

Higher Education Student Study Agreement 2022-23

This Study Agreement is applicable to all students of higher education at New College Swindon (Queens Drive Campus and North Star Campus including HE provision within the Institute of Technology) referred to herein as 'the College'.

1. Terms and Conditions of Enrolment

1.1. This study agreement includes Terms and Conditions of Enrolment applicable to all Higher Education Students studying at the college, irrespective of their location or mode of study, and will be published on the College website.

1.2 As a student enrolling on a higher education course at the College, you accept that as part of your contract with the College you will be bound by the following terms and conditions (the Terms), including the policies referred to within, for the duration of your studies at the College. The policies can be found at <https://he.newcollege.ac.uk/students/policies>

1.3 These Terms summarise the key matters you need to be aware of during the course of your studies, subject to any variation or amendment that is notified to you in writing by the College. If you require these Terms or any policies referred to in any other format then please email the admissions team on HEAdmissions@newcollege.ac.uk during the application and enrolment phase, or once you are on site, please contact your course tutor.

1.4 If you are registered with one of our partner Universities on a franchised programme, delivered at the College, please be aware that you will also be bound by your University terms and conditions which can be found on the following links:

[Oxford Brookes University](#)

[University of Gloucestershire](#)

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

1.5.1 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.

1.5.2 Handbook: Your course handbook(s) which will be issued when you start your course, will contain further information relevant to your course.

1.5.3 Offer: The offer of a place made by the College/University partner to you, and subsequent invitation to enroll.

1.5.4 Terms: The terms and conditions set out in this agreement, or that of an awarding partner University, if the course is franchised.

1.5.5 Programme: refers to a full two or three year Higher Education course that you have enrolled on and are currently studying, it should not be considered as a programme you have previously studied or a programme you wish to study in the future.

1.5.6 Partners: refers to any other provider or institution, with which the college has an agreement to deliver HE programmes at the college on a franchised or validated basis.

1.5.7 Franchised: refers to provision where students are registered with a University partner, who will award the qualification, but are taught in whole or part at the College.

1.4.8 Validated: refers to provision where the qualification is awarded by a partner university, but the students are registered with, and taught at the College.

1.4.9 Writing/written: reference to this means of communication refers to a durable medium such as hard copy letter, email or email attachments.

2. Applying to study higher education at the College

2.1 Information about your course of study and the application process is available on the College's website and it is recommended that you review this and make contact with the course team if needed before you complete your enrolment. For further information please see:

- [Course information](#)
- [Admissions Policy](#)
- Your Offer letter
- Your invitation to enrolment letter

2.2 The College sets out expectations of applicants to provide information according to the conditions set out in the offer made to them, and by the deadline specified. Failure to provide the requested information may result in the College being unable to process your enrolment and you not being admitted to your course. You are required to:

- 2.2.1 Provide original evidence of your qualifications, on which your offer for entry to the course was based, and to provide original photographic identification. Any documentation must be received by the College by the specified deadlines and the College cannot be held responsible for any loss suffered as a result of the documentation not being delivered to the correct department by the specified deadline date.
- 2.2.2 Provide evidence of a satisfactory pass of any health, welfare, fitness to practice screening and criminal record checks which apply to your course.
- 2.2.3 Disclose any disability information in order for us to be able to ensure that the correct support is in place for you from the start and throughout your time on your course. Please go to [this](#) link for further information on the support available.
- 2.2.4 Ensure that any UK Visa and/or immigration clearance that you are required to have in order to study in the UK is valid at the time that you enroll and will continue to be valid for the duration of your study. The College may request that you provide evidence of your Visa or immigration clearance and can refuse to enroll you if you are not able to provide evidence of appropriate immigration clearance. It is your responsibility to ensure that all appropriate visas are obtained, the College will not be responsible for any consequential loss suffered as a result of failure to secure the correct visa or clearance to study in the UK.
- 2.2.5 Ensure that you understand the entry requirements are for the course applied for only, and apply to that year of entry. These may change in subsequent years. You may intend to progress onto another course, or to attend another institution for a higher level course on completion of your studies. You should ensure that on successful completion of your current programme of studies, you will have the required entry qualifications for progression, including any additional requirements such as math's, English and science at GCSE, if applicable.

