



South Gloucestershire and Stroud College

Applications, Admissions & Enrolments Policy and Procedure

**If you would like this document in an alternate format
Please contact the Human Resources Department**

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Approved by:	SLT
Date:	April 2024 (Revised based on minor updates)

Completed by:		
Gavin Murray	Deputy Principal	24/04/2024
I have read the guidance document: Completing a Policy Impact Assessment?		✓
If this policy has been up-dated, please tick to confirm that the initial impact screening has also been reviewed:		✓

EQUALITY AND DIVERSITY IMPACT ASSESSMENT		
Characteristic	This policy seeks to:	
Age	No appreciable impact	
Disability	Use available resources to identify and address any issues of inequality as a result of disability. Supporting learners both academically and pastorally in order that they should be able to access this policy and procedure.	
Faith or Belief	No appreciable impact	
Gender	No appreciable impact	
Race or Ethnicity	No appreciable impact	
Orientation	No appreciable impact	
Gender reassignment	No appreciable impact	
Economic disadvantage	Providing equal access to Careers, Information, Advice and Guidance (CIAG)	
Rural isolation	No appreciable impact	
Marriage	No appreciable impact	
Pregnancy & maternity	No appreciable impact	
Carers & care leavers	Use available resources to identify and address any issues of inequality as a result of being in care or a care leaver. Supporting learners both academically and pastorally in order to be successful.	
Vulnerable persons	Use available resources to identify and address any issues of inequality as a result of being a vulnerable person. Supporting learners both academically and pastorally in order to be successful.	
Please identify any sections of the policy that specifically seek to maximise opportunities to improve diversity within any of the Academy Trust's stakeholder groups:	Sections 3 and 7	
Please identify any sections of the policy that specifically seek to improve equality of opportunity within any of the Academy Trust's stakeholder groups:		
Is there any possibility that this policy could operate in a discriminatory way?	<input type="checkbox"/>	<input checked="" type="checkbox"/> If you have ticked yes (red), which characteristic will be most affected? Choose an item.
If yes please confirm that the Policy has been sent for a full Equality & Diversity Impact Assessment, and note the date:	<input type="checkbox"/>	Click or tap to enter a date.

Note: if the policy does not seek to increase diversity or improve equality you should go back and review it before submitting it for approval.

MAPPING OF FUNDAMENTAL RIGHTS	
Which United Nations Convention on the Rights of the Child (UNCRC), Right does this policy most protect:	Art. 42 Right to know your rights Art. 2 Non-discrimination Art. 28 Right to education
Which Human Right (HRA) does this policy most protect:	Art. 14 Prohibition of discrimination Choose an item.

DATA PROTECTION & PRIVACY BY DESIGN SCREENING	
Tick to confirm that you have considered any data protection issues as part of the design and implementation of this policy; and, that implementing this policy will <u>not</u> result in the collection, storage or processing of personal data outside of official Academy Trust systems:	✓
Tick to indicated that this policy has or requires a Data Privacy Impact Assessment:	✓

Applications, Admissions and Enrolments Policy & Procedure

1. Introduction

- 1.1. South Gloucestershire and Stroud College (SGS) will ensure applicants receive an effective introduction to their studies and their safety and interests are taken in to account via the SGS Total Support Guide. This Policy states the College's commitment to consider applications from prospective learners consistently and without prejudice. Where appropriate, applicants will receive timely interviews. This Policy also includes learner transfers, internal progression and course cancellation. Additionally, quality assurance of the process is outlined to ensure applicants receive a consistent and positive experience.
- 1.2. The Policy is informed by, and reflects, the College's Single Equality Policy.
- 1.3. In view of the events of recent times, in particular the steps that SGS College has been required to take in respect of Government guidance relating to the Covid-19 pandemic, we reserve the right to alter any conditions within this policy and procedure, to ensure that we can continue to operate in a safe and viable way. Any such changes will be communicated to all parties to this policy in a timely fashion, to ensure that all parties understand what their responsibilities are, and how the college will expect to deliver services to them.
- 1.4. This Policy has been updated to include the admissions process which applies to the SGS Create facility, which began delivery in September 2023. This detail is contained in Annex 1 to this document.

2. Statement

- 2.1. SGS College has three general conditions for Application and Admission:
 - 2.1.1. The potential of an applicant to benefit from, and succeed in, one of the programmes of study that the College offers;
 - 2.1.2. The understanding and willingness of an applicant to adopt a responsive attitude to all of their College commitments; and
 - 2.1.3. The ability of the college to provide appropriate support for any additional needs the applicant has.
- 2.2. All Pre-16 applicants must be referred to the 14-16 Education Manager to establish eligibility for public funding or payment of fees by their school or local authority. This will include any applicants to SGS Create.
- 2.3. All learners that hold a current EHCP must be referred to the Learning Support Department to establish support need, agree formal consultation and seek additional funding before a place at SGS College can be offered.
- 2.4. An offer of a place is not a guarantee that the course will run.
- 2.5. Where an applicant is not offered a place, the reasons will be recorded and explained clearly on request. Reasons for not offering a place could be:

- 2.5.1. If, in accordance with the College's Fitness to Study Policy, the College has reason to believe that the applicant's presence is likely to endanger themselves, other learners and/or staff in the College; Careers, Information, Advice and Guidance (CIAG) will be provided to source a suitable alternative to studying at SGS College;
- 2.5.2. the applicant has applied for a course that is oversubscribed. In these circumstances, applicants will be offered further CIAG on the availability of suitable, alternative programmes of study;
- 2.5.3. Information shared with SGS College leads to the Safeguarding Panel deciding that the College is not able to manage the risk sufficiently to ensure applicant, learners and/or staff remain safe whilst studying with us;
- 2.5.4. the applicant has provided false or misleading information;
- 2.5.5. if following a full investigation (including Disclosure & Barring Service checks where appropriate – e.g. teaching, nursing, childcare), the applicant is found to be unsuitable to work with any relevant groups; or
- 2.5.6. the applicant has not met the entry criteria as outlined in the full time and part time prospectus, website or any other SGS marketing material or if funding for support is not available; CIAG will be provided in this instance to source a suitable alternative to studying at SGS College, support funds permitting.
- 2.6. There are no automatic refunds should applicants cancel their enrolment or fail to attend their chosen course. Refunds are given at the discretion of the Principal or Chief Financial Officer.
- 2.7. If a member of the academic / vocational team responsible for delivery of a course rejects an applicant, prior to enrolment of the course commencing, their fees will be refunded in full if already paid.
- 2.8. Learners that hold a current EHCP cannot be rejected without the involvement of the Learning Support Department (SEN). If the College has been named in the EHCP we have a statutory duty to admit the learner.
- 2.9. Wherever possible, learners that hold a current EHCP or other formal diagnosis, 'MyPlan', 'MyPlan+', or equivalent statement, will have a robust transition into college. Where this is not possible, the curriculum area in conjunction with the Additional Learning Support Department will monitor the progress of a learner during the initial probation period to determine learner suitability for a course. In the event of a placement breakdown, the Additional Learning Support Department will request a formal placement change through the Emergency Review process. Learners with an EHCP cannot be withdrawn or moved from a course without first involving the Learning Support Department.
- 2.10. Course cancellations can only be authorised by an Assistant Principal in conjunction with the appropriate Vice Principal and ideally must be cancelled at least 7 working days before commencement. Where the first session of a course is run as a taster a decision to cancel the course must be made by the Assistant Principal (or more senior member of staff) within 48 hours of the start date of the course.
- 2.11. If the College cancels a course prior to the second session, applicants must be informed promptly, and their fees refunded in full. If a course is cancelled after the second session, but before completion, the applicant will receive a refund of a proportion of their fees.

Year 10 and 11 learners on-roll with a school cannot apply directly to College. The school can support and fund an Early College Placement on SGS Flex. A place can only be offered after the school read the service level agreement, submit a learner profile form and sign a funding agreement.

- 2.12. For HE enrolments, the College will be registered with UCAS as SGS College and will adhere to standard UCAS regulations and procedures for those courses offered through the UCAS system.
- 2.13. Quality assurance of one departmental interview or taster session will be led by the Vice Principal Corporate and Community, the Vice Principal Further Education, and Assistant Principals on a half termly basis to assess applicants' experience.
- 2.14. Where an applicant is not offered a place that applicant has a right of appeal. On appeal it is for the applicant to establish valid grounds for appeal:

Grounds for appeal:

- 2.14.1. That the Applications, Admissions and Enrolments Policy & Procedure was not applied correctly and that any procedural irregularity, has disadvantaged the applicant significantly enough to render the decision unsound.
- 2.14.2. That prejudice or bias on the part of one or more decision maker took place and can be proven or there are reasonable grounds to support the perception of prejudice or bias.
- 2.14.3. That the decision maker took a decision which no reasonable person would find comprehensible. Disagreement with the decision does not make it manifestly unreasonable. To apply this ground, you must provide substantive argumentation as to why no reasonable person could have arrived at the decision that was made.
- 2.14.4. Disagreement with a decision based upon academic judgement **will not** be considered as grounds for appeal.
- 2.14.5. Appeals must be received in writing by the College Principalship within 10 working days of the applicant being informed of the decision not to offer a place. The College Principal's decision, which may be delegated to a member of the College's Senior Leadership Team, and which will be made in consultation with the Head of Learning Support if the learner has an EHCP, is final.

3. Objectives

- 3.1. To ensure that current and prospective learners are enabled to make a clear and informed choice, they (and where relevant and with the consent of learners, their employers, carers, guardians, etc.) will be provided with timely, clear, consistent and accurate information about:
 - 3.1.1. course entry criteria, content, progression opportunities and Learning Area Managers (LAMs) assessment; including transfers;
 - 3.1.2. course target qualifications and grades;
 - 3.1.3. learner support services including opportunities to attend Learner Voice forums and be part of the Student Union;

- 3.1.4. tuition, examination and material fees, plus any other financial charges associated with a course which a learner will have to incur during that course;
 - 3.1.5. bursaries, grants, loans, subsidies and other financial assistance which may be available to learners for childcare, transport, equipment, work experience, accommodation and fees;
 - 3.1.6. levels of additional learning support provided;
 - 3.1.7. opportunities to visit the College and meet with specialist tutors and guidance staff;
 - 3.1.8. opportunities to receive impartial information, CIAG from a qualified Careers Advisor;
 - 3.1.9. course cancellations; and
 - 3.1.10. when and where books and materials are required to be purchased by the applicant (purchases are not recommended before the first session in case of course cancellation).
- 3.2. To ensure that existing learners who wish to continue their studies at SGS College receive comprehensive CIAG and a standard introduction to their new course/s.
 - 3.3. To ensure an applicant is treated consistently, impartially, with dignity and respect, they can expect:
 - 3.3.1. a structured, responsive central applications and admissions procedure (see Section 7 of this policy);
 - 3.3.2. that the College will comply with the General Data Protection Regulations in respect of details given on any application form and during the application process with regards to communications to external parties; and
 - 3.3.3. any application related interview will be explorative, informative and supportive.
 - 3.4. Application forms include clear statements about the College's Consent to Process Information.
 - 3.5. To ensure the quality of the interview process is to a consistently high standard for all applicants. Please see Appendix 1 for further details.

4. Implementation

- 4.1. Through the College's application/admissions/enrolment procedures to ensure that all learners are placed on courses or programmes which are appropriate to their needs and will enable them to achieve their full potential.
- 4.2. Through the College's finance policies and procedures.
- 4.3. Through the College's additional learning support policies and procedures to ensure the College makes reasonable adjustments in teaching, learning and assessment, so that programmes are free from artificial barriers that restrict access and progression.
- 4.4. Through the College's quality policies and procedures.

5. Responsibilities

5.1. Learners and Parents/Guardians/Carers

- 5.1.1. Parents/guardians/carers of pre-16 learners are responsible for ensuring their child's suitable entry and departure from SGS College, as pre-16 learners accessing courses cannot be supervised outside of the classroom or designated lunch areas.

College staff will brief learners as per the Learner Code of Conduct including pre-16s not leaving the site(s) over the duration of their time on campus unless prearranged with the tutor (e.g. an authorised College trip).

