

## HE Study Agreement

<b>Policy Reference</b>	HE-06		
<b>Issue Date</b>	28 Sept. 2021	<b>Review Date</b>	28 Sept. 2023

## Document Control

<b>Owner</b>	Dean of Higher Education
<b>Audience</b>	All Moulton College Stakeholders
<b>Confidentiality</b>	Low

## Version Control

Version	Description/Changes	By	Date
1.0	Initial Release	DoHE	Sept 2020

## Approval

Approved By	Meeting Date	Next Review
Senior Leadership Team	29 September 2020	29 September 2021
Senior Leadership Team	28 September 2021	28 September 2023

## Related Policies and Procedures

Ref.	Policy
HE-08	HE Programme Cancellation and Refund Policy

## Equality Impact Assessment

Equality Impact Assessment
<i>No change required</i> - The assessment is that the policy is/will be robust. There is no evidence of potentially unlawful discrimination and all reasonable opportunities to advance equality and foster good relations have been taken, subject to continuing monitoring and review

# Higher Education Study Agreement

## Policy Statement

1. This policy sets out the expectations of study for all higher education students at the college. This policy aims to do this for the study period or academic year and are set out below.
2. 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).*
3. 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).

## Programme Handbooks

4. 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.

## Definitions

5. In this Agreement the following words and expressions shall have the following meanings:
  - a. **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
  - b. **Handbook:** Handbooks include the Moulton College HE Handbook and also specific Programme Handbooks for each programme;
  - c. **Offer:** The offer made by the College/University Partner to you to enrol onto a Programme;
  - d. **Terms:** The terms and conditions set out in this agreement;

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

### **The Contract between the College / University Partnership and Student**

- 6. These are the terms on which the College will supply any service to you.
- 7. Please ensure that you read these terms carefully, and check the details of any offer made.
- 8. It is our intention to avoid any confusion regarding the study agreement, and would ask you to contact the HE team on 01604 491131 ext 2021 or email [HE@moulton.ac.uk](mailto:HE@moulton.ac.uk) if you would like to discuss the content contained herein. –
  - a. 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 FDISc or from level 5 to 6 (BSC))
  - b. 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.
  - c. These terms are subject to the successful completion of your enrolment process at the College/Partners, the point at which your offer becomes unconditional.
  - d. 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.
  - e. 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.

### **Change to Terms**

- 9. We will periodically review the terms and make any changes required in order to ensure the College.
  - a. Complies with all relevant legislation, updates and regulatory requirements;

- b. Complies with the latest legal advice, national guidance and best practice;
  - c. Provides enhanced delivery of any programme;
  - d. Align delivery to any industry/sector requirements and recommendations; or
  - e. Rectify any errors/omissions.
10. 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.

### **Providing Services**

11. The College will supply services to you from the start through to the end date of your programme.
- a. The College will endeavour to provide all services on time.
  - b. 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.
  - c. You agree to pay fees to the University in accordance with any instructions or guidance provided.
  - d. 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.
  - e. Please note that as the learner, you are principally liable for all fees payable to the college or a third party.
  - f. 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.
  - g. 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.
  - h. You agree to pay any additional fees that may become payable, should you at any point request a change to your chosen programme.

### **Debts**

12. If at the end of any academic year of any programme, any part of your tuition fees remain unpaid, the college reserves the right not to enrol on any programme for the next academic year.

### **Our Liability to You**

13. 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.
14. We shall not exclude in any way our liability for:
  - a. Death or personal injury caused by College or College staff negligence
  - b. Fraud or malpractice
15. The College do not accept any liability for any claims arising from your use of a private vehicle.

### **Events Outside of College Control**

16. 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.
17. 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.
18. In the event that any of these events do take place:
  - a. We will contact you as soon as is practical.
  - b. 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.

### **Your Rights to Cancel**

19. You absolutely have the right to cancel your contract between you and the College at any time:
  - a. 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.

- b. 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.

## **Our Rights to Cancel**

- 20. If the College cancels your contract before the programme starts:
  - a. 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.
  - b. If we have to cancel a programme under clause 9.1.1 and you have made payments, you will be refunded.
- 21. The College reserves the right to cancel the contract with you any time, with immediate effect by giving you written notice if:
  - a. 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.
  - b. 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.
  - c. Any information supplied to the College by you is found to be misleading, false or incorrect.
  - d. You receive a criminal conviction or caution.

