



**2018-19**

**Student Agreement: Your Terms and  
Conditions.**

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### Introduction

The Newcastle College Student Agreement sets out our commitments to you and explains what we expect of you in return.

We want you to have a positive and enjoyable experience as a Newcastle College student and hope this document provides a useful framework for us to work together.

You should familiarise yourself with the NCG HE Academic Regulations, referred to in this document. You can see all the Newcastle College policies, procedures and regulations that we refer to at [www.ncl-coll.ac.uk](http://www.ncl-coll.ac.uk) – or you can get copies from a variety of places, for example the School Office, Central Support or the Students' Union.

## **1 The purpose and scope of the Agreement**

- 1.1 This Agreement, and all the documents referred to in the Agreement, sets out the relationship between you and Newcastle College. It is intended to record the basic understanding between you and Newcastle College, and to provide a framework through which we can work together to make the most of your time as a Newcastle College student.
- 1.2 The following documents should be regarded as attachments, which form part of this Agreement, between you and Newcastle College:
  - 1.2.1 your offer letter
  - 1.2.2 the registration form (usually online), which you have to complete
  - 1.2.3 the Higher Education On-line Student Handbook, which you can access with the HE Moodle site
  - 1.2.4 the programme (course) handbook which your School gives you.
- 1.3 You can see all Newcastle College policies, procedures and regulations that we refer to in this Agreement at [www.ncl-coll.ac.uk](http://www.ncl-coll.ac.uk) or you can obtain them from the School Office or the Students' Union.
- 1.4 This Agreement applies to all Higher Education students of Newcastle College.

## **2 When the Agreement comes into effect**

This Agreement will start to apply when you register. You will be given a copy of the Agreement before you register, and it is your responsibility to read it.

## **3 Mutual Obligations**

Newcastle College and you, as a student of Newcastle College, will work together to ensure that you have the best opportunity to maximise your potential and enhance your educational experience whilst at Newcastle College. To achieve this mutual aim Newcastle College and you agree to:

- i) abide by the principles set out in the Student Behaviour Management Policy
- ii) abide by Newcastle College policies and procedures, developed in conjunction with the Students' Union
- iii) communicate in an open and timely manner with each other.

## **4 Newcastle College Promise**

- 4.1 To provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your programme as described in the Newcastle College's Prospectus and your programme (course) handbook for the relevant academic year.
- 4.2 To make available to you the learning support, advisory facilities and other general services provided by Newcastle College for all its students.

- 4.3 To obtain feedback from you about your experience of Newcastle College.
- 4.4 To maintain and enhance the quality of your programme, drawing on feedback both internally and externally, as appropriate.
- 4.5 To take reasonable action to provide the information you require to assist you during your time as a student.
- 4.6 To give you reasonable notice of proposed changes to the delivery of your programme or other services, and to consult you on any significant changes which, in exceptional circumstances, may be necessary. These may include alterations to the timetable, location, number of classes and method of delivery of your programme, or variations in its content or syllabus.
- 4.7 To ensure that our staff undertake regular continuing professional development.

## **5 Your Promise**

- 5.1 To comply with your obligations as stated in this Agreement, and to follow any reasonable instructions issued to you, from time to time, by, or on behalf of, Newcastle College.
- 5.2 To attend induction events, lectures, tutorials, examinations and other activities which form part of your programme (subject to absence for medical or other agreed reasons); and to submit, by required deadlines, course work and other assignments (subject to exceptional circumstances, such as illness, when special procedures must be followed to obtain allowance under the Mitigating Circumstances Procedure and Process).
- 5.3 To attend all formal teaching sessions, to engage with your studies, and to inform a designated member of staff if you are unable to attend classes. If you persistently fail to attend or to engage with your studies Newcastle College reserves the right to withdraw you and report your withdrawal to external authorities (for example Student Loan Company, Home Office) as necessary.
- 5.4 If you are an international student it is a condition of your visa that you attend all your classes and maintain contact with Newcastle College. You will be required to sign in regularly throughout your studies, to ensure compliance with Home Office Regulations.
- 5.5 To comply with any professional standard or code of conduct applicable to your programme; and to abide by any special conditions set out in your programme (course) handbook, or notified to you by Newcastle College.
- 5.6 To register and enrol in accordance with the requirements established by the HE Registry and College.

