



## HIGHER EDUCATION

## STUDENT CONTRACT (HESEP3)

2019-20

For SDC Awards



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## REVISION HISTORY

Ver	Date	Author	Description
1.0	May 17	A Wilson	Conception
2.0	4 <sup>th</sup> May 2018	A Wilson	General updates
3.0	14 <sup>th</sup> May 2019	A Wilson	Separate into two contracts

## APPROVAL

Ver	Committee	Date Approved	Comments
1.0	HE Strategy Board	May 2017	Approved
2.0	HE Strategy Board	May 2018	Approved
3.0	HE Strategy Board	May 2019	Approved

## **1. Introduction**

- 1.1 This document sets out in detail your relationship with South Devon College. You may have other contractual arrangements (for example, for accommodation or financial support) which will be the subject of separate agreements.
- 1.2 The College may change this document from time to time to comply with any legal or regulatory requirements. If the College is required to make significant changes to this document, the College will notify you of this as soon as possible.

## **2. Your Contract with the College**

- 2.1 Before you accept an offer of a place at the College, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the College by email [university@southdevon.ac.uk](mailto:university@southdevon.ac.uk) or telephone (+44) 01803 540542
- 2.2 When you accept an offer of a place and your contract with the College takes effect, you agree to be bound by the terms of this document and the Colleges regulations, policies and procedures (including the student handbook), any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and the other documents carefully. All Regulations, Policies and Procedures that are related to your studies at UCSD can be found [here](#)
- 2.3 For undergraduate or postgraduate students who receive their offer directly from the College, your contract takes effect when you accept the College's offer of admission in accordance with the terms of your offer letter.
- 2.4 For undergraduates who receive their offer through UCAS, your contract takes effect either:-
  - 2.4.1 when you accept your offer as your "Firm Choice"; or
  - 2.4.2 if you accept your offer as your "Insurance Choice", when your "Insurance Choice" automatically becomes your "Firm Choice" (ie, because you do not achieve the required grades for your original "Firm Choice").

## **3. Immigration requirements**

- 3.1 The College has a legal obligation to ensure that all students comply with relevant visa or immigration requirements and they may report any non-compliance to the Home Office or UK Visas and Immigration (or anybody that replaces it). The College may request information and documents from you to ensure that you are complying with any visa or immigration requirements. You must comply with such requests within a reasonable time (or any specific timeframe stipulated by the College or the University). If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, the College may elect to terminate your contract (whether immediately or otherwise) and withdraw you from your course.
- 3.2 If you are a Tier 4 international student, you must familiarise yourself and comply with your specific attendance monitoring requirements as well as any other requirements specified in your visa. If you do not comply with the attendance, monitoring and other requirements for Tier 4 international students, with the conditions of your Tier 4 or any other visa, or with the United Kingdom's immigration rules, the College or the University may withdraw you from your course and report you to the Home Office or UK Visas and Immigration (or anybody that replaces it).

## **4. Changes to your Programme or this Document**

- 4.1 The College is continuously developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of its students. This may be to reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep programmes, practices and areas of study up-to-date. This may lead to changes in the terms, content or delivery of the Colleges programmes from those set out in the prospectus or on the websites of the College.
- 4.2 If the College decides to make a significant change to your programme of study, it will consult you

in advance on the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the Colleges control, in which case the College will notify you of this as soon as possible and try to minimise any adverse impact on you.

## **5. Your Programme of Study**

- 5.1 The College will provide you with education services (including teaching, learning and, where applicable, research opportunities; course materials and assignments; resources, facilities and support; and administration, enrolment, assessment, placement and other services) and related activities which the College considers appropriate for your programme. Details such as timetable and venue will be provided to you on or after your enrolment as a student.
- 5.2 You will need to participate fully in your programme. This will include attending and taking part in teaching, learning and/or research events included in your programme; meeting regularly with your supervisory team as appropriate; making proper use of all the resources available; and preparing and submitting work on time.
- 5.3 Some courses and modules may require a specific level of attendance. You must comply with such requirements in order to progress with the course or to attain the appropriate award or qualification.
- 5.4 If you are undertaking a health-related course, you must comply with a detailed attendance policy which will be provided to you by the College. Alternatively, you may be subject to attendance requirements specified by an employer, a professional or regulatory body or other party.
- 5.5 Provided that you successfully fulfil the requirements of your programme, pay your fees and otherwise meet your obligations as a student (as set out in your contract with the College) *the College will grant you the appropriate award or qualification*
- 5.6 If your record of engagement is considered unsatisfactory, you may be invited to a meeting to discuss how this issue can be addressed. If you do not attend the meeting (or any subsequent meeting arranged to deal with this issue) without good reason, the College may withdraw you from your course. Further information is available in the Academic Regulations and Procedures section of the College's website.