## **Fit to Sit Policy**

- 22. By signing this study agreement you are stating that at the time of doing so you are a fit and able person that will be able to submit an assessment irrespective of the method of submission which means you are declaring yourself as fit.
- 23. You cannot then subsequently claim you were unfit due to circumstances or illness affecting your performance. If you have any queries about the 'fit to sit' policy, or applying for Extenuating Circumstances, you can obtain this information from your course leader and our college VLE.

## **Mitigating or Extenuating Circumstances Policy**

- 24. If you are following a University of Northampton Award at Moulton College and need to apply for Mitigating or Extenuating circumstance your award leader will be able to assist you in this process. You can obtain direct information from the UoN at these pages.

<https://northamptonunion.com/get-support/advice/mitigating-circumstances>

25. For detailed explanations of the grounds for Mitigating Circumstances, please contact us by emailing [su.advice@northampton.ac.uk](mailto:su.advice@northampton.ac.uk) or calling 01604 89 2272
26. If you are following a HNC or HND with Moulton College If for any reason you feel you that you are unable to submit work for an up and coming assessment of any kind, you will be required to submit a Mitigating Circumstances Form.
27. Along with this form you will find a detailed PDF of how the mitigating circumstances decision making process operates. You are required to continue where possible with your assessment until a decision has been made by the College's Higher Education Academic Board.
28. You will find all information on your VLE at this link:  
<https://moodle.moulton.ac.uk/my/>
29. Please email your mitigating circumstances claim form with evidence to support your application to: [EC@moulton.ac.uk](mailto:EC@moulton.ac.uk) Please ensure that you submit evidence relating to the claim for example doctors note. Under no circumstances email your lecturer or award leader with a claim.

### **Student Withdrawal Policy**

30. If for any reason you do not attend college for four weeks without any notification or communication you will be automatically withdrawn from your course. The college will attempt to communicate with you during this time period at least three times.
31. If you are withdrawn from the college following this process your current student finance and future finance could be affected.



## Equality Impact Assessment (EIA)

Please complete both sides of this Equality Impact Assessment and ensure that the latest copy of this is recorded as part of the appendices of the specific policy.

<b>Policy Reference and Name</b>	HE-06 HE Study Agreement
<b>Assessment date</b>	8 September 2021
<b>Completed by</b>	CJ / TM
<b>What are the aims of the policy?</b>	Ensure consistency and parity for students expectations
<b>Who does the policy affect?</b>	Higher Education Students
<b>Who is involved in implementing the policy?</b>	Dean/Quality/Finance
<b>What information is currently available about the impact of this policy and its associated procedures?</b>	NA
<b>Do you need more information to help you make an assessment about the impact of this policy and its associated procedures?</b>	NA
<b>Do you have any examples that show how this policy will have a positive impact on any of the equality characteristics listed in the table below?</b>	By setting out expectations clearly based around college and partners, this will result in positive impact.
<b>Which other policies does this policy link with?</b>	Complaints / Consumer Protection
<b>What consultation has taken place in the development of this policy?</b>	Consultation with admissions, finance, quality.

Use the table below to assess the impact of this policy on each of the listed characteristics. Your decision must be evidence based. Sources of evidence might include success rates, achievement gaps, application and enrolment data, student voice, consultation outcomes, recruitment and employment data, customer feedback or complaints, meeting minutes.

Characteristic (These characteristics are protected under the Equality Act 2010)	Negative impact? Y / N	Evidence to support your impact assessment decision	Requires further action? Y/N
Age	N	Same clear concise information with additional sign posting for more info for all characteristics	N
Disability	N	"	N
Race	N	"	N
Gender, inc. re-assignment	N	"	N
Sexual orientation	N	"	N
Religion / belief	N	"	N
Pregnancy / maternity	N	"	N
Marriage / civil partnership	N	"	N
Socio-economic	N	"	N

### Overall EIA judgement

Select	
✓	<b>No change required</b> - The assessment is that the policy is/will be robust. There is no evidence of potentially unlawful discrimination and all reasonable opportunities to advance equality and foster good relations have been taken, subject to continuing monitoring and review
	<b>Adjust the policy or practice</b> - This involves taking steps to remove any barriers, to better advance equality and/or to foster good relations. This may involve removing or changing the aspect of the policy that creates any negative or unwanted impact. It may also involve introducing additional measures to reduce or mitigate any potential negative impact
	<b>Continue the policy</b> - This means adopting/continuing with the policy despite the potential for adverse impact. Set out the rationale for this decision, including how the decision is compatible with our legal obligation. Where there is discrimination, but it is considered not to be unlawful – the objective justification must be recorded
	<b>Stop the policy</b> - If there would otherwise be unlawful discrimination or adverse effects that are not justified and cannot be prevented/mitigated