

Higher Education within Loughborough College

Policy and Procedure Title	Higher Education Student Contract
Date Approved	January 2018
Approved by	Higher Education Academic Board
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Executive Lead	Vice Principal – Curriculum, Quality and Learner Experience
Applicable to:	Staff & Learners
Accessible to:	Staff/Learners/Governors/Public

1.0 Definition of Student Contract:

When you accept an offer of admission to the College you become a welcome member of Loughborough College’s Higher Education Community. Importantly you also enter into a contractual relationship which is established between you (the ‘Student’) and Loughborough College (the ‘College’) for the duration of your studies. It is important that you understand this document (the ‘Contract’) because it summarises the terms and conditions which the Student and the College accept to inform and provide a framework for their contractual relationship.

Before accepting an offer of admission and registering here as a student, you must read this Contract in full. If you have any questions or need support in understanding this document please speak with the Undergraduate Centre at:

Undergraduate Admissions
Loughborough College
Radmoor Road
Loughborough
Leicestershire
LE11 3BT
+44 (0)1509 618359
Undergradadmissions@loucoll.ac.uk

2.0 General:

2.1 This document sets out the principal terms and conditions that will form an essential part of the contract between Loughborough College and you.

2.2 The College reserves the right to make reasonable changes at any time to the terms and conditions as it deems appropriate or necessary. Any substantial changes will be brought to your attention.

3.0 Condition of Admission to the College:

3.1: Your admission to the College is subject to the requirement of adherence to the College's procedures for registration and enrolment.

3.2: You must comply with the terms and conditions set out in this document and with the provisions of the College Code of Conduct, statutes, ordinances, regulations, guidelines, rules, policies, codes of practice, protocols and procedures that are currently in force, which govern your studies, learning and conduct at the College and your use of the services provided to you by the College.

3.3 You must obtain your student ID card and lanyard from enrollers to complete the registration process. Failure to do this may result in you being withdrawn permanently from your College studies.

3.4 You must also adhere to: Any particular conditions and requirements set out in the College's offer letter to you, your programme and module specifications and any College/department guidelines, rules, codes or policies, in particular those that relate to Higher Education provision.

3.5 The offer of a place at the College is usually only valid for the year specified in the College's offer to you. For Higher Education, confirmation of progression between stages or levels of study will follow the recommendations of a relevant exam/progression board. Any fees and charges you are informed of will normally be for the academic year or for the period normally required to achieve the award for which you are to register. Further charges for whole/partial stage retakes will be made normally on a pro-rata basis.

3.6 The College may withdraw or amend its offer to you or terminate your registration at the College if it is discovered that you have made false statements or omitted significant information in your application to the College.

3.7 Our Higher Education courses are validated/franchised by Awarding Bodies/Universities and these may also confer conditions and rights on your programme of study.

4.0 Delivery and Exclusion of Liability:

4.1 The College will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your modules and programme. Specific details relating to the delivery of your programme will be provided before or at the time of your registration on your programme, and also during your study. These conditions and requirements can be changed.

4.2 Where circumstances change outside the reasonable control of the College, the College reserves the right to change or cancel parts of, or entire, programmes of study or services at any time without liability, even after students have registered at the College. Circumstances outside of the College's reasonable control include, industrial action, over or under demand from students, staff illness, lack of or removal of funding by government or a sponsor, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness.

4.3 Courses as advertised are not guaranteed to run – this depends on a number of circumstances. Thus modules may be cancelled, and in extreme cases, a course might be closed. Under such circumstances we will support your transfer and/or completion.

5.0 Payment of Fees and other Charges:

5.1 The responsibility for the timely payment of tuition and accommodation fees and all other charges incurred at the College lies with you.

5.2 You must make payment promptly on demand for fees and charges due to the College or other parties helping deliver part of your programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made in accordance with the College's practice at the time, and additional charges may be levied if payment is not made as required. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the College. If any fee or charge remains outstanding after the due date, the College reserves the right to terminate services and terminate its contract with you. The College may take such action as it deems necessary to recover such fee or charge, including but not limited to excluding you from the College, withholding any award that you might be entitled to and taking legal action against you to recover the outstanding amounts.