## **6. Placements**

If your course or programme involves you undertaking a placement, you will be provided with further information by the College. The College will be responsible for any acts or omissions of a third-party placement provider.

## **7. Intellectual Property**

You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your studies or research activities, unless you agree otherwise with the College. This is subject to the College's Intellectual Property Policy which is available on the College website

## **8. Accommodation, Insurance, Funding and Immigration**

- 8.1 During your time as a student of the College, you should:-
  - 8.1.1 arrange your own accommodation. Any accommodation provided by the College will be subject to a separate agreement;
  - 8.1.2 have adequate insurance for your own personal belongings (you are strongly recommended to obtain insurance against risks such as theft and damage) and, where appropriate, medical insurance;
  - 8.1.3 arrange sufficient funding for all tuition, living and other fees and expenses arising from your studies. The College is not responsible for the decisions, actions or omissions of any independent funding providers (such as Student Finance England or any organisation that replaces it); and

- 8.1.4 satisfy any applicable visa or other immigration requirements that apply from time to time, including any language competence requirements.

## **9. Your Personal Information**

9.1 You agree that, during and after your time at the College, the College will each hold and process your personal data (including sensitive personal data) in accordance with the Data Protection Act 1998 and the Personal Information and Data Protection section of the student handbook on the Colleges website.

9.2 The personal data held by the College will include information that you provide as part of the application and enrolment process, as well as necessary information which the College will process whilst you are a student. The personal data will be held by the College to assist with (amongst other things):-

- 9.2.1 the normal functioning of the College (including general administrative and academic functions);
- 9.2.2 providing you with services and support;
- 9.2.3 managing student finances, collecting tuition fees and recovering outstanding debts;
- 9.2.4 managing College accommodation and properties;
- 9.2.5 managing and operating the Colleges Alumni Association and any alumni activities
- 9.2.6 taking disciplinary action, where appropriate;
- 9.2.7 the prevention of crime and disorder; and
- 9.2.8 analysing student records to monitor quality and performance.

9.3 The College may disclose personal data held about you to each other and to other parties, including the following organisations:-

- 9.3.1 Local authority, council tax offices and electoral registration officers;
- 9.3.2 the Student Loans Company, the Local Education Authority and any relevant sponsoring body;
- 9.3.3 the Home Office, UK Visas and Immigration (or anybody that replaces it), the Higher Education Statistics Agency, ESFA, and any professional and regulatory bodies;
- 9.3.4 the Police and other law enforcement agencies and emergency services;
- 9.3.5 debt collection agents, third party service providers and external research and survey organisations; and
- 9.3.6 Grad Intel, employers and prospective employers (for reference purposes), other partner colleges and other educational institutions.

This list is not exhaustive and the College may also disclose personal data held about you to other parties if it considers it to be in your vital interests to do so. You can find out further information (including the circumstances in which your personal information is likely to be shared with other organisations) in the Personal Information and Data Protection section of the student handbook on the Colleges website. This section may be updated from time to time to reflect legal or regulatory changes, or the general academic and administrative requirements of the College. The latest version of the section will apply to your contract with the College from the time when that section is published or updated.

9.4 The College will provide basic details about you to the Students' Union so it can provide you with appropriate services. The provision of information to the Students' Union is governed by a separate data sharing agreement between the College and the Students' Union.

9.5 The College may record lectures and other educational events and activities in which you may be involved. Any such recording will be made in accordance with the College recording policies in force from time to time, which may be accessed on the Colleges website.

9.6 The College may record or photograph you and other students for promotional and other purposes. Wherever possible, the College will notify you of this and provide an opportunity for you to request to be excluded from such activity.

9.7 The College may check the accuracy of information held and processed with external sources or databases.

## **10. IT and Information Security**

10.1 You must comply with all policies, rules and regulations in relation to the use of IT during the course of your studies. These include the Colleges "Use of Computers Policy" and "Information Security Policy" which are available on the Colleges website.

10.2 With regard to the Colleges Policy, use of all IT equipment and its connection to the College's IT network must comply with the "appropriate use of services" element of the Policy. The Policy prohibits the use of computing devices and the College's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. The College may monitor the use (including any personal use) of its network and systems (including telephone, e-mail, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.

10.3 By connecting to the IT network of the College, you are accepting all of the associated risks. This includes when you connect to the network with any of your own devices. The College will not be liable for any damage that is caused by your use of IT equipment and/or connection to the network of the College, except in the case of any foreseeable damage resulting directly from negligence or a failure to comply with this contract on the part of the College.

## **11. Health and Safety**

11.1 The College will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your studies. This applies to all campuses and locations where staff and students may be working or studying.

