

Riverside College Higher Education Student Contract

Purpose of the Higher Education Student Contract

To outline the terms and conditions of acceptance of an offer to study a Higher Education course at Riverside College

Application of the Higher Education Student Contract (Range and Scope)

All Higher Education courses provided at Riverside College, including those delivered through partnership arrangements.

Links with other policies/documents

Admissions Policy
Data Protection Policy
Higher Education Fees Policy
Complaints Policy
Equality and Diversity Policy
Higher Education Student Academic Appeals Procedures
Coursework Submission Policy

1. Introduction

1.1 The information provided in this document outlines the terms and conditions that exist between Riverside College ('the College') and you ("the applicant") to a Higher Education course of study.

1.2 When you accept an offer to study a higher education course at the College, you become a welcome member of the Riverside College Higher Education Community. Importantly, you also enter into a contractual relationship which is established between you and the College for the duration of your studies.

It is important that you understand this document (the 'Higher Education Student Contract') because it summarises the terms and conditions on which you and the College enter into this contractual relationship.

Before enrolling here as a student, you must read this contract in full. If you have any questions or need support in understanding this document please call the Admissions Team on 0151 257 2053. You can also phone the Head of Higher Education and Teacher Development on 0151 257 2023.

1.3 This document is to be read in conjunction with other College policies and procedures. These are listed on the front cover of this Higher Education Student Contract and found on the College website (www.riverside.ac.uk). Please take the time to read these carefully, as they, together with this document, your offer letter, and the course documentation form the contract between you and the College. Please also read carefully the Course Handbook which will be given to you at the start of your course.

1.4 The College reserves the right to make reasonable changes at any time to the terms and conditions, as it deems appropriate or necessary. Any substantial changes will be brought to your attention.

2. Offers

2.1 The offer made to you by the College is subject to you satisfying the conditions made known to you in the offer letter. These conditions may include a requirement to obtain or provide evidence of particular qualifications, and to satisfy all legal and other requirements to study on your chosen course. These requirements could include criminal records checks, health checks, and provision of immigration details.

2.2 If English is not your first language, the offer may be conditional upon your passing an English language test.

2.3. Applicants for specific courses, such as Health and Social Care , Education, Sport and Teacher Education will be required to undergo a Disclosure and Barring Service (DBS) check prior to and post enrolment. Your letter of offer will inform you when such disclosure is required.

2.4 The offer may be conditional or unconditional. Where the offer is conditional, the offer letter will detail the conditions of offer you must fulfil in order to achieve a place of study on the course.

2.6 When an offer is made, and after acceptance of the offer, you have the right to change your mind and cancel your place on that course within 14 days without giving any reason. To do so, you must inform the College in writing with a clear statement that you wish to cancel your place on the relevant course.

3. Changes to offers

3.1 The College will not make changes to offers unless this is necessary due to circumstances beyond the College's reasonable control (for example, changes to a regulatory requirement).

3.2 Where it is necessary to make changes to an offer already accepted, the College will inform the applicant immediately with an explanation. The applicant reserves the right to decline the offer if not satisfied with, or unable to accommodate, the change in offer. The College in these circumstances will assist the applicant to find a substitute course of study.

4. Changes to the course before commencement of study

4.1 All course information, location of courses and fee information is accurate and up to date at the time of publication (for example in the Prospectus).

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

4.3 The College is entitled to make changes to courses (including content, method of delivery, and location of study) where that is necessary for the College to deliver a high quality educational experience for students. **Changes to existing courses are highly unlikely.** They are considered very carefully, and with the best interests of students (existing and prospective) in mind.

4.4 Changes to a course will be kept to the minimum necessary, and you will be notified of any such changes at the earliest opportunity. If the College makes a significant change to your chosen course of study, and you are not satisfied with these changes, you are entitled to withdraw your acceptance of the offer and transfer to another course offered at the College, providing that you are qualified for admission to that course.

4.5 If the College is not able to provide you with a suitable alternative course to study, you are entitled to withdraw your application. The College will provide you with support to assist you in transferring to another provider.

4.6 If you withdraw as per Paragraph 4.4, and before the course begins, the College will refund any tuition fees you have already paid, in accordance with the College's Higher Education Fees Policy.

5. Changes to the course after commencement of study

5.1 The College will endeavour to deliver the course in accordance with the description applied at the time of the offer. However, courses are not guaranteed to run as advertised – this depends upon a number of circumstances, thus modules may be cancelled or changed, and in extreme circumstances, a course might be closed. Under such circumstances we will support your transfer and/or completion.

5.2 The College is entitled to make changes to courses (including content, method of delivery, day and time of delivery, and location of study) where that is necessary for the College to deliver a high quality educational experience for students. **Changes to existing courses are highly unlikely** and considered very carefully, and with the best interests of students (existing and prospective) in mind.

5.3 Where such changes are made they will be communicated to all students so they are aware of the implications affecting their study. If you do not consent to the change, the College will arrange to discuss the matter with you formally and within a reasonable period to seek to arrive at a resolution to which both parties can agree.

5.4 Where such a resolution is not possible, the student retains the right to withdraw from the course, and the College will seek to provide a suitable alternative course of study.

5.5 Where a student chooses to discontinue their study at the College as a result of such changes, the College will consider a request for refund of tuition fees as per the College Higher Education Fees Policy.

6. Conditions of enrolment

6.1 Enrolment is subject to compliance with the terms of the offer, as well as with the College policies and procedures. You are required to comply with the College's Equality and Diversity and other policies and procedures as detailed in your Course Handbook.

6.2 At the time of enrolment, you will be required to provide evidence of:

- your ability to pay tuition fees
- your qualifications (including English language qualifications if required)
- your identity

6.3 Where admission to the course is dependent on enhanced DBS, any enrolment is considered provisional until acceptable disclosure is obtained. The College reserves the right to revoke an enrolment in the case of an unacceptable disclosure.

6.4 Where a course continues after one year, enrolment at the start of each academic year is required.

6.5 You must obtain your Student ID badge to complete the enrolment process. Failure to do this may result in you being permanently withdrawn from your course of studies.

7. Fees

7.1 The College charges tuition fees and you have the responsibility to pay these fees. If you accept an offer to study, you agree to pay all tuition fees, and other related costs, as and when they fall due, in accordance with payment terms agreed.

7.2 The tuition fees quoted on the College website are for one year of study.

7.3 Information about the College's fees and payment terms are detailed in the Higher Education Fees Policy, available on the website.

7.4 The College reviews its tuition fees annually and reserves the right to increase fees for academic years subsequent to the student's first year of entry to the College. Such increases will normally be in line with inflation to reflect increased costs of delivering the

course. If you feel that such fee changes adversely affect you, you retain the right to terminate your enrolment.

7.5 The College's policy on refund requests is set out in its Higher Education Fees Policy.

7.6 In addition to your tuition fees, you may encounter additional expenditure on items such as: DBS, trips and visits. You can find out more about these expenses on the individual course information pages in the Higher Education Prospectus and College website.

8. Data Protection Notice

8.1 The College will hold and process your personal data, including some sensitive personal data. By signing the Higher Education enrolment form, you agree to this personal data being processed in accordance with the College's Data Protection Policy, which is available on the College website.

9. Liability

9.1 The College does not accept personal responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against thefts and other risks.

10. IT Facilities

10.1 You will have use of the College's IT facilities while you are enrolled as a student at Riverside College. You must be aware of and observe the rules and regulations governing such use as set out in the College's ICT Acceptable Use Policy.

11. Health and Safety

11.1 You must abide by the College's Health and Safety guidelines, details of which can be accessed on the Student Zone of Riverside College's website.

You have a legal duty to take reasonable care to avoid injury to yourself or to others and not interfere with or misused any protective clothing or equipment provided. If you suffer from a medical condition which may be triggered, or made worse by student activities, you should notify your teachers or the Pastoral Support Worker for Adults and Higher Education.

12. Intellectual Property

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

13. Students with disabilities/learning difficulties

13.1 Higher Education students who meet the eligibility criteria may be able to access support through the Disabled Student Allowance. The College's 'Pastoral Support Worker for Adults and Higher Education' can help with advice and guidance on how to apply for this funding.

14. Complaints

14.1 If you have a complaint about the College, you should consult and follow the College's Complaints Policy. If the issue relates to assessment processes or procedures, you should consult the Higher Education Student Academic Appeal Procedures.

14.2 If, having followed the above policy and procedures, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

14.3 The College's Complaints Policy and Academic Appeals Procedures may be superseded by a university's Regulations, and you should consult these as well as the College Policy and Procedures.

15. General Student Conduct

15.1 As a Higher Education student you are expected to abide by the College's rules, regulations, policies and codes that are in force at any given time. In particular these include, but are not limited to; regulations relating to academic study, learning and assessment; conduct and discipline; use of services and facilities; payment of fees; health and safety; and intellectual property, and include the documents detailed on the front page of this Higher Education Student Contract.

15.2. Unauthorised absence may lead to formal warnings and may result in you being excluded from the College. It is therefore important that you notify the College Absence Line in advance of absence. If at any time you have problems which may prevent you from attending sessions or continuing as a Student, please talk to your personal tutor, academic teachers or the Pastoral Support Worker for Adults and Higher Education.

16. Student Engagement

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

16.2 For Higher Education students there is an assumed level of learner independence and autonomy deliberately built into each course, with the level of such independent study increasing as you progress through your qualification.

16.3 As such, a Higher Education student at Riverside College is required to abide by the conditions set out in the following Participation and Engagement Agreement

Participation and Engagement Agreement

'I agree to participate fully in the course for which I am enrolled. This will include regular and prompt attendance and participation in each module/unit. If I am unable to attend a module/unit for a good reason (e.g. health, unexpected family commitment etc.), I will inform my teachers and or the Pastoral Support Worker for Adults and Higher Education and agree what steps are needed to compensate for any missed sessions.

I recognise that engagement includes wider participation and contributions in addition to attending lectures, and includes, but is not limited to, working independently in the library on study tasks, projects, research, group work, online forums, presentations and work based learning.

Where my engagement and/or attendance become an issue, on notification, I agree to attend a meeting with a tutor/course leader or the Pastoral Support Worker for Adults and Higher Education to review any issues, and understand that if these cannot be resolved, I could be at risk of being withdrawn from my course following implementation of the College Student Disciplinary Policy.

I understand that I will be invited to explain my failure to participate before termination of my enrolment on the course occurs, and failure to engage in this process will be considered to be withdrawal.

Any decision to terminate a student's studies will normally be confirmed at an appropriate hearing or Higher Education Assessment Board, and is always subject to agreement by the Head of Higher Education and Teacher Development and Head of School in which the course sits.'