

# The Higher Education Study Agreement

It is essential that both New College Swindon Higher Education (HE) students and New College Swindon 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 New College Swindon, 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*).

A copy of this agreement will be available on New College Swindon's Virtual Learning Environment (VLE).

New College Swindon is fully aware that the decision to study a HE 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.

All HE programmes at New College Swindon come with entry requirements. These will be specific to the programme, however a grade c/4 in both GCSE maths and English is required. In exceptional circumstances we may accept students onto the HND/C programmes who do not currently hold both GCSE Maths and 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.

## **Programme Handbooks**

The information relating to your 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 from your Programme Leader and 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 New College Swindon 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 Swindon HE handbook and also specific programme handbooks.

**Offer:** The offer made by New College Swindon to you to enrol onto a programme.

**Terms:** The terms and conditions set out in this agreement.

**Programme:** refers to a 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.

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

## **2 The Agreement between New College Swindon and you, the Student**

2.1 These are the Terms on which New College Swindon will supply a HE programme to you.

- 2.2 Please ensure that you read these Terms carefully and check the details of any offer made. If you would like to discuss these Terms please contact the HE team by e-mail at [HE@newcollege.ac.uk](mailto:HE@newcollege.ac.uk).
- 2.3 You are required to enrol on your HE course at the start of your programme. This could also include enrolling at a Partnership University if required by your specific course.
- 2.4 These terms are subject to the successful completion of your enrolment process at New College Swindon, and any partner University where applicable, the point at which your offer becomes official.
- 2.5 By entering into this Agreement you agree to comply with all New College Swindon Policies which can be found at <https://he.newcollege.ac.uk/students/policies>.
- 2.6 Any information contained within your application to New College Swindon and University is a true and fair reflection at the time of signing the agreement. You also agree to update New College Swindon 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. Depending on the reasons for your change in programme, you may still be liable for the remaining course fees.
- 2.7 New College Swindon will act as Data Controller for any personal information you provide to it in accordance with this Agreement and your associated enrolment. In doing so it will comply with all Data Protection Legislation as amended from time to time.

### **3 Change to Terms**

- 3.1 New College Swindon will periodically review the terms and may make, at its sole discretion, any changes in order to ensure it:
- complies with all relevant legislation, updates and regulatory requirements;
  - complies with the latest legal advice, national guidance and best practice;
  - provides enhanced delivery of any programme;
  - aligns delivery to any industry/sector requirements and recommendations; and
  - rectifies any errors/omissions identified.
- 3.2 No changes to these terms will be made without prior written notification.

### **4 Providing your HE Programme**

- 4.1 New College Swindon will supply your HE programme to you from the start through to the end date of your programme.
- 4.2 New College Swindon will endeavour to provide all services on time.
- 4.3 New College Swindon will endeavour to deliver all programmes in accordance with the relevant Programme Handbook and its partner's regulations as published on the relevant partner's website.
- 4.4 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, New College Swindon, having consulted with collaborative partners, will undertake all reasonable actions to provide a suitable alternative. In the event this is not possible, full refunds shall be made for any fees paid in respect of HE programmes that have not been provided. All changes in the provision of a HE programme will be conducted in line with the terms set out in the Student Protection Plan.

## 5 Fees

- 5.1 You agree to pay fees to New College Swindon in accordance with the guidance/instructions provided against the course on the college website.
- 5.2 New College Swindon acknowledges that in some cases tuition fees are payable by a third party which may include Student Finance England (SFE) or an employer. **As the student, you are principally liable for all fees payable to the New College Swindon.**
- 5.3 Fees are payable for each year of each programme and you should ensure you are able to pay these fees before enrolling.
- 5.4 Fees may be revised by New College Swindon annually. If changes are made, you will be notified by New College Swindon in writing.
- 5.5 You shall pay any additional fees that may become payable, should you at any point request a change to your chosen programme.
- 5.6 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 New College Swindon fails to comply with these terms, we shall be responsible for any loss or damage that you may suffer which is a foreseeable as result of our negligence. New College Swindon 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; or
  - 6.2.3 any other matter which, by law, may not be excluded or limited.

## 7 Events outside of College control

- 7.1 New College Swindon will not be liable or responsible for any delays or non-performance if it is deemed to be outside of the control of New College Swindon.
- 7.2 Events which may be outside of New College Swindon's control include but are not limited to strikes, premises lock-outs, industrial action, civil disorder and riots, any form of invasion or terrorism, fires and explosions, private telecommunication works, natural disasters such as floods, storms, earthquakes and pandemics.
- 7.3 In the event that any of these events do take place:
- 7.3.1 New College Swindon will endeavour to provide the programme remotely
  - 7.3.2 New College Swindon will contact you as soon as is practical; and
  - 7.3.3 New College Swindon's obligations under these Terms will be suspended where they are unable to meet them remotely. Where an event like this impacts on the programme we shall endeavour to resume expected performance as soon as possible.

## 8 Student Protection Plan

- 8.1 New College Swindon has in place a Student Protection Plan which provides for continuity of learning in the event that New College Swindon could no longer provide its services in accordance with these terms. A copy can be found [here](#).

