

The Higher Education Study Agreement

It is essential that both New College HE students and the College know and understand the expectations between each party. These are set out below.

This study agreement, to be issued at the start of all HE study programmes undertaken at the College, has been produced to ensure all expectations are clearly set out from the starting point of study. (*Franchised or validated programmes may be subject to alternative agreements with partner Universities*).

You will receive a copy of this agreement that covers both academic and general terms, when you start your study with us here at the College. A copy of this agreement can be obtained from your Programme Leader or can be found on the College Virtual Learning Environment (VLE). There are also links to more detailed information within this document, please take the time to click on them and read.

Programme Handbooks:

The information relating to the specific programme will be available to you from the start of your study period. This programme specific information is located within the Programme Handbooks and these are available to you from your Programme Leader and are also located on the VLE.

1. DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

Fees: Fees for tuition, any additional fees, charges or costs payable by you to the College and or University in relation to any programme, service or ancillary to them; details will be set out at induction depending on what HE course you are undertaking

Handbook: Handbooks include the New College HE Handbook and also specific Programme Handbooks for each programme;

Offer: The offer made by the College/University Partner to you to enrol onto a Programme;

Terms: The terms and conditions set out in this agreement;

1.2 When the College use the words “writing” or “written” in these terms, this will include e-mail communication.



2. THE CONTRACT BETWEEN THE COLLEGE / UNIVERSITY PARTNERSHIP AND STUDENT / CONSUMER PROTECTION

- 2.1 These are the terms on which the College will supply any service to you and they contain, but not exhaustively, its rights, your rights as students and consumer protection guidelines.
- 2.2 Please ensure that you read these terms carefully, and check the details of any offer made.
It is our intention to avoid any confusion regarding the study agreement, and would ask you to contact the HE team on 0808 178 3874 or by e-mail to HE@newcollege.ac.uk if you would like to discuss the content contained herein. –
- 2.3 You are required to enrol on your HE course at the start of your programme this could be with our Partnership University depending on the course. Further enrolments will take place for progression opportunities. (E.g. progressing from a HNC to HND or from Year 1 to Year 2 on an FDa or FDSc).
- 2.4 Your offer is conditional and is subject to various requirements, which we will ensure you are made aware of. If you fail to meet these requirements, the College may remove the option to enrol, at which point any study agreement or contract will be automatically terminated.
- 2.5 These terms are subject to the successful completion of your enrolment process at the College/Partners, the point at which your offer becomes unconditional.
- 2.6 You agree to comply with all our regulations and procedures, a copy of which is available from the HE Team, Programme Leaders or on the VLE. We advise that you visit this area to familiarise yourselves with our regulations/procedures.
- 2.7 You agree that any information contained within your application to the College and University is a true and fair reflection at the time when the offer becomes unconditional. You also agree to update the College at the earliest opportunity if any information changes. If these changes mean you can no longer fulfil any requirements for any offer made, this may lead to the termination of any study agreement or contract with you.

3. CHANGE TO TERMS

- 3.1 We will periodically review the terms and make any changes required in order to ensure the College:-
- 3.1.1 Complies with all relevant legislation, updates and regulatory requirements;
 - 3.1.2 Complies with the latest legal advice, national guidance and best practice;
 - 3.1.3 Provides enhanced delivery of any programme;
 - 3.1.4 Align delivery to any industry/sector requirements and recommendations; or
 - 3.1.5 Rectify any errors/omissions.
- 3.2 No variation/changes to these terms will be made without prior written notification and agreement. If you should decide to transfer programmes and we are in agreement this request, your study agreement contract shall be retained in full for your future transition.



4. PROVIDING SERVICES

4.1 The College will supply services to you from the start through to the end date of your programme.

4.2 The College will endeavour to provide all services on time.

4.3 The College will endeavour to deliver all programmes in accordance with Programme Handbook and its partners guidelines. From time to time, it may be necessary to amend programmes. We therefore reserve the right to vary the content and method of delivery and assessment of any programme. In the event of any programme being discontinued or suspended for any reason, the College having consulted with collaborative will undertake all reasonable actions to provide a suitable alternative. Should this prove to not be possible for any reason, refunds shall be made for any fees paid in respect of services that have not been provided.

