted your offer, the College will endeavour to give you early notification of those changes and minimise their impact by offering suitable alternative arrangements, helping you find an alternative course or providing compensation where it believes there is a fair case to do so
- 5.4. The College will provide you with tuition and other teaching and learning support associated with your Course with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.
- 5.5. In order to help ensure the highest standard and quality of provision for its students, the College enters into agreements with other academic institutions (partner Universities) for the Validation of the Courses delivered at the College. The Terms and Conditions of the relevant Validating Body (partner University) may also apply; therefore, and you will be advised accordingly.

- 5.6. The College will assess students and hold examinations in accordance with the relevant College Regulations and those of the relevant Validating Body (partner University).
- 5.7. Provided that you have registered for and pursued your Course, paid the Tuition Fees, fulfilled the criteria for qualification set out in the Course specification for your Course and the Student Regulations and otherwise complied with the Student Regulations, the relevant Validating Body (partner University) will confer on you the award to which you are entitled.

## **6. Fees**

- 6.1. The College charges tuition fees for its Courses (“the Tuition Fees”). The amount of your Tuition Fee is set out in your offer letter.
- 6.2. It is the Student's responsibility to ensure that the Tuition Fees, Facilities Fee Accommodation Fee (where applicable) and any other fees relating to your Course are paid in each Academic Year of the Course. All Fees should be paid at enrolment at the beginning of the Academic Year in order to complete registration onto the Course and/or to have access to accommodation. (An 'Academic Year' is defined as the yearly period of the Course, the dates of which are as notified to the Student by the College).
- 6.3. If you do not pay the Tuition Fees in accordance with clause 6.2 above, the College reserves the right to withhold your results and to not permit you to graduate.
- 6.4. There may be additional costs relating to your Course (“Additional Costs”) which you agree to pay to the College or to a relevant third party. Additional Costs may include field trips, and museum visits, compulsory texts, materials, specialist clothing and printing costs that exceed printing costs covered by the facilities fee.

## **7. Our obligations to you**

- 7.1. The College will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:
  - 7.1.1. Suitable learning resources, including online learning resources;
  - 7.1.2. IT infrastructure, including a College email account;
  - 7.1.3. Pastoral support; and
  - 7.1.4. Transition and Progression advice and support.
- 7.2. During your Course or as part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be provided to you as appropriate.
- 7.3. The College will have in place appropriate regulations and policies, including Student Regulations, to govern your Course and your time as a student of the College, which it will make available to you and operate fairly and reasonably.

## 8. Your obligations to the College

- 8.1. You understand that following enrolment you are a student member of the College community and agree that as such you will behave respectfully to all other members of our community.
- 8.2. You agree that you will familiarise yourself with and adhere to Student Regulations and any other regulations and policies that are brought to your attention.
- 8.3. You agree that you will participate reasonably in College procedures, including those contained within the Student Regulations and, if a sanction is awarded against you, including but not limited to a fine, you will comply with it.
- 8.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with the College because of extenuating circumstances.
- 8.5. You will use your College email account and/or the virtual learning environment for your course for all communications with the College. You understand that the College will use your College email account to formally communicate with you following enrolment (unless the College agrees otherwise). As such it is the College's expectation that you will check your College email account daily and you agree to do so at least once a week.
- 8.6. You will take reasonable care of the health and safety of yourself and others within the College community and will co-operate with the College in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the College.
- 8.7. You agree that you will disclose details of any criminal conviction received during your time at the College that, had it existed at the time of your application or first enrolment, would have meant you were not permitted to register with the College.
- 8.8. You agree that you will provide the College with valid, up-to-date contact information and inform the College promptly of any changes. You will also, where applicable, inform the College immediately of any changes to your immigration status.

## 9. Complaints

- 9.1. The College HE Student Complaints Policy sets out how complaints may be made.
- 9.2. As an applicant to the College you may, if appropriate, raise an appeal or complaint about the manner in which your application has been processed. In the first instance, please contact the HE Registrar: [HE@bca.ac.uk](mailto:HE@bca.ac.uk).
- 9.3. Following enrolment, you may raise a complaint about your Course or any other aspect of the College's service in accordance with procedure outlined in the HE Student Complaints Policy.
- 9.4. If your complaint cannot be resolved in the manner set out in clauses 9.2 and 9.3 above, it may be possible to apply for an external review of the complaint by the

Office of the Independent Adjudicator for Higher Education (OIA), which may be found at: <http://www.oiahe.org.uk>.