- 5.1.2. All learners must wear current SGS College lanyards containing their identity card at all times whilst on college premises unless instructed to remove by a staff member when considering health and safety.
- 5.1.3. All learners adhere to the SGS College code of conduct.

5.2. Managers and Staff with Policy or Procedure Responsibilities

- 5.2.1. Customer Experience Staff
- 5.2.2. Learner Data and Admissions Staff
- 5.2.3. Head of Finance
- 5.2.4. Vice Principal Corporate and Community
- 5.2.5. Head of Additional Learning Support
- 5.2.6. Designated Safeguarding Lead
- 5.2.7. HE Admissions staff
- 5.2.8. Vice Principal Further Education
- 5.2.9. Deputy Principal
- 5.2.10. Assistant Principals

6. Related Policies, Procedures, Regulations and Legislation

- 6.1. Further Education Fees & Refunds Policy
- 6.2. Compliments, Suggestions and Complaints
- 6.3. Single Equality Policy
- 6.4. UCAS Regulations and Procedures
- 6.5. Fitness to Study
- 6.6. Data Privacy and Protection Policy
- 6.7. SEND code of practice: 0 to 25 years (Department for Education)

7. Procedures

7.1. Generic, FE and HE Application Procedure

7.1.1. All application procedures include (Additional specific procedures for SGS Create (Annex 1), Pre-16, International and HE Applicants are listed from 7.2 below):

7.1.1.1. On receipt, paper-based application forms are checked by Admissions staff to ensure they are correct. Any omissions or problems are referred back to the applicant. If all information is correct, an invite for interview letter will be generated and despatched within 4 working days where applicable.

7.1.1.2. Where an application is made via the College's website this will be acknowledged by return email.

7.1.1.3. An on-line application will be checked and verified the next working day following the submission of the application and, providing all is in order, an 'invite for interview' letter will be dispatched within 4 working days (this may be via email or post) where applicable. Where a learner has an EHCP this timeline will not be applicable as the college must request a formal consultation with the relevant Local Authority.

Applicants born or resident outside the UK who are not in possession of either Pre-Settled or Settled status under the EU Settlement Scheme (EUSS) are to be checked by Admissions or the HE Team to determine their status.

7.1.1.4. Applicants who are aged under 16 on the 31st August on the year of entry, are referred to the 14 -16 Education Manager to arrange a pre-interview appointment.

7.1.1.5. A clear line of enquiry for those who wish to track the progress of their application

7.1.1.6. Applicants are / will be advised to disclose information about any additional learning support needs they may have. This may include whether they have an Education, Health and Care plan (EHCP), a non-statutory plan such as a 'MyPlan' or 'MyPlan+' from their local authority or a Learning and Skills Plan from the Welsh Government.

7.1.1.7. For all applicants who disclose that they have a criminal conviction, they will be contacted by the Safeguarding team to complete a Criminal Record Disclosure before their application can proceed.

7.1.1.8. An applicant who has provided false or misleading information on the application form will be rejected from the process.

7.1.1.9. If applicable, an interview which provides the interviewee with the opportunity of exploring with a subject specialist their reasons for application, career plans, qualifications and personal circumstances, so that they are able to make a decision as to whether the course is right for them. This interview may take place remotely.

- 7.1.1.10. Where an applicant is not offered a place on a course, his/her application may be reviewed if the applicant is able to present new information relevant to their application, which was unavailable at the time the decision was taken not to offer them a place.
- 7.1.1.11. A conditional offer will be sent to the applicant via e-mail or letter.
- 7.1.1.12. Learner records are then updated by the Admissions Team to show the outcome.

An initial assessment and/or taster day to ensure that the applicants chosen programme of study closely matches their needs and abilities. If the applicant has a learning difficulty, disability or is a vulnerable young person, a more extensive link programme may be needed to ensure a smooth transition into college.

- 7.1.1.13. An offer of a place on a course is conditional. The conditions will be clear and consistent with published entry criteria, or as discussed at interview. If an applicant does not accept the offer within 30 days, the College reserves the right to offer the place to another applicant. Exceptionally, this will not apply in the case of late applications, where the course starts in less than 30 days.
- 7.1.1.14. The College will withdraw an offer if an applicant submits false or misleading information that was instrumental in securing an offer of a place.
- 7.1.1.15. Keeping warm newsletters will be sent to applicants half termly from January via Marketing, providing information to prepare future learners for College life – this excludes HE.
- 7.1.1.16. Generally clear, informative enrolment instructions will be sent out at least 4 weeks before the beginning of the course to applicants who have applied more than 6 weeks before the start of that course.
- 7.1.1.17. An opportunity to review and, where necessary, re-negotiate application to an appropriate course, after the publication of GCSE, A-level or other results, with a Careers Advisor or Programme Leader.
- 7.1.1.18. The HE Admissions Co-ordinator, will notify any applicants of the closure of any HE Course.
- 7.1.1.19. References are sought from the learners' existing personal tutor for internal progression.
- 7.1.1.20. No learner with an EHCP or significant support need that cannot be met within the college's own resources will be enrolled without approval from the Head of Additional Learning Support that the appropriate support is within the college's capabilities and, where appropriate, that funding has been secured. Learners with an EHCP will be subject to the statutory consultation process in order to achieve a place at college. Learners with a significant support need but no EHCP should be flagged to the Learning Support Team

as soon as practicable, to ensure support can be put in place, if appropriate before the start of term.

- 7.1.1.21. Should applicants apply to join a full-year 16-18 Education programme after the end of the initial six-week probation period, then admittance to the programme is at the discretion of the relevant Assistant Principal. However, given that a substantial proportion of the learning will already have taken place by this point, admittance will only be agreed under exceptional circumstances.

7.2. Specific Pre-16 Application Procedure points

- 7.2.1. A pre-interview learner profile form will be provided to the relevant educational establishment if the learner is an Early College Placement, and to the parent/guardian if Elective Home Educated, which:
 - 7.2.1.1. Provides an opportunity to supply information about the applicant that is relevant to their application and the course of study.
 - 7.2.1.2. Provides the opportunity to reveal learning support needs and disabilities and full information about the applicant's needs. In some cases, admission onto a programme of study will include a commitment from the applicant to engage with additional learning support.

