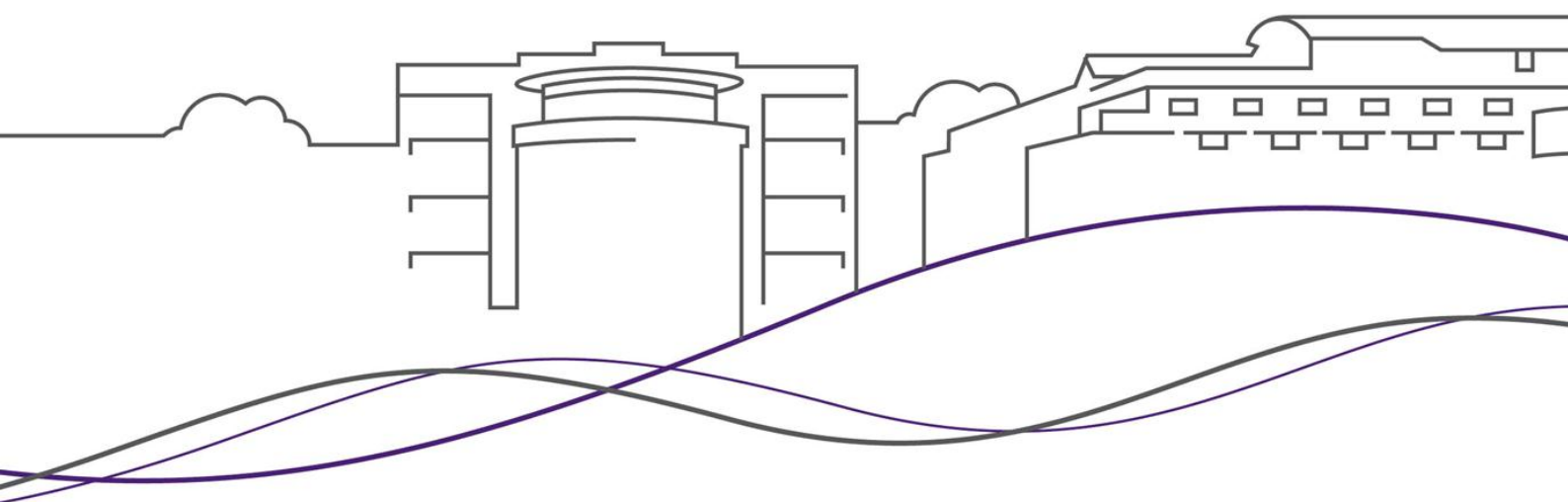




HIGHER EDUCATION

STUDENT CONTRACT

2016-17



South Devon College Higher Education

STUDENT CONTRACT

KEY POINTS:

This contract commits you to paying the tuition fees and any additional costs which are relevant to your course or programme. Before entering into this contract, you should check on South Devon College's website what fees and costs you will be liable to pay. This information is also provided on the programme Fact Sheet which is emailed at the point an offer is made.

Before entering into this contract, you should check that the details of the course or programme (including the locations where they will be provided) meet your requirements.

This contract requires you to comply with the requirements of South Devon College's instrument and articles of government, certain regulations, policies and procedures (as amended from time to time) and any agreement required as part of your course or programme (as referred to in clause 2.2). You will also be required to comply with certain regulations, policies and procedures of Plymouth University as the Awarding Body. Before entering into this contract, you should make yourself aware of these requirements, as indicated and linked on the programme Fact Sheet.

South Devon College has used reasonable endeavours to ensure the content of its Prospectus, Website and Programme Quality Handbook are correct and accurate. However, it might be necessary for South Devon College to cancel or change a course or programme in the circumstances explained in clauses 2 and 3. Changes may be required, for example, due to the unavailability of key teaching staff or on account of developments in learning, theory and practice. Accordingly, South Devon College cannot guarantee that the educational services it provides will be as set out in the Prospectus, Website and Programme Quality Handbook in all circumstances. In the unlikely event that South Devon College is required to make significant changes to courses or programmes, South Devon College will contact you as soon as reasonably possible.

If an entire course or programme is cancelled before its start date, South Devon College will use its reasonable endeavours to provide an alternative course or programme or will refund any advance payment you have made. If part of a course or programme is cancelled or changed, South Devon College will use its reasonable endeavours to mitigate the effect (which may include providing an alternative course or programme).

