

Provider's name: Newham College of Further Education

Provider's UKPRN: 10004607

## **The Student Contract**

Academic Year 2022/2024

This document sets out the terms and conditions between the College and students on our Higher Education courses.

When we confirm your acceptance of an offer of a place on a programme at the College, a legal contract is formed between you and the College on the basis of the terms and conditions of your offer set out in your offer letter and the terms and conditions set out here. This document therefore contains important information which you need to read carefully prior to accepting your offer to ensure that you understand its contents.

If you have any questions about these Terms and Conditions, please contact

[he.registry@newham.ac.uk](mailto:he.registry@newham.ac.uk)

### **1 Mutual rights and obligations**

The College is committed to providing you with a challenging learning experience that can help you reach your full potential. The College strives to provide excellence in teaching and to enhance the student experience by focusing on the needs of our students, seeking to instil a shared sense of inclusiveness, collegiality and community. It aims to equip versatile graduates with the confidence to apply what they have learned for the benefit of society.

The creation and management of an environment that is conducive to learning and research and to the enjoyment of a positive student experience requires all members of the College, staff and students alike, to treat each other with mutual dignity and respect. The College requires all its students to behave responsibly and to maintain standards of good conduct at all times.

Anti-social behaviour or any other form of student misconduct, however minor, can negatively affect the good order of the College and disrupt the positive learning and wider experience of others.

Students are required to comply with the Code of Conduct, a copy of which can be found on Evolve, the College's VLE. A Breach of the Code which constitutes Student Misconduct may result in disciplinary action being taken by the College. Penalties may include exclusion from the whole College for a defined period, suspension of your studies for a defined period or permanent expulsion. Should you pose a potential or actual threat to the College, its staff or students, then precautionary action may also be taken to temporarily suspend your studies and/or exclude you from the College campus for a defined period of time.

As a student you will be provided with the tuition and academic support associated with your programme. In addition, the College offers extensive pastoral support such as support for learning and for your health and welfare.

Your place with the College will be conditional upon you registering at the start of your programme and enrolling at the start of each subsequent academic year.

Your place will be subject to the terms and conditions stated in our offer letter to you, the information contained in the College prospectus for the year of your entry, information on our web pages and these Terms and Conditions together with (as from time to time in force and /or updated):

1. the College's Charter,
2. the College's rules, policies and procedures (including the rules, policies and procedures of your College and/or Research Institute); and the information contained in your College handbook.

These documents, which comprise our "Terms", contain the College's requirements in particular in relation to:

1. admission, registration and attendance;
2. payment of fees and other charges;
3. academic progression, conduct, assessment and awards;
4. general conduct, fitness to study, fitness to practise and Professional Suitability (including the requirements of any relevant Professional, Statutory or Regulatory Body);
5. immigration;
6. equal opportunities, harassment, and health and safety; and use of the College's services and facilities including those relating to IT, the Library, sports and fitness, and car parking.

These documents may be accessed on Evolve.

Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply with these requirements could result in the College taking action against you under relevant College procedures (for example those relating to academic conduct or progression, student misconduct, fitness to practise, Professional Suitability, fitness to study or fees) which could lead to the College terminating your registration or revoking your award.

## **2 Complaints**

We welcome comments on your experience of being a student at the College and look to make improvements where we can. If there is something that you are unhappy about, please tell us straightaway so that, if possible, we can put it right. If you wish to complain about an action or lack of action by the College, or any aspect of our service, you may do so using the Complaints Procedure. The College also offers a free Peer Mediation Service that can be used to resolve most grievances quickly and easily.

If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator: [www.oiahe.org.uk](http://www.oiahe.org.uk)

The College policies and procedures are in addition to the range of protections students have under consumer protection law, and do not impinge on their consumer rights.

## **3 Conditional offers**

Your place will be subject to you meeting any offer conditions we tell you of in writing such as obtaining particular qualifications and/or satisfying all necessary legal and other requirements to study here on your chosen programme (for example in relation to criminal record checks and disclosure, health checks and immigration clearance). Your offer letter will identify whether your offer is subject to you meeting specific conditions and the dates by when you will need to have met them. It will also direct you to any specific programme requirements.

#### **4 Disclosure of criminal convictions and related information**

As a condition of taking up your place at the College, you are required to disclose as part of the Admissions process and on a continuing basis any relevant, spent or unspent criminal convictions. For some programmes, (for example, nursing associates, health and social care and teaching), you may be required to disclose all convictions and cautions, (whether spent or unspent with the exception of Protected Convictions and Cautions as defined by the Rehabilitation of Offenders Act 1974 (Exceptions Order 1975 (Amendments) (England and Wales) Order 2013), and to undergo a Disclosure and Barring Service (DBS) application, previously known as a Criminal Records Bureau (CRB) check, and other checks both prior to and post registration. The College will inform you when such disclosure and checks apply.

