

In Partnership with



**UNIVERSITY OF
PLYMOUTH**



**WEYMOUTH
HIGHER EDUCATION**

Key terms of your contract with the College and the University

You are enrolled as a Student with Weymouth 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 Student Contract document and the documents referred to in it (such as the student handbook) which are available on the websites of the College 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 College.

1. When does the contract take effect?

If you have applied directly to the College, the date when your contract with the College and the University takes effect will be determined in accordance with your offer letter, once you accept that offer.

If you have applied via UCAS, the contract will take effect when you accept the College's offer as a "Firm Choice" or when your "Insurance Choice" becomes your "Firm Choice" (because, for example, you do not meet the entry requirements for your "Firm Choice").

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 "Student Contract" document and the documents referred to in it, including any specific requirements in your offer from the College, any entry and attendance requirements, the University's Instrument and Articles of Government, regulations, policies and procedures (including the student handbook), and any requirements notified to you by the College. This is not an exhaustive list. Your contract may also be subject to other agreements, rules or regulations between you, the College and the University which relate to your studies.

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.

3. 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 student debt section contained within the Fees Policy on the College's website, which will apply in any case of outstanding debt.

Please see the Student Contract document (paragraphs 13.3 and 13.4) for further information.

4. 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 16 of the 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, you can withdraw from your programme at any point under the terms of 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 University's Withdrawal and Interrupt Tuition Fee Charging Policy or any relevant policy of the College in force from time to time (as detailed on the College's website).

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

Yes, in limited 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 Student Contract document (paragraphs 3, 17 and 18) for further information.

6. 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.

7. 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.

8. How will my personal information be used?

The College and the University will each hold and process your personal data in accordance with the Data Protection Act 1998. 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.

Please see the Student Contract document (paragraph 10) and the relevant section of the student handbook for further information.

9. 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.

10. 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 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 Student Contract document (paragraphs 7 and 15) for further information.

11. 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 website) for further details. You can also contact the College direct.

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).