



# Higher Education Study Charter

2024-25

# Moulton College

## Higher Education Study Charter

### Introduction

1. This policy sets out the expectations of study for all higher education students at the college. This policy aims to do this for the study period or academic year and are set out below.
2. This study agreement, to be issued at the start of all HE study programmes undertaken at the College, and has been produced to ensure all expectations are clearly set out from the starting point of study. (*Franchised or validated programmes may be subject to alternative agreements with partner Universities*).
3. You will receive a copy of this agreement that covers both academic and general terms, when you start your study with us here at the College. A copy of this agreement can be obtained from your Programme Leader or can be found on the HE Teams pages.

### Programme Handbooks

4. The information relating to the specific programme will be available to you from the start of your study period. This programme specific information is located within the Programme Handbooks and these are available to you from your Programme Leader and are also located on the course team pages.

### Definitions

5. In this Agreement the following words and expressions shall have the following meanings:
  - a. **Fees:** Fees for tuition, any additional fees, charges or costs payable by you to the College and or University in relation to any programme, service or ancillary to them; details will be set out at induction depending on what HE course you are undertaking;
  - b. **Handbook:** Handbooks include the Moulton College HE Handbook and also specific Programme Handbooks for each programme;
  - c. **Offer:** The offer made by the College/University Partner to you to enrol onto a Programme;
  - d. **Terms:** The terms and conditions set out in this agreement;
  - e. When the College use the words "writing" or "written" in these terms, this will include e-mail communication.

## **The contract between the college / university partnership and student**

6. These are the terms on which the College will supply any service to you.
7. Please ensure that you read these terms carefully, and check the details of any offer made.
8. It is our intention to avoid any confusion regarding the study agreement, and would ask you to contact the HE team on 01604 491131 ext. 2021 or email [HE@moulton.ac.uk](mailto:HE@moulton.ac.uk) if you would like to discuss the content contained herein. –
  - a. You are required to enrol on your HE course at the start of your programme this could be with our Partnership University depending on the course. Further enrolments will take place for progression opportunities. (E.g. progressing from a HNC to HND, or from Year 1 to Year 2 on an FDa or FDS or from level 5 to 6 (BSC))
  - b. Your offer is conditional and is subject to various requirements, which we will ensure you are made aware of. If you fail to meet these requirements, the College may remove the option to enrol, at which point any study agreement or contract will be automatically terminated.
  - c. These terms are subject to the successful completion of your enrolment process at the College and/or our other Partners, the point at which your offer becomes unconditional.
  - d. You agree to comply with all our regulations and procedures, a copy of which is available from the HE Team, Award Leaders and on the VLE. We advise that you visit this area to familiarise yourselves with our regulations/procedures.
  - e. You agree that any information contained within your application to the College and University is a true and fair reflection at the time when the offer becomes unconditional. You also agree to update the College at the earliest opportunity if any information changes. If these changes mean you can no longer fulfil any requirements for any offer made, this may lead to the termination of any study agreement or contract with you.
  - f. The University of Northampton Terms and Conditions can be found here: <https://www.northampton.ac.uk/student-life/student-terms-and-conditions/> this should be read prior to enrolment as it forms part of the Learning Agreement you will sign at the start of term.

## **Change to terms**

9. We will periodically review the terms and make any changes required in order to ensure the College:-
  - a. Complies with all relevant legislation, updates and regulatory requirements;
  - b. Complies with the latest legal advice, national guidance and best practice;
  - c. Provides enhanced delivery of any programme;
  - d. Align delivery to any industry/sector requirements and recommendations; or
  - e. Rectify any errors/omissions.

10. No variation/changes to these terms will be made without prior written notification and agreement. If you should decide to transfer programmes and we are in agreement with this request, your study agreement contract shall be retained in full for your future transition.