1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 3.5;

Regulations: South Devon College, and Plymouth University regulations, policies and procedures affecting your academic experience and wider College life as amended from time to time (including those set out on the Website); Annex 1 indicates relevant regulations, policies and procedures confirming which are South Devon College and which are Plymouth Universities

Higher Education Student Handbook: the electronic handbook made available to all Higher Education Students via AppMoodle (for Applicants) and Uni News and Information Moodle (for enrolled students)

Programme Quality Handbook: the electronic Programme Quality Handbook is made available to all Higher Education Students via AppMoodle (for Applicants) and Uni News and

Information Moodle (for enrolled students). Containing the Programme Specification and details of modules. The document is updated annually between June-August for delivery in the September

Terms: the terms and conditions set out in this document; and

Website: South Devon College's website at www.southdevon.ac.uk

- 1.2 When South Devon College use the words "writing" or "written" in these Terms, this will include e-mail unless South Devon College informs you otherwise.
- 1.3 If there is any conflict or inconsistency between these Terms and the other documents referred to in these Terms and forming part of your contract with South Devon College, the following order of priority will apply:-
 - 1.3.1 South Devon College's offer letter to you;
 - 1.3.2 these Terms;
 - 1.3.3 the Website;
 - 1.3.4 Programme Quality Handbook
 - 1.3.5 the Prospectus applicable to your course or programme; and
 - 1.3.6 any agreement relevant to your course or programme.

2 Our contract with you

- 2.1 This document sets out terms and conditions that will form an essential part of the contract between you and South Devon College.
- 2.2 You must also comply with the provisions of South Devon College's instrument and articles of government, its Regulations, and Plymouth University regulations, and the terms of any agreement required as part of your course or programme (details of which are available on the Website). You are responsible for making yourself aware of, and complying with, these requirements. Information on these requirements can be found in the Higher Education Student Handbook and on the regulations, policies and procedures section of [AppMoodle](#) (for applicants) and [Uni News and Information Moodle](#) (for enrolled students). In addition to these you must comply with the following Regulations from Plymouth University: Academic Regulations; Appeals; Academic Offences and Extenuating Circumstance, these are available at <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations>);
- 2.3 Your admission to, and continued registration at, South Devon College is subject to:
 - 2.3.1 any requirements set out in South Devon College's offer letter to you;
 - 2.3.2 any entry requirements relevant to your course or programme;
 - 2.3.3 satisfactorily passing any health, welfare, fitness to practice screening and criminal record checks which apply to your course or programme;
 - 2.3.4 any immigration or visa requirements which apply to you; and
 - 2.3.5 the Regulations and your compliance with them.

For example, if you breach the Student Code of Conduct you ultimately risk being de-registered as a South Devon College student.
- 2.4 The contract between you and South Devon College will become binding when you accept South Devon College's offer in the manner specified or referred to in that letter; this is normally via UCAS.

- 2.5 Before you accept South Devon College's offer letter to you, please ensure that you read these Terms carefully and check that the details in the offer letter to you are complete and accurate.
- 2.6 South Devon College may revise these Terms from time to time to comply with changes in relevant laws and regulatory requirements. If South Devon College is required to make significant changes to the courses or programmes, South Devon College will contact you as soon as reasonably possible to notify you of this and any rights you may have under the Regulations and, if applicable, these Terms.
- 2.7 South Devon College has used reasonable endeavours to ensure the content of its prospectus, Website and relevant Programme Quality Handbook is correct and accurate at the date of publication. South Devon College will take all reasonable steps to provide educational services in the manner set out in the prospectus, website and Programme Quality Handbook. However, South Devon College reserves the right to:
- 2.7.1 vary the terms, content or delivery of courses or programmes;
 - 2.7.2 discontinue, merge or combine options within courses or programmes of study; and/or
 - 2.7.3 introduce new options or courses.
 - 2.7.4 Option modules will normally be run on a majority basis, decided by the programme team.

These changes may be necessary for reasons including the following:

- (a) factors beyond South Devon College's reasonable control (examples of which are set out in clause 3.5 and include the unavailability of key personnel and the acts or omissions of placement providers);
- (b) a commissioning or accrediting body requiring course content to be added or changed;
- (c) developments in learning, theory and/or practice;
- (d) alterations in teaching practice and/or facilities;
- (e) matters of academic judgement; and/or
- (f) the continuous development and improvement of the services offered by South Devon College which may take into account student feedback.

