**Key Terms of your Higher Education Student Contract**

**with Strode College and Plymouth University**

**2022-23**

You will be enrolled as a Student with Strode College and the University. This summary highlights key terms of your contract with the College and the University and is for guidance only. You should read the full terms of that contract, as set out in the Higher Education Student Contract document and the documents referred to in it which are available on the websites of the College <http://www.strode-college.ac.uk/college-docs/college-documents/> and the University. Your contract with the College and the University will be legally binding when it takes effect and it will govern your relationship with them. If there is anything that you are unsure of, you should contact the Senior HE Administrator wcavill@strode-college.ac.uk at Strode College.

1. **When does the contract take effect?**
	1. Your contract with the College and the University takes effect from the date you accept the offer in your offer letter. You can accept your offer either by completing the online Higher Education Acceptance of Offer form accompanying your electronic offer letter or by signing your HE Enrolment Form at enrolment, whichever is the sooner
2. **What makes up my contract with the College and the University?**

Your contract with the College and the University is made up of the "Higher Education Student Contract” document and the documents referred to in it, including any specific requirements in your offer from the College and any entry and attendance requirements.

In addition by accepting your offer you are agreeing to be bound by the College’s and the University’s Instrument and Articles of Government, regulations, policies and procedures (including the Student Handbook).

These documents are important as a breach of regulations or policy could result in you being withdrawn as a student. You should read these documents carefully and only accept your offer if you agree to be bound by the terms of these documents.

These documents can be found on the websites of the College <http://www.strode-college.ac.uk/college-docs/college-documents/> and the University of Plymouth ([https://www.plymouth.ac.uk/your-university/student-contract](https://www.plymouth.ac.uk/your-university/student-contract%20)). The latest versions of these documents on the College’s or the University’s website will apply.

Your contract with the College and the University is separate from any agreements which do not relate to your studies, such as agreements concerning accommodation.

1. **What happens if I do not pay my tuition fees or if I do not pay on time?**

If you do not pay your tuition fees on time, the College may appoint a debt collection agency to recover the outstanding amounts from you, may withhold any award otherwise due to you and may defer your graduation until all arrears have been paid. You will also be prevented from re-enrolling onto a programme. Please refer to the Strode College, Fees Policy on the College’s website, which will apply in any case of outstanding debt.

Please see the Higher Education Student Contract document (paragraphs 14.3 and 14.4) for further information.

1. **Is it possible for me to cancel my contract with the College and the University if I change my mind?**

Yes. You have a legal right to cancel your contract with the College and the University within 14 days of that contract coming into effect. You must notify the College of your decision to cancel the contract (please see paragraph 17 of the Higher Education Student Contract document for further information). If you choose to exercise this right, any tuition fees you have paid will be refunded to you in full.

In addition to your statutory rights above, the College allows students to withdraw from their programmes up to 21 days after the programme actually starts, subject to a fee of £50.

In addition, you can withdraw from your programme at any point under the terms of the College’s and the University’s policies. If you are an undergraduate student or postgraduate taught student and you choose to withdraw from your programme, you may be entitled to a refund of the tuition fees that you have paid to the College at the point of withdrawal (or a proportion of those fees). The amount to be refunded will be determined in accordance with the College’s Fees Policy (as detailed on the College’s website).

1. **Can the College or the University terminate its contract with me?**

Yes, in certain circumstances: for example, where you are withdrawn from the College or University for any reason; or you fail to pay any outstanding tuition fees; or if your immigration status changes and you are no longer eligible to study at the College or University; or if your application to the College contains any false or misleading information or omissions. The College will notify you in writing of a decision to terminate the contract and explain the reasons.

Please see the Higher Education Student Contract document (paragraphs 3, 19 and 21) for further information.

1. **Will I own any intellectual property rights that I create?**

The general principle is that students who are not employed by the College or the University will own any intellectual property they create during the course of their studies or research activities. This is subject to the University’s Intellectual Property Policy which can be found on the University’s website and any intellectual property policy of the College (as set out on its website).

1. **What arrangements do I need to make prior to enrolment?**

You should arrange accommodation as necessary for the duration of your studies and adequate funding for all of your tuition fees, any additional costs for your programme and your living costs. We strongly recommend that you obtain insurance to protect your personal belongings.

If you are an international student, then you must ensure that you have satisfied any visa and immigration requirements. Your contract with the College and the University is subject to these arrangements and if your immigration status should change, the College or the University may decide to terminate the contract.

1. **How will my personal information be used?**

The College and the University will each hold and process your personal data in accordance with the General Data Protection Act 2018. This will apply from the time of your application until after you have left the College. The College and the University will each use the information to provide you with services and to operate their day-to-day functions.

In certain circumstances, either the College or the University may disclose your personal data to other organisations. This will be done in accordance with the terms of your contract with them, including the Personal Information and Data Protection section of the student handbook and in accordance with the College policy on the College’s Website (<http://www.strode-college.ac.uk/college-docs/college-documents/data-protection/>).

Please see the Higher Education Student Contract document (paragraph 11) and the relevant section of the student handbook for further information.

1. **Where can I find information on health and safety during my time at College?**

You will be able to find health and safety information on the College’s website. If you have any queries in relation to your health, safety or well-being, you should contact the College.

1. **What can the College or the University be liable to me for?**

The College will be liable to you for any loss or damages which are a foreseeable result of the College’s breach of contract or failure to use reasonable skill and care. Similarly, the University will be liable to you for any loss or damages which are a foreseeable result of the University's breach of contract or failure to use reasonable skill and care.

Neither the College nor the University will be liable for the acts or omissions of the other, nor for any failure to comply with the terms of its contract with you which is caused by events outside its reasonable control (which may include a lack of key personnel or industrial action taking place).

Nor will the College or the University be liable for the actions of any third parties (including the Students’ Union or placement providers), except where they are liable by law.

Please see the Higher Education Student Contract document (paragraphs 6 and 16) for further information.

1. **How can I make a complaint?**

If you are unhappy with any aspect of your studies or the services provided by the College or the University, or if you need to make a complaint for any other reason, please read the University’s Student Complaints Procedure (available on the University’s website) or the College’s HE Complaints Procedure (available on the College’s website) for further details.

Any appeal on an academic matter should be made to the University in accordance with its academic regulations and appeals procedures in force from time to time (as detailed on the University’s website).