



## **HIGHER EDUCATION**

### **STUDENT CONTRACT (P30)**

**2021-22 & 2022-23**

**For University of Plymouth Awards Delivered by South Devon College**



## ***Tripartite College-University-Student Contract***

Document Approved by: HE Strategy Board	Date of Approval: May 2021
	Review Date: March 2022
Date of Implementation: 1 <sup>st</sup> September 2021	CPD to support Implementation: As required
Version: 5	Author: A Wilson

### **REVISION HISTORY**

<b>Ver</b>	<b>Date</b>	<b>Author</b>	<b>Description</b>
1.0	May 17	A Wilson	Conception
2.0	4 <sup>th</sup> May 2018	A Wilson	General updates
3.0	14 <sup>th</sup> May 2019	A Wilson	Separate into two contracts
4.0	9 <sup>th</sup> October 2020	A Wilson	Addition of hyperlinks for IT, addition to Pandemic
5.0	May 2022	A Wilson	No changes

### **APPROVAL**

<b>Ver</b>	<b>Committee</b>	<b>Date Approved</b>	<b>Comments</b>
1.0	HE Strategy Board	May 2017	Approved
2.0	HE Strategy Board	May 2018	Approved
3.0	HE Strategy Board	May 2019	Approved
4.0	HE Strategy Board	October 2020	Approved

## **1. Introduction**

- 1.1 This document sets out in detail your relationship with South Devon College and Plymouth University. You may have other contractual arrangements (for example, for accommodation or financial support) which will be the subject of separate agreements.
- 1.2 The College may (in consultation with the University as necessary) change this document from time to time to comply with any legal or regulatory requirements. If the University is required to make significant changes to this document, the College will notify you of this as soon as possible.
- 1.3 Under an academic co-operation arrangement between the College and the University, the College has agreed to provide your programme under the authority, and with the approval, of the University, that programme leading to a University award. Under that arrangement, the College and the University have agreed to ensure that students on the programme have substantially the same rights, and are bound by the same obligations, as other students of the University.
- 1.4 You are (or will be) enrolled with the College as a student on your programme. The College has full contractual responsibility to you for providing the programme with reasonable skill and care and in accordance with all applicable requirements. The College has primary responsibility for complying with your rights as a consumer under relevant consumer protection legislation. In addition, under its academic co-operation arrangement with the University, the College assumes further responsibilities regarding the educational services it provides to you and for providing you with all necessary information (including information relating to your programme, tuition fees and progression routes to University courses).
- 1.5 You are (or will be) also enrolled as a student of the University. Under its academic co-operation arrangement with the College and under the general law, the University assumes various responsibilities to you as one of its students, including a duty of care.

## **2. Your Contract with the College and the University**

- 2.1 Before you accept an offer of a place at the College, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the College by email [university@southdevon.ac.uk](mailto:university@southdevon.ac.uk) or telephone (+44) 01803 540542
- 2.2 When you accept an offer of a place and your contract with the College and the University takes effect, you agree to be bound by the terms of this document and the University's instrument and articles of government, the University's regulations and specific policies, the College's (including the student handbook), any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and the other documents carefully. All Regulations, Policies and Procedures that are related to your studies at UCSD can be found [here](#)
- 2.3 For undergraduate or postgraduate students who receive their offer directly from the College, your contract takes effect when you accept the College's offer of admission in accordance with the terms of your offer letter.
- 2.4 For undergraduates who receive their offer through UCAS, your contract takes effect either:-
  - 2.4.1 when you accept your offer as your "Firm Choice"; or

- 2.4.2 if you accept your offer as your “Insurance Choice”, when your “Insurance Choice” automatically becomes your “Firm Choice” (ie, because you do not achieve the required grades for your original “Firm Choice”).

