



# Higher Education Student Contract

July 2017

Version I

**Next Review in July 2019**

## **Higher Education Student Contract 2017-2018**

### **Introduction**

When you accept an offer of admission to the College you become a welcome member of the Moulton College Higher Education Community. Importantly you also enter into a contractual relationship which is established between you (the 'Student') and Moulton 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 are to inform and provide a framework for their contractual relationship.

Before enrolling here as a Student, you must read this Contract in full. If you have any questions or need support in understanding this document please contact the Admissions Team at: [enquiries@moulton.ac.uk](mailto:enquiries@moulton.ac.uk)

You can also phone the team on: 01604 491131

### **General**

1. This document sets out the principal terms and conditions that will form an essential part of the Contract between Moulton College and you.
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.

### **Condition of admission to the College**

3. Your admission to the College is subject to the requirement to adhere to the College's procedures for enrolment. You must comply with the terms and conditions set out in this document and with the provisions of the College's charter, statutes, ordinances, regulations, guidelines, rules, policies, codes of conduct, 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. You will be responsible for making yourself aware of these requirements; information about them can be found on your Moodle Course Information pages and in the Higher Education Quality Handbook here: <http://www.moulton.ac.uk/our-courses/higher-education/quality-standards>
4. You must obtain your Student ID card to complete the enrolment process. Failure to do this may result in you being permanently withdrawn from your College studies.
5. You must also adhere to any particular conditions and requirements set out in the College's offer letter to you, your course and module specifications and any College/department guidelines, rules, codes of conduct or policies, in particular those that relate to Higher Education provision.
6. In addition to any College guidelines, rules, codes of conduct or policies, you will also be required to adhere to any regulations set by the relevant Awarding Organisation.
7. 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 enrol. Further charges for whole/partial stage retakes will normally be made on a pro-rata basis.

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

### **Delivery and Exclusion of liability**

9. The College will provide you with tuition, learning opportunities and other related services which will lead to the award of the appropriate qualification, subject to you successfully fulfilling the requirements of your course. Specific details relating to the delivery of your course will be provided before or at the time of your enrolment, and also during your study. These conditions and requirements may be subject to change.

10. Where circumstances change outside the reasonable control of the College, the College reserves the right to change or cancel whole or parts of any course or services at any time without liability, even after Students have enrolled at the College. Circumstances outside of the College's reasonable control include, but are not limited to; industrial action, over or under demand for the course 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.

Courses are not guaranteed to run as advertised – 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.

### **Payment of fees and other charges**

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

12. By accepting a place on a Higher Education course at Moulton College, you will be principally liable for the payment of the course fees in accordance with the Fees Policy. You must make payment promptly on demand for fees and charges due to the College, or other parties helping deliver part of your course. 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.

If you withdraw from the course or your studies are terminated you remain liable for the course fees for the year, including fees not covered by payments from Student Finance England or by your employer. Refunds are only granted in the event of exceptional circumstances as outlined in the Fees Policy available here: <http://www.moulton.ac.uk/our-courses/higher-education>

Demand for payment will be made in accordance with the College's Fees Policy, and additional charges may be levied if payment is not made as required. If dates have been agreed for periodic payments, 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 its Contract with you. The College may take action as it deems necessary to recover such fees or charges, 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.

### **General Student conduct**

13. The Student will abide by the College's rules, regulations, policies and codes that are in force at any given time. In particular these include, but are not limited to; 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, and include the documents detailed below and on your Moodle course pages.

14. Unauthorised absence may lead to formal warnings and may result in you being excluded from the College. It is therefore important that you notify your Course Manager 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 Course Manager.

In addition, for International Students, the College has a legal responsibility to report serious cases of non-attendance to the UK Government, as this may affect the validity of a Student's visa.

### **Intellectual Property rights**

15. The College will normally be regarded as owning all Intellectual Property generated by you during your studies.

### **16. Student Engagement**

Extensive research has shown that the more fully a student engages with the learning opportunities provided for them on a course of higher education, the more likely they are to be successful in achieving their qualification.

For Higher Education Students there is an assumed level of learner independence and autonomy deliberately built into each course, with the level of such independent study increasing as you progress through your qualification. It is important, therefore, that you read and understand the policy. In enrolling onto your course, you are committing to the following

#### **Participation and Engagement summary agreement:**

*'I agree to participate fully in the course 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 (e.g. health, unexpected family commitment etc.), I will inform the module leader and agree what steps are needed to compensate for any missed sessions. I recognise that engagement includes wider participation and contributions in addition to attending lectures, and includes, but is not limited to, working independently in the library on study tasks, projects, research, group work, online 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/course*

*leader or academic advisor to review any issues, and understand that if these cannot be resolved, I could be at risk of being withdrawn from my course following implementation of the College Student Disciplinary Procedure. I understand that I will be invited to explain my failure to participate before termination of my enrolment on the course occurs, and failure to engage in this process will be considered to be withdrawal. Any decision to terminate a Student's studies will normally be confirmed at an appropriate hearing or exam/progression board, and is always subject to agreement by the Head of Higher Education.'*

### **IT facilities**

18. You will have use of the College's IT facilities while you are an enrolled 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 IT User Code of Practice. Guidance about the Acceptable Use of IT is available on Moodle: <http://moodle.moulton.ac.uk/course/view.php?id=544>

### **Liability**

19. 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.

### **Data Protection notice**

20. 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, which is available on the College website.

### **Health & Safety**

21. You must abide by the College's Health & Safety Policy, details of which can be accessed via your Moodle Course Information page.

You have a legal duty to take reasonable care to avoid injury to yourself or to others and not interfere with or misuse any protective clothing or equipment provided. If you suffer from a medical condition which may be triggered, or made worse by study activities, you should notify your academic team of the college nurses.

### **Governing law and third parties**

22. 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.

23. 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.

24. 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.

**Questions or complaints**

25. Questions about these Terms and Conditions should be addressed to the Higher Education Office, Moulton College, West Street, Moulton, Northampton NN3 7RR

26. Should you be dissatisfied with an aspect of the handling of your application to the College, you may address such concerns to the Higher Education Admissions Coordinator, Moulton College, West Street, Moulton, Northampton NN3 7RR