## 10. Termination and Refund of Fees

- 10.1. You may withdraw from the College and terminate your enrolment under these Terms and Conditions at any time.
  - 10.1.1. You have the right to withdraw within 14 days of enrolment without giving any reason.
  - 10.1.2. If you cancel the enrolment contract in the 14 day period and have paid fees under the contract, the College will refund those fees.
  - 10.1.3. If you wish to cancel after the 14 days have elapsed you must send a completed Withdrawal Form or otherwise communicate your cancellation request to the HE Registrar by email.
  - 10.1.4. If you are studying on course delivered in partnership with the University of Reading (UoR), you must also complete the UoR Notice of Intention to Withdraw available from the UoR Essentials website and deliver to your Programme Leader for submission to UoR. Notice takes effect on receipt. You must make it clear you are cancelling your contract.
  - 10.1.5. If you are studying on a course validated by the Royal Agricultural University, the College Registrar will advise the RAU of your withdrawal.
- 10.2. The College may withdraw your offer or terminate your enrolment under these Terms and Conditions and withdraw you from the College if:
  - 10.2.1. You do not pay the Tuition Fees;
  - 10.2.2. You have failed to meet the conditions of the offer made to you;
  - 10.2.3. You have provided false, incomplete, inaccurate or misleading information in your application to the College or at any other time;
  - 10.2.4. You do not complete your enrolment with the College at the beginning of each year of your Course;
  - 10.2.5. A decision is made that you may not continue as a student of the College in accordance with the procedures detailed in the Student Regulations;
  - 10.2.6. You no longer have permission to study in the United Kingdom;
  - 10.2.7. You fail to meet the College's progression or award requirements;
  - 10.2.8. You are unable to fulfil any requirement of your Course including obtaining and/ or maintaining membership of specified organisations;
  - 10.2.9. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
  - 10.2.10. You materially breach these Terms and Conditions.
- 10.3. You understand that the College may monitor your attendance at the College.
- 10.4. On termination of your enrolment in accordance with clause 10.1 or 10.2 you will be liable for the Tuition Fees for the academic year in accordance with Table 1 below. If



you have already paid more of your Tuition Fees than required, the College will reimburse the proportion of the Tuition Fees to the organisation or person who has made the payment in accordance with Table 1 below.

*Table 1: Termination of Fees on Termination of Enrolment*

Termination date:	Proportion of Annual Tuition Fee for which student is liable:	Proportion of Annual Tuition Fee to be refunded:
During 14 day cooling off period (Term 1)	<b>0%</b>	<b>100%</b>
After 14 day cooling off period (Term 1 )	<b>25%</b>	<b>75%</b>
From Day 1 of 2 <sup>nd</sup> Term	<b>50%</b>	<b>50%</b>
From Day 1 of 3 <sup>rd</sup> Term	<b>100%</b>	<b>0%</b>

- 10.5. On termination of your enrolment you are required to pay any outstanding Tuition Fees immediately, along with any other debt owed to the College.
- 10.6. On termination of your enrolment you are required to return to the College your BCA Student ID Card and all other College property.

## **12. Refund and compensation**

- 12.1. The schedule for refund and compensation outlined within Section 12 of this document applies in the highly unlikely event that the college is no longer able to preserve continuation of study and is also incorporated into the HE Course Closures and Changes Policy.
- 12.2. Refunds will be made where it is necessary to close a class due to numbers at enrolment falling below the viable number. Should this action prove necessary, the College will aim to contact all enrolled students at least 3 working days before the course is due to start.
- 12.3. Refund of course fees in respect of a cancelled course are issued directly to self-funding students. In the case of student loans, the College will inform the student loan company that the student will not be attending a programme.
- 12.4. Refunds will not be made for any personal 'kit' or materials which are to be retained by the student.
- 12.5. Financial compensation may be considered in exceptional circumstances, for example, where the College has made such changes to a programme of study that attendance for all or part of the programme by an individual is made impossible. This may include; 'loss of opportunity', for example, failure to complete a placement or to seek paid employment where this arises from an act or omission by the College or expenses incurred/money/lost as a result of any College/course failings or closure.

- 12.6. When considering whether financial compensation is appropriate, the College will take into account the following:
- 12.6.1. Any reasonable steps which have or have not been taken by the student and/or the College to minimise financial loss
  - 12.6.2. Whether the student has unreasonably refused or rejected an option that was available
  - 12.6.3. Whether the delays in resolving a matter may have been partly caused by the student
  - 12.6.4. In all cases, the College requires the student to provide evidence of actual financial loss.