### **3. Immigration requirements**

- 3.1 The College and the University are each under a legal obligation to ensure that all students comply with relevant visa or immigration requirements and they may report any non-compliance to the Home Office or UK Visas and Immigration (or anybody that replaces it). The College or the University may request information and documents from you to ensure that you are complying with any visa or immigration requirements. You must comply with such requests within a reasonable time (or any specific timeframe stipulated by the College or the University). If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, the College or the University may elect to terminate your contract (whether immediately or otherwise) and withdraw you from your course.
- 3.2 If you are a Tier 4 international student, you must familiarise yourself and comply with your specific attendance monitoring requirements as well as any other requirements specified in your visa. If you do not comply with the attendance, monitoring and other requirements for Tier 4 international students, with the conditions of your Tier 4 or any other visa, or with the United Kingdom’s immigration rules, the College or the University may withdraw you from your course and report you to the Home Office or UK Visas and Immigration (or anybody that replaces it). Further information is provided on the University’s website ([www.plymouth.ac.uk/international/compliance](http://www.plymouth.ac.uk/international/compliance)) and on the College’s website.

### **4. Changes to your Programme or this Document**

- 4.1 The College and University is continuously developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of its students. This may be to reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep programmes, practices and areas of study up-to-date. This may lead to changes in the terms, content or delivery of the University’s programmes from those set out in the prospectus or on the websites of the College or the University.
- 4.2 If the University (in consultation with the College as appropriate) decides to make a significant change to your programme of study, the College will consult you in advance on the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the University’s control, in which case the College will notify you of this as soon as possible and the College and the University shall try to minimise any adverse impact on you.

### **5. Your Programme of Study**

- 5.1 Attendance and meeting maybe virtual via online learning platforms such as MS Teams.
- 5.2 The College will provide you with education services (including teaching, learning and, where applicable, research opportunities; course materials and assignments; resources, facilities and support; and administration, enrolment, assessment, placement and other services) and related activities which the College or the University considers appropriate for your programme. Details such as timetable and venue will be provided to you on or after your enrolment as a student.
- 5.3 You will need to participate fully in your programme. This will include attending and taking part in teaching, learning and/or research events included in your programme; meeting

regularly with your supervisory team as appropriate; making proper use of all the resources available; and preparing and submitting work on time.

- 5.4 Some courses and modules may require a specific level of attendance. You must comply with such requirements in order to progress with the course or to attain the appropriate award or qualification.
- 5.5 If you are undertaking a health-related course, you must comply with a detailed attendance policy which will be provided to you by the College. Alternatively, you may be subject to attendance requirements specified by an employer, a professional or regulatory body or other party.
- 5.6 Provided that you successfully fulfil the requirements of your programme, pay your fees and otherwise meet your obligations as a student (as set out in your contract with the College) *the College will grant you the appropriate award or qualification*
- 5.7 If your record of engagement is considered unsatisfactory, you may be invited to a meeting to discuss how this issue can be addressed. If you do not attend the meeting (or any subsequent meeting arranged to deal with this issue) without good reason, the College or the University may withdraw you from your course. Further information is available in the Academic Regulations and Procedures section of the University's website.

## **6. Further Undertakings by the University**

### **6.1 The University shall:-**

- 6.1.1 assume overarching responsibility for reviewing and supervising the quality of your programme and student experience, take appropriate action where necessary to ensure that they meet applicable academic and other standards, conduct periodic reviews of the College to verify its quality assurance systems, and work with the College to maintain, enhance and develop the standards and quality assurance of your programme;
- 6.1.2 enable you to study under the University's quality assurance policy and procedures, academic regulations, notes for guidance and procedures relating to your programmes (as amended from time to time), as set out on the University's website;
- 6.1.3 in monitoring the College in the discharge of its duties under its academic co-operation arrangement with the University and in exercising any of its rights against the College (whether to terminate those arrangements, to suspend or discontinue your programme or the recruitment of further students, or otherwise), have regard to the collective interests of the students concerned;
- 6.1.4 use its reasonable endeavours to enable you to continue and complete your programme in accordance with its normal timetable (or subject to such extended study periods as may be permitted in accordance with the University's regulations) in the event that the College is unable to continue the programme for any reason; and
- 6.1.5 co-operate with the College to address any issues arising from student feedback (including the results of the National Student Survey, the Student Perception Questionnaire and the Postgraduate Taught Experience Survey, or any similar or replacement surveys) as part of the academic monitoring process.