4.4 You agree to pay fees to the University in accordance with any instructions or guidance provided.

4.5 The College acknowledge that in some cases tuition fees are payable by a third party which may include Student Finance England (SFE) or an employer.

Please note that as the learner, you are principally liable for all fees payable to the University.

4.6 Fees are payable for each year of each programme and you should ensure you are able to pay these fees before enrolling on to any programme.

4.7 You are aware that fees may be revised by the College/Partnership annually. If changes are made, you will be notified by the College in writing.

4.8 You agree to pay any additional fees that may become payable, should you at any point request a change to your chosen programme.

5. DEBTS

5.1 If at the end of any academic year of any programme, any part of your tuition fees remain unpaid, we may not allow to you enrol on any programme for the next academic year.



6. OUR LIABILITY TO YOU

6.1 If the College fails to comply with these terms, we shall be responsible for loss or damage that you may suffer which is a foreseeable result of our negligence. The College will not be responsible for any loss or damage that is not foreseeable.

6.2 We shall not exclude in any way our liability for:

- 6.2.1 Death or personal injury caused by College or College staff negligence
- 6.2.2 Fraud or malpractice

6.3 The College do not accept any liability for any claims arising from your use of a private vehicle.

7. EVENTS OUTSIDE OF COLLEGE CONTROL

7.1 The College will not be liable or responsible for any poor, delays or non-performance if it is deemed to be outside of the control of the College.

7.2 Events which may be outside of College control include strikes, premises lock-outs, industrial action, civil disorder and riots, any form of invasion or terrorism, fires and explosions, private telecommunication works and natural disasters such as floods, storms, earthquakes.

7.3 In the event that any of these events do take place:

7.3.1 We will contact you as soon as is practical.

7.3.2 Our obligations under these terms will be suspended. Where an event like this impacts on the programme we shall endeavour to resume expected performance as soon as physically and practically possible.

7.4 Student Protection Plan

If for any reason this student protection plan is triggered, there are measures, that would take place in order for you to continue your study, such as Teaching Out, Course Transfer and or Support in providing information for alternative provider

Types of Risk covered by this Student Protection Plan.

7.4.1 Discontinuation and course closure:

Because of:

- 7.4.2 Lose of Franchise
- 7.4.3 Cease to operate through no choice of our own
- 7.4.4 Low numbers make a course financially unviable

Campus Closure:

7.4.5 Long term disruption to study due to fire, civil unrest or the like.

Off Site Campus Closure:

7.4.6 Long term disruption to study due to fire, civil unrest or the like.

More detailed information can be found here: www.....

8. YOUR RIGHTS TO CANCEL

8.1 You absolutely have the right to cancel your contract between you and the College at any time:

- 8.1.1 If you wish to cancel before the start of your programme, you can do this without incurring any financial liability. Any payments you have made at this point will be refunded in full.
- 8.1.2 **Should you start your programme and cancel at any point after your start date, you will incur fees. Please read the refund policy at the end of this document in full for comprehensive details regarding refunds.**



10 9. OUR RIGHTS TO CANCEL

9.1 If the College cancels your contract before the programme starts:

- 9.1.1 We may have to cancel a programme due to an event outside College control, the unavailability of key personnel or resources. Should this happen, we will endeavour to contact you not less than 10 working days before the programme start date.
 - 9.1.1 If we have to cancel a programme under clause 9.1.1 and you have made payments, you will be refunded.
- 9.2 The College reserves the right to cancel the contract with you any time, with immediate effect by giving you written notice if:
- 9.2.1 You do not pay the College/University when you are scheduled to or as directed by an agreed payment plan between yourself and the College/University.
 - 9.2.2 You breach the terms of the contract in any other way and you do not remedy the situation within 30 days of the College requesting you to do so.
 - 9.2.3 Any information supplied to the College by you is found to be misleading, false or incorrect.
 - 9.2.4 You receive a criminal conviction or caution.

Share Point Location:	HE Team / Finance			
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**HIGHER EDUCATION PROGRAMME
CANCELLATIONS & REFUND POLICY 2019/20**



New College is fully aware that the decision to study a Higher Education programme here is a very important one and that there are many things to consider, including your academic/career aspirations, personal and family circumstances and financial situation. The interview process here is designed to assist you and ensure that you are able to make the decision that is right for you and that you can commit fully to the programme through to successful completion.