### **Providing services**

11. The College will supply services to you from the start through to the end date of your programme.
  - a. The College will endeavour to provide all services on time.
  - b. The College will endeavour to deliver all programmes in accordance with Programme Handbook and its partners guidelines. From time to time, it may be necessary to amend programmes. We therefore reserve the right to vary the content and method of delivery and assessment of any programme. In the event of any programme being discontinued or suspended for any reason, the College having consulted with its collaborative partners will undertake all reasonable actions to provide a suitable alternative. Should this prove to not be possible for any reason, refunds shall be made for any fees paid in respect of services that have not been provided.
  - c. You agree to pay fees to the College / University in accordance with any instructions or guidance provided.
  - d. The College acknowledge that in some cases tuition fees are payable by a third party which may include Student Finance England (SFE) or an employer. Please note that as the learner, you are principally liable for all fees payable to the college or a third party.
  - e. Fees are payable for each year of each programme and you should ensure you are able to pay these fees before enrolling on to any programme.
  - f. You are aware that fees may be revised by the College/Partnership annually. If changes are made, you will be notified by the College in writing.
  - g. You agree to pay any additional fees that may become payable, should you at any point request a change to your chosen programme.

### **Debt**

12. If at the end of any academic year of any programme, any part of your tuition fees remain unpaid, the college reserves the right not to enrol you on any programme for the next academic year.

### **Our liability to you**

13. If the College fails to comply with these terms, we shall be responsible for loss or damage that you may suffer which is a foreseeable result of our negligence. The College will not be responsible for any loss or damage that is not foreseeable.
14. We shall not exclude in any way our liability for:

- a. Death or personal injury caused by College or College staff negligence
  - b. Fraud or malpractice
15. The College do not accept any liability for any claims arising from your use of a private vehicle.

### **Events outside of college control**

16. The College will not be liable or responsible for any poor, delays or non-performance if it is deemed to be outside of the control of the College.
17. Events which may be outside of College control include strikes, premises lock-outs, industrial action, civil disorder and riots, any form of invasion or terrorism, fires and explosions, private telecommunication works and natural disasters such as floods, storms, earthquakes.
18. In the event that any of these events do take place:
- a. We will contact you as soon as is practical.
  - b. Our obligations under these terms will be suspended. Where an event like this impacts on the programme we shall endeavour to resume expected performance as soon as physically and practically possible.

### **Your rights to cancel**

19. You absolutely have the right to cancel your contract between you and the College at any time:
- a. If you wish to cancel before the start of your programme, you can do this without incurring any financial liability. Any payments you have made at this point will be refunded in full.
  - b. Should you start your programme and cancel at any point after your start date, you will incur fees. Please read the refund policy at the end of this document in full for comprehensive details regarding refunds.

### **Our rights to cancel**

20. If the College cancels your contract before the programme starts:
21. If we are in a position whereby we have to cancel a programme due to an event outside of our control (such as unavailability student numbers, key personnel, or resources) we will endeavour to contact you as soon as possible in order to discuss other options.
22. If we have to cancel a programme due to low student numbers and you have made payments, you will be refunded.
23. The College reserves the right to cancel the contract with you any time, with immediate effect by giving you written notice, if:

- a. You do not pay the College/University when you are scheduled to or as directed by an agreed payment plan between yourself and the College/University.
- b. You breach the terms of the contract in any other way and you do not remedy the situation within 30 days of the College requesting you to do so.
- c. Any information supplied to the College by you is found to be misleading, false or incorrect.
- d. You receive a criminal conviction or caution.

### **Support for continuing studies**

24. By signing this study agreement you are stating that at the time of doing so you are a fit and able person that will be able to submit an assessment irrespective of the method of submission which means you are declaring yourself as fit.
25. You cannot then subsequently claim you were unfit due to circumstances or illness affecting your performance. If you have any queries about the 'Support for continuing studies' policy, or applying for 'Extenuating Circumstances', you can obtain this information from your course leader and/or our college VLE (Moodle).

### **Mitigating or Extenuating Circumstances**

26. If you are following a University of Northampton Award at Moulton College and need to apply for Mitigating or Extenuating circumstance your award leader will be able to assist you in this process.
27. You can obtain direct information from the UoN at these pages.  
  
<https://northamptonunion.com/get-support/advice/mitigating-circumstances>
28. For detailed explanations of the grounds for Mitigating Circumstances, please contact us by emailing [su.advice@northampton.ac.uk](mailto:su.advice@northampton.ac.uk) or calling 01604 89 2272
29. If you are following a HNC or HND with Moulton College If for any reason you feel you that you are unable to submit work for an up and coming assessment of any kind, you will be required to submit a Mitigating Circumstances Form. Along with this form you will find a detailed PDF of how the mitigating circumstances decision making process operates. You are required to continue where possible with your assessment until a decision has been made by the college Higher Education Academic Board.
30. You will find all information on our online student portal at this link: [HE Landing Page](#)
31. Please email your mitigating circumstances claim form with evidence to support your application to: [mitcircs@moulton.ac.uk](mailto:mitcircs@moulton.ac.uk) Please ensure that you submit evidence relating to the claim for example doctors note. Under no circumstances email your lecturer or award leader with a claim.
32. Moulton College is fully aware that the decision to study a Higher Education programme is a very important one and that there are many things to consider, including your academic/career aspirations, personal and family circumstances and financial situation. The interview process here is designed to assist you and ensure that you are able to make the

decision that is right for you and that you can commit fully to the programme through to successful completion.

33. In exceptional circumstances we may accept students onto the HND/C programmes who do not currently hold both GCSE Maths & English at Grade C/4 or above, however, please be aware that you may need to achieve these qualifications if you wish to progress to university to top up your HND to a full degree, as universities may not accept applicants without them. The college is committed to assisting you with this, please speak with your award leader for further information.
34. If you are completing a Higher National programme, and for any reason you do not attend college for four weeks without any notification or communication you will be automatically withdrawn from your course. The college will attempt to communicate with you repeatedly during this time period. If you are withdrawn from the college following this process your current student finance and future finance could be affected.
35. Students should be aware of the consequences of withdrawal during enrolment and on completion of withdrawal forms. It is important to know that we cannot withdraw them until the University do their part and in doing so, students may still be liable for some fees.
36. If for any reason you consider withdrawing from a higher education programme, we would encourage you to discuss your options with your programme leader and/or the student services team prior to making your final decision. They are best placed to give you advice and guidance and it may be that we can make arrangements to help you complete your study programme.
37. This section outlines what you will be expected to pay should you withdraw at any point. The table below shows the refund policy for each year of your HE programme.

How fees are paid	Date of withdrawal	Refund policy
In full	Within 6 Weeks	Refund 50% of the full annual programme fee
	After 6 weeks	<b>No refund</b>
By instalments ** (either College or FlexEd)	Within 6 Weeks	Credit note will be raised to the value of 50% of the full annual programme fee. Excess instalments will be refunded or further instalments taken, as applicable.
	After 6 weeks	All remaining instalments will be taken, with <b>no refund given</b>
By HE Loan	Within 6 Weeks	The Loan stops at the date of withdrawal, and the student will be <b>invoiced for the remainder of the annual programme fee up to the value of 50%.</b>
	After 6 weeks	The Loan stops at the date of withdrawal, and the student will be <b>invoiced for the remainder of the annual programme fee.</b>

\*\* if students are self-funded or employer-funded students, the college reserves the right to carry out a credit reviews to satisfy if the employer is of sufficient size to have publicly available credit to

support such applications. By signing this agreement, you are allowing the college to make this check.

## Term dates for 2024-2025

38. The term dates for the 2024-2025 academic year are as follows:-

Enrolment / Induction Week	16th September 2024
Term One start	23rd September 2024
Term Two start	27th January 2024

39. Semester dates for the 2024/25 academic year are as follows:-

### Semester 1

Induction week: week commencing Monday 16 September 2024

Teaching starts: Monday 23 September 2024

Reading Week: Monday 28 October - Friday 2 November 2024 inclusive

Christmas Holidays: Friday 20 December 2024 - Friday 3 January 2025 inclusive

Exams / Assessment weeks: Monday 13 January 2025 - Friday 24 January 2025 inclusive

Semester ends: Friday 24 January 2025

Duration: 15 Teaching Weeks

### Semester 2

Teaching starts: Monday 27 January 2025

Reading Weeks: Monday 17 February 2025 - Friday 21 February 2025 inclusive and

Monday 26 May 2025 - Friday 30 May 2025

Easter Holidays: Monday 7 April 2025 - Monday 21 April 2025 inclusive

Exams / Assessment weeks: Monday 19 May 2025 - Friday 23 May 2025 inclusive and

Monday 2 June 2025 - Friday 6 June 2025

Semester ends: Friday 6 June 2025

Duration: 15 Teaching Weeks

40. You may also wish to visit <https://www.moulton.ac.uk/he/semester-and-exam-dates> for the most recent dates.

## Right to appeal

41. If you withdraw from a Higher Education programme and feel that exceptional circumstances (i.e. serious illness or death including that of a close family member) prevent you from continuing your programme, you have the right to appeal the remainder of your fees.