6.0 General Student Conduct:

6.1 The Student will abide by the College's rules, regulations, policies and codes that are in force at any given time. These include in particular regulations relating to academic study, learning and assessment; conduct and discipline; use of services and facilities; payment of fees and expenses; health and safety; and intellectual property.

6.2 Unauthorised absence may lead to formal warnings and can even result in you being excluded from the College.

6.3 In addition, for international students, the College has a legal responsibility to report serious cases of non-attendance to the UK government – since this may affect the validity of a student's visa. It is therefore important that you notify your department in advance of absence. If at any time you have problems which may prevent you from attending sessions or continuing as a student, please talk to your tutor or a member of the International department.¹

7.0 Intellectual Property Rights:

7.1 The College will normally be regarded as owning all intellectual property generated by you during your studies.

¹ International students need to comply and follow regulations set out by UK Border Agency (Student Visa Requirements).

8.0 Student Engagement:

8.1: Section 4.3 of the Higher Education Enrolment, Withdrawal and Termination Policy describes what constitutes student engagement and the possible consequences for non-engagement, including in extreme cases, termination of your programme of study. For Higher Education students there is an assumed level of learner independence and autonomy deliberately built into each programme, the level of such independent study increasing as you pass through your degree. It is important that you read and understand the policy. You will be required to agree to and sign an HE Learner Agreement and College Code as part of your registration process. In signing this agreement you are committing to the following:

8.2 Participation and engagement summary agreement:

'I agree to participate fully in the programme of study for which I am enrolled. This will include regular and prompt attendance and participation in each module. I understand that my tutors will keep a register of attendance on all modules. If I am unable to attend a module for a good reason i.e. health, unexpected family commitment etc. I will inform the module leader and agree what steps are needed to compensate for missing any sessions. I recognise that engagement includes wider participation and contributions than simply attending lectures and includes examples such as working independently in the library on study tasks, projects, research, group work, on line forums, presentations, work based learning and laboratory projects/experiments. Where my engagement and/or attendance become an issue, on notification, I agree to attend a meeting with a tutor/programme leader or academic advisor to review any issues, and understand if these cannot be resolved, then I could be at risk of being withdrawn from my programme of study. If such a risk exists, the College will have sought a meeting and will inform me in writing of the risk. Any decision to withdraw a student will normally be confirmed at an appropriate exam/progression board and is always subject to agreement by the Head of Higher Education'.

9.0 Accommodation:

9.1 If you have secured a place in College accommodation, this is subject to your continued registration as a student at the College. There are specific terms and conditions that apply to the provision of such accommodation to you, details of which are available from the College's Accommodation Services at <http://www.loucoll.ac.uk/student-services/accommodation>.

9.2 Students are reminded that during their period of registration they are subject to disciplinary procedures for any misconduct whilst in residence in either Loughborough College, Loughborough University or private rented accommodation. This includes behaviour that offends neighbours, causes a disturbance, is a criminal offence, or breaches the college's code of conduct expectations, and may be subject to college disciplinary procedures. The following are examples of conduct that, should you breach, will likely lead to disciplinary procedures. This is an indicative not an exhaustive list of commitments:

- I commit to not misusing, supplying of illegal drugs, verbal or physical assaults or threats.
- I understand that committing fraud is an offence, as is the possession of a weapon, or using an object as a threatening weapon.