6.2 While a student of the University, you are entitled to:-

6.2.1 borrow books, documents and other materials from the University's libraries under lending arrangements and procedures agreed by the College and the University from time to time and in accordance with (but subject to) the terms of any licence for the use of any such books, documents or materials granted to the University by third parties; and

6.2.2 access to the University's current electronic library, electronic portal and e-learning materials, subject to:-

(a) any limits placed on the use of materials licensed to the University by third parties;

(b) your acceptance of the University's standard terms and conditions for library use, as set out on the University's website; and

(c) such other arrangements and procedures as the University may specify in writing from time to time;

Provided that you shall not be entitled to free access to the University's support, recreation, and/or other similar services except by specific arrangements agreed between the College and the University from time to time.

6.3 When using the University's premises, facilities or learning materials, you shall comply with the University's rules of conduct in respect of its students from time to time.

6.4 The University shall give due consideration to any application you may make for progression to other University courses submitted by such deadline and in accordance with such procedure as the University may specify. However, your progression to a University course is not guaranteed and is subject to your successful completion of the relevant foundation degree, higher national certificate, higher national diploma or other award, satisfaction of any other conditions of entry for such course, and the availability of places for the relevant academic year. In the event that your application for progression to a University course is not successful, the University may offer an alternative course.

## **7. Placements**

If your course or programme involves you undertaking a placement, you will be provided with further information by the College. Neither the College nor the University will be responsible for any acts or omissions of a third-party placement provider.

## **8. Intellectual Property**

You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your studies or research activities, unless you agree otherwise with the College or the University. This is subject to the College's Intellectual Property Policy which is available on the College website

## **9. Accommodation, Insurance, Funding and Immigration**

9.1 During your time as a student of the College and the University, you should:-

9.1.1 arrange your own accommodation. Any accommodation provided by the College will be subject to a separate agreement;

- 9.1.2 have adequate insurance for your own personal belongings (you are strongly recommended to obtain insurance against risks such as theft and damage) and, where appropriate, medical insurance;
- 9.1.3 arrange sufficient funding for all tuition, living and other fees and expenses arising from your studies. Neither the University nor the College is responsible for the decisions, actions or omissions of any independent funding providers (such as Student Finance England or any organisation that replaces it); and
- 9.1.4 satisfy any applicable visa or other immigration requirements that apply from time to time, including any language competence requirements.

## **10. Your Personal Information**

- 10.1 You agree that, during and after your time at the College, the College will each hold and process your personal data (including sensitive personal data) in accordance with the Data Protection Act 2018, incorporating GDPR and the Personal Information and Data Protection section of the student handbook on the UCSD [website](#).
- 10.2 The personal data held by the College and/or the University will include information that you provide as part of the application and enrolment process, as well as necessary information which the College or the University will process whilst you are a student. The personal data will be held by the College and/or the University to assist with (amongst other things):-
  - 10.2.1 the normal functioning of the College and the University (including general administrative and academic functions);
  - 10.2.2 providing you with services and support;
  - 10.2.3 managing student finances, collecting tuition fees and recovering outstanding debts;
  - 10.2.4 managing College accommodation and properties;
  - 10.2.5 managing and operating the University's Alumni Association and any alumni activities of the College;
  - 10.2.6 taking disciplinary action, where appropriate;
  - 10.2.7 the prevention of crime and disorder; and
  - 10.2.8 analysing student records to monitor quality and performance.
- 10.3 The College and/or the University may disclose personal data held about you to each other and to other parties, including the following organisations:-
  - 10.3.1 The University of Plymouth Students' Union;
  - 10.3.2 Local authority, council tax offices and electoral registration officers;
  - 10.3.3 the Student Loans Company, the Local Education Authority and any relevant sponsoring body;
  - 10.3.4 the Home Office, UK Visas and Immigration (or anybody that replaces it), the Higher Education Statistics Agency and any professional and regulatory bodies;
  - 10.3.5 the Police and other law enforcement agencies and emergency services;
  - 10.3.6 debt collection agents, third party service providers and external research and survey organisations; and
  - 10.3.7 Grad Intel, employers and prospective employers (for reference purposes), other partner colleges of the University, and other educational institutions.