This would enable you to continue your studies and are as follows:

- 8.1.1 Teaching Out;
- 8.1.2 Course Transfer; and
- 8.1.3 support identifying and securing an alternative provider.

8.2 The types of risk covered by the Student Protection Plan include but are not limited to

8.2.1 Discontinuation and course closure due to:

- loss of franchise;
- cessation of operation due to no fault of New College Swindon;
- uptake of learners too low to make the course viable.

8.2.2 Campus Closures:

- Long term disruption to study due to fire, civil unrest or (natural disasters)

8.3 In the event that the either party has to rely on it New College Swindon will pay refunds, compensation and bursaries as set out in the Student Protection Plan.

## **9 Your Right to Cancel**

9.1 You have the right to cancel this Agreement at any time:

- 9.1.1 before the start date of your programme. You can do this without incurring any financial liability and any payments you have made at this point will be refunded in full.
- 9.1.2 once your programme has started, although you will incur financial liabilities in accordance with New College Swindon's refunds policy which can be found at clause 12 of this Agreement.

## **10 New College Swindon's Right to Cancel**

10.1. New College Swindon has the right, prior to its commencement, to cancel a programme if the uptake of learners is too low to make the course viable, it is unable to secure sufficient key personnel/resources or due to any other event that is outside of its control. In these circumstances, New College Swindon will endeavour to contact you no less than 10 working days before the programme start date.

10.2. If New College Swindon cancels the programme in accordance with clause 10.1 any payments made will be refunded.

10.3 New College Swindon reserves the right to terminate this Agreement with immediate effect at any time, by giving you written notice if:

- 10.3.1 you fail to make payment of your Fees by the payment deadline, or where a payment plan as agreed, any dates agreed within that;
- 10.3.2 you are in breach of any of the Terms and you do not remedy the breach within 30 days of New College Swindon requesting you to do so;
- 10.3.3 you repeatedly breach any of the Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with it having the intention or ability to give effect to the Terms.

10.4 If the Agreement is terminated in accordance with clause 10.3 you will be liable for the remainder of your Fees in accordance with the refund policy at clause 12.

10.5 If at any point during the term of this Agreement New College Swindon is no longer able to provide the Programme and has to cancel it, they shall do so in accordance with Student Protection Plan.

## **11 Withdrawal**

11.1 If you consider withdrawing from a HE programme, you are encouraged 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 where appropriate will endeavour to make arrangements to help you complete your study programme.

11.2 Any intention to withdraw must be given with 7 days' notice and be in writing to the Lynne Plested.

## 12 Refund Policy

12.1 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	Prior to commencing semester 2	Refund 50% of the full annual programme fee
	During semester 2	<b>No refund</b>
By instalments ** (either College or FlexEd)	Prior to commencing Semester 2	A credit note will be raised to the value of 50% of the full annual programme fee. Excess instalments made will be refunded or further instalments taken, as applicable to ensure that the 50% fee is met
	During semester 2	All remaining instalments will be due, with no refund given
By HE Loan	Prior to commencing semester 2	The Loan stops at the date of withdrawal, and the student will be liable 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 liable for the remainder of the annual programme fee.

\*\* New College Swindon 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.

## 13 Semester dates for 2020/2021

13.1 The semester dates for the 2020/21 academic year are as follows:

13.1.1 Semester One start – 21<sup>st</sup> September 2020 through to 22<sup>nd</sup> January 2021 inclusive; and

13.1.2 Semester Two start – 25<sup>th</sup> January 2021 to 18<sup>th</sup> June 2021 inclusive.

## 14 Right to appeal

14.1 If you withdraw from a HE 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.

14.2 Refunds will not be made for reasons including but not limited to inclement weather, minor illness, changes in accommodation, domestic changes or work commitments.

14.3 Appeal must be made in accordance with New College Swindon's appeals process and emailed to [fees.panel@newcollege.ac.uk](mailto:fees.panel@newcollege.ac.uk) within 28 calendar days of your withdrawal date.

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

## 15 Technology support for new students from September 2020

15.1 New students of New College Swindon (Queens Drive Campus) in September 2020 will be issued with a device to assist with your studies. If you withdraw at any point during your programme you must return your device to the IT department within 7 days of your withdrawal. If you fail to do so New College Swindon will assume you wish to purchase your device and you will be liable for payment in accordance with the table at clause 15.2.

15.2 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 fees. As part of the study agreement students are expected to repay a percentage using the base cost of £609.77. This cost is subject to variable terms and conditions identified in the following table:

Qualification	Date of withdrawal	Device Return/Purchase policy
Year 1 HNC Year 1 HND Year 1 FDa Year 1 FDSc	Prior to commencing Semester 1	Return Device or be liable for 100% of the base cost of the device
	During semester 2	Return Device or be liable for 75% of the base cost of the device
	Complete Year one only (not returning for HND)	Return Device or be liable for 50% of the base cost of the device
Year 2 HNC (PT) Year 2 HND Year 2 FDa Year 2 FDSc	Prior to commencing Semester 2	Return Device or be liable for 25% of the base cost of the device
	During semester 2	Keep Device

**Student signature**

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

Name (please print): \_\_\_\_\_

Student Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_