

2020-21

Student Agreement

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Introduction

The Southwark 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 Southwark College student and hope this document provides a useful framework for us to work together.

You should familiarise yourself with the NCG HE Regulations, referred to in this document.

You can see all the Southwark College policies, procedures and regulations that we refer to at www.lscollge.ac.uk – or you can get copies from a variety of places, for example your Department, the Head of HE, or Student Services.

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 Southwark College. It is intended to record the basic understanding between you and Southwark College, and to provide a framework through which we can work together to make the most of your time as a Southwark College student.
- 1.2 The following documents should be regarded as attachments, which form part of this Agreement, between you and Southwark College:
 - 1.2.1 your offer letter
 - 1.2.2 the registration form (usually online), which you have to complete
 - 1.2.3 the Southwark College online Student Handbook, which you can see posted on your course eME site.
 - 1.2.4 the programme (course) handbook which your Department gives you.
- 1.3 You can see all Southwark College policies, procedures and regulations that we refer to in this Agreement on eME or you can obtain them from your department or Student Services.
- 1.4 This Agreement applies to all Higher Education students of Southwark 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

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

- i) abide by the principles set out in the student behaviour management policy
- ii) abide by Southwark College regulations, policies and procedures, developed in conjunction with the Students' Union
- iii) communicate in an open and timely manner with each other.

4 Southwark 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 Southwark College's HE 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 Southwark College for all its students.

- 4.3 To obtain feedback from you about your experience of Southwark 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, Southwark 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).
- 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 Southwark 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 Southwark 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 Southwark College.
- 5.6 To register and enrol in accordance with the requirements established by the HE Directorate and College.

- 5.7 To engage actively with Southwark College by checking your Southwark College email account regularly for updates and current information.
- 5.8 To disclose any unspent criminal convictions when applying to Southwark 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 Department 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 Department 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 Southwark College services or facilities. Tuition fees will be as stated on the Southwark College website.
- 5.11 To ensure that you understand and comply with the Southwark College Fees Policy 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 of Southwark College, as amended from time to time. You will find the regulations on the Southwark College website. We will tell you of any changes to Southwark College 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 Regulations
- Assessment Regulations
- Complaints Procedure
- Fees Policy
- ICT Acceptable Use Policy
- Student Disciplinary Policy

- 5.13 To undertake the necessary actions if you withdraw or transfer from your programme and/or from Southwark College. The procedure for withdrawing is detailed in the student handbook

6 When the Agreement ends

- 6.1 This Agreement will end automatically when Southwark 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 Southwark 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 Southwark College's Student Disciplinary Policy or any associated professional conduct procedures)
 - 6.3.2 Southwark College withdrawing you from your studies for persistent non-attendance and/or non-engagement with Southwark College, in compliance with the Attendance Policy of Southwark College
 - 6.3.3 a decision of your assessment board, based on your academic performance
 - 6.3.4 non-payment of fees (in accordance with Southwark College's Fees Policy)
 - 6.3.5 Southwark College becoming aware of information about you that it did not previously know, which, in the reasonable opinion of Southwark College, makes it inappropriate for you to study on your programme. For example, this may apply if you have not supplied Southwark 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 Southwark 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 Southwark College's

procedures, Southwark 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 Southwark College and is not enforceable by any other person.

7.4 Legal liabilities

7.4.1 Neither you, nor Southwark 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 Southwark 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 Southwark College premises, unless caused by the negligence of Southwark College or its employees
- ii) death or any personal injury suffered by you, unless caused by the negligence of Southwark 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. Please contact Student Services on +44(0)203 757 3144 or email abida.umarji@lscollge.ac.uk

Southwark College