This list is not exhaustive and the College may also disclose personal data held about you to other parties if it considers it to be in your vital interests to do so. You can find out further information (including the circumstances in which your personal information is likely to be shared with other organisations) in the Personal Information and Data Protection section of the [website](#). This section may be updated from time to time to reflect legal or regulatory changes, or the general academic and administrative requirements of the College. The latest version of the section will apply to your contract with the College from the time when that section is published or updated.

- 10.4 The University will provide basic details about you to the Students' Union so it can provide you with appropriate services. The provision of information to the Students' Union is governed by a separate data sharing agreement between the University and the Students' Union.
- 10.5 The College may record lectures and other educational events and activities in which you may be involved. Any such recording will be made in accordance with the University's recording policies in force from time to time, which may be accessed on the University's website.
- 10.6 The College and/or University may record or photograph you and other students for promotional and other purposes. Wherever possible, the College or University (as the case may be) will notify you of this and provide an opportunity for you to request to be excluded from such activity.
- 10.7 The College and/or University may check the accuracy of information held and processed with external sources or databases.

## **11. IT and Information Security**

- 11.1 You must comply with all policies, rules and regulations in relation to the use of IT during the course of your studies. These include the College's "[IT Acceptable Use Policy](#)" and "[IT Security Policy](#)" which are available on the College's website.
- 11.2 With regard to the University's Policy, use of all IT equipment and its connection to the University's IT network must comply with the "appropriate use of services" element of the Policy. The Policy prohibits the use of computing devices and the University's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. The University may monitor the use (including any personal use) of its network and systems (including telephone, e-mail, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.
- 11.3 By connecting to the IT network of the College or the University, you are accepting all of the associated risks. This includes when you connect to the network with any of your own devices. Neither the College nor the University will be liable for any damage that is caused by your use of IT equipment and/or connection to the network of the College or the University, except in the case of any foreseeable damage resulting directly from negligence or a failure to comply with this contract on the part of the College or the University (as the case may be).

## **12. Health and Safety**

- 12.1 The College will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your studies. This applies to all campuses and locations where staff and students may be working or studying.

- 12.2 The College will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.
- 12.3 The College will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.
- 12.4 You must make yourself familiar with all of the College's procedures and regulations relating to health and safety, including the College's health and safety policy (which is available on the College's website) and any specific rules that apply to your course or the building in which you are located. All health and safety procedures and regulations must also be followed when you are studying off campus (including at the University). If you fail to follow health and safety procedures and regulations, the College may take disciplinary action against you.
- 12.5 You must inform the College if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. The College will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.
- 12.6 If you have any queries in relation to your health, safety or wellbeing, you should contact the College.

### **13. Tuition Fees**

- 13.1 Every student is charged a tuition fee for each year of their programme. Information on tuition fees (including the amounts and how to make payment) is included in the [Fees Policies](#). There are additional costs for some programmes. Please check the Programme Fact Sheet for more details of these.
- 13.2 You must pay the tuition fees for your programme and any other charges you incur to the College by the due date. If a third party is paying these amounts on your behalf (such as Student Finance England), you must make sure that payment is made on time.
- 13.3 If your tuition fees are not paid in full on time, you may be referred to a debt collection agent and risk having your award withheld and graduation deferred, or not being allowed to re-enrol on a programme until all arrears have been paid. The [College's](#) Fee Policy has more details
- 13.4 If you raise what the College considers to be a genuine dispute regarding an invoice for tuition fees and notify the College of that dispute promptly after receiving the invoice, then, until the dispute has been resolved, the College will not exercise its rights under paragraph 13.3 and will allow you to continue with your programme.
- 13.5 Higher and Degree Apprenticeships
- 13.5.1 For students studying Higher or Degree Apprenticeships with a recognised Higher Education Qualification your tuition fee will be funded through the Apprenticeship Levy or ESFA.
- 13.5.2 If during your studies you cease employment you may be able to continue with your qualification (outside of the HA/DA Apprenticeship), subject to alternative funding means such as Student Finance England. If you are unable to source alternative means of funding you will need to withdraw from the programme. If you do not wish to continue, or are unable to secure alternative funding arrangements you will not be able to continue on the qualification and will be withdrawn.

#### **14. Student Fee Status Classification**

The College applies government regulations to assess which fee rate should apply to each student.

#### **15. The Liability of the College and the University to You**

- 15.1 If the University fails to comply with its contract with you, the University is responsible for any loss or damage you suffer that is a foreseeable result of the University's breach of contract or failure to use reasonable skill and care. However, the University is not responsible for any loss or damage that is not foreseeable or which arises from the acts or omissions of the College. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if it was contemplated by you and the University at the time the contract was entered into.
- 15.2 The College and the University are separate organisations and neither is responsible for the acts or omissions of the other. Their respective obligations are several and not joint and several. This means that you can hold the College responsible for the specific obligations it assumes under this document but not for the obligations assumed by the University. Similarly, you can hold the University responsible for the specific obligations assumed by the University under this document but not for the College's obligations.
- 15.3 Neither the College nor the University excludes or limits in any way its own liability for:-
- 15.3.1 death or personal injury caused by its own negligence or that of its own employees, agents or sub-contractors;
  - 15.3.2 fraud or fraudulent misrepresentation; or
  - 15.3.3 any other act or omission, liability for which may not be limited by law.
- 15.4 Subject to paragraph 15.3, the University's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the College and the University shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater.
- 15.5 Subject to paragraph 15.3, the College's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the College and the University shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that the College receives from its insurers in respect of a particular loss, whichever is the greater.
- 15.6 Neither the College nor the University will be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from the College or the University in submitting work and that you retain copies of work submitted.
- 15.7 You will not be liable to the College or the University for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, neither the College nor the University will be liable to you for any failure or delay in performing their respective obligations under this contract which is due to any cause beyond their reasonable control (including those circumstances described in paragraph 17.1 below).

#### **16. How to Cancel or Withdraw**

- 16.1 Whether you receive your offer directly from the College or through UCAS, you have a statutory right to cancel your contract with the College and the University under the Consumer Contracts Regulations 2013. If you wish to exercise this cancellation right, you

must notify the College of your cancellation request within a 14 days' "cooling off" period, starting on the day after your contract with the College and the University takes effect in accordance with paragraph 22.1.

16.2 To exercise this right to cancel, you must provide the College with a clear statement setting out your decision to cancel your contract with the College and the University. Details of how to contact the College are set out in paragraph 19.1. You may use the cancellation form on the University's website for this purpose but you do not have to do so.

16.3 In addition to your statutory rights, the College allows full-time or part-time undergraduate students and postgraduate taught students to withdraw from their programmes of study with no fee payable up to 14 days after the commencement of the relevant programme which includes induction week. These rights are set out in the College's Fee Policy.

16.4 If any fees are due to be reimbursed to you under the terms of your contract the College will use the same payment method as you used to make your original payments.

## **17. Programme Changes in Circumstances outside the Control of the College and the University**

17.1 It may be necessary for the College or the University to:-

17.1.1 revise the terms, content or delivery of programmes from those set out in the prospectus or relevant website; or

17.1.2 discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes,

in circumstances outside the control of the College or the University. These circumstances may include the lack of availability of key personnel without whom the College cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, civil unrest, severe weather, Pandemic or failure of public or private communications networks.

17.2 If the services of the College or the University are affected by an event referred to in paragraph 17.1, the College will give you as much notice as possible and:-

17.2.1 if an entire programme is cancelled before its start date and you have made any payments in advance, the College will take steps to provide you with an alternative programme or will refund those payments to you; and

17.2.2 if part of a programme is cancelled (after its start date) or changed (either before or after its start date), the College will take steps to mitigate the effects on the services it provides to you (which may include providing you with an alternative programme).

17.3 The College and the University also reserve their respective rights to cancel a programme or course before that programme or course starts in circumstances where:

17.3.1 an insufficient number of applications, offers or acceptances mean that the student experience cannot be guaranteed; or

17.3.2 the programme or course is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

## **18. Termination of the Contract**

- 18.1 Apart from their other rights to terminate under the terms of this contract, the College or the University may each terminate its contract with you with immediate effect by notifying you in writing, if you:
- 18.1.1 fail to pay any outstanding tuition fees;
  - 18.1.2 do not enrol on your course;
  - 18.1.3 are withdrawn from the College or the University for any reason whatsoever;
  - 18.1.4 are convicted of a criminal offence (as set out in the Higher Education Student Code of Conduct); or
  - 18.1.5 commit a material breach or repeated breaches.
- 18.2 Your admission and continued registration at the College and the University are also subject to:-
- 18.2.1 any requirements set out in the College's offer to you;
  - 18.2.2 any entry and attendance requirements relevant to your programme of study;
  - 18.2.3 payment to the College by the due date of the tuition fees for your programme and any other charges;
  - 18.2.4 any health, welfare, fitness to practice screening and criminal record checks which apply to your programme; and
  - 18.2.5 any immigration or visa checks and requirements that may apply from time to time.
- 18.3 Any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of the College and the University, if your application is found to contain information or omissions that are false or misleading.

## **19. Contact with the College and the University**

- 19.1 If you wish to contact the College in writing or are required to give the College written notice of any matter, you can send this to the College by hand, by e-mail [university@southdevon.ac.uk] or by pre-paid post to *University Centre, South Devon College, Long Road, Paignton, Devon TQ47EJ*. The College will contact you in writing to confirm receipt of this.
- 19.2 If you wish to contact the University in writing or are required to give the University written notice of any matter, you can send this to the University by hand, by e-mail (admissions@plymouth.ac.uk) or by pre-paid post to Plymouth University at Drake Circus, Plymouth, Devon PL4 8AA. The University will contact you in writing to confirm receipt of this.
- 19.3 If the College or the University has to contact or notify you in writing, each of them will do so by personal delivery, e-mail to your College or University e-mail account (as appropriate), or pre-paid post to the most recent contact address you provide to the College or the University (as the case may be).
- 19.4 You must:
- 19.4.1 inform the College promptly of any changes in your contact details; and
  - 19.4.2 check your College and University e-mail accounts regularly (at least once per day).

Neither the College nor the University is responsible if you fail to read notices sent to you in accordance with this paragraph 19.

## **20. University of Plymouth Students' Union**

- 20.1 The University of Plymouth Students' Union is a separate organisation from the University and the College. Except to the extent required by law, neither the University nor the College is responsible for the acts or omissions of the Students' Union, whether taking place on the campus of the University, the College or elsewhere.
- 20.2 When you register as a student with the College and the University, your details will be passed to the Students' Union in accordance with paragraph 0 and you will automatically become a member. However, you have the option to opt-out at the outset or during the course of your studies.
- 20.3 If you choose not to be a member of the Students' Union, you will not be unfairly disadvantaged. However, you will be prevented from:
- 20.3.1 voting in general meetings, elections or referenda of the Students' Union; or
  - 20.3.2 standing in any elections or holding office in any part of the Students' Union.