- 7.3 Studying in the UK: guidance for EU/EEA learners - What citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland studying, or planning to study in the UK should consider.

Important note: Guidance on eligibility of non-British learners is complicated and changes frequently. The guidance given in this document was correct at the time it was published. If anyone has any queries or concerns about the guidance given here, they should contact the Head of Project Management, Funding and Data to seek the latest guidance.

- 7.3.1 People's rights to live in the UK did not change until 31 December 2020.

Citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland who are living in the UK on or before 31 December 2020 can apply to the EU Settlement Scheme (EUSS).

The EUSS means that citizens of the EU, Iceland, Liechtenstein, Norway and Switzerland who are granted either Pre-Settled or Settled status will be able to stay and continue to work, study and access benefits and services broadly on the same basis as they currently do. It is free to apply to the EUSS.

The deadline for most people to apply to the EU Settlement Scheme was 30 June 2021, however, there may be individuals who have reasonable grounds for making a late application to EUSS and there may also be some individuals who have made an EUSS application on time but are still waiting on a final decision on their status from the Home Office, including those that have lodged an appeal. Once a valid application has been made to EUSS (evidenced by receipt of a certificate of application), the applicant will have temporary protection, pending the outcome of that application.

Family members of EU nationals

- A family member of an EU national is eligible for funding if:
- where required to do so, they have obtained pre-settled or settled status under EUSS and
- the EU national (principal) has obtained pre-settled or settled status under EUSS and has been ordinarily resident in the UK, EEA and/or Switzerland for at least the previous 3 years on the first day of learning
- Family members of an EEA or Swiss national can apply to EUSS after 30 June 2021 if they are joining them in the UK on or after 1 April 2021. They have 3 months to apply to EUSS from the date they arrive in the UK. They will have temporary protection and therefore be eligible for funding during those 3 months and pending the outcome of any EUSS application made during that period (and of any appeal). More information on [applying to join a family member in the UK](#) can be found on GOV.UK.
- A “family member” for these purposes is either:
 - the husband, wife, civil partner of the EU national (principal) or
 - the child, grandchild, spouse/civil partner’s child or spouse/civil partner’s grandchild of the EU principal who is either:
 - under 21, or
 - dependant on the principal and/or his/her spouse/civil partner, or
 - the dependant parent or grandparent of the principal or of the principal’s spouse/civil partner.

7.3.1.1 EU/EEA learners starting a course in the UK from 1 January 2021 will need to check if they need a UK visa, if they are planning to study in the UK from 1 January 2021 they will not be eligible to apply for the EU Settlement Scheme unless they were living in the UK on or before 31 December 2020.

A learner can apply for a Learner visa if they are over 16 and plan to start a course with a provider who can act as a licensed learner sponsor.

Learners do not need a visa to study in the UK for courses up to 6 months in duration, as long as they are studying at an accredited institution; this includes English language courses.

Learners can apply for a Short-term study visa if they are studying on an English language course which lasts up to 11 months.

There is also specific guidance for new and returning international learners coming to UK higher education institutions.

7.3.2 For courses starting on or after the 1 August 2021, learners will be eligible for learner finance if they have citizens’ rights (or if they are an Irish citizen covered by the [Common Travel Area arrangement](#)).

Learner Finance England will ask learners to provide evidence in order to be awarded undergraduate, postgraduate and further education financial support.

If a learner secures a place in the 2023 to 2024 academic year, but subsequently defers the start of their course until the following academic year, then the rules governing learner support for 2024 to 2025 entry will apply to them.

7.3.3 **Changes to funding from the 2023 to 2024 academic year:**

If a learner's course starts on or after the 1 August 2023 they will no longer be eligible for home fee status, undergraduate, postgraduate and further education financial support from Learner Finance England **unless** they meet one of the following criteria:

- you are able to benefit from the citizens' rights agreements – such as the EU Settlement Scheme (EUSS)

- you are an Irish national living in the UK or Republic of Ireland - benefits of Irish nationals under the Common Travel Area arrangement will continue.

7.4 **Specific Non-EU International Application Procedure points**

7.4.1 Guidance on eligibility of non-EU learners is complicated and changes frequently. The guidance given in this document was correct at the time it was published. If anyone has any queries or concerns about the guidance given here, they should contact the Head of Project Management, Funding and Data to seek the latest guidance.

7.4.2 In the case of applications from international applicants (i.e. the applicant has indicated that they have had a period of residence outside of the UK or have indicated a Nationality other than British), where an interview is not normally possible the College will:

7.4.2.1 Establish qualification equivalence, including use of English. Learners are required to have an IELTS overall score of 6 in writing sub-skill and 5.5 in all other sub-skills if not from an English-speaking country.

7.4.2.2 Offer a place, conditional on standard entry criteria (or equivalent qualifications).

7.4.2.3 Require evidence of the applicant's right to stay and study in the UK for the duration of the course.

7.4.2.4 Require evidence of ability to pay tuition fees in full prior to enrolment.

7.4.2.5 Require non-EU international applicants to pay tuition fees in full prior to entry to the UK and/or enrolment, as appropriate. or apply to SLC EU for tuition fee loan if HE EU learners. Further guidance for EU/EEA learners can be found here: <https://www.gov.uk/guidance/studying-in-the-uk-guidance-for-eu-learners>

7.4.2.6 View a copy of each sponsored migrant's current passport showing any personal identity details including biometric details, leave stamps, or immigration status document including their period of leave to remain (permission to stay) in the UK. This must show the migrant's entitlement to study with a licensed sponsor in the UK.

7.4.2.7 The College will check the date on which the migrant entered the UK, to ensure they entered during the validity of their Learner Visa and therefore have permission to study. However, if the migrant is

a national of Australia, Canada, Japan, New Zealand, Singapore, South Korea or the United States of America, they may (since 20 May 2019) enter the UK through an automated e-Passport gate ('e-Gate') if they hold a valid visa or biometric residence permit. In such cases, they will not have an entry stamp in their passport.