### **13. Changes under these Terms and Conditions**

- 13.1. Should you wish to:
- 13.1.1. change to a different Course;
  - 13.1.2. defer your first enrolment for one year;
  - 13.1.3. intermit (suspend) your studies;
- you must, under these Terms and Conditions, contact the HE Registrar and, following discussion with you, the relevant Programme Manager(s), the Director of Higher Education and the relevant partner university, you will be advised whether the requested change is possible.
- 13.2. No changes requested by you will be binding on you or the College unless they are agreed in writing by the College.
- 13.3. Should you wish to change to a different course offered by another university or college it is your responsibility to determine whether a place is available for you and any associated conditions that may apply to you being eligible for that place prior to advising your Programme Manager(s). Your programme manager will then liaise with the Director of Higher Education and the relevant partner university to determine whether the requested change is possible.
- 13.4. If you cannot take up the place offered to you for your first year of study, you may request a deferral for one year providing you have met the conditions of the offer. Please send an email to the HE Registrar stating the reasons for your deferral request. BCA/RAU will consider your request and, if agreed, your UCAS record will be updated accordingly.
- 13.5. As course fees may be subject to increase year on year, there may be financial implications should you elect to defer entry or intermit your studies to the extent that you do not re-commence within the current academic year.
- 13.6. Should you decide, during an agreed period of intermission of studies, that you have no intention of returning to continue your programme of study in the future, or that you wish to re-take the full year of study from which your intermission was granted, you will be required to complete a Withdrawal Form or otherwise communicate your cancellation request to the HE Registrar by email in accordance with clause 10.1 and you will be liable for the Tuition Fees for the academic year on which you originally

enrolled in accordance with the table shown in clause 10.4. Should you re-enrol for a future academic year to re-take a full year of study, the fees for the full year will apply.

- 13.7. The College will not discontinue your Course following your enrolment on it, but it may make changes to your Course, these Terms and Conditions or its other obligations to you, either before or after you have enrolled with the College. These changes will be communicated to you in writing, as far in advance of any change as reasonably possible, and the College will take all reasonable steps to mitigate any negative impact on you as a result of these changes.
- 13.8. Reasons for making changes include, but are not limited to:
- 13.9. updates to reflect best practice and academic developments for the benefit of students;
  - 13.10. enhancement of the Course and your experience of it;
  - 13.11. changes to the requirements of external or accrediting bodies;
  - 13.12. staff changes within the College; or
  - 13.13. changes to the law.
- 13.14. If you elect to defer entry or intermit your studies please note that the course and/or its modules, course requirements and College services and facilities as currently described in the prospectus or on our website may change for your chosen year of entry/resumption of study. Please keep referring to the Higher Education pages, specifically the relevant course page of the College where up to date information will be published as soon as it is available.
- 13.15. Exceptionally this may involve the discontinuation of your Course and in such circumstances the College will use its reasonable endeavours to arrange for you to complete your Course, either at the College or with an alternative provider.
- 13.16. The rationale for any such changes affecting module and/or course availability are detailed in clause 5.3 above,
- 13.17. If you do not agree to the College making a change, you may raise a complaint in accordance with clause 9. You may also decide to withdraw from your Course, in which case you must give notice in writing in accordance with clause 10.

## **14. Suspension by the College**

- 14.1. The College may suspend your enrolment in accordance with the Student Regulations. Suspension by the College will be:
- 14.1.1. To enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the College, you cannot attend the College whilst the investigation is carried out;
  - 14.1.2. A sanction following the procedures set out in the Student Regulations; or
  - 14.1.3. Because in the reasonable opinion of the College, it will be detrimental to the health, safety or welfare of you or others for you to attend the College.

- 14.2. You have the right to appeal a suspension in accordance with the Student Regulations.