3. Registration

3.1 Once enrolment has been completed you will be registered with the College as your provider of Higher Education, and as such these Terms will apply.

3.2 Students studying on a programme franchised by a University will be required to complete enrolment according to the requirements of the University in addition to the College enrolment process.

3.3 On completion of enrolment, HE students will be issued with an ID card, and identifiable lanyard, which must be worn at all times whilst on the College premises.

4. Your Programme of Study

By completing and signing the College's enrolment form/s you will be confirming that you have been given sufficient information about the:

- 4.1 Title and level of the qualification you are enrolling on
- 4.2 Core modules/units of study and optional modules/units of study and any work based commitments that are required to successfully complete your course.
- 4.3 Number of modules/units you must successfully complete in each year of your study in order to achieve the qualification
- 4.4 Potential award or grading available on successful completion of your course and who is the awarding organisation (e.g. Oxford Brookes University, Pearson, University of Gloucestershire).
- 4.5 Any additional accreditation applicable to your course and any potential costs for applying for such accreditation.
- 4.6 Duration of the course and the format of study
- 4.7 Location of your course
- 4.8 Costs of studying your chosen course and that you are subject to paying course fees for every year of study without any delay, to the College or the relevant awarding University. Please see 6 for further details on fees.
- 4.9 Additional costs associated with your course specialism e.g. field trips, equipment or kit costs, materials, studio hire or bench fees are explained on our website. In the case of kit costs, these will be specified in your course details on our website. In some cases e.g. trips, we will not know exact costs until bookings are made, so these will be made clear in good time ahead of the event or activity. In the event of any change in additional costs you will be notified by the College in as soon as is reasonably possible.

5 Assessment and academic regulations

5.1 You will be subject to the academic and assessment regulations of either the awarding University if your programme is franchised or approved by a University partner, or by the College's Assessment Regulations if you are studying a Higher National Diploma or Certificate. These regulations can be accessed by:

[Oxford Brookes University](#)

[Pearson Qualifications](#)

[University of Gloucestershire](#)

5.2 You are advised to review these regulations in detail and clarify any items you do not understand with your tutor or the HE Office before you undertake any assessments. Your Programme Handbook will also contain details of the structure of your programme, how you can progress through each year/level, and the Programme Specification.

5.3 The College and/or University will approve any outcomes of your assessment and final award

through a Board of Examiners. The process of marking, internal verification/moderation and final assessment will include External Examiner scrutiny of work to ensure the correct standards are maintained.

6 Payment of Tuition Fees

- 6.1 By enrolling at the College you are committing to the College's **Fee Policy**.
- 6.2 Fees are charged in GBP as quoted in the fees policy. Tuition fees may increase in subsequent years for both new and continuing students in line with an inflationary amount determined by government, the College and college partners
- 6.3 If you owe fees from previous enrolments with the College or a University partner either from a previous course or a previous academic year, enrolment on your higher education course will be at the discretion of the College and you may not be permitted to enroll until they have been cleared
- 6.4 You cannot complete your enrolment until you have either made payment of the fees or you have evidence, to the satisfaction of the College, of a payment plan in place such as a student loan or payment by a sponsor (such as your employer)
- 6.5 Fees may be paid directly to the College in instalments for students funding their own studies at the discretion of the Finance Department and on approval of an instalment plan
- 6.6 Failure to pay fees may result in further action to recover monies owing to the College
- 6.7 If you terminate your agreement with the College or University partner other than in accordance with section 7 below, you will be liable for the full amount of fees due for your course
- 6.8 If the College cancels your course, notwithstanding the provisions set out in the **Student Protection Plan** should this be triggered, you will be eligible for a refund according to the details laid out in the **Fees Policy** whereby any part/full refund will be determined by the circumstances of such closure
- 6.9 The College requires evidence of tuition fee payment, usually your payment schedule provided by Student Finance England, or an approved instalment plan, in order to issue your laptop device. Ensure that your application for finance is in good time to provide this evidence, or the issue of your laptop may be delayed.