- 7.4.2.8 If the learner does not have an entry stamp, the College must still check the date of entry by asking to see other evidence such as, but not limited to, e-tickets or a paper or electronic boarding pass. The College must then record that the date the learner entered the UK, but do not have to retain evidence of the date of entry.
- 7.4.2.9 View the migrant's biometric residence permit (BRP).
- 7.4.2.10 Record of the migrant's absence / attendance, this may be kept either electronically or manually.
- 7.4.2.11 A history of the migrant's contact details to include UK residential address, telephone number and mobile telephone number. This must be kept up to date with any changes to these details.
- 7.4.2.12 The College will not keep copies or originals of any evidence assessed as part of the process of making an offer to the migrant; instead, we will keep a written/electronic record to the effect that we have seen the necessary evidence and have vouched for its existence.

7.5. Specific HE Application Procedure points

- 7.5.1. Applications should be made via UCAS online for full-time HE courses. Part-time students can apply to the college directly through our website. Foundation degree learners applying for SGS Level 6 Top Up courses can contact the HE Admissions Team who then give a conditional offer based on achievement of their current HE course. For any applicant required to be interviewed, an interview date will usually be offered within 2-4 weeks of receipt of their application. Performing Arts students will be allocated an audition day to attend. A decision on whether to offer a place will usually be conveyed to the applicant and UCAS within 7 working days of an interview.
- 7.5.2. SGS College complies with published UCAS deadlines for decisions on applications for courses offered through the UCAS system.
- 7.5.3. Programme Leads will manage the decision-making process, liaising with Heads of Faculty and the HE Admissions Officer.
- 7.5.4. For any applicant not being interviewed, the decision about whether to offer them a place will be conveyed to UCAS, or direct to the applicant if appropriate, usually within 10 working days of receipt of their application.
- 7.5.5. Offers of places on a course will be standardised, with any stated conditions being clear and consistent with the published entry criteria. Applicants who receive a confirmation of offer email will be signposted to the SGS College's HE Terms and Conditions of Admission published on our website.
- 7.5.6. Late applicants will receive enrolment instructions in advance when the timescale permits, or at time of interview.

- 7.5.7. Higher Education applicants will receive support completing their application for the Disabled Learners Allowance (DSA) if applicable. If DSA is not applicable high needs learners could possibly be supported by SGS College as a reasonable adjustment. However early disclosure is essential as a full needs-assessment will need to be completed prior to support being approved. Approval of this support must be agreed prior to confirmation of a place at SGS College.

7.6. Specific Apprenticeship Application Procedure points

- 7.6.1. Apprenticeships are dependent on the applicant securing a suitable apprenticeship employment contract with an employer.
- 7.6.2. We will encourage all employers to post vacancies on the Apprenticeship Service site, but it is not mandatory to use this service.
- 7.6.3. All applicants that meet the employer criteria and the college entry requirements will be invited to a college interview and screening of basic skills.
- 7.6.4. The college will provide the employer with a shortlist of candidates who meet both the college and the employer selection criteria. The employer will make the final selection decision.
- 7.6.5. The college will signpost unsuccessful applicants to alternative vacancies or training.

7.7. Data Privacy and Protection

- 7.7.1. The College will handle data and information in a manner that ensures that it safeguards individuals and personal data. Information will always be managed in a manner that complies with the College Data Protection Policy. All staff involved in admissions have received training that enables them to discharge their responsibilities in relation to confidentiality and data protection.

Appendix 1

Full-Time Interviews / Tasters – Quality Assurance

Interview / Taster Quality Assurance Objectives

- Ensure applicants are collected on time
- Ensure area selected to deliver is welcoming and appropriate
- Ensure that the process is accessible to all learners, including arrangement of signer, interpreter or pastoral support if appropriate
- Ensure overview of college, department and process is communicated clearly prior to the formal interview / taster commencing
- Ensure key aspects listed below are covered at interview:
 - Carry out interview (see below)
 - Review reference(s)
 - Check attendance – ask reason behind attendance below 90% and reiterate minimum requirements for all aspects of the study programme
 - Review school reports, predicted grades, check entry criteria – if predictions don't match – discuss other options
 - Intended progression – correct subjects/course/level?
 - Check and record any provided information or documentation relating to additional learning support needs, including Education, Health and Care Plans or prior Examination Access Arrangements or to the applicant's status as an Early College Placement. Ask about previous support at school or previous place of study.
 - Explain all aspects of study programme – not just here to obtain qualifications
 - Outline fees payable if applicable, especially for those aged 19+.

Applicant to use 'Interview Passport' checklist, which is currently sent out, to ask Interviewer questions - ensure all is covered if they do not do this including:

- Finance – what the course is going to cost
 - SGS+ system
 - Work experience
 - English & maths
 - What is a typical College day
 - What enrichment opportunities exist.
- Ensure interview questions are appropriate
 - Ensure information, advice and guidance is to the desired level
 - Ensure decision is communicated to the applicant at interview, along with details of next steps
 - Ensure information on learner support needs is passed to the relevant department
 - Provide interview staff with support, and where required, training to address any identified issues.

Judgements – this will be a simple tick box form with a Yes or No response.

- Applicant collected on time
- Interviewer and area selected to be welcoming
- Departmental presentation delivered providing overview of college, department and interview / taster process completed to a high standard
- Key aspects of interview / taster completed
- Interview questions appropriate

- Information, advice and guidance delivered to the desired standard
- Decision, feedback and next steps provided to applicant
- Further support required

Reporting Outcomes

- A half termly report will be presented to Senior Leadership Team by the Vice Principal Further Education.