Accordingly, South Devon College cannot guarantee that the educational services it provides will be as set out in the prospectus, Website and Programme Quality Handbook in all circumstances and cannot be responsible for errors or omissions in the prospectus, Website and Programme Quality Handbook. In the unlikely event that South Devon College is required to make significant changes to courses or programmes, South Devon College will contact you as soon as reasonably possible to notify you of this, and any rights you may have under the Regulations and, if applicable, these Terms.

3 Your course or programme

- 3.1 South Devon College will provide education services with reasonable skill and care, including providing you with teaching, learning and/or research opportunities, assessment and other related activities which it considers (acting reasonably) are appropriate for your course or programme; and, subject to you successfully fulfilling the requirements of your course or programme and otherwise meeting your obligations as a student (as referred to in clauses 2.2, 2.3 and 3.2), these will lead to the appropriate award.

- 3.2 We expect you to participate fully in your course or programme, including attending and taking part in formal teaching, learning and/or research events associated with your course or programme; meeting regularly with your supervisory team (as applicable); making appropriate use of all the resources available; and preparing and submitting work within deadlines.
- 3.3 If an Event Outside Our Control occurs, South Devon College may have to change or cancel parts of, or entire, courses or programmes.
- 3.4 South Devon College will not be liable or responsible for any failure to perform, or delay in performance of, any of South Devon College's obligations under its contract with you that is caused by an Event Outside Our Control.
- 3.5 An Event Outside Our Control means any act or event beyond the reasonable control of South Devon College (including, without limitation, unavailability of key personnel without whom South Devon College cannot provide the services, the acts or omissions of placement providers, over or under demand from students, lack of funding, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence or failure of public or private telecommunications networks).
- 3.6 If an Event Outside Our Control takes place that affects the performance of South Devon College's obligations under these Terms:
- 3.6.1 South Devon College will contact you as soon as reasonably possible to notify you of this and of any rights you may have under the Regulations and, if applicable, these Terms;
 - 3.6.2 if an entire course or programme is cancelled before its start date and you have made any payment in advance of that course or programme, South Devon College will use its reasonable endeavours to provide an alternative course or programme, or will refund those amounts to you; and
 - 3.6.3 if part of a course or programme is cancelled or changed either before or after its start date, South Devon College will use its reasonable endeavours to mitigate the effects of the Event Outside Our Control on the performance of its obligations under these Terms (which may include providing an alternative course or programme).

4 Payment of Fees

- 4.1 You are responsible for making payment by the due date of the tuition fees for your course or programme and any other charges incurred at South Devon College. If a third party is paying such amounts on your behalf, such as Student Finance England, you must ensure that payment is duly made.
- 4.2 Information on tuition fees (including how to make a payment) is included on AppMoodle, and information can be provided if requested. There are additional costs for some courses or programmes. Please check the details included on the relevant Programme Fact Sheet.
- 4.3 If you do not pay any tuition fees due to South Devon College by the due date for payment, you may be referred to a debt collection agent, risk having your award withheld and graduation deferred pending payment of all arrears, and not being permitted to re-enrol on a course or programme in accordance with South Devon College's Fee Policy.
- 4.4 If, in South Devon College's reasonable opinion, you dispute an invoice for tuition fees in good faith and have informed South Devon College of that dispute promptly after receiving the invoice, South Devon College will refrain from exercising its rights under clause 4.3 for the

duration of that dispute and will permit you to continue with your course or programme until the dispute has been resolved.

5 Your rights to cancel and applicable refund

- 5.1 You can withdraw from your course or programme at any point.
- 5.2 You have a statutory right to cancel your contract with South Devon College under the Consumer Contracts Regulations 2013. If you wish to exercise this right to cancel, you must notify us of your cancellation request by the end of 14 calendar days starting from the day after you accept South Devon College's offer letter.
- 5.3 In addition to your statutory rights, South Devon College offers its own withdrawal and refund guidance. If you wish to withdraw from or interrupt your course or programme and you are a full time or part time undergraduate student or post graduate taught student, your right to a refund of fees will be as set out in South Devon College's Fee Policy

6 Accommodation, Insurance, Funding and Immigration

During your time at South Devon College, you are responsible for:

- 6.1 making your own accommodation arrangements. Any such arrangements with South Devon College will be subject to separate agreement;
- 6.2 insuring your own personal belongings (unless otherwise agreed);
- 6.3 arranging the funding of all tuition, living and incidental fees and expenses arising from your studies. South Devon College is not responsible for the decisions, actions or omissions of any independent funding providers (including Student Finance England or any successor body); and
- 6.4 satisfying any applicable visa or other immigration requirements.