7 Right to cancel

7.1 Prior to enrolment you can cancel your place by contacting HEadmissions@newcollege.ac.uk

7.2 If you are registered/enrolled with a University partner (excluding validated programmes) you will be subject to their Fees and Funding Policies.

[University of Gloucestershire](#)

[Oxford Brookes University](#)

7.3 If you decide to withdraw following the completion of your enrolment, we encourage you to discuss your circumstances with a member of your Programme Team, or the HE Office staff as soon as possible, as failure to do so may result in tuition fee costs being incurred.

Your withdrawal must:

- 7.3.1 be made in writing to the College and/or University
- 7.3.2 include a reason for withdrawing

7.3.3 provide details of whether or not the withdrawal is permanent or temporary

7.4 Payments made directly to the College or University for tuition fees, and any maintenance loan due to be paid directly to you will be paid according to your schedule of payment, and is based on your continued registration and attendance. It is your responsibility to ensure the College is notified of your intention to withdraw, or you may be liable to repay any subsequent payments made by Student Finance England after your withdrawal date. Any overpayment may impact on your ability to gain further funding, should you wish to study again in the future.

7.5 If you withdraw and you have completed assessments during the year and achieve some academic credit or an exit award this will be considered by the relevant assessment board (or equivalent) at the end of the academic year. You will be notified of the outcome but may not be eligible to attend graduation.

7.6 Any refund of fees that have been paid to the College in advance will be made in accordance with the Fees Policy. In the case of a student who has been sponsored by an employer, refunds will be made directly to the employer, as detailed on the sponsorship form.

7.7 The College may terminate the contract, at any time and with immediate effect by informing you in writing if you are in material breach of these Terms or any of the policies referred to herein and the College will not be liable to you for any loss suffered as a result of such termination.

7.8 Nothing in these terms will exclude or limit the College's liability for death or personal injury caused by the College's own negligence. In all other cases, the College's liability to you for all other loss or damage suffered by you shall be limited to 100% of the total sum paid by you to the College while enrolled on your course, whether your claim is brought under these Terms or otherwise.

8. Suspension of Studies

8.1 If you apply and are successfully granted a suspension of your studies, you will be temporarily withdrawn from the course. Teaching shall be withheld until you return to carry on your studies, thus freezing any costs/student loans, to protect you as a student whilst not in study. When you return to study, which could be in another academic year, you will be enrolled and applicable tuition fees will be charged at that point.

8.2 On returning to study following suspension you will be liable to pay the fees applicable to that year of study. You should be aware that this tuition fee may have increased from the original tuition fee amount. It remains at the discretion of the College to decide that the original tuition fees charged would apply, where your suspension was as a result of personal or medical circumstances beyond your control; this will be assessed on a case by case basis.

9. Student Conduct

You are expected to conduct yourself appropriately whilst studying at the college and abide by the [Student Code of Conduct](#) and the principles set out in the Student Charter during Induction.

10. Complaints

10.1 You have the right to complain about any aspect of your experience as a higher education student at the College at any time. Initially you should try to resolve the complaint informally by talking to your course tutor (or other appropriate staff member) however if you do wish to lodge a complaint you need to be aware of the [Complaints Policy](#).

