



SWANSEA COLLEGE

GCSE and A Level Online Courses

TERMS AND CONDITIONS

Effective date: 3 September 2025

Version: 2.0

IMPORTANT Please read these Terms before enrolling. They explain fees, cancellation rights, course participation, examinations and the responsibilities of the Student and the person paying for the Course.

1. About these Terms

1.1 These Terms and Conditions (the **Terms**) apply to GCSE and A Level online courses supplied by Swansea College (the **College, we, us or our**).

1.2 The contract is made between the College and the person who accepts financial responsibility for the Course (the **Contracting Party**). The learner undertaking the Course is the **Student**. Where the Student is under 18, a parent or legal guardian must be the Contracting Party and must ensure, so far as reasonably possible, that the Student complies with the provisions that apply to them.

1.3 These Terms, the accepted application, the Enrolment Confirmation, the relevant course description, the agreed fee or payment plan, and the policies expressly incorporated under clause 19 form the entire agreement for the Course (the **Contract**). If there is an inconsistency, the Enrolment Confirmation takes priority, followed by these Terms, then the course description and incorporated policies.

1.4 Nothing in these Terms affects any statutory rights that cannot lawfully be excluded or limited.

1.5 The College may update these Terms for future enrolments. The version accepted when the Contract is formed will normally govern that enrolment. We may make reasonable changes during the Course where required by law, regulation, safeguarding obligations or an Awarding Body, or where the change does not materially disadvantage the Student. We will give reasonable notice of any material change and explain the Student's options where appropriate.

2. Definitions

In these Terms:

- **Awarding Body** means an examination board or awarding organisation, including AQA, Pearson Edexcel, OCR, WJEC/Eduqas or Cambridge International.
- **Business Day** means Monday to Friday, excluding bank holidays in England and Wales.
- **Course** means the online course identified in the Enrolment Confirmation.
- **Course Materials** means videos, presentations, worksheets, assignments, quizzes, notes, recordings, mark schemes and other resources supplied for the Course.
- **Enrolment Confirmation** means our written confirmation that an application has been accepted and identifies the Course, fees and start arrangements.
- **Exam Centre** means an approved centre at which the Student registers for and completes external assessments.
- **Learning Platform** means the online platform or systems used to provide Course Materials, submissions, meetings and communications.
- **Working Day** has the same meaning as Business Day.

3. Application, eligibility and formation of the Contract

3.1 An application is an offer to purchase the Course. A Contract is formed only when the College has received the required information and payment, accepted the application, and issued an Enrolment Confirmation.

3.2 Admission is subject to availability, suitability, any published entry requirements and, where applicable, an initial assessment. We may decline an application on reasonable academic, operational, safeguarding or regulatory grounds.

3.3 The Contracting Party and Student must provide complete, accurate and current information, including identity, contact, educational and access-needs information reasonably requested by the College. Materially false, incomplete or misleading information may result in the offer being withdrawn or the Contract being ended, following a fair review.

3.4 Enrolment on a Course does not automatically register the Student for an examination and does not guarantee acceptance by any Exam Centre or Awarding Body.

3.5 Any quotation or provisional place is valid only for the period stated and remains subject to availability until the Contract is formed.

4. Course scope and delivery

4.1 The Course is delivered online through the Learning Platform and may include recorded teaching, written resources, quizzes, tutor-marked work, scheduled online sessions, drop-ins, mock assessments and progress reviews, as described in the relevant course information.

4.2 Course duration, study route, subject, specification and expected weekly workload are stated in the Enrolment Confirmation or course description. A one-year fast-track route is intensive and may cover approximately two standard teaching weeks of content in one week.

4.3 The Student is purchasing educational teaching and support, not a particular grade, examination result, university offer, progression outcome or professional outcome. Results depend on factors including ability, prior knowledge, attendance, independent study, timely completion of work and examination performance.

4.4 We may make reasonable changes to timetables, tutors, teaching methods, Course Materials or sequencing to maintain academic quality, respond to Awarding Body changes, improve delivery or deal with circumstances outside our reasonable control. We will avoid materially reducing the overall educational service.

4.5 Live sessions may be rescheduled where reasonably necessary. Where a session is cancelled by the College, we will provide a replacement, recording or reasonably equivalent learning provision where appropriate.

4.6 Unless expressly stated otherwise, tuition fees do not include examination entry, practical endorsements, fieldwork, speaking assessments, non-exam assessment (**NEA**), specialist materials, textbooks, calculators, travel, accommodation, printing or equipment.

5. Technology and access

5.1 The Student must have reliable internet access, a suitable laptop or desktop computer, working audio, a camera where required, current software capable of opening Course Materials, and access to printing or scanning where required. A mobile phone alone may not be sufficient.

5.2 The Contracting Party is responsible for equipment, connectivity, software and data costs. The College is not responsible for problems caused by the Student's equipment, internet service, unsupported software, loss of passwords or failure to follow reasonable technical instructions.

5.3 We will take reasonable steps to maintain the Learning Platform but do not guarantee uninterrupted access. Planned maintenance and occasional technical disruption may occur. Where a material interruption is within our control, we will take reasonable steps to restore access or provide an alternative.

5.4 Login details are personal and must be kept secure. The Student must not share an account, permit another person to access Course Materials or attempt to bypass platform security.

6. Fees, instalments and payment

6.1 The total Course fee, deposit or initial payment, payment dates and any approved instalment plan will be confirmed before enrolment. Fees are stated in pounds sterling (GBP).

6.2 Course fees cover only the services and materials expressly identified. Examination and other third-party fees are separate unless the Enrolment Confirmation expressly states otherwise.

6.3 An approved instalment plan spreads payment of the total Course fee; it is not a pay-as-you-go monthly subscription. A non-refundable £25 instalment-plan administration fee applies where disclosed before the Contract is formed.

6.4 Payments must be made in full by the due dates. If payment is late, we may send reminders and give a reasonable opportunity to pay. We may then suspend access to Course Materials, teaching and tutor support until the account is brought up to date. Academic deadlines and examination responsibilities continue during a payment suspension.

6.5 A late-payment administration fee of £25 may be charged only where it was disclosed before enrolment and reflects the reasonable administrative cost caused by the late payment. This does not affect any other lawful recovery rights.

6.6 If non-payment continues after written notice, the College may end the Contract under clause 16 and seek payment of sums properly due. We will not recover more than we are lawfully entitled to recover and will take reasonable steps to mitigate avoidable loss.

6.7 International transfers must be made so that the College receives the full GBP amount due. Bank, currency-conversion and transaction charges are the Contracting Party's responsibility.

6.8 A request to change a subject, level, specification, route or duration after enrolment is subject to academic approval, availability and any price difference. A £65 administration fee may apply where disclosed before the change is agreed. We will confirm the effect on fees, timing and cancellation rights in writing before making the change.

6.9 Where a two-year Course requires annual re-enrolment, a Year 2 administration fee of £40 may apply if this was disclosed before the original enrolment.

6.10 A £65 charge may apply for a repeat mock paper where the repeat is additional to the Course provision, requested or required because of the Student's non-attendance or failure to follow assessment arrangements, and the charge was disclosed in advance. No charge will apply where the repeat is required because of College error.

6.11 Course fees and enrolments are personal to the Student and may not be transferred without our prior written agreement.

7. Statutory cancellation rights

7.1 Where the Contract is concluded online, by telephone or otherwise at a distance, the Contracting Party will normally have 14 days from the day after the Contract is formed to cancel without giving a reason (the **Cancellation Period**), subject to applicable law.

7.2 To cancel, the Contracting Party must send a clear written statement to the College using the contact details in clause 22. The model cancellation wording in Schedule 1 may be used but is not compulsory. The cancellation is effective if it is sent before the Cancellation Period expires.

7.3 If the Contracting Party expressly asks us to begin providing teaching or other services during the Cancellation Period and later cancels within that period, we may deduct a proportionate amount for services supplied up to the time cancellation is communicated.

7.4 Where digital Course Materials are supplied during the Cancellation Period, the statutory right to cancel in respect of that digital content may be lost once supply begins only where the Contracting Party has given the express consent and acknowledgement required by law. Any service element remains subject to the applicable cancellation rules.

7.5 Subject to lawful deductions, we will refund sums due within 14 days after being informed of the cancellation, using the original payment method unless otherwise agreed. We will not impose a blanket fixed cancellation deduction during the statutory Cancellation Period where such a deduction is not permitted by law.

7.6 Nothing in this clause limits cancellation or other remedies arising from services or digital content that do not conform to the Contract or applicable consumer law.

8. Withdrawal after the Cancellation Period

8.1 A Student may stop participating at any time, but withdrawal after the statutory Cancellation Period does not itself cancel the Contract or automatically remove the obligation to pay the agreed fixed Course fee.

8.2 A withdrawal request must be submitted in writing. The effective withdrawal date is the date on which the College receives the request, unless a later date is agreed.