7 How South Devon College may use your personal information

South Devon College will hold and process your personal data, including sensitive personal data, during and after your time at South Devon College. South Devon College will pass personal data to Plymouth University as the Awarding Body. South Devon College shall only process your data as set out in the Personal Information and Data Protection section of the Student Handbook and in accordance with the Data Protection Act 1998.

8 South Devon College's liability to you

- 8.1 If South Devon College fails to comply with these Terms, South Devon College is responsible for loss or damage you suffer that is a foreseeable result of South Devon College's breach of the Terms or South Devon College's negligence, but South Devon College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of South Devon College's breach or if it was contemplated by you and South Devon College at the time we entered into this contract.
- 8.2 University of Plymouth Students' Union is a separate organisation from South Devon College. Except to the extent required by law, South Devon College is not responsible for the acts or omissions of University of Plymouth Students' Union, whether taking place on South Devon College's campus or elsewhere.
- 8.3 South Devon College does not exclude or limit in any way its liability for:
 - 8.3.1 death or personal injury caused by South Devon College's negligence or the negligence of South Devon College's employees, agents or sub-contractors;
 - 8.3.2 fraud or fraudulent misrepresentation; or

8.3.3 any other act or omission, liability for which may not be limited under law.

9 If things go wrong

9.1 South Devon College aims to provide high quality services to students. Unfortunately things occasionally go wrong. Whatever your complaint you can expect it to be dealt with promptly and fairly and in line with South Devon College's published Higher Education complaints or appeals procedures as appropriate. Information about these procedures can be found on AppMoodle and Uni News and Information pages on Moodle. You will not be disadvantaged or treated less favourably by making a complaint or appeal on an academic matter.

9.2 You have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from student union advice centres, Citizens' Advice Bureaux or Trading Standards offices. Nothing in these Terms will affect these legal rights.

10 Information about South Devon College and how to contact South Devon College

10.1 If you wish to contact South Devon College in writing, or if any clause in these Terms requires you to give South Devon College notice in writing, you can send this to South Devon College by hand, by e-mail or by pre-paid post to the Higher Education Faculty Office, South Devon College, Long Road, Paignton, Devon. TQ4 7EJ. South Devon College will confirm receipt of this by contacting you in writing.

10.2 If South Devon College has to contact you or give you notice in writing, South Devon College will do so by:

10.2.1 email to your South Devon College e-mail account; or

10.2.2 post to a contact address you provide to South Devon College

10.2.3 hand;

11 Other important terms

11.1 South Devon College may transfer its rights and obligations under these Terms to another organisation, and South Devon College will always notify you in writing if this happens, but this will not affect your rights or South Devon College's obligations under these Terms.

11.2 The contract of which these Terms forms part is between you and South Devon College. No other person shall have any rights to enforce any of its terms.

11.3 Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any provision (or part of a provision) is unlawful, it shall be deemed modified to the minimum extent necessary to make it lawful and the remaining provisions will remain in full force and effect.

11.4 If South Devon College fails to insist that you perform any of your obligations under these Terms, or if South Devon College does not enforce its rights against you, or if South Devon College delays in doing so, that will not mean that South Devon College has waived its rights against you nor that you do not have to comply with those obligations. If South Devon College does waive a default by you, South Devon College will only do so in writing, and that will not mean that South Devon College will automatically waive any later default by you.

11.5 These Terms are governed by English law. You and South Devon College both agree to submit to the non-exclusive jurisdiction of the English courts.

Annex 1

Key Regulations, Policies and Procedures for Higher Education Students at South Devon College

Names	Ownership	Location
Academic Regulations	Plymouth University	https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations
Appeals	Plymouth University	https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations
Academic Offences	Plymouth University	https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations
Extenuating Circumstance's	Plymouth University	https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations
Admissions	South Devon College	http://appmoodle.southdevon.ac.uk/ - For applicants Uni News and Information Moodle – For enrolled students
Fees	South Devon College	http://appmoodle.southdevon.ac.uk/ - For applicants Uni News and Information Moodle – For enrolled students
Complaints	South Devon College	http://appmoodle.southdevon.ac.uk/ - For applicants Uni News and Information Moodle – For enrolled students
Code of Conduct	South Devon College	http://appmoodle.southdevon.ac.uk/ - For applicants Uni News and Information Moodle – For enrolled students
Fitness to Study	South Devon College	http://appmoodle.southdevon.ac.uk/ - For applicants Uni News and Information Moodle – For enrolled students