## 15. Limits on the College's liability to you

- 15.1. This clause sets out and limits the legal liability of the College or its officers, employees or agents to you. The College is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.
- 15.2. Nothing in this clause limits liability arising from:
- 15.2.1. Death or personal injury caused by the negligence of the College or its officers, employees or agents; or
  - 15.2.2. Fraud or fraudulent misrepresentation.
- 15.3. The College and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:
- 15.3.1. Damage to, theft and/or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of the College or its officers, employees or agents;
  - 15.3.2. Non-return of work submitted for assessment;
  - 15.3.3. Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the Student Regulations or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
  - 15.3.4. Death or personal injury that is not caused by the negligence of the College or its officers, employees or agents;
  - 15.3.5. Changes to the law that require a change of these Terms and Conditions; and
  - 15.3.6. Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 15.3.7. Except for those circumstances described in clause 13.2, any liability of the College in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that the College receives from its insurers in respect of that particular loss.
- 15.3.8. Further, the College will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the College's control which could not have been foreseen or prevented even if the College had taken reasonable care.
- 15.3.9. Matters outside the College's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or

pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the College will use all reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change part or all of your Course and its obligations set out in these Terms and Conditions.

## **16. Data Protection**

- 16.1. The College will collect, hold and process data relating to you (“personal data”) in order to meet its obligations to you under these Terms and Conditions and for the purposes stated in its Data Protection Policy
- 16.2. By accepting an offer of a place at the College, you agree to the College processing your personal data for the purposes described above, and in accordance with the Data Protection Act 1998 and the EU General Data Protection Regulation (GDPR) 2018.
- 16.3. The College may disclose appropriate personal data, including sensitive personal data, to third parties, where there is legitimate need or obligation, during or after your period of study. This includes but is not limited to the disclosure of relevant and appropriate information from time to time to the Higher Education Statistics Agency (HESA) or replacement bodies (HESA Collection Notices may be viewed at <https://www.hesa.ac.uk/about/regulation/data-protection/notices>); external organisations associated with the provision of your Course; external organisation associated with the provision to you of College services (such as IT or resource providers); government bodies; sponsors and those requesting references. Any such disclosures of your personal data will be carried out in accordance with the Data Protection Act 1998 and the EU General Data Protection Regulation (GDPR) 2018.
- 16.4. The College Data Protection Policy sets out guidance for College staff, students and others who process personal data on behalf of the College to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies).

## **17. Intellectual Property**

- 17.1. In these Terms and Conditions “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, performers’ property rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- 17.2. All Intellectual Property Rights developed by you during the course of your studies at the College shall remain your property (“Student IP”), subject to the below exceptions, and/ or unless otherwise agreed with you:
- 17.2.1. you are working on a project or otherwise funded by a third party and the terms of the contract and/or grant between the College and the third party require the assignment of Intellectual Property Rights;
  - 17.2.2. Intellectual Property Rights are generated as a result of working in collaboration with other students or College staff;
  - 17.2.3. a member of College staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the College;
  - 17.2.4. you have received significant financial support or material contribution from the College (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
  - 17.2.5. you are undertaking a wholly or partly sponsored project or placement;
  - 17.2.6. your module has as a primary or substantial purpose the creation of Intellectual Property Rights; or
  - 17.2.7. other exceptional circumstances such as being offered the opportunity to take part in a College sponsored event.
- 17.3. In the circumstances set out in 15.2 above, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between you and the College will be required. You will be required to complete a written assignment agreement and abide by the terms and procedures set out in the College’s Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.
- 17.4. You agree to grant the College a continuing, royalty free, irrevocable, transferable and non-exclusive worldwide licence to use your Student IP, including the right to sub-licence, for the purposes of teaching, research, internal administration and other non-commercial use.
- 17.5. Where the College makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.
- 17.6. The provisions of this clause and any related agreement governing the ownership and exploitation of your Student IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of these Terms and Conditions.

## **18. Other important terms**

- 18.1. These Terms and Conditions are personal to you and you may not transfer them or your rights under these them to anyone else.
- 18.2. These Terms and Conditions are between you and the College and no-one else has any rights under them.

- 18.3. Each of the paragraphs of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.
- 18.4. Failure or delay by you or the College to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the College from taking steps to enforce that provision.
- 18.5. Notices:
- 18.5.1. Any notice given under these Terms and Conditions will be in writing.
  - 18.5.2. The College will send any notice to you either to your term-time address/home address and/or by email to your College email address.
  - 18.5.3. You must send any notices (e.g. change of address, change of name) either by post (to Berkshire College of Agriculture, Hall Place, Burchetts Green Maidenhead, SL6 6QR) or by email, marked for the attention of the HE Registrar, to HE@bca.ac.uk
- 16.5. In the event of inconsistencies between the Terms and Conditions and any other contract information provided to you, the Terms and Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail.
- 16.6. These Terms and Conditions are governed by the law of England and Wales and you and the College agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts.