

Provider's name: Newham College of Further Education

Provider's UKPRN: 10004607

## **The Student Contract**

Year of entry: 2024/25

This document sets out the terms and conditions between the College and all students on our Higher Education courses at Level 4 and above, including full time, part time [and distance learning] students, and apprentices.

When you 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. 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 this document, please contact [heinbox@newham.ac.uk](mailto:heinbox@newham.ac.uk)

### **1. Terms of the contract**

- 1.1. Your place at the College 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.
- 1.2. The terms of the student contract between you and the College ("contract") comprise the information contained in the College prospectus for the year of your entry, information on our web pages, and this document, together with (as from time to time in force and/or updated):
  - a) the College's rules, policies and procedures; and
  - b) the information contained in your College handbook.
- 1.3. These documents contain the College's requirements in particular in relation to:
  - a) admission, registration and attendance;
  - b) payment of fees and other charges;
  - c) academic progression, conduct, assessment and awards;
  - d) general conduct, fitness to study, fitness to practise and professional suitability (including the requirements of any relevant Professional, Statutory or Regulatory Body);
  - e) immigration;
  - f) equal opportunities, harassment, and health and safety; and
  - g) use of the College's services and facilities including those relating to IT, the Library, sports and fitness, and car parking.
- 1.4. These documents can be accessed on the College website

## **2. Mutual rights and obligations**

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. As a student you will be provided with the tuition and academic support associated with your course. In addition, the College offers extensive pastoral support such as support for learning and for your health and welfare.
- 2.5. Your place with the College will be conditional upon you registering at the start of your course and enrolling at the start of each subsequent academic year.
- 2.6. Key provisions of the College's rules, policies and procedures of which you should be aware include:
  - a) the Student Code of Conduct - Newham College, which sets out our expectations of student behaviour. 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;
  - b) HE Attendance and Engagement Policy and Student Engagement Procedure – Newham College. Failure to meet these expectations may mean that you are not permitted to progress on your course;
  - c) the College's rules regarding academic misconduct, including plagiarism, which are set out in the HE Academic Regulations and Academic Misconduct policy Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion from the College;
  - d) the College's Fitness to Study policy, which describes the steps the College may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.

## **3. Complaints**

- 3.1. 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 Policy and HE Complaints Procedure.

- 3.2. If you are not satisfied with the outcome of your complaint, you may take it to the Office of the Independent Adjudicator: [www.oiahe.org.uk](http://www.oiahe.org.uk)

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

- 4.1. 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 unspent criminal convictions.
- 4.2. For some courses (for example, Healthcare Professions Support and Education and Training), 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. The College will inform you when such disclosure and checks apply.
- 4.3. The College will consider whether any criminal convictions or related information are compatible with you taking up your place or continuing on your course.

#### **5. Health requirements**

- 5.1. For some programmes (for example, Healthcare Professions Support) 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.
- 5.2. 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 course.

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

- 6.1. 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.
- 6.2. 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. All offers are conditional upon the College being able to implement the specific adjustments reasonably needed for you to complete your course.

6.3. Further information about the student support services the College provides can be obtained from the Student Services team at our East Ham Campus.

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

7.1. 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.

7.2. 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 Terms and Conditions carefully as this sets 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.

7.3. The Terms and Conditions also sets out the potential consequences if you fail to make payment of any fees or other charges, 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**

8.1. The College collects and processes personal information relating to its students to effectively manage your learning experience and to meet its statutory obligations as a provider of further and higher education. We are committed to protecting your personal information and being transparent about what information we hold about you, how we use it and how we share it with.

8.2. It is important that you read and understand the College Privacy Notice which details exactly how your information will be used: Privacy Notice for Students and Applicants - Newham College

## **9. Accuracy of information**

9.1. By accepting the offer of a place at the College you confirm and declare that the information you have provided in support of your admission to and registration with the College is accurate and complete to the best of your knowledge.

9.2. 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 statements to the College, or if you have failed to disclose relevant information to the College (including in respect of criminal convictions or your immigration status) or have produced falsified documents, whether in your application or whilst on your course.

9.3. In such cases the College may take action against you under relevant policies or procedures. We may also refuse to consider any future applications from you.

## **10. Your right to cancel**

10.1. You have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of accepting the offer of a place, without giving any reason.

10.2. 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 to Admissions, Newham College, East Ham Campus, High Street South, London, E6 6ER or to [heinbox@newham.ac.uk](mailto:heinbox@newham.ac.uk), or by completing the cancellation form which can be found in Appendix A of this document.

10.3. 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.

10.4. 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. The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless you expressly agree otherwise.

10.5. 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.

## **11. Right to study in the UK**

11.1. By accepting the offer of a place you are confirming that you are willing to provide us with independent documentary evidence of your right to study in the UK. This applies to all UK, EU and international applicants. You are agreeing that:

- a) you will co-operate with any information requirements or procedures which the College is required to undertake by the UK government or its agencies to maintain compliance with its responsibilities under immigration law and regulations;
- b) you are in a position to secure funding for your studies; and
- c) if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration.

## **12. Apprentices**

12.1. An apprentice is defined as a student undertaking study as part of a government-approved Apprenticeship Standard where their employer has entered into a contract with the College for this service.

12.2. The following additional provisions apply to you if you are an apprentice studying at the College:

- a) if you fail to participate adequately in your academic study, your employer will be informed;
- b) it is your employer's responsibility to ensure that tuition fees and all other costs relating to your course are paid. The date on which you give notice to the College that you are withdrawing from your apprenticeship will determine the amount of any tuition fees or other costs that will be refunded to your employer in accordance with the appropriate government funding rules;
- c) the College may terminate your registration as a result of non-payment of fees by your employer, in accordance with the employer contract.

### **13. Our right to make changes to the contract**

- 13.1. The College makes all reasonable efforts to deliver the courses of study, research opportunities and other services and facilities described in its published material.
- 13.2. Whilst the College will always try and minimise making changes to courses and other services and facilities, there may be times where changes are needed.
- 13.3. This section describes the circumstances when we may make changes, as well as providing you with further information about what we will do where we look to make such changes.

#### ***Changes to pre-contract information***

- 13.4. 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.
- 13.5. 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:
  - a) changes made in response to feedback from students and/or external examiners;
  - b) unavoidable changes in our academic or student support staff;
  - c) where we advised that the course was subject to approval/accreditation, if approval/accreditation has or has not been obtained by the date of your offer;
  - d) 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;
  - e) changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
  - f) changes to the content and teaching provided on the course.

#### ***Changes after you have entered into the contract with us***

- 13.6. Where we need to make changes to the information given to you in the offer (after the contract has been formed), we will, in each case, assess the potential impact of such change on our students, and will follow the principles set out in this section.
- 13.7. 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.

13.8. 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 make changes to your course or related services and facilities, or to College rules, policies and procedures. 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.

#### *Changes to rules, policies and procedures*

13.9. We may add to, delete or make reasonable changes to the College rules, policies and procedures where in our opinion this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a) To update the rules, policies and procedures to ensure that they are fit for purpose;
- b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- c) To incorporate sector guidance or best practice;
- d) To incorporate feedback from students;
- e) To aid clarity or consistency of approach.

13.10. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever reasonably practicable, for example by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.

13.11. The updated rules, policies and procedures will be made available on the College's website and may be publicised by other means that students are made aware of any changes.

#### *Changes to your course or to services/facilities*

13.12. We may make changes to your course or to related services and facilities:

- a) to reflect changes in the law and/or professional, regulatory and/or statutory body;
- b) as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- c) to comply with any requirement set by the Office for Students and/or any other regulatory body;
- d) to comply with accrediting body requirements;
- e) to deal with unavoidable changes in our academic and/or support staff;
- f) to address and/or to take steps in response to a security threat;
- g) to incorporate sector good practice guidance;
- h) in light of student feedback and/or external examiners' feedback;
- i) to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- j) to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;

- k) to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner.

*What type of changes may be made?*

13.13. 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. The provisions of this section will apply depending on the type of change that is anticipated at the time.

- a) reasonable changes to the timetable for delivery of your course;
- b) reasonable changes to the number of classes/lectures and other teaching activity relating to the course;
- c) reasonable changes to the methods by which the course is delivered and/or assessed;
- d) reasonable variations to the content and syllabus of the course;
- e) changes to the location of your course teaching facilities, provided these are within the same campus and are of equivalent quality as those advertised by us;
- f) additions and/or withdrawals of certain non-core modules on your course;
- g) changes to reading lists to deal to ensure the course remains as up to date as possible.
- h) 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;
- i) to make additions and/or withdrawals of certain core/compulsory modules on your course;
- j) changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- k) 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.

*How we will tell you about changes once you are on your course*

13.14. 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.

13.15. The College will notify you of these changes normally via email, providing you with as much notice as is in our view as soon as possible, and in any event, generally no later than one term's notice before we are due to make the relevant change.

*What you can do if you are unhappy with the changes*

13.16. If you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, reasonable support to transfer to another provider. Alternatively, you may make a complaint using the Complaints Policy and HE Complaints Procedure.

## **14. Our liability**

- 14.1. 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.
- 14.2. 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.
- 14.3. We will not be responsible to you for any of the following (unless we have been negligent):
- a) damage to or theft of vehicles and bicycles parked on College property;
  - b) damage to or theft of computer equipment (including infection with a computer virus);
  - c) the loss or non-return of work submitted for assessment;
  - d) injury arising from voluntary sporting activity;
  - e) loss of opportunity and loss of income or profit, however arising;
  - f) any loss as a result of cyber fraud.
- 14.4. We do not exclude or limit in any way our liability for:
- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation; or
  - c) any other matter which we are not permitted to exclude or limit our liability by law.

## **15. Events outside our control**

- 15.1. 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 this is due to any event beyond our reasonable control including, but not limited to:
- a) acts of God;
  - b) governmental requisitioning, emergency planning or provision;
  - c) war, protests, fire, flood, storm, tempest, explosion;
  - d) power failure;
  - e) industrial action by third parties;
  - f) damage, interruption or lack of access to buildings, facilities or equipment;
  - g) withdrawal by any government or local authority of any necessary licence;
  - h) pandemics, epidemics and other threats to public health;
  - i) an actual, suspected or threatened act of terrorism;
  - j) riot or civil commotion;
  - k) insufficient update of a course.
- 15.2. We will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to affected students by, for example:

- a) offering the opportunity where reasonably possible to move to another course
- b) deferring the start date for the course;
- c) delivering the course in different way, from another location or online, or at another time;
- d) delivering a modified version of the same course;
- e) assisting you to transfer to complete the course at another institution;
- f) delivering other services and facilities in a different way, from a different location or online.

15.3. If you are not satisfied with any such steps to mitigate the disruption caused you may terminate your contract with the College and we will follow our Student Protection Plan. Alternatively, you may make a complaint using the Complaints Policy and HE Complaints Procedure.

## **16.General**

16.1. 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.

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

16.3. 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.

## **17.Notices**

17.1. In the event that you need to contact the College, please send your communication in writing to the Assistant Director Higher Education (heinbox@newham.ac.uk)

17.2. When you first register at the College you will be allocated a College email account. All email communications from the College will be sent to that account and you are expected to use that account for all communications with the College. You are expected to check your College email account regularly. Any communication sent to you at your College email account will be regarded as properly sent and received by you.

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

## Appendix A

### Student Contract Cancellation Form

#### **MODEL CANCELLATION FORM**

Please fill out this form and send by post addressed to Assistant Director HE at Newham College, East Ham Campus, High Street South, London, E6 6ER, or send it by email to [heinbox@newham.ac.uk](mailto:heinbox@newham.ac.uk)

I hereby give notice that I wish to cancel my contract with the College to study a course commencing in [                    (month)] [                    (year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Address of student:

Signature of student:

Date: