



New College Stamford
All round excellence

HE Student Terms & Conditions

2019-20

New College Stamford

Drift Road, Stamford PE9 1XA

INTRODUCTION

We know that you are given a lot of information when you are starting Higher Education and it can be a bit overwhelming. To make this easier for you, we have put all the rules and legal stuff in this one agreement so you always know where to find it. Some of these things may not seem very important right now, but you need to know they are there, and to be able to find them easily later if you need to. Please read through this agreement and keep it safe so that you can look at it later.

This student agreement forms the basis of the contractual relationship between you and us. It is important that you read this agreement before applying to New College Stamford, accepting an offer or enrolling with us. To keep this Agreement as short as possible, we refer to other documents which provide more details about the College regulations. These are all available to view at <http://www.stamford.ac.uk/departments/he-centre/policies-procedures/>. Please make sure you familiarise yourself with them.

EXPECTATIONS

Higher Education is a two-way activity, requiring commitment on both sides. This section sets out what you can expect of us and what we expect of you.

You can expect us to:

- deliver high-quality teaching and effective management of your programme of study
- provide suitable learning resources and facilities that are fit for purpose
- make available an academic support service dedicated to Higher Education students to help you develop your academic skills
- deliver a range of activities that are designed to develop transferable skills and attributes necessary for future employment
- make available careers development that is embedded into your programme study and available individually to help you with your future career
- give you access to Google Classroom, which will contain up to date teaching resources to support you with your learning.
- provide you with a programme handbook which, along with Google Classroom, will provide up-to-date and accurate information about your programme and assessments
- consult with you and let you know as soon as possible if we need to alter anything related to your programme, such as timetabling, location, type of class, assessment or programme content
- ensure you receive timely feedback on your work that is constructive and enhances your learning
- encourage you to feedback on the quality of your programme and comment on your overall experience, and then communicate any outcomes with you

- invite you to get involved in college committees and governing bodies to enable you to have your say in the planning and management of Higher Education delivery

We expect you to:

- take responsibility for your own learning and development, working in partnership with staff to become a self-reliant, independent learner
- actively engage with your programme by attending and participating in all taught sessions, completing and submitting all work assigned to you by the published deadline and carrying out any related work placements
- respect the physical environment, staff members, fellow students and our neighbours
- make use of the Academic Support Service and Careers Service when necessary to support your learning and future progression
- familiarise yourself and comply with College regulations
- familiarise yourself with the information provided about your programme, as published in your programme handbook and on Google Classroom
- check your email account and google classroom regularly both during and outside term time so that you are aware of relevant information in good time
- share your ideas and comments about your programme and overall experience with us by providing feedback through induction questionnaires, module evaluations and the National Student Survey, or by becoming a Student Representative
- ensure the personal details we hold about you, including your current term-time and home address and personal email address, are accurate, and are updated with Student Services as soon as they change
- protect the authentication details used to access College services. This includes not sharing the password you use to access services with anyone, being mindful of fraudulent attempts to steal your password (e.g. phishing emails) and keeping your password unique from other internet services
- make prompt payment of any charges made by the College

MATERIAL INFORMATION

Material Information is the term used to describe all of the information we provide you to help you make an informed decision about whether to study with us. This includes information about our programmes published in our prospectus and on our website, and information about our rules and regulations set out in this document or other policies and procedures.

Material changes to terms and regulations

We will try not to make material changes to the terms and regulations we set out in this and other documents. However, we may need to do so in response to changes in legal requirements or government policy. If this is necessary, we will give you reasonable notice

of these changes and the date they take effect. We will also make all amended documents available to you on Google Classroom and/or via the College website.

Material changes to Programme Content

We will try not to make material changes to the programme content that is described within the prospectus, website and programme handbook. However, on occasion, we may make a strategic decision to make changes to make sure that the curriculum, teaching and learning methods and forms of assessment are up-to-date, maintain academic standards and enhance the quality of learning opportunities for students. We will normally make changes only if the overall effect of the changes is not significant and is either neutral or advantageous to students. Other changes may sometimes be unavoidable because of unforeseen issues such as staff availability or other resources.

If you have applied for a programme, we will contact you if we make significant changes to the programme information on our website or to other information we have given to you. If a significant change causes you exceptional hardship, you have the right to apply for compensation; the terms of this are set out in the Fees Policy.

For detailed information about material changes please see the Student Protection Plan available at www.stamford.ac.uk

CANCELLATIONS AND DEFERMENTS

Your right to cancel

Once we have made you an offer of a place on a programme, setting out any conditions associated with the offer, and you or your appointed representative have accepted it, you have entered into a legally binding agreement with us. If you want to withdraw from this agreement and cancel your acceptance of an offer, you must notify us within 14 days of the date that you accepted the offer.

- for applicants applying through UCAS, this means 14 days from the date that you/your appointed representative accepted the offer as your Firm or Insurance choice in UCAS Track.
- for applicants applying directly, this means 14 days from the date when you/your appointed representative returned your acceptance document.

You must let us know in writing of your decision to cancel the acceptance of your offer.

If you paid any fees or a deposit when you accepted an offer, and you withdraw within 14 days of accepting the offer from us, we will refund those fees or that deposit in full. If you wish to claim a refund, you must email finance@stamford.ac.uk. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

If you want to defer your start, you must contact student services as soon as possible. You may be able to defer entry until the following academic year or the next intake for your programme, but this may not always be possible. If you want to defer for more than one intake, we may ask you to re-apply, and if you have paid a deposit, we will not refund it unless you cancel within 14 days of accepting the offer.

Our right to withdraw your offer

The offer that we make to you will be either conditional or unconditional. If your offer is conditional, we will set out the conditions which you will need to fulfill to be admitted onto your chosen programme.

The College reserves the right to withdraw an offer if:

- you do not meet the academic conditions of your offer or other non-academic conditions required for entry to your specific programmes. For some programmes, applicants are required to undertake DBS checks and work-based agreements. All additional non-academic requirements are clearly stated on the individual programme pages of the prospectus and website.
- you provide incorrect or fraudulent information which results in an offer of a place being made.

Cancellation of a Programme

The College may make a strategic decision to close a programme because insufficient enrolments render it non-viable from an academic, student experience or resourcing perspective. In such cases where a programme is closed, the College will consult all existing students and applicants as early as possible prior to the proposed programme closure and is highly likely to 'teach out' the original programme, enabling existing students to complete their programme. This will always be the preferred option, however, very occasionally, this may not be considered viable on academic and student experience grounds, in which case the College will offer the following options.

- transfer the applicant/student to a similar or replacement programme at NCS, where available.
- invite all applicants/students to have individual support and guidance with the careers team and subject specialists if appropriate. Support applicants/students in finding alternative programmes at other institutions which are appropriate to the applicant.

For detailed information about programme closures, please see the Student Protection Plan at www.stamford.ac.uk

If a cancellation to a programme causes you exceptional hardship, you have the right to apply for compensation, the terms of this are set out in the Fees Policy.

FEES

We are committed to a fair and transparent policy for charges made to our students which is set out in our Fees Policy. We will use reasonable efforts to tell you promptly if any fees or charges are payable, along with details of the arrangements for payment.

You are personally responsible for ensuring that your tuition fees are paid, even if you are sponsored by a third party, have applied for a student loan or a third party is paying them.

UK and EU students may be eligible for a tuition fee loan from the Student Loan Company. If your loan application is accepted, the Student Loan Company will pay your tuition fees to us directly. If not, you must pay your fees in full. You will need to apply to the Student Loan Company for each year of your programme.

You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter. In the event that your tuition fees have not been paid in full by the relevant final payment date, the College shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the contract

Payment of fees may be made in three installments at the beginning of each term. If you choose to pay by installments then you will be liable for an admin fee of 5% of the total instalment figure.

We may take legal action against you in relation to non-payment of tuition fees. It is important that you tell us if you change your contact details or address so we can contact you about payments.

Fees are subject to revision annually. Fees quoted are for the current year only and may vary slightly from one year to the next. The tuition fees will only increase by a maximum of the Retail Price Index (RPI) annual rate of inflation to reflect the increased costs of delivering the programme.

If you have any concerns regarding payment of fees or require further information about tuition fees please contact the Finance Department.

Other charges

We try to avoid charging additional fees for things you need for your study, but there may be charges for some things, including optional activities. You must pay additional fees and charges within 30 days of the date of our invoice.

There may be additional costs relating to your programme which you agree to pay to the College or to a relevant third party. Additional costs may include field trips, theatre and museum visits, compulsory texts, materials, specialist clothing and printing costs. Whilst the College makes reasonable efforts to ensure information regarding additional costs is correct, from time to time, further or different additional costs are incurred in order to maximise the educational opportunities for its students.

DATA PROTECTION

Under the Data Protection Act 2018 (“DPA”) a student has the right to check the information held about them, but students also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date.

Requests for personal data can be made in the form of a Subject Access Request which can be done verbally or in writing.

The College holds information about all applicants and all students. The College uses the information from your application:-

- to process your application, to collect feedback and to send you information about the College and its events, such as open days; and
- if your application is successful the College will also use the information it holds about you to deliver your programme, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems.

The College is obliged to send student data to relevant government agencies for their use, such as the Office for Students, the National Student Survey (NSS), the Higher Education Statistics Agency (HESA), UCAS and the Destinations of Leavers from Higher Education survey (DLHE).

ASSESSMENT

When you receive credit for your modules, you will be able to count that credit towards a qualification. You need to meet the assessment requirements for your programme before going on to the next year of study or receiving your qualification. You may have to withdraw from the programme if you do not meet these requirements. We use academic judgment to decide whether you meet the learning outcomes of your studies. Details of the assessment arrangements are in your programme and module handbooks.