Appendix 2

South Gloucestershire and Stroud College Higher Education Terms and Conditions of Admission 2024/25

Learner Contract

1. INTRODUCTION

- 1.1 The terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (as amended from time to time); (ii) your Offer letter from the South Gloucestershire and Stroud College (also known as the College) ("Offer"); 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 at the College (the "Contract") as at the point at which you accept your Offer.
- 1.2 If you have any questions or concerns about these terms and conditions or the Contract, please contact: HE Admissions, South Gloucestershire and Stroud College, Wise Campus, New Road, Bristol BS34 8LP or email: HEAdmissions@sgscol.ac.uk).
- 1.3 The Contract applies to all applicants to the SGS College accepting offers from September 2023 June 2023 and all learners enrolling on a course after 1st September 2024.
- 1.4 You reaffirm your acceptance of these terms and conditions (and the terms of the Contract) when you enrol annually.
- 1.5 By accepting an Offer, you agree to comply with, and be bound by, the Contract including the following regulations, policies and procedures (as amended from time to time and as applicable to you) should you become an enrolled learner:
 - 1.5.1 The College's Admissions Policy and Procedures (including those relating to Disclosure and Barring Service);
 - 1.5.2 The University of Gloucestershire's academic regulations for Taught provision;
 - 1.5.3 HE Fees & Bursary Policy;
 - 1.5.4 The learner Higher Education & Professional Learner Code of Conduct and the expectations described within;
 - 1.5.5 HE Engagement and Attendance Policy;
 - 1.5.6 Fitness to Study Procedures;
 - 1.5.7 Academic Appeal Procedures;
 - 1.5.8 Data Consent Notice.
- 1.6 Some programmes may require you to agree to the terms and conditions of professional bodies or third-party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.
- 1.7 If you do not enrol within 14 days of the start of the term that your programme begins the College reserves the right to refuse to enrol you and withdraw you from your programme

(without liability). Learners who are not enrolled are not entitled to attend classes or participate in assessments for any modules.

- 1.8 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the College', we may take disciplinary action against you, under the HE Engagement and Attendance Policy. 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.
- 1.9 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and the College without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 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 bodies' terms and conditions (if applicable), these terms and conditions shall take precedence.

2. APPLICATIONS

- 2.1 It your responsibility to ensure that all of the information you provide at application to the College and/or the UK Visas and Immigration (UKVI), or to other relevant departments is true and accurate.
- 2.2 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, according to the circumstances, without liability to you.
- 2.3 The Offer the College makes to you will be conditional or unconditional. If your Offer is conditional, the College will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme.
- 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, the College reserves the right to withdraw your Offer.
- 2.5 You will be required, at the request of the College, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the College's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a learner of the College and the termination of the Contract. You will not be entitled to a refund of any paid deposit in accordance with the College's Fee Policy.

3. IMMIGRATION

- 3.1 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). Refer to Section 7.3 above for detailed guidance on the EUSS and learner requirements for 2023/24 academic year starts.
- 3.2 You must take responsibility for ensuring that you comply with the terms of your Student Visa whilst studying at the College.

- 3.3 The College is required to withdraw sponsorship of your Student Visa if you do not comply with UKVI rules, including but not limited to:
- 3.3.1 your overall attendance is not deemed to be acceptable;
 - 3.3.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 3.3.3 you successfully complete your programme of study in a shorter period than originally planned.
- 3.4 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.
- 3.5 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 in accordance with the College's Further Education Fees and Refunds Policy.
- 3.6 On occasion, the College will need to contact the UKVI to clarify details on outstanding visa applications and previous immigration history. By accepting your offer, you consent to the College contacting the UKVI on your behalf and the UKVI releasing such information to the College as required.

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, is subject to you complying with the terms of the contract, registering with the College and satisfying the College of our identity in accordance with the enrolment process.
- Your continued enrolment depends on you meeting the academic requirements of your course in accordance with the terms of the Contract, including attendance at lectures, seminars and any other such learning opportunities provided by the College, the timely completion of assessment and, where required, attendance at formal examinations.
- 4.2 If you do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against you under the College's HE Engagement and Attendance Policy
- 4.3 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must notify the College via HEAdmissions@sgscol.ac.uk prior to enrolment so that the College can consider whether such convictions are compatible with membership of the College and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by HE Admissions.
- 4.4 If you commit an offence whilst you are an enrolled learner, this will need to be declared to HEAdmissions@sgscol.ac.uk as it may affect your place at the College.

5. FEES AND PAYMENT

- 5.1 By accepting an Offer, you are confirming that you accept your responsibility to ensure your programme fees are paid in accordance with the published Further Education Fees & Refunds Policy. You also agree to be bound by the College's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time. These are set out in the Further Education Fees & Refunds Policy.
- 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 and terminate the Contract (without incurring any liability to you).
- 5.3 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), specialist materials, academy membership fees, sports academy membership fees, supplementary instrumental tuition, visit fees, examination retake fees, reassessment fees, additional module fees, library fees (including lost item costs), replacement lanyard fees, printing fees, application fees, annual continuation fees and fines charged to the learner in accordance with the Higher Education & Professional Learner Code of Conduct; although some assistance from the College's funds may be available to meet such expenditure, you shall have primary responsibility for payment.
- 5.4 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the College.
- 5.5 The College may pursue legal proceedings against you if you are in debt to the College. 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.
- 5.6 If you are in debt to the College at the end of the academic year and are expecting to progress into the next academic year, or if you are in debt to the College at the end of your programme, you may be prohibited from enrolment to subsequent years or programmes until the debt is fully paid.

If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact the Finance Department at: Finance@sqscol.ac.uk

6. DELIVERY 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 Contract. However:
- 6.1.1 due to the period between 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. 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 or module viable, the College may be forced to cancel the programme or module. 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 and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the College or, if the College is unable to provide a suitable replacement programme, you may cancel the Contract 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 learners, the College reserves the right to vary minor elements of your programme from that described in the Contract 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 learner feedback, and/or due to a lack of learner 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 notify 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 Clause 6, the College will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

7. LIABILITY

7.1 Whilst the College takes all reasonable care to ensure the safety and security of its learners whilst on the College's campuses. The College does not accept responsibility, and expressly excludes liability for damage to learners' property or intellectual property, other than through the negligence of the College, its staff or agents. You are advised to insure your property against theft and other risks.

7.2 The College shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another learner, or by any person who is not an employee or authorised representative of the College.

7.3 Except as set out in these terms and conditions, the College shall not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

7.3.1 indirect or consequential losses;

7.3.2 loss of income or revenue;

7.3.3 loss of business;

7.3.4 loss of anticipated savings; or

7.3.5 loss or corruption of data.