42. Refunds will not be made for matters of inclement weather, minor illness, and changes in accommodation, domestic changes or work commitments. You can email your appeal to us at [he@moulton.ac.uk](mailto:he@moulton.ac.uk) but this must be done within **28** calendar days of your withdrawal date.



## **Additional Information**

43. This section is for your information only. Please read through and feel free to ask any questions.

## **Student Protection Plan**

44. The college mitigates risk of course closure and or loss of franchised validation through;
- a. Good governance and regulatory compliance
  - b. Quality provision and the maintenance of academic standards
  - c. Collaborative partnership agreements that allow for 'teach-out'
  - d. Robust Financial planning and reserves
45. The Office for Students is the regulatory body that rules on certain aspects of governance, funding as well as student finance for colleges, universities and higher education. As a college we are required to inform our students of plans relating to course closure and how we mitigate from such risks.
- The HE provision at Moulton College has been designed to be taught by integrated and flexible teams of academic staff and there is additional support from HEI Partners and where appropriate, employers.
  - Arrangements are in place to cover emergency delivery with the academic partners (University of Northampton).
46. In the event of any programme being discontinued or suspended for any reason, the College will undertake all reasonable actions to provide a suitable alternative.
47. A policy is in place with the franchised provider that the college commits to teach all HE students to the end of their course or 'teach out' to completion. This statement is in line with validated requirements and conditions set by awarding body partnership.

## **Information about how we as a college communicate with students about your student protection plan**

48. This information is available at different locations stated below:
- This Study agreement
  - Information at HE Induction
  - Course Handbooks
  - VLE and Website
49. Due consideration would be also be given to raising the matter at the SSLC (student and staff liaison committee) and within tutorial sessions each week.

## **Competition Markets Authority (CMA)**

50. As a Higher Education Student you have rights under Consumer law. This will generally apply to the relationship between universities and undergraduate students, as undergraduate students will generally be studying for purposes which are outside their trade, business or profession.

51. The CMA and the OfS publishes guidance on your rights as consumers you can find this below:

<https://www.officeforstudents.org.uk/advice-and-guidance/student-wellbeing-and-protection/student-protection/students-as-consumers/>

<https://www.gov.uk/government/publications/higher-education-consumer-law-advice-for-providers>

52. Moulton college also provides copies of this guidance on its website:

<https://www.moulton.ac.uk/about/higher-education>

## **Access and Participation**

53. The college has a published Access and Participation Plan, which can be found here:

<https://www.moulton.ac.uk/he/>

54. This means that the college is committed to widening participation, ensuring that students from all backgrounds have the access to higher education across all areas.

55. The plan outlines commitments made by the college to within these areas. We would like all of our student representatives to be aware of the plan, and the progress being made.

56. This will be monitored and addressed at regular cross college Equality, Diversity and Inclusion (EDI) groups, and Higher Education Steering Groups.

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## HE Student Charter - Student Sign-Off Sheet

The College's Data Protection Policy is the College's fundamental policy which sets out the types of Personal Data that the College may be required to handle, as well as the College's legal purposes for doing so, and it sets out how the College complies with its obligations under Data Protection Laws. It is available for your viewing at any time on the College's website.

Please tick the following if you agree:

- I agree to my personal data being stored and used to receive information about my course and information that will impact on my studies
- I agree to be sent information about Moulton College developments that might benefit me.
- I agree to receive information about other Moulton College courses
- I confirm I have no current or unspent criminal conviction and further agree to update Moulton College if this situation changes.

By signing in the table below, I accept the conditions of the student charter as outlined on pages 1 to 10, and confirm my choices to the above questions.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	