8.3 Unless the College agrees otherwise, sums already paid are not refundable and unpaid instalments remain due under the agreed schedule, subject always to consumer law, the College's duty to mitigate avoidable loss and any rights arising from a breach by the College.

8.4 The College may, at its discretion, consider a request for compassionate release, deferral or partial credit in exceptional circumstances such as serious illness or bereavement. Supporting evidence may be requested. Any arrangement must be confirmed in writing and does not establish a precedent.

8.5 Failure to log in, attend, submit work, respond to communications or use Course Materials is not notice of withdrawal and does not suspend payment obligations.

9. College cancellation or material change

9.1 Before the Course starts, we may cancel where there are insufficient enrolments, a tutor or specification becomes unavailable, an Awarding Body makes a relevant change, or delivery becomes impracticable. We will offer, where reasonably available, a suitable transfer, deferral or refund of fees paid for services not supplied.

9.2 After the Course starts, if the College permanently discontinues the Course for reasons not caused by the Student, we will take reasonable steps to offer an alternative or refund the appropriate amount for the part not supplied.

9.3 We are not responsible for the independent decisions of Awarding Bodies, Exam Centres, universities or regulators, but this does not remove our responsibility to provide the Course with reasonable care and skill.

10. Student participation and progress

10.1 The Student must:

- follow the study timetable and Course instructions;
- attend scheduled sessions and meetings punctually;
- complete assignments, quizzes, key assessments and mocks by published deadlines;
- undertake sufficient independent study and revision;
- review College communications and respond within a reasonable time;
- keep personal and emergency contact details up to date; and
- notify the College promptly of circumstances materially affecting study.

10.2 Tutors may provide feedback, targets and progress concerns. The Student remains responsible for acting on that feedback. The College may contact the Contracting Party or, for a Student under 18, their parent or guardian, about attendance, progress, safeguarding or conduct, in accordance with the Privacy Notice.

10.3 Persistent non-engagement may lead to an academic support plan, warning, suspension or withdrawal under clause 16. It does not automatically cancel fees.

11. Examinations and external assessment

11.1 Course enrolment and examination entry are separate processes. Unless the Enrolment Confirmation expressly states otherwise, the Student and Contracting Party are responsible for finding a suitable approved Exam Centre, applying on time, checking entry details and paying all examination-related fees.

11.2 The Student must confirm that the Exam Centre accepts the correct Awarding Body, specification, option, tier and every required component, including written papers, practical endorsements, speaking tests, fieldwork and NEA. Not all centres accept private candidates or every component.

11.3 The College may offer examination services separately. Any examination booking is governed by separate examination terms, deadlines and fees and is not created by Course enrolment.

11.4 Students should begin examination arrangements early and comply with the internal deadline notified by their chosen Exam Centre. Any indicative College date is guidance only unless confirmed as a binding deadline for a separate examination booking.

11.5 The Student is responsible for checking Statements of Entry, timetables, identification requirements, venue instructions, clashes and Awarding Body rules. Written examinations cannot ordinarily be rescheduled for personal convenience.

11.6 Access arrangements are not automatic and cannot be guaranteed. Applications require appropriate evidence and must meet Awarding Body and JCQ requirements and deadlines. The Student must disclose needs early and co-operate with assessment and evidence requests.

11.7 Internal assignments, mocks and tutor feedback support learning and quality monitoring but do not contribute to the final external grade unless the specification expressly provides otherwise.

11.8 The College is not liable for a missed entry, rejected application, absent result or other loss caused by the Student's or a third-party Exam Centre's act or omission. This does not exclude liability for the College's own failure to use reasonable care and skill where it has expressly agreed to provide an examination service.

12. Academic integrity and use of artificial intelligence

12.1 Submitted work must be the Student's own. Plagiarism, collusion, impersonation, contract cheating, fabrication of evidence and unauthorised assistance are prohibited.

12.2 Artificial intelligence tools may be used only where the Tutor or assessment rules permit them. AI-generated or AI-assisted content must not be presented as unaided original work, and any permitted use must be acknowledged as directed.

12.3 Suspected misconduct may be investigated and may lead to work being rejected, resubmission, loss of access, disciplinary action, termination, or a report to an Awarding Body or other appropriate authority.

13. Behaviour and communications

13.1 Students, parents, guardians and Contracting Parties must communicate respectfully and must not abuse, threaten, harass, bully, intimidate or discriminate against staff, tutors, students or others.