7.4 SGS College will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled learners. Sometimes circumstances beyond our control mean that we cannot provide such educational services and will be under no obligation to provide such services. This might be because of, for example:

- flood, fire, or act of God
- industrial action by College staff or third parties
- the unanticipated departure or absence of key members of staff
- acts of terrorism
- the acts of any governmental or local authority
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for learners enrolled on it
- the impact of local, national or international health pandemics.

In these circumstances, SGS College will take all reasonable steps to minimise the resultant disruption to those services and to affected learners, by, for example, offering affected learners the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or learner. The modifications we make may be to:

- the content and syllabus of programmes, including in relation to placements
- the timetable, location and number of classes
- the content or method of delivery of programmes of study
- the examination and assessment process.

In making any changes, we will aim to keep the changes to the minimum necessary and will notify and consult (where practicable) with the learner body, through the Learners' Union, in advance about any changes that are required. If you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.

8. CANCELLATION AND REFUND POLICY

8.1 The Contract between you and the College will commence from the date on which you accept your Offer. 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.

8.2 The cancellation period and your right to cancel the Contract without liability will expire after 14 days from the day that you accepted your Offer.

8.3 To exercise your right to cancel, you may inform: HE Admissions, South Gloucestershire and Stroud College, Wise Campus, New Road, Bristol BS34 8LP Tel: 0117 931 2121 or email: HEAdmissions@sgscol.ac.uk) of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the programme for which you accepted an Offer. You may also give the College notice of your cancellation by completing the cancellation form at Schedule 1 and sending it to the College at HE Admissions, South Gloucestershire and Stroud College, South Gloucestershire and Stroud College, Wise Campus, New Road, Bristol BS34 8LP, Bristol BS34 7AT or email: HEAdmissions@sgscol.ac.uk

8.4 Subject to Clause 8.5, 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 without undue delay, and not later than 14 days after the day on which we

are informed about your decision to cancel this contract. 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.

- 8.5 If you began your programme during the cancellation period and you cancel during the cancellation period, you shall pay us an amount which is in proportion to what the services which have been performed as at the point you communicated your cancellation to the College, in comparison with the programme fees due over the course of the contract.
- 8.6 You are also entitled to cancel your contract and withdraw from your programme following the expiry of the cancellation period (including after enrolment). To withdraw from your programme following expiry of the cancellation period (including after enrolment) you must follow the published Withdrawal Procedures.
- 8.7 If you cancel your contract following expiry of the cancellation period, the College's Further Education Fees and Refunds Policy describes the refund entitlements which you may be entitled to.

9. INTELLECTUAL PROPERTY

- 9.1 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. Except when there is collaboration between learners and staff or between learners and their peers in which case there would be shared ownership of any intellectual property rights. Where intellectual property is generated through commissioning by the College or for the express purposes of commercialisation or during scheduled workplace projects the intellectual property belongs in its entirety to the College;
- 9.2 All learners, grant SGS College permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes;
- 9.3 Should learners wish to commercialise intellectual property owned by them. They will offer to the College first refusal:
 1. To acquire, on fair and reasonable terms, ownership of the material element of any artistic work.
 2. The College reserves the right to reproduce, without fee, works for educational and promotional use; or, to borrow, for a reasonable period of time, the material element of any works produced by learners.

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 fees in accordance with the College's Fee Policy;

10.1.3 The College has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures;

10.1.4 Action has been taken against you in accordance with the College's Behaviour Policy and Procedure.

Or:

10.1.5 Action has been taken against you following the decision of a Board of Examiners.

10.2 In addition, the College may end the Contract by written notice 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;

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.

11. REQUIREMENTS ON TERMINATION OF THIS CONTRACT

11.1 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 to the College your Learner 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 holds information about all applicants to the College and all learners at the College. The College uses the information provided by applicants and/or learners (including information from application forms):

12.1.1 to administer applications and to compile statistics that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). If your application is successful the College will also use the

information to administer your studies, to provide you with the College's facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and surveys, and to identify ways to enhance learning, teaching, assessment and the broader learner experience.

- 12.1.2 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention. Accordingly, the College may disclose information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations.
 - 12.1.3 share your personal data, if the College is under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, or to protect the College's rights, property, or the safety of our employees, learners, or others.
 - 12.1.4 for legal, personnel, administrative and management purposes and including the processing of any sensitive personal data (as defined in the Data Protection Act 2018) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law.
 - 12.1.5 to send communications to you, including without limitation, information relating to funding or sponsorship opportunities and information relating to The College's services and products.
 - 12.1.6 to deliver your programme and provide educational services to you; and
 - 12.1.7 to process any payments made by you to the College.
- 12.2 The College will only process your personal data in accordance with the specific purposes notified to you above and in accordance with the College's Data Protection Policy and otherwise as permitted by the Data Protection Act 2018.
- 12.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12. You should refer to the College's Data Protection Policy and Privacy Notice for more information.

13. SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT

- 13.1 The College normally sends communications via email to the learner's College email account. Hardcopy correspondence will be sent to the learner's 'home' or main residence address as recorded on the College's Learner Records System.
- 13.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your College e-mail account is regularly monitored.
- 13.3 Letters shall be deemed to have been properly served 48 hours after posting if sent by first class post. Good service may also be given by email to your College email address in which case service shall be deemed effective 48 hours after sending.
- 13.4 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 learners through the College email account and/or through communications sent to the home or main residence.

14. APPEALS AND COMPLAINTS

- 14.1 Complainants should refer to our Compliments, Suggestions and Complaints Policy as published on our website and follow the procedures described. This policy 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 Learner Complaints procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education related complaints, or to the Education and Skills Funding Agency for Further Education related complaints.

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.
- 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 England and Wales 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 of England and Wales.

SCHEDULE 1: CANCELLATION FORM

To: South Gloucestershire and Stroud College

Wise Campus, New Road, Bristol BS34 8LP

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

Accepted on: [Date]

Name of Learner: [Insert]

Address of Learner: [Insert]

Signature of Learner

Date:

Annex 1 – SGS Create Admissions Process



Admissions Statement

SGS Create is a dedicated centre for 14-16 yr-olds which provides places for ambitious young people who may currently have become disengaged or suffer with anxiety which has led to long-term nonattendance, have mental health concerns, be neuro-diverse or are simply looking for an alternative offer to school.