- 5.7 To engage actively with Newcastle College by checking your Newcastle College email account regularly for updates and current information.
- 5.8 To disclose any unspent criminal convictions when applying to Newcastle College. For some programmes we may also ask you to complete a disclosure application to the Disclosure and Barring Service, which may include disclosure of spent convictions.
- 5.9 To notify your School of any changes to your name, term-time address and/or home address, or any other change to information supplied by you when you submitted your application form or enrolment form. For some programmes, we may also ask you to inform your School of changes in your circumstances; including your health status or any police investigations you become the subject of, where this has direct impact on your ability to undertake a specific programme of study.
- 5.10 To make arrangements to pay your tuition fees, any other expenses relating to your programme and charges for your use of any Newcastle College services or facilities. Tuition fees will be as stated on the Newcastle College website.
- 5.11 To ensure that you understand and the Newcastle College fee information and the consequences of non-payment of fees and/or charges or equivalent restrictions of your college or institution.
- 5.12 To comply with all relevant regulations relating to higher education, as amended from time to time. You will find the regulations on the Newcastle College website <http://www.ncl-coll.ac.uk/higher-education/studentinfo> We will tell you of any changes to HE regulations at the beginning of the standard academic year in October.

You should pay particular attention to the following regulations, policies and procedures:

- Academic Misconduct Procedure and Process Assessment
  - NCG HE Academic Regulations
  - Newcastle College Complaints Procedure
  - Newcastle College Fees Policy
  - ICT Acceptable Use Policy
  - Student Behaviour and Management Policy
  - HE Academic Appeals Procedure
- 5.13 To undertake the necessary actions if you withdraw or transfer from your programme and/or from Newcastle College. The procedure for withdrawing is detailed in the HE Student Handbook on the Moodle site

**6 When the Agreement ends**

- 6.1 This Agreement will end automatically when Newcastle College publishes notification of awards relating to your programme of study. In cases where an award is not published, the effective date of completion will be the date of issue of record of progress relating to your programme of study.
- 6.2 You may terminate this Agreement after you register, but only by giving formal notice as explained in clause 5.13. This will not necessarily end all your responsibilities under this Agreement (see clause 7.2).
- 6.3 Newcastle College may end this Agreement if your studies cease, subject to your right to seek a review, as a result of:
  - 6.3.1 action taken against you leading to expulsion (in accordance with the Newcastle College's Student Disciplinary Policy or any associated professional conduct procedures)
  - 6.3.2 Newcastle College withdrawing you from your studies for persistent non-attendance and/or non-engagement with Newcastle College, in compliance with the Attendance Policy of Newcastle College
  - 6.3.3 a decision of your assessment board, based on your academic performance
  - 6.3.4 non-payment of fees
  - 6.3.5 Newcastle College becoming aware of information about you that was not previously known, which, in the reasonable opinion of Newcastle College, makes it inappropriate for you to study on your programme. For example, this may apply if you have not supplied Newcastle College with all relevant information, or have supplied false or misleading information relating to your application.

**7 Other matters relating to the Agreement**

**7.1 Notices**

Any notice given under this Agreement must be in writing or via email. Email will be sent to your student email address and letters will be addressed to you at your term-time address during term-time or home address (if different) during vacations, as appropriate, in accordance with the addresses you have given us. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

**7.2 Partial operation of Agreement**

If any provision of the terms and conditions contained in this Agreement becomes invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions. Any action taken by Newcastle College to terminate this Agreement under the provisions in section 6.3 will not restrict its ability to take any other action against you to which it may be entitled. Provided any action taken to terminate the Agreement is in accordance with

these conditions or Newcastle College's procedures, Newcastle College will not be liable for any loss or damage which you may suffer as a result.

**7.3 Third parties**

This Agreement relates solely to the relationship between you and Newcastle College and is not enforceable by any other person.

**7.4 Legal liabilities**

7.4.1 Neither you, nor Newcastle College, will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute).

7.4.2 Newcastle College cannot accept responsibility for and expressly excludes liability for:

- i) any loss or damage to your property, including damage to any motor vehicle or cycle, while on Newcastle College premises, unless caused by the negligence of Newcastle College or its employees
- ii) death or any personal injury suffered by you, unless caused by the negligence of Newcastle College or its employees.

7.4.3 This Agreement should be interpreted in all respects in accordance with the laws of England and Wales.

This publication is available in alternative formats on request.

Newcastle College