13.2 Prohibited conduct includes:

- disruptive, offensive or unsafe behaviour in lessons, meetings or messages;
- malicious or knowingly false allegations;
- recording or publishing a person without permission where permission is required;
- misuse of College systems, accounts, data or Course Materials;
- attempts to gain unauthorised access or introduce malicious software;
- conduct that creates a safeguarding risk; and
- conduct likely to cause serious harm to people, College operations or the rights of others.

13.3 Reasonable criticism, a good-faith complaint or lawful exercise of a consumer right will not be treated as misconduct.

14. Safeguarding, welfare and emergencies

14.1 The College will act in accordance with its safeguarding obligations and policies. Concerns may be shared with parents, guardians, safeguarding partners, emergency services or authorities where lawful and appropriate.

14.2 Online tuition is not an emergency, medical or crisis service. Where there is an immediate risk of harm, the Student or parent/guardian should contact the emergency services or an appropriate crisis service.

14.3 The Student and Contracting Party must promptly disclose information reasonably necessary to manage a known safeguarding or welfare risk.

15. Additional needs and reasonable adjustments

15.1 The College is committed to equality and will consider reasonable adjustments for disabled Students and those with additional needs in accordance with applicable law.

15.2 Needs should be disclosed as early as possible. We may request relevant information to understand the adjustment required. An adjustment must be reasonable, relevant to the Course and within the College's control.

15.3 Adjustments to Course delivery do not automatically create examination access arrangements. Those are determined separately under clause 11.6.

16. Suspension and termination by the College

16.1 We may suspend access while investigating a serious concern, managing an immediate risk, or responding to material non-payment. We will explain the reason in writing unless safeguarding, confidentiality or law prevents full disclosure.

16.2 Except in an urgent or very serious case, the College will normally give notice of the concern and a reasonable opportunity to respond or remedy the breach.

16.3 We may terminate the Contract for a material or repeated breach, including serious misconduct, academic dishonesty, unlawful sharing of Course Materials, persistent non-payment, material misrepresentation, or persistent non-engagement after support and warning.

16.4 A termination decision will be communicated in writing with brief reasons and information about any available review or complaint process.

16.5 Where termination results from the Student's or Contracting Party's breach, no refund is automatically due. Any fee consequences will be assessed fairly, taking account of services supplied, unavoidable commitments, losses reasonably caused, mitigation and applicable law. Properly due sums remain payable.

16.6 We may report serious or suspected unlawful conduct to an Awarding Body, regulator, safeguarding partner, platform provider or public authority where appropriate and lawful.

17. Course Materials and intellectual property

17.1 Unless stated otherwise, all intellectual property rights in Course Materials belong to the College or its licensors.

17.2 The Student receives a personal, limited, non-exclusive, non-transferable licence to use Course Materials for their own study during the access period stated for the Course.

17.3 Course Materials must not be copied, sold, shared, uploaded, published, recorded, adapted, used to train an AI system, or made available to another person without prior written permission, except to the extent permitted by law.

17.4 Access may end when the Course ends, the Contract is terminated or the relevant access period expires. The Student should retain only materials the College expressly permits them to download and keep.

18. Data protection and recordings

18.1 The College processes personal data in accordance with the UK GDPR, the Data Protection Act 2018 and its Privacy Notice. The Privacy Notice explains the categories of data used, purposes, lawful bases, sharing, retention and individual rights.

18.2 Data may be processed where necessary to perform the Contract, comply with legal obligations, protect vital interests, carry out legitimate interests, or on another lawful basis. Consent will be requested only where consent is the appropriate lawful basis and may be withdrawn as explained in the Privacy Notice.

18.3 Information may be shared with tutors, platform providers, professional advisers, payment providers, safeguarding bodies, authorities, Exam Centres or Awarding Bodies where necessary and lawful.

18.4 The College will notify participants if a live session is to be recorded and will explain the purpose and access arrangements. Participants must not make their own recording without prior permission, subject to any legal right or agreed reasonable adjustment.

19. Policies incorporated into the Contract

19.1 These Terms must be read with the current versions supplied or made available at enrolment of the:

- Online Courses Policy;
- Privacy Notice;
- Safeguarding Policy;
- Complaints Policy;
- Equality, Diversity and Inclusion Policy; and
- Academic Integrity or Malpractice Policy, where applicable.

19.2 A policy is contractually binding only to the extent that it is relevant, made available to the Contracting Party, consistent with these Terms and lawful. Policies may be reasonably updated for operational, legal, regulatory or safeguarding reasons. A policy change will not be used to impose a new material financial obligation without agreement.

20. Liability

20.1 The College will provide the Course with reasonable care and skill. If we fail to do so, the Contracting Party may have statutory remedies, including repeat performance or an appropriate price reduction where applicable.