The College will consider whether any unspent or spent criminal convictions or related information are compatible with you taking up your place or continuing on your programme in accordance with its Policy on the Acceptance of Ex-Offenders

The College may be under a duty to disclose information about you to professional, regulatory or statutory bodies.

#### **5 Health requirements**

For some programmes (for nursing associates) you may be required to disclose certain information about your health and to undergo health checks. You may also have to produce evidence of immunisation against certain diseases in order to take up your place and/or continue with your studies. Your offer letter and information provided in relation to specific programmes on our website and in our prospectuses will tell you when such health requirements apply.

The College will consider whether the information resulting from any disclosure, health checks and/or immunisation history is compatible with you taking up your place or continuing on your programme.

#### **6 Student support, health and welfare**

The College provides an extensive variety of student support services including academic skills workshops, Student Welfare, Wellbeing and Support services, and (through its Disability and Dyslexia Service) support and advice to disabled applicants and students. If you have a disability or other support need you are strongly encouraged to disclose it to the Disability and Dyslexia Service on application or earlier so that the College can seek to support you with your needs throughout your studies.

The College values inclusiveness and endeavours to ensure that all applicants and students are treated on the basis of their merits and abilities and that no one suffers discrimination or disadvantage on the basis of their gender, race, colour, ethnic or national origins, disability, sexual orientation, religion or belief, or age.

Further information about the student support services the College provides can be obtained from the Reception Team in G Block, Stratford Campus or on E-volve.

#### **7 Payment of deposits, fees and other charges**

It will be your responsibility to ensure that all deposits, tuition and other fees and charges payable to the College are paid when due. Your offer letter will confirm the amount of tuition fees and any other mandatory charges that you will be required to pay. Where a third party (such as a sponsor or employer) is responsible for payment on your behalf, you will need to make sure that they make payment when due, otherwise you could find yourself liable for payment.

If you cease to be a student of the College, because for example you withdraw or the College terminates your registration, you may still be liable for any outstanding fees and charges. It is important that you read the Student Financial Policy carefully as these set out the College's and your respective rights and obligations including but not limited to circumstances in which sums paid to the College will be refunded and circumstances when compensation may be considered. They also set out the potential consequences if you fail to make payment such as the College's ability to terminate your registration and/or to withhold awards. In addition, non-payment of fees and/or charges could result in the College taking legal action against you to recover outstanding amounts.

## **8 Data protection**

The College uses your personal data as set out in its Data Protection Policy.

*What personal information do you collect about me and when?*

Personal information about students is collected by the College for a number of purposes, both internal to the College and for external education-related agencies.

*Who do you share my data with?*

Data stored in the College Student Records System is shared with a number of internally managed systems. This data transfer is mandatory and allows you, and Newham staff to undertake administrative and academic related tasks.

*If I think the personal information you hold about me is incorrect, how do I get you to change it?*

Your address and contact details can be updated within the Myday portal.

Further details are outlined below:

### **8.1 Registration Task – at the start of your course:**

1. Personal Information (address details, emergency contact details, equality data)
2. Financial Information (how you intend to pay for your tuition fees)
3. Enrolment Task – at the start of every subsequent academic year:
4. Personal Information (address details, emergency contact details, equality data;
5. Financial Information (how you intend to pay for your tuition fees)
6. Identification Documentation (copies of your passport, driving licence)

### **8.2 The systems receiving your data are:**

1. Virtual Learning Environment
2. Student, module and assessment related data to provide access to course learning materials
3. Digital Examinations and Assessments
4. Student, module and assessment related data to enable students to undertake online examinations, assessments and to receive feedback electronically. ID and Access Management
5. Student photo, details and course related information to provide access to facilities across campus.
6. Digital Transcripts and Certification
7. Student details, module and assessment related information to produce secure digital academic transcripts and award certificates Security Incident Database
8. Student photo, details and course related information for security related checks and provision of emergency contact information College Finance System

9. Student, course and financial transaction information for debt management and student payment purposes College Library System
10. Student and course and information for access and allocation of library resources Student Union
11. Student and course and information to enable the Student Union to communicate with their members Active Directory
12. Student and course details to allow access to the College network in line with College Regulations detailed below :
13. Newham's-acceptable-computer-use-policy & Network-account-policy
14. College Timetabling System
15. Student, module and assessment related data to allow for effective scheduling of timetabling events

### **8.3 Student Services**

1. Student and course related data to manage local activities such as disability & dyslexia assessments and mental health advisory Third Party Agencies
2. Higher Education Statistics Agency (HESA) We are required to share the data we hold about you with the Higher Education Statistics Agency (HESA), who will use it in an anonymous form for statistical analysis and may share it with other central government departments, agencies and administrations. For more information regarding how HESA uses your information, please use the following link:

<https://www.hesa.ac.uk/about/regulation/data-protection/notices#Student>

### **8.4 National Student Survey (NSS)**

1. Full details of the data shared with Ipsos MORI can be found using the following link: <http://www.thestudentsurvey.com/privacy-statement.php> UKNARIC
2. If applicants' qualifications require further investigation regarding equivalence to UK qualifications, certificates and transcripts may be shared to UK NARIC qualification advisors. For further information please use the following link: <https://www.naric.org.uk/naric/>

### **8.5 UCAS**

If applicants apply to Newham College London via a Record of Prior Acceptance (RPA) form, information will be shared with UCAS (including personal and contact information and qualification history). If an applicant provides fraudulent qualifications and information, this information including certificates and transcripts, will be sent to the UCAS Verification team. For further information please use the following link: <https://www.ucas.com/>

### **8.6 Student Loans Company (SLC)**

We are required to share course, fee and registration and attendance information with the SLC in order to ensure that the student's funding package is correct. For more information, please use the following link: <https://www.slc.co.uk/about-us.aspx>

### **8.7 Education and Skills Funding Agency (ESFA)**

If you are studying at Newham College London as an apprentice, we are required to share the data we hold about you with the ESFA, who will use it for the delivery of its work in the context of funding education and skills in England for children, young people and adults, and delivery of key services in the education and skills sector in England including the apprenticeship service, the provision of information, advice and guidance through the National Careers Service, and the Learning Records Service. For more information, please see <https://www.gov.uk/government/publications/esfaprivacy-notice/educationand-skills-funding-agency-privacy-notice-may-2018>

## **9 Intellectual property**

1. The College has an Intellectual Property (IP) Policy dealing with intellectual property created whilst you are a student at the College. Such IP will normally be owned by you. In certain limited circumstances such IP will be owned by the College, for instance to allow the College to protect and commercialise the IP from a project as a whole or to protect its charitable status.
2. By accepting a place at the College, you are formally accepting the College's rights of ownership and rights to use and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy. Disclosure of information generally
3. The College may amend or withdraw your offer of a place or terminate your registration if it determines that you have made any fraudulent, false or misleading application or statement to the College, or if you have failed to disclose relevant information to the College (including in respect of criminal convictions) or have produced falsified documents, whether in the programme of your application or whilst on your programme.
4. In such cases the College may take action against you under its Admissions Policy, Fitness to Practise Policy, Student Misconduct and Professional Suitability procedures, or other relevant policy or procedure.

## **10 Your right to cancel**

1. When we confirm your acceptance of an offer of a place on a programme at the College, a legal contract is formed with the College on the basis of the terms and conditions set out in your offer letter and those set out in this document. For the avoidance of doubt, your offer of a place at the College will be confirmed on receipt of correspondence from the College, which will be individually addressed to you (and not when you receive electronic confirmation through UCAS).
2. This contract may be ended by the College if the relevant conditions are not met or our terms not complied with.  
Your legal right to cancel
3. You have the right to cancel this contract under the Consumer Contract
4. (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the contract being formed as described above, without giving any reason.
5. The cancellation period will expire after 14 days from the day of the conclusion of this contract (i.e. when you receive written confirmation of your acceptance of an offer of a place on a programme at the College). To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You should exercise your right to cancel by contacting us at Newham College Registry, Stratford Campus, Welfare Road, Stratford, E15 4HT [he.registry@newham.ac.uk](mailto:he.registry@newham.ac.uk)
6. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **11 Impact of cancellation**

1. If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you without undue delay and in any event within 14 days.
2. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until

you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

3. If you have any queries regarding our Terms, please contact [HE.registry@newham.ac.uk](mailto:HE.registry@newham.ac.uk)
4. Our right to make changes to the contract
5. The College makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in its published material.
6. Whilst the College will always try and minimise making changes to the student contract (including changes to the Services and/or Course), there may be times where changes are needed.
7. This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

## **12 Changes to pre-Contract information**

If any information that we may have given to you at the time you were researching the College and making an application for the Course changes by the time we send out our Offer, we will highlight details of those changes in the Offer.

By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

1. changes made in response to feedback from students and/or external examiners;
2. unavoidable changes in our academic or student support staff;
3. where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we may need to combine, alter or discontinue a Course;

where we advised that the Course was subject to approval/accreditation at the time we advertised the Course, if approval/accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a Course;

1. changes that are required by law and/or as a result of a regulatory requirement that the College, as a provider of educational services, is required to comply with;
2. changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
3. reasonable changes to the content and teaching provided on the Course.

### **12.1 Changes after you have entered into the Contract with us**

Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students, and will follow the principles set out in this section.

The College is always looking to improve and enhance students' experience with us and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

The circumstances that we describe in this section are not the only ones that may arise during your studies with us, but will give you some context as to when we may need to amend the Contract (including the Services and Course). The section below provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in this section.

## **12.2 When we can make changes to the Contract**

We can make changes to our Contract (including to the Services and/or Course and/or our Student Handbook):

1. to reflect changes in the law and/or professional, regulatory and/or statutory body;
2. as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
3. to comply with any requirement set by the Office for Students and/or any other regulatory body;
4. to comply with accrediting body requirements;
5. to deal with unavoidable changes in our academic and/or support staff;
6. to address and/or to take steps in response to a security threat;
7. to incorporate sector good practice guidance;
8. in light of student feedback and/or external examiners' feedback;
9. to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
10. to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
11. to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner.

## **12.3 What type of changes may be made?**

The circumstances presented in the section above may result in a number of different changes being made by the College. We have set out in this section some examples of these changes and, to help you understand what they may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of this section will apply depending on the type of change that is anticipated at the time.

### **12.3.1 Minor Changes (non-exhaustive list of examples)**

1. reasonable changes to the timetable for delivery of your Course;
2. reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
3. reasonable changes to the methods by which the Course is delivered and/or assessed;
4. reasonable variations to the content and syllabus of the Course;
5. changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
6. additions and/or withdrawals of certain non-core modules on your Course;
7. changes to reading lists to deal to ensure the course remains as up to date as possible;
8. procedural changes to our Student Handbook that help improve the same to your benefit;

### **12.3.2 Major Changes (non-exhaustive list of examples)**

1. changes to the way that we teach, supervise and/or assess a Course to ensure that we are continuing to provide that Course to you lawfully and/or in accordance with academic standards and quality;
2. to make additions and/or withdrawals of certain core/compulsory modules on your Course;
3. changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;



4. significant changes to the location or specification of your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus;
5. to make significant changes to our Student Handbook that help improve them where the same are not to your benefit. Pre-commencement of Course
6. There may be times where we need to discontinue the Course or decide not to provide the Course, or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by the College. If the College decides to take such action prior to the Course commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to the College. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to the College.

How we will tell you about changes to the Contract once you are on your course

1. For minor changes, the Registry on behalf of the Management Team will notify you of these changes normally through the Virtual Learning Environment - E-volve or via email, by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
2. For major changes, the Registry on behalf of the Management Team will notify you of these changes normally through the Virtual Learning Environment - E-volve or via email, in some instances this may also be formally in writing by providing you with as much notice as is in our view as soon as possible, and in any event, generally no later than one terms notice before we are due to make the relevant change.

### **13 Student Protection Plan**

1. If the College invokes its right to make changes in accordance with the above, it shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.
2. The College has a Student Protection Plan in place which outlines the risks to the continuation of student's study, the mitigation measures in order to protect students, and the measures it will enact should these outcomes evolve.
3. The College will provide students with educational services with reasonable care and skill. The College will also provide students with a range of pastoral and support services in addition to the services being provided under these Terms.
4. Please note that the availability and scope of these pastoral and support services may be subject to change during your course for a variety of reasons including, but not limited to, in response to funding arrangements and the needs of students. The College therefore maintains a discretion to vary and/or amend the availability and scope of pastoral and support services at any time.

### **14 Our liability**

What we are responsible to you for:

1. If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable.

2. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

We will not be responsible to you for any of the following (unless we have been negligent):

1. damage to or theft of vehicles and bicycles parked on College property;
2. damage to or theft of computer equipment (including infection with a computer virus);
3. the loss or non-return of work submitted for assessment;
4. injury arising from voluntary sporting activity;
5. personal injury or death except if caused by the negligence of College staff;
6. loss of opportunity and loss of income or profit, however arising;
7. any loss as a result of cyber fraud.

We do not exclude or limit in any way our liability for:

1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
2. fraud or fraudulent misrepresentation; or
3. any other matter which we are not permitted to exclude or limit our liability by law.

#### **14.1 Events outside our control**

The College will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:

1. acts of God;
2. governmental requisitioning, emergency planning or provision;
3. war, protests, fire, flood, storm, tempest, explosion;
4. an actual, suspected or threatened act of terrorism;
5. riot;
6. civil commotion.

The Contract between you and us is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

This contract is between you and us, and no other third party shall be entitled to make any claim in connection with it.

Each of the provisions above is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

#### **15 Notices**

In the event that you need to contact the College, please send your communication in writing to the Higher Education Registrar ([he.registry@newham.ac.uk](mailto:he.registry@newham.ac.uk))

If the College needs to contact you in writing, such communication will be sent to the last contact address provided by you through E-volve. It is your responsibility to ensure that the contact address that the College holds for you on E-volve is a current one.