10.2 If further to your complaint and/or appeal, the College or University have provided you with a “Completions of Procedures” letter and you are still unhappy with the outcome, you may be able to refer it to the Office of the Independent Adjudicator. Please view this link to their website for further information: <http://www.oiahe.org.uk/>

10.3 If you have made a complaint to the College in respect of the delivery of the course or otherwise, this will not permit you to suspend payments due to the College pending the outcome of the complaint. You will still be liable for the College’s fees for the duration of your course, unless following the consideration of your complaint, the outcome provides for a refund, or you subsequently withdraw from your course, in which case fees will apply up to the last date of your attendance.

11. Academic Appeals

11.1 You can only appeal your marks/grades once they have been confirmed by the College’s (or equivalent University) Examination Board at the end of each semester, or academic year. If you are enrolled with a University partner you must always use their academic appeals policy from the outset. If you are on a HND/HNC course you must use the [College’s Appeals](#) procedures.

Please note time limits apply to your ability to make an appeal so you should refer closely to the following policies:

[University of Gloucestershire](#)

[Oxford Brookes University](#)

11.2 If you need any help locating any of these policies please ask your tutor or the HE Office to assist you.

12. Technology support (Device) for new students from September 2022

- 12.1 If you are a new student to New College Swindon in September 2022 you will receive a device to assist you with your studies. To qualify as a new student, you will be studying on a qualifying course as detailed below for the first time, and not retaking all or part of an academic year. Qualifying courses do not include top-up programmes (or other courses of one year or less in duration) or higher, or degree apprenticeship programmes.
- 12.2 Laptops will only be issued once the College in is receipt of proof of tuition fee finance, either through Student Finance England (SFE) funding, or an approved instalment plan, or other agreed means of payment. Students studying on a franchised course will need to provide a copy of their Schedule of Payments from SFE.
- 12.3 It is the student’s responsibility to ensure that they have allowed adequate time for approval of finance prior to the start of their programme. The College will not be held responsible for any delay in the issuing of laptops due to late confirmation of finance being in place.
- 12.4 Once issued, the student is responsible for the maintenance and general condition of the laptop, notwithstanding any minor issues that occur whilst on the college premises, which may be reportable to the IT desk (i.e. printing, connectivity etc.)
- 12.5 Any damage to a laptop whether occurring on or off the College premises which is considered to be willful, or as a result of accidental damage, will require payment by the

student in order to repair the damage/issue. Students can ask the I.T. helpdesk for support with such repairs, and they may use a third party in such circumstances.

- 12.6 Students entering a one year ‘top-up’ course who have not studied their previous course with New College Swindon, can arrange for the loan of device from the library for the duration of their course, subject to availability, and in accordance with the conditions set out in the loan agreement.
- 12.7 Taking receipt of a laptop is optional; students may choose to opt out of this process, for example if they have a laptop which they prefer to use for their studies, or are issued one by their employer. Signing the opt out clause below removes the student from all terms and conditions relevant to the provision of a laptop in Section 12 only, of this agreement.
- 12.8 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, (costs being dependent on when you withdraw from your course) or returning it to the IT department.
- 12.9 Failure to return the device within 7 days of your withdrawal date will result in you being invoiced in line with the table below. The College reserves the right to recover any outstanding costs in relation to the non-return or non-payment of the device.

Qualification	Date of withdrawal	Device Return/Purchase policy
Year 1 HNC (PT)	During semester 1	Return Device or be liable for £721
Year 1 HND Year 1 FdA	During semester 2	Return Device or be liable for £541
Year 1 FdSc Year 1 FdEng	Complete Year one only (not returning for HND)	Return Device or be liable for £361
Year 2 HNC (PT)	During semester 1	Return Device or be liable for £180
Year 2 HND Year 2 FdA Year 2 FdSc Year 2 FdEng	During semester 2	Keep Device

13. Change to the content and/or structure of your course

13.1 The College will endeavor to ensure that the content of the website and prospectus is materially correct and accurate, and takes account of the CMA Consumer Protection Law in protecting our students.

13.2 There may be occasions where the course content or structure varies from that which was originally advertised as a result of changes in the commissioning or accrediting body, approval with a University partner, revalidation of a course or other operational variations that impact and result in the College having to make reasonable adjustments to the course. Where possible these will be communicated to applicants/students in a timely manner, and/or their views on any proposed changes sought, and taken into account where possible.

13.3 As a result of such changes, provisions made as part of the College’s Student Protection Plan may be actioned. Where the changes result in a significant and material change to the content and/or delivery of the course, you will be informed and will have the option and right to either transfer to an alternative course (if appropriate) or to cease studying on that course without penalty. Any fees paid up to the date of the change in the course will be retained by the College as

payment of the services rendered.

13.4 Major changes will be managed via an approval procedure both internally and with the partner university/awarding organisation. If there are changes to the programme structure or content made through such review processes, the College will notify you of the changes as soon as is reasonably possible. These changes will not normally impact on the current year of study, unless by agreement with the student cohort, but may come into effect in subsequent years of study.

13.5 In the event that there is a low number of students applying to your course, or a module of your course, so as to make running the course or the relevant module insufficient to provide a suitable student experience and / or be financially viable, the College reserves the right to cancel the course or the relevant module. You will be notified in writing and support will be provided to find suitable alternative provision.

14. Unforeseen circumstances

14.1 The College will not be liable to you for any loss suffered as a result of events that happen outside of our control such as natural disasters, extreme weather, or events which include, but are not limited to, industrial action, staff illness, terrorist attacks, political unrest, civil disorder, pandemic or loss of essential services.

14.2 In such circumstances we reserve the right to change or cancel your course, in whole or part, or make amendments to the mode of delivery and/or means of assessment of the course, including through use of on-line platforms where face-to face delivery and/or assessment is not possible. Such changes will be communicated to you as soon as possible, once an assessment of the circumstances in question has been carried out.

15. Data Protection

15.1 The College will hold and process your data for its own administrative purposes in accordance with its [Data Protection Policy](#). You must ensure you inform the College of any changes to your personal information throughout your time at the College.

15.2 If you fail to ensure that your personal details are kept up to date, the College cannot be responsible for any information such as assessment outcomes, results, or graduation information which may be missed.

15.3 The College will predominantly communicate with you via your College email address and by using MS Teams as a teaching, learning and communication platform. Your University partner (if applicable) will send you student communications via their email system. Please ensure you check these regularly, or set up a redirect, as the College cannot be held responsible for any loss arising as a result of your failure to do so.

16. Changes to Terms

16.1 The Terms will be reviewed periodically, and in making any updates will ensure:

- 16.1.1 Compliance with relevant legislation and regulatory requirements
- 16.1.2 Compliance with latest legal advice
- 16.1.3 It takes account of National guidance and best practice
- 16.1.4 It takes account of College partners requirements and guidance
- 16.1.5 It is accurate and reflects the current provision of the College

16.2 These Terms will apply to a student for the duration of their programme. If any significant changes are made which affect current students, an appropriate addendum will be added to this document which will be re-issued.

17. Governing Law

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with the law of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim (including non-contractual disputes or claims).

18. Student signature

Please sign below to state that you fully understand, agree and accept the terms of our Higher Education Study Agreement, including Terms and Conditions of enrolment and the policies referred to herein.

Name (please print): _____

Student Number: _____

Signature: _____ Date: _____

19. Laptop provision- opt out

If you do not wish to receive a laptop for your studies at New College Swindon, as you prefer to use a personal device, or a device provided by an employer, please complete the statement and signature below.

I do not wish to be provided with a laptop for my studies, and am opting out of this opportunity. As a result I will not be bound by the associated conditions set out in Section 12 only, of these Terms and Conditions.

I understand that should I require a laptop in subsequent years of study at the College, I may borrow a device from the Library, subject to availability, and in accordance with the terms set out in the loan agreement provided to me at the time of my request.

Name (please print): _____

Student Number: _____

Signature: _____ Date: _____