20.2 Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of statutory rights that cannot be excluded.

20.3 Subject to clause 20.2, the College is not responsible for loss that was not reasonably foreseeable when the Contract was formed, loss caused by inaccurate information or a failure by the Student or Contracting Party to follow reasonable instructions, or business losses arising from a consumer enrolment.

20.4 The College is not responsible for the independent acts, omissions or decisions of Awarding Bodies, Exam Centres, internet providers or other third parties, but remains responsible for any part of the service it has expressly agreed to provide and cannot lawfully avoid.

20.5 The Contracting Party should notify the College promptly of a problem and allow a reasonable opportunity to investigate and, where possible, put matters right.

21. Events outside reasonable control

21.1 Neither party is responsible for delay or failure caused by an event outside their reasonable control, such as serious internet or platform failure, natural disaster, epidemic, industrial action, public-authority action, civil emergency, Awarding Body disruption or widespread utility failure.

21.2 The affected party must take reasonable steps to reduce the impact. The College may provide alternative delivery, reschedule services or extend access. If a material interruption continues for an unreasonable period, the parties will discuss a fair transfer, deferral, price adjustment or termination option, having regard to services already supplied.

22. Notices and contact details

22.1 Formal cancellation, withdrawal or complaint notices must be sent by email or post and should include the Student's full name, Course and sufficient information to identify the enrolment.

22.2 Contact details:

Swansea College

18 Mansel Street

Swansea

SA1 5SG

Telephone: 01792 535000

General and course enquiries: office@swanseacollege.com

Examination enquiries: exams@swanseacollege.com

Website: www.swanseacollege.com

22.3 A notice by email is treated as received on the next Business Day after sending, unless the sender receives a delivery-failure message. A postal notice is treated as received two Business Days after first-class posting.

23. Complaints

23.1 Concerns should be raised promptly so they can be investigated and, where possible, resolved.

23.2 Formal complaints must be made under the Complaints Policy. We will acknowledge, investigate and respond within the timescales stated in that policy.

23.3 A complaint does not suspend undisputed payment obligations. The Contracting Party may withhold or dispute a genuinely contested amount where permitted by law and should identify the basis of the dispute promptly.

23.4 Nothing in the complaints process prevents a person from obtaining independent advice or exercising a statutory right.

24. General provisions

24.1 **Assignment:** The Student and Contracting Party may not transfer the Contract without our written agreement. We may transfer our rights and obligations only where this does not reduce the consumer protections or materially disadvantage the Student.

24.2 **No waiver:** A delay in enforcing a right does not waive that right.

24.3 **Severability:** If a court or competent authority finds part of these Terms unlawful or unenforceable, the remaining provisions continue in effect. Any affected provision will apply only to the extent lawfully permitted.

24.4 **Third-party rights:** Except for the Student where the Contracting Party is another person, no person who is not a party to the Contract may enforce it under the Contracts (Rights of Third Parties) Act 1999.

24.5 **Entire agreement:** The Contract records the agreement relating to the Course. This does not exclude liability for fraud or prevent reliance on a statement that has legal effect under consumer law.

25. Governing law and courts

25.1 The Contract is governed by the law of England and Wales.

25.2 The courts of England and Wales will have jurisdiction. If the Contracting Party is a consumer resident in another part of the United Kingdom, they may also have the right to bring proceedings in their home courts and retain any mandatory protections of their home jurisdiction.

Schedule 1 – Model cancellation wording

To: Swansea College, 18 Mansel Street, Swansea, SA1 5SG, or office@swanseacollege.com

I give notice that I cancel the contract for the following online Course:

Course and subject: _____

Student name: _____

Contracting Party name: _____

Address: _____

Date the Contract was formed: _____

Signature (only if sent on paper): _____

Date: _____

Schedule 2 – Acceptance confirmations

The enrolment process should require the Contracting Party to agree:

1. by completing and submitting the application form, they confirm that they have read, understood and agree to be bound by Swansea College's Terms and Conditions.
2. they are authorised to enter into the Contract and, where the Student is under 18, are the Student's parent or legal guardian;
3. they understand that course enrolment does not include or guarantee examination entry unless expressly confirmed;
4. they understand that an instalment plan spreads the fixed Course fee and is not a monthly subscription;
5. where they request services to begin during the 14-day Cancellation Period, they expressly request early commencement and understand that a proportionate charge may be made if they cancel after service has begun; and
6. where digital content is to be supplied during the Cancellation Period, they expressly consent to immediate supply and acknowledge the effect this may have on the statutory cancellation right for that digital content.