- I understand that damaging the residence, and or neighbours property and goods is unacceptable.
- I commit to ensuring that no actions or words of my own (or others visiting my residence) are of a racial, sexual or discriminatory nature or such they harass a person(s).
- I understand that it is unacceptable to threaten or psychologically assault any staff member, neighbour or fellow resident.
- I will comply with sound Health and Safety practices, including ensuring that I leave no obstructions in an entry/exit, use equipment, chemicals or materials that are a health and safety risk, and manage materials and equipment responsibly.
- Unless I have the landlord's agreement, the keeping of pets is not allowed.
- I understand that my letting agreement applies solely to myself and does not allow for subletting. There will be rule on how many days a friend can stay overnight, it is my responsibility to understand and apply these.
- I am aware that loud music, partying and other behaviours, motor vehicles etc. Might be considered anti-social when they are repeated, happen at times when people are seeking to sleep, work or study.
- I understand that my accommodation is a meeting and social space and as a Higher Education student, a place for sharing and exploring ideas and values. I commit to ensuring that my residence is not used as a place to promote extremism and violence and I will seek advice from the College where I have concerns.
- I am aware that I cannot run a business from my accommodation unless it is agreed in my tenancy agreement.
- If I have a motor vehicle I will park legally and commit to not disturbing my neighbours.
- I commit to keeping the public areas of my residence in good condition and free of litter. Internally, I will comply with the tenancy agreement and enable the inspection regimes.

11.0: IT Facilities:

You will have access to the use of the College's IT facilities while you are a registered student at the College. You must be aware of and observe the rules and regulations governing such use as set out in the College's [Privacy Policy](#) and [IT Acceptable Use Policy](#)

12.0 Liability:

The College does not accept responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against theft and other risks.

13.0 Data Protection Notice:

The College will hold and process your personal data including some sensitive personal data. You agree to this personal data being processed in accordance with the College's Data Protection Policy.

14.0 Health & Safety:

You must abide by the College's Health & Safety Policy, details of which can be accessed at [Health and Safety Policy](#)

You have a legal duty to take reasonable care to avoid injury to yourself or to others and not interfere with or misuse any clothing or equipment provided to protect your health & safety. If you suffer from a medical condition which may be caused by, or made worse by study activities, you should notify the Student Support department.

15.0 Governing Law and Third Parties:

15.1 The contract between you and the College shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

15.2 If any provision of the contract, formed by your acceptance of the College's offer of admission, is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.

15.3 The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

16.0 Questions or Complaints:

16.1 Questions about the Terms and Conditions should be addressed to:

Head of Higher Education
Loughborough College
Radmoor Road
Loughborough
Leicestershire
LE11 3BT

16.2 Should you be dissatisfied with an aspect of the handling of your application, you may address such concerns to:

Head of Higher Education
Loughborough College
Radmoor Road
Loughborough
Leicestershire
LE11 3BT

17.0 Right to Appeal and Complain

17.1 The Academic Appeals Policy outlines the procedures to follow in order to lodge a student appeal. Students are able to appeal against assessment conduct, administration of assessments and consideration by assessors/ assessment boards.

17.2 Students can also appeal to an awarding body/ institution, this would normally be when the internal college processes are exhausted and have not reached a resolution. In this case students should seek advice from their Curriculum Manager, who will guide them to the university/awarding bodies procedures.

17.3 The College has a staged complaints procedure which aims to resolve concerns swiftly and fairly. The purpose of the procedure is to investigate complaints relating to any College policy, procedure or process, academic and support services or facilities, the conduct or actions of a college member of staff or misleading/ inaccurate information regarding academic programmes, fees, services or facilities. Further Information is outlined in the [Complaints Procedure](#).

17.4 Students can also complain to an awarding body/ institution, this would normally be when the internal college processes are exhausted and have not reached a resolution. In this case students should seek advice from their Curriculum Manager, who will guide them to the university/awarding bodies procedures.

17.5 Students can exercise their rights under the Office for Independent Adjudication (OIA). The OIA deals with individual complaints from students, normally when students have exhausted the college or university/awarding body procedures. Students have the right to make a complaint directly to the OIA via the following channels:

Scheme Application Forms are available from the OIA at:

Office of the Independent Adjudicator
Second Floor
Abbey Gate
57-75 Kings Road
Reading
RG1 3AB
www.oiahe.org.uk.

Telephone: 01189 599813

Email: enquiries@oiahe.org.uk

This policy has been assessed for its impact on equal opportunities and will be informed by the aim to eliminate all forms of discrimination in all strands of the equal opportunities legislation.