Extenuating Circumstances

From time to time, unforeseen events such as serious illness, may arise which prevent students from completing assessments within the time allowed or impact adversely on the quality of the assessment submitted. Such events are referred to as extenuating circumstances. Please note that normally extenuating circumstances cannot be claimed less than 7 days prior to your assessment deadline, and all claims must be supported with evidence. If you wish to make a claim for extenuating circumstances, please consult the Extenuating Circumstances Policy for guidance.

Appeals

An academic appeal is defined as a request for a review of a decision of the Board of Examiners, which is the body charged with making decisions on student assessment, progression (i.e. progress from one stage or level of a programme to the next) and awards. If you wish to make an appeal, please consult the procedure for academic appeals for guidance.

You may request to review a decision of the Board of Examiners if you believe:

- there has been an arithmetical or other factual error;
- there has been a procedural irregularity relating to the assessment which the Board has not taken into account
- the Board has failed to give proper consideration to extenuating circumstances or other information presented to it
- there were extenuating circumstances which you not disclose to the Board. You will be required to demonstrate that there were good reasons why the circumstances were not disclosed at the time of the Board

An appeal may not be made regarding matters of academic judgement of the examiners concerning the outcome of an assessment or the level of award recommended or granted.

ACADEMIC OFFENCES

Plagiarism

If a student submits an assessment containing work that is not the student's own work, or submitted for another assessment without acknowledging the sources, the student commits 'plagiarism'. This is a College offence. We define plagiarism as the act of presenting the material, ideas, and arguments of another person as one's own. The HE Academic Misconduct Policy & Procedure explains how we deal with plagiarism.

ATTENDANCE

The College expects students to attend learning and teaching sessions associated with the programme on which they are enrolled, unless exemption has been agreed with the Programme Leader. The College will work with students to support them to ensure they are able to meet these expectations. The learning and teaching methods for each programme and component modules are set out in the Programme Handbooks and/or associated programme materials.

There will be occasional circumstances where ill health or other legitimate reasons prevent students attending sessions. Students are responsible for informing the lecturer and/or Programme Leader of these circumstances. In these circumstances the student should email the lecturer directly and also contact the College's absence line. If students are on placement, then the host should also be notified.

Where a student's attendance regularly falls below 90%, they will be required to meet with their programme leader and/or the Head of Higher Education. If there is no improvement and the student's attendance continues to be below expected standards, then the College reserves the right to withdraw that student.

For detailed information about Attendance, please see the HE Attendance Policy.

DISCIPLINARY MATTERS

The College seeks to maintain high standards of behaviour and operates a fair and transparent disciplinary procedure to help achieve this. The details of the process is set out in the HE Disciplinary Procedure which you are expected to familiarise yourself and comply with.

Disciplinary offences may lead to suspension or withdrawal from your programme of study.

In the event of withdrawal

The relationship, and this Agreement between us, will end if either you withdraw from the College or we require you to withdraw for any of the reasons set out below.

We may require you to withdraw from the College, and reserve the right to terminate our relationship with you, in writing, with immediate effect if:

- you fail to comply with our Student Disciplinary Regulations or any of the other policies that apply to you
- the Head of Higher Education makes a decision, based upon your academic performance or attendance, that you should not be permitted to continue with your programme

- you fail to pay your fees
- it comes to our attention that you have failed to provide us with all relevant information, or have supplied false or misleading information, in relation to your application
- your behaviour represents a significant risk to the health, safety or welfare of yourself or others, as detailed in the Fitness to Study Policy

If we require you to withdraw from the College for any of the reasons set out above, and you disagree with the decision, you will have the right to submit a complaint under the HE Complaints Procedure.

If you withdraw, or are required to withdraw you must:

- stop studying on your programme
- return your student identification card and all other property (including library resources) owned by us
- pay all outstanding fees immediately
- leave the premises immediately

COMPLAINTS

The college seeks to maintain high standards both in the quality of the education which it offers to students and in the administrative and other services which support its academic provision. The HE Complaints Procedure sets out the steps that should be followed should you consider that there has been a failure to maintain those standards of a kind which would make it appropriate to make a complaint. It also set out the steps that will be followed in order to investigate complaints and, where they are found to be justified, to identify the action that should be taken.

Should you exhaust the College's internal complaints procedures but remain unhappy with the outcome, you have a right to complain to the Office of the Independent Adjudicator whose website is at www.oiahe.org.uk

FITNESS TO STUDY

The College has a duty of care to its community and takes your well-being very seriously. We will undertake to support you if you present a health concern, risk to yourself or to others. Your fitness to study may be questioned if health problems are disrupting your studies or the studies of others, or result in unreasonable demands being placed on staff or other students.

If you have concerns regarding your fitness to study, please consult the Fitness to Study Policy

INTELLECTUAL PROPERTY

The College does not generally seek rights to work made by students, however, in some circumstances the College may require an undergraduate to assign all his or her rights of work. In these cases, the students will be informed beforehand.

DECLARATION

I confirm that I have read and agree to the Terms and Conditions

Name	
Signature	
Date	