## **21. What if Something Goes Wrong?**

- 21.1 The College and the University each aims to provide high quality services to its students. Unfortunately, there may be an occasion where something goes wrong with your programme or during your time at the College. If so, you can bring a complaint or appeal in accordance with this paragraph. Whatever your complaint or issue, you can expect it to be dealt with promptly and fairly and in line with the University's published complaints or appeals procedures (as updated from time to time). A copy of the Complaints and Appeal Procedure is available in Appendix 1.
- 21.2 If you want to appeal on an academic matter (including an appeal against results or the decisions of subject assessment panels, award assessment boards and any external examiners), this should be made to the University in accordance with its academic regulations in force from time to time (as detailed on the University's website), its published appeals procedures in force from time to time (details of which are set out in the Student Handbook) and the guidance you receive in your transcripts of results. In the event that the College receives any such appeals, it shall forward them promptly to the University.
- 21.3 If you need to complain about your programme or the educational services provided to you, you can do so in accordance with the University's complaints procedure (as detailed from time to time in the Student Handbook). The College will promptly forward any unresolved complaints to the University in line with that procedure.
- 21.4 Any alleged or suspected academic offence or academic disciplinary matter involving a student shall be subject to the University's procedures in force from time to time, as set out in its regulations (which are detailed on the University's website). Any request by the College for a student to be formally withdrawn from their programme for an academic disciplinary matter will be dealt with under such University procedures.
- 21.5 The University's Student Appeals Office will be responsible for the issue of "Completion of Procedures" letters to students on completion of an appeal or complaint.
- 21.6 You will not be treated less favourably or disadvantaged for making a complaint or appeal on an academic matter. If you are unable to resolve a complaint or appeal with the University, you may be entitled to refer the matter to the Office of Independent Adjudicator

(or any organisation that replaces it). Please check the Office of Independent Adjudicator's website at [www.oiahe.org.uk](http://www.oiahe.org.uk) for further information. You may also be able to use the Online Dispute Resolution platform to assist in resolving a dispute relating to your programme which is available at: <http://ec.europa.eu/consumers/odr/>.

- 21.7 You have legal rights in relation to any College or University services which are not provided with reasonable skill and care. Advice about your legal rights is available from Student Union Advice Centres, Citizens' Advice Bureaux or Trading Standards offices. Nothing in your contract with the College and the University will affect these legal rights.

## **22. College and University Information**

- 22.1 Plymouth University is the preferred name of University of Plymouth which is a higher education corporation under section 121 of the Education Reform Act 1988 and an exempt charity under the Charities Act 2011.
- 22.2 The University is regulated by the Higher Education Funding Council of England and is required to comply with the code of practice and academic quality standards maintained by the Quality Assurance Agency for Higher Education (or any organisation that replaces it).
- 22.3 The College is a further education corporation established under the Further and Higher Education Act 1992 and is empowered by section 18 of that Act to provide further and higher education. The College is an exempt charity under the Charities Act 2011.
- 22.4 The College is regulated by the Office for Students and is subject to inspection Designated Quality Body (QAA)

## **23. Other Important Terms**

- 23.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the College and the University, the various documents will apply in the following order of priority:-
- 23.1.1 the College's offer to you;
  - 23.1.2 this document;
  - 23.1.3 the College's website;
  - 23.1.4 the University's website;
  - 23.1.5 the provisions of the prospectus that applies to your programme; and
  - 23.1.6 any agreement relevant to your programme.
- 23.2 The College or the University may each transfer their respective rights and delegate their obligations under this document to another organisation. However, the College or the University (as appropriate) will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 23.3 Your contract (of which this document forms part) is between you, the College and the University. No other person shall have any rights to enforce any of its terms.
- 23.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 23.5 If you are in breach of your contract and either the College or the University decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the College or the University has

waived its rights against you for that or any other breach, nor that you have been released from those obligations.

This document is governed by English law. You, the College and the University each agrees to submit to the non-exclusive jurisdiction of the English courts.

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