In exceptional circumstances we may accept students onto the HND/C programmes who do not currently hold both GCSE Maths & English at Grade C/4 or above, however, please be aware that you may need to achieve these qualifications if you wish to progress to university to top up your HND to a full degree, as universities may not accept applicants without them.

If for any reason you consider withdrawing from a higher education programme, we would encourage you to discuss your options with your programme leader and/or the finance team prior to making your final decision. They are best placed to give you advice and guidance and it may be that we can make arrangements to help you complete your study programme.

This policy outlines what you will be expected to pay should you withdraw at any point.

The table below shows the refund policy for each year of your HE programme.

How fees are paid	Date of withdrawal	Refund policy
In full	During semester 1	Refund 50% of the full annual programme fee
	During semester 2	No refund
By instalments ** (either College or FlexEd)	During semester 1	Credit note will be raised to the value of 50% of the full annual programme fee. Excess instalments will be refunded or further instalments taken, as applicable.
	During semester 2	All remaining instalments will be taken, with no refund given
By HE Loan	During semester 1	The Loan stops at the date of withdrawal, and the student will be invoiced for the remainder of the annual programme fee up to the value of 50%.
	During semester 2	The Loan stops at the date of withdrawal, and the student will be invoiced for the remainder of the annual programme fee.

** The College/University reserves the right to refuse an instalment arrangement, acceptance of a proposal will be subject to a credit check using the credit reference agency Experian. By signing this agreement you are consenting for this check to be undertaken.

Experian comply with the enhanced information requirements set out in GDPR, all data processing activities and relevant processing conditions are satisfied in order to legitimise the processing of personal data. The necessary steps have been taken to ensure that they are aware of, and communicate to all data subjects whose personal data is being processed, the purposes that their personal data will be processed for. More information can be found at <https://experian.co.uk/gdpr/faqs.html>

Semester dates for 2019/2020

The semester dates for the 2019/20 academic year are as follows:-

Semester One start – 16th September 2019 through to 24th January 2020 inclusive

Semester Two start – 27th January 2020 to 12th June 2020 inclusive

Right to appeal

If you withdraw from a Higher Education programme and feel that exceptional circumstances (i.e. serious illness or death including that of a close family member) prevent you from continuing your programme, you have the right to appeal the remainder of your fees.

Refunds will not be made for matters of inclement weather, minor illness, and changes in accommodation, domestic changes or work commitments. You can email your appeal to us at fees.panel@newcollege.ac.uk but this must be done within 28 calendar days of your withdrawal date.

You also have the right to appeal through the Independent Office for Adjudication. More information can be found in relation to the appeals process and requirements. <https://www.oiahe.org.uk/>

Technology support (Device) for new students from September 2019 (intended issue date first 2 weeks of teaching)

If you are a new student to New College in September 2018 you will receive a device to assist you with your studies. If you withdraw at any point during your programme*, you have the option of buying your device in line with the table set out below, depending on when you withdraw from your course or returning it to the IT department.

Failure to return the device within 7 days of your withdrawal date will result in you being invoiced in line with the table below.

Your entitlement to a device will be determined by documentary proof of a fully approved loan, full payment or an agreed payment plan that covers your course fee's.

*Please note: The definition of *programme* refers a full two year **Higher Education course** that you have enrolled on to and currently studying, it should not be considered as a programme you have previously studied or a programme you wish to study in the future.

Qualification	Date of withdrawal	Device Return/Purchase policy
Year 1 HNC Year 1 HND Year 1 FDa Year 1 FDS	During semester 1	Return Device or be liable for £ 512
	During semester 2	Return Device or be liable for £ 384
	Complete Year one only (not returning for HND)	Return Device or be liable for £ 256
Year 2 HNC Year 2 HND Year 2 FDa Year 2 FDS	During semester 1	Return Device or be liable for £128
	During semester 2	Keep Device

Student signature

Please sign below to state that you fully understand, agree and accept the terms, fully understand our Higher Education Study Agreement & Programme fee and the terms of our Cancellation and Refund Policy.

Name (please print): _____ Student Number: _____

Signature: _____ Date: _____