



TERMS AND CONDITIONS OF AWARD

Please ask if you, or someone you know, would like this document in a different format or language.

When you accept in writing the offer of a Bursary, Education Maintenance Allowance, Hardship Fund and/or Childcare Award you are also agreeing to the conditions set out in this document. If you fail to keep to any of these Conditions, payment of your Award may be cancelled. If you have received an over-payment you will have to pay back that amount to Moray College.

1 CONDITIONS OF AWARD

The Award granted to you is for your attendance at College for the course and period of time on the course.

- 1.1 The Award is granted subject to your agreeing to the following:
 - (a) **you will achieve and maintain a standard of attendance, progress and conduct as detailed in sections 2, 5 and 6 below**
 - (b) **you will inform the Student Finance Section of any changes to your circumstances which might affect the value or type of Bursary Award offered to you or even your entitlement to Bursary support; and**
 - (c) **you will provide the Student Finance Section with such information and documents which the Section may, at any time, request in connection with your Award**
- 1.2 College reserves the right to reassess a student's entitlement to support from these funds.

2 ATTENDANCE

- 2.1 A student offered a Further Education Bursary, Education Maintenance Allowance, FE Hardship fund and/or Childcare Fund is required to achieve and maintain **at least 100% attendance** throughout the period covered by the Award. **Attendance below 100% is considered to be unsatisfactory and will result in withholding payment of any remaining instalment(s) or cancelling the Award altogether and requiring refund of any payment made, depending on the information provided and the circumstances relating to absence.**
- 2.2 **Absences for the reasons stated in 4.3 below may be** considered as an 'acceptable absence' and not detract from the 100% payment criteria.
- 2.3 You are required, therefore, to inform College Registry immediately of the reason(s) for absence(s). Please note, in Section 4, the procedures to be followed if you are likely to be absent for a prolonged period (i.e. four weeks or more), or are likely to be absent on a number of occasions for a period totalling four weeks on grounds of ill-health, or for other genuine reasons. **Payment will cease after four weeks absence.**
- 2.4 Your attendance will be monitored on an ongoing basis and College will provide reports in this respect to the Student Finance Section regularly throughout the period covered by your Award(s).

3 WITHDRAWAL FROM THE COURSE

- 3.1 If you withdraw or are withdrawn or are considered to have withdrawn from your course on a date before the end of the period covered by your Award(s) and if you have been receiving payments **you may have been overpaid and any overpayment will require to be refunded to the Student Finance Section.**
- 3.2 If you decide to withdraw or are advised by a member of College staff that you have been or are to be withdrawn, **YOU MUST INFORM THE STUDENT FINANCE SECTION IMMEDIATELY.**

- 3.3** Any overpayment will require to be refunded to the Student Finance Section. You should note, therefore, that you (or where your parents have countersigned the Acceptance Form) will be responsible jointly and severally for the refund of any overpayment.
- 3.4** **For recalculation purposes, your last date of attendance is regarded as your withdrawal date.** Overpayment will be calculated on a weekly pro rata basis. The Study (Equipment, Books, Materials etc.) Allowance of the Award will be reclaimed in full if you cease before the October break and half the cost will be reclaimed if you cease before the Christmas break (for students who start the course or whose funding starts in January, the materials reclaim will be effective on the same pattern, 7 and 12 weeks respectively). At the College's discretion, books or essential goods purchased from this allowance may be returned in lieu of monetary payment and their value deducted from the debt

4. ABSENCE ON GROUNDS OF ILLNESS (OR OTHER GENUINE REASONS)

- 4.1** If you are absent from your course because of illness, you must take the following action:
- 4.1.1 if absence is for a period of five College days or less, you must obtain a "Student Absence Form" from College Registry and return it immediately to College;
- 4.1.2 if absence is for a period of more than five College days you must obtain a Medical Certificate from your G.P. or some other member of the medical profession and submit it to College;
- 4.1.3 a Medical Certificate or Student Absence Form must be submitted to College either immediately after an absence of up to five days or within two weeks of the first day of absence where the period of absence is more than five days;
- 4.1.4 if your absence on grounds of illness is likely to be for a period of four weeks (either in one block or a series of absences), you must contact College as soon as possible giving full details of the reasons for and possible length of absence. **You should note that, absence for a period of four weeks or more will result in payments being stopped. These may be re-instated if it is considered by a senior member of College staff that, despite your absence(s), your progress has been such that you will be expected to complete the course satisfactorily and if the circumstances justify re-instatement. However, you should acknowledge that the decision might be that absence(s) has/have affected your progress to the extent that, even if you were able to resume attendance at an early date, you would be unable to complete the course satisfactorily. In such a circumstance, you may be advised to leave College with the possibility of your being granted the opportunity to resume your studies at a later date**
- 4.1.5 absence for reasons of illness on the part of a dependent child of whom you are the sole parent will be taken into account as will absence because of the illness of a relative other than a child so long as you have sole responsibility for that relative who lives in the same household as you. The above conditions will also apply in these circumstances.
- 4.1.6 Where a student is affected by an ongoing medical condition which results in a significant number of absences, or a student suffers unrelated conditions which results in a significant number of absences, certification from a doctor/consultant will be required to consider the absence as genuine.
- NOTE** - You should not assume that you would qualify for payments to be continued merely because you submit Medical Certificates or similar documents to College.

- 4.2** Absence for genuine reasons other than illness will be dealt with as for illness. In such a circumstance, you must keep College informed of the reasons for absence.
- 4.3** Acceptable absence for an EMA student is an absence on the grounds of:
- (a) Illness (payable for a maximum of 4 weeks)
 - (b) Breakdown of the student's method of transport to and from the institution
 - (c) Attendance at a funeral of a close family relative
 - (d) Attendance at a court hearing or probation meeting
 - (e) Authorised college activities
 - (f) Religious holidays
- These are guidelines only and will not guarantee payment. All absences must be notified to the student's Studies Adviser and as far as possible must be arranged in advance.

5 PROGRESS

- 5.1** You will be required to achieve and maintain throughout the period covered by your Award(s) an acceptable standard of progress as agreed in the Individual Learning Plan.
- 5.2** Unsatisfactory progress will be reported by College to the Student Finance Section who will decide, based on the information provided and any recommendation made by College, if any action is demanded with regard to the award(s).

6 CONDUCT

- 6.1** You are required to adopt a code of conduct which includes compliance with College: Rules and Regulations; Policies and Procedures in terms of Equal Opportunities; Sexual & Racial Harassment; Bullying and Discipline; Health and Safety Procedures and Smoking Regulations
- 6.2** College's Copyright Regulations dictate that the training content and materials are provided for your exclusive use and the recording, copying, loan, hire or public broadcasting of such training materials is prohibited.

If you have any queries regarding the Terms & Conditions of Award, please contact, a member of Student Finance Team, Moray College, Moray Street, ELGIN. IV30 1JJ. Tel. 01343 576265. E-mail Student.Finance@moray.uhi.ac.uk.