At SGS Create, our vision is to create an education environment that inspires learners to be their best with an aspirational, supportive and flexible curriculum with learners' needs at its heart, enabling young people to:

- learn skills
- gain qualifications
- improve confidence and resilience
- build friendships and develop social skills
- be creative and respectful of their society and the environment
- progress to the next step in their education.

Gloucestershire Local Authority has a range of maintained specialist provisions that support pupils with complex learning difficulties, severe learning difficulties and behavioural, emotional and social difficulties. For more information regarding these provisions, please follow this link:

<https://www.gloucestershire.gov.uk/schoolsnet/your-pupils/alternative-provision-schools/>

Based at our Stroud Campus, SGS Create supports learners through GCSEs while offering a vocational element to their studies. The centre offers a different environment to learners who may not enjoy school but have the motivation and desire to progress with their studies. SGS Create offers a broad and balanced curriculum and alongside studying for traditional qualifications currently in English, maths, and a double award in science, they will develop skills and knowledge in other areas that are desired by employers. They will also complete work experience and carry out vocational study in a field they hope to pursue, subject to availability. We offer support from expert staff, ensuring that learners can achieve and progress.

SGS Create envisage engaging 14-16 learners who are particularly interested in the creative industries and would benefit from more vocational education along with the core GCSEs, as opposed to the standard key stage 4 curriculum experienced in schools.

Admissions to SGS Create

Applications for SGS Create is open from the October of each academic year and will close at the end of April of the subsequent year. Decisions will be made by the end of May annually. SGS Create offers up to 90 places annually.

If places are still available by the end of May each year, a second application window will open between 1st and 30th June and decisions will be made by 31st July of that year. In order to make an application

the learner and parent/carer must attend at least one open evening or open day. At these events a unique code will be shared that must be included in the application form.

As part of the application all parents are required to send us the latest school reports (academic, behaviour and attendance). All learners must complete a personal statement and create a short video about themselves. Learners apply directly to SGS College, but the local authority (“LA”) will be involved in the selection process, to ensure the needs of the applicants can be met. Current Year 9 pupils can apply to SGS Create as one of their Key Stage 4 options, to start Year 10 in the September of that academic year. Learners must turn 15 in the academic year 1st September to 31st August to be eligible for a place.

Selection criteria will be based on the following, in this order of priority:-

1. Long-term school refusers referred through the LA.
2. EHCP learners, where provision meets needs and outcomes.
3. Learners from other priority groups, such as care leavers, looked after children, young carers, where provision meets needs and outcomes.
4. Learners who may currently have become dis-engaged, suffer with anxiety which has led to long term non-attendance, have diagnosed mental health concerns and/or have a diagnosed neuro-diverse condition, who can achieve 5 GCSEs and where provision meets needs and outcomes.
5. Learners who can attend a full school day, five days a week who can achieve 5 GCSEs and where provision meets needs and outcomes.

How to apply

In order for a student to apply all applicants and parents must attend an open event in person, and then they should apply through SGS College Application form (this will be emailed directly after the open event) providing as much detail as possible this should include the unique code shared at an open evening/open day. We also require parents of the applicant to send SGS Create the following documents, without all of these the application will not progress to the next stage. Instructions will be sent separately for the items below:

- Latest Academic Report
- Latest Attendance Report
- Latest Behaviour Report
- Supporting Statement from Learner
- Video Task

Once all documents, supporting statement and video have been received by SGS Create, students will be invited for an interview which will be conducted via Teams.

Outcomes for all applications will be communicated around the beginning of June each year. An offer letter will be sent out with instructions on how to accept the place.

If any of the above seems a little scary or learners are struggling to complete any aspects, please get in touch with the College and we will talk through what learners need from us or put any reasonable adjustments in place to help.

The informal interview is to ascertain the most appropriate route to ensure SGS Create is the right provision. The meeting will not only focus on the here and now, but career aspirations, hobbies, and getting to know the young person as an individual, which also allows learners to get to know us too. However, learners should note that this meeting does not guarantee a place.

Consultation

All applications will be put to a panel at an early intervention meeting with the inclusion team at Gloucestershire County Council. No offers will be made until this meeting has taken place. Those recommended by the panel to attend SGS Create will be invited to taster sessions in the summer where they will meet key staff.

Offer of a place

If SGS Create is appropriate, SGS College will confirm the offer of a place to the family of the young person by 31st May of each application window, and acceptance of offers must be made by the date given in the offer letter. If other application windows open, decisions will be made in July of that application window.

The parent/carer/family are responsible for making transport arrangements to and from SGS Create. An induction programme, appropriate to the applicant, will be created to support the transfer to SGS Create. This may include:

- Further meetings with the parents/carers and the young person
- Further visits to SGS Create to meet key staff to help with the transition
- Taster and link sessions in the summer term.

Number of Places

SGS Create will have space for 90 places each Year 10 intake. Where appropriate we will offer a space (between 5 & 10 places) to a small cohort of Year 11s directly into Year 11 for a one-year course. The admissions process will be identical to that above, and there is no guarantee of a space at SGS Create. The focus will be on developing the young person's resilience, confidence and looking to support them in taking their next steps Post-16. Some qualifications will be unattainable due to missed coursework and potentially missed time in school prior to attending SGS Create.

Appeal

Initial queries regarding admission decisions should be handled informally by the Headteacher of SGS Create within 5 working days. Where no satisfactory outcome can be agreed, all applicants have the right to appeal a decision, by writing formally to the College Principal within 15 working days of the applicant being informed of the decision not to offer a place. The College Principal's decision, which may be delegated to a member of the College's Senior Leadership Team, and which will be made in consultation with the Director of Education Support Operations if the learner has an EHCP, is final.

Contact

For further information on SGS Create or to arrange a visit on one of our Open Days, please contact: SGS Create enquires – [email to: sgscreate@sgscol.ac.uk](mailto:sgscreate@sgscol.ac.uk) or Susannah Griffiths (General 14-16 enquires and options) – Susannah.griffiths@sgscol.ac.uk