11.2 The College will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.

11.3 The College will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.

11.4 You must make yourself familiar with all of the College's procedures and regulations relating to health and safety, including the College's health and safety policy (which is available on the College's website) and any specific rules that apply to your course or the building in which you are located. All health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, the College may take disciplinary action against you.

11.5 You must inform the College if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. The College will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

11.6 If you have any queries in relation to your health, safety or wellbeing, you should contact the College.

## **12. Tuition Fees**

12.1 Every student is charged a tuition fee for each year of their programme. Information on tuition fees (including the amounts and how to make payment) is included in the Fees Policies in Appendix 1, and on the College's website. There are additional costs for some programmes. Please check the Programme Fact Sheet for more details of these.

- 12.2 You must pay the tuition fees for your programme and any other charges you incur to the College by the due date. If a third party is paying these amounts on your behalf (such as Student Finance England), you must make sure that payment is made on time.
- 12.3 If your tuition fees are not paid in full on time, you may be referred to a debt collection agent and risk having your award withheld and graduation deferred, or not being allowed to re-enrol on a programme until all arrears have been paid. The College's Fee Policy has more details and is available [here](#)
- 12.4 If you raise what the College considers to be a genuine dispute regarding an invoice for tuition fees and notify the College of that dispute promptly after receiving the invoice, then, until the dispute has been resolved, the College will not exercise its rights under paragraph 13.3 and will allow you to continue with your programme.
- 12.5 Higher and Degree Apprenticeships
- 12.5.1 For students studying Higher or Degree Apprenticeships with a recognised Higher Education Qualification your tuition fee will be funded through the Apprenticeship Levy or ESFA.
- 12.5.2 If during your studies you cease employment you may be able to continue with your qualification (outside of the HA/DA Apprenticeship), subject to alternative funding means such as Student Finance England. If you are unable to source alternative means of funding you will need to withdraw from the programme. If you do not wish to continue, or are unable to secure alternative funding arrangements you will not be able to continue on the qualification and will be withdrawn.

### **13. Student Fee Status Classification**

The College applies government regulations to assess which fee rate should apply to each student.

### **14. The Liability of the College to You**

- 14.1 If the College fails to comply with its contract with you, the College is responsible for any loss or damage you suffer that is a foreseeable result of the College's breach of contract or failure to use reasonable skill and care. However, the College is not responsible for any loss or damage that is not foreseeable or which arises from the acts or omissions of the College. Loss or damage is foreseeable if it is an obvious consequence of the College's breach or if it was contemplated by you and the College at the time the contract was entered into.

The College does not exclude or limit in any way its liability for:-

- 14.1.1 death or personal injury caused by its own negligence or that of its own employees, agents or sub-contractors;
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any other act or omission, liability for which may not be limited by law.
- 14.2 Subject to paragraph 2, the College's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the College shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that the College receives from its insurers in respect of a particular loss, whichever is the greater.
- 14.3 The College will not be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from the College in submitting work and that you retain copies of work submitted.
- 14.4 You will not be liable to the College for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, neither the College will be liable to you for any failure or delay in performing their respective obligations under this

contract which is due to any cause beyond their reasonable control (including those circumstances described in paragraph 17.1 below).

## **15. How to Cancel or Withdraw**

- 15.1 Whether you receive your offer directly from the College or through UCAS, you have a statutory right to cancel your contract with the College under the Consumer Contracts Regulations 2013. If you wish to exercise this cancellation right, you must notify the College of your cancellation request within a 14 days' "cooling off" period, starting on the day after your contract with the College takes effect in accordance with paragraph 22.1.
- 15.2 To exercise this right to cancel, you must provide the College with a clear statement setting out your decision to cancel your contract with the College. Details of how to contact the College are set out in paragraph 19.1. You may use the cancellation form on the College's website for this purpose but you do not have to do so.
- 15.3 In addition to your statutory rights, the Colleges allows full-time or part-time undergraduate students and postgraduate taught students to withdraw from their programmes of study with no fee payable up to 14 days after the commencement of the relevant programme which includes induction week. These rights are set out in the College' Fee Policy.
- 15.4 If any fees are due to be reimbursed to you under the terms of your contract with the College, the College will use the same payment method as you used to make your original payments.

## **16. Programme Changes in Circumstances outside the Control of the College**

- 16.1 It may be necessary for the College:-
- 16.1.1 revise the terms, content or delivery of programmes from those set out in the prospectus or relevant website; or
  - 16.1.2 discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes,
- in circumstances outside the control of the College. These circumstances may include the lack of availability of key personnel without whom the College cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, civil unrest, severe weather or failure of public or private communications networks.
- 16.2 If the services of the College are affected by an event referred to in paragraph 16.1, the College will give you as much notice as possible and:-
- 16.2.1 if an entire programme is cancelled before its start date and you have made any payments in advance, the College will take steps to provide you with an alternative programme or will refund those payments to you; and
  - 16.2.2 if part of a programme is cancelled (after its start date) or changed (either before or after its start date), the College will take steps to mitigate the effects on the services it provides to you (which may include providing you with an alternative programme).
- 16.3 The College also reserve their respective rights to cancel a programme or course before that programme or course starts in circumstances where:
- 16.3.1 an insufficient number of applications, offers or acceptances mean that the student experience cannot be guaranteed; or
  - 16.3.2 the programme or course is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

## **17. Termination of the Contract**

- 17.1 Apart from their other rights to terminate under the terms of this contract, the College may terminate its contract with you with immediate effect by notifying you in writing, if you:



- 17.1.1 fail to pay any outstanding tuition fees;
  - 17.1.2 do not enrol on your course;
  - 17.1.3 are withdrawn from the College for any reason whatsoever;
  - 17.1.4 are convicted of a criminal offence (as set out in the Higher Education Student Code of Conduct); or
  - 17.1.5 commit a material breach or repeated breaches.
- 17.2 Your admission and continued registration at the College are also subject to:-
- 17.2.1 any requirements set out in the College's offer to you;
  - 17.2.2 any entry and attendance requirements relevant to your programme of study;
  - 17.2.3 payment to the College by the due date of the tuition fees for your programme and any other charges;
  - 17.2.4 any health, welfare, fitness to practice screening and criminal record checks which apply to your programme; and
  - 17.2.5 any immigration or visa checks and requirements that may apply from time to time.
- 18.3 Any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of the College, if your application is found to contain information or omissions that are false or misleading.

## **18. Contact with the College**

- 18.1 If you wish to contact the College in writing or are required to give the College written notice of any matter, you can send this to the College by hand, by e-mail [[university@southdevon.ac.uk](mailto:university@southdevon.ac.uk)] or by pre-paid post to *University Centre, South Devon College, Long Road, Paignton, Devon TQ47EJ*. The College will contact you in writing to confirm receipt of this.
- 18.2 If the College has to contact or notify you in writing, each of them will do so by personal delivery, e-mail to your College e-mail account (as appropriate), or pre-paid post to the most recent contact address you provide to the College (as the case may be).
- 18.3 You must:
- 18.3.1 inform the College promptly of any changes in your contact details; and
  - 18.3.2 check your College accounts regularly (at least once per day).

The College is not responsible if you fail to read notices sent to you in accordance with this paragraph 18.

## **19. What if Something Goes Wrong?**

- 19.1 The College aims to provide high quality services to its students. Unfortunately, there may be an occasion where something goes wrong. Whatever your complaint, you can expect it to be dealt with promptly and fairly and in line with the Colleges published complaints or appeals procedures (as updated from time to time). Information about these procedures can be found in the student handbook section of the Colleges website. You can also contact the Faculty Office by email on [university@southdevon.ac.uk](mailto:university@southdevon.ac.uk) or telephone on 01803 540780
- 19.2 You will not be treated less favourably or disadvantaged by making a complaint or appeal on an academic matter. If you are unable to resolve a complaint or appeal with the College, you may be entitled to refer the matter to the Office of Independent Adjudicator (or any organisation that replaces it). Please check the Office of Independent Adjudicator's website at [www.oiahe.org.uk](http://www.oiahe.org.uk) for further information. You may also be able to use the Online Dispute Resolution platform to assist in resolving a dispute relating to your programme which is available at: <http://ec.europa.eu/consumers/odr/>.
- 19.3 You have legal rights in relation to any Colleges services which are not provided 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 your contract with the University

will affect these legal rights.

## **20. College Information**

- 20.1 The College is a further education corporation established under the Further and Higher Education Act 1992 and is empowered by section 18 of that Act to provide further and higher education. The College is an exempt charity under the Charities Act 2011.
- 20.2 The College is regulated by the Office for Students and is subject to inspection by the Designated Quality Body (QAA)

## **21. Other Important Terms**

- 21.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the College, the various documents will apply in the following order of priority:-
- 21.1.1 the College's offer to you;
  - 21.1.2 this document;
  - 21.1.3 the College's website;
  - 21.1.4 the provisions of the prospectus that applies to your programme; and
  - 21.1.5 any agreement relevant to your programme.
- 21.2 The College may each transfer their respective rights and delegate their obligations under this document to another organisation. However, the College will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 21.3 Your contract (of which this document forms part) is between you, and the College. No other person shall have any rights to enforce any of its terms.
- 21.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 21.5 If you are in breach of your contract and the College decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the College has waived its rights against you for that or any other breach, nor that you have been released from those obligations.
- 21.6 This document is governed by English law. You, the College agrees to submit to the non-exclusive jurisdiction of the English courts.
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