

Student Agreement

Academic Year 2023/24

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Location of study including likely work placements: AECC University College address as above; NHS and other work placements in local/regional hospitals and settings, unless otherwise agreed.

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Introduction

This document contains the rules and regulations which will apply to you as a student enrolled on a course leading to an award of AECC University College. Please read through this agreement and keep it safe so that you can refer to it throughout your studies.

This Student Agreement forms the basis of the contractual relationship between you and us. It is important that you read this agreement before applying to the course, accepting an offer or enrolling with us. This agreement explains how we will manage changes to the information that we have given to you, including to this agreement. This agreement is reviewed annually.

Students enrolled at the AECC University College opt in to become members of the AECC University College Students' Union (ASU). For more information, see the Students' Union web pages.

Section 1 includes the terms that are relevant to the application and admissions process. Section 6 (Liability, ending the agreement and general provisions) applies to applicants as well as offer holders and enrolled students. All the other sections of this Student Agreement will apply to you if we make you an offer, and you should read them if you are considering applying or accepting an offer. They also apply to existing students, and students agree at registration annually that they will abide by the terms of this agreement. Key changes to the Student Agreement which you have previously entered into are highlighted overleaf.

The key information about the course on which you will enrol, such as how the course is structured, overarching information about learning teaching and assessment methods, can be found in the relevant Course Specification available from the from the Course Specifications web page. Information about relevant course accreditations can be found in the course specifications.

The regulations which govern assessment, including progression and awards, can be found from the <u>Latest Policies web page</u> and on the University College Virtual Learning Environment (VLE) for enrolled students. See sub section 17 of this agreement.

For existing students: new policies/amendments to student-facing regulations, policies and procedures for 2023/24

A number of our policies have been updated as part of our usual review. This Student Agreement makes reference to all of our up to date policies and procedures, and key changes of relevance to existing students can be found at the top of our Latest Policies web page at:

https://www.aecc.ac.uk/about/how-we-work/latest-policies/

All students are welcome to discuss our policies with us at any time, and you can contact Registry in the first instance at registry@aecc.ac.uk.

Section 1 Terms for Applicants

1. Admissions

- 1.1 You will usually need to apply via the Universities and Colleges Admissions
 Service (UCAS) for our undergraduate courses and through our online application system for our taught postgraduate courses. You will need to meet certain requirements when preparing your application. We give more information on our website and in our Recruitment, Selection and Admission policies and procedures. (Latest Policies webpage). You may be required to attend for an interview before we can make you an offer and we may ask for references at this stage.
- 1.2 We consider all applications on equal merit and using transparent academic and non-academic entry requirements to support judgements made during the selection process. Our principal concern when considering your application is that you will be able to achieve the learning outcomes of the course. AECC University College is firmly committed to promoting equal opportunity, and our Equality, Diversity, Inclusion and Belonging Policy available from the Latest Policies webpage underlies every aspect of our student selection.
- 1.3 We will apply the standard selection criteria when considering students who need additional learning support. You may need to contribute towards the cost of an assessment and there are limits on the support that the UK government will fund. We might need to ask you to contribute to funding your support. If you are not a UK based student, you may not be eligible for any UK public funding.
- If you have not supplied us with up to date, accurate or complete information, we reserve the right not to proceed with your application. If the information would have affected our decision, or we believe your application is misleading or fraudulent, we may withdraw or change an offer. If we subsequently find that you have been admitted on the basis of fraudulent information you will normally have your registration terminated. If you are an international student who has been admitted on the basis of fraudulent information this will normally be reported to the relevant government agency. We will tell you if we do this and you can appeal. For the Admissions Appeals and Complaints Policy and Procedure see the Latest Policies webpage.

Aspects of the course which you may find surprising or unusual

1.5 There may be some aspects of our courses of study that are surprising or unusual, which you should be aware of before joining. More information about these aspects of our courses is available in the section Important information and additional costs available from the Latest Policies web page; information is also sent to you when we make you an offer.

2. Offers

- 2.1 An offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions in the offer email and the other information we give to you with the offer. You will only be able to take up your place if you meet the academic and other conditions and requirements for admission. If you do not meet all of your conditions, please contact us to discuss your options at admissions@aecc.ac.uk.
- 2.2 When you accept your offer, you will agree to this Student Agreement.
- 2.3 If you are an international student, you will need the correct immigration permission to study in the UK. You will not be able to start your course if you do not have the correct visa or leave to remain in the UK. If your visa is removed or expires we will have to report this to the Home Office and withdraw or suspend you from the University College until the matter is resolved.
- 2.4 The offer may be subject to non-academic conditions including a suitable enhanced Disclosure and Barring Service (DBS) check and occupational health questionnaires and processes. It is important that you complete these processes before your course is due to start.

Cancelling after you accept your offer

2.5 You have the right to change your mind and cancel this agreement within 14 days of accepting your offer from us. If you want to cancel during this 14-day cancellation period, you must contact Admissions via email to admissions@aecc.ac.uk or send in the cancellation form.

Cancelling and withdrawing at the start of your course

- 2.6 As well as the cancellation right in paragraph 2.5, you have the right to withdraw from your course before you enrol and within 14 days of the official start date of the course.
- 2.7 If you want to withdraw, you must contact the Academic Registrar at Registry@aecc.ac.uk using the details at the top of your offer email. You do not have to give a reason. You can tell us that you want to withdraw by email, letter, telephone, or by sending a cancellation form.
- 2.8 If you withdraw within 14 days of the official start date of the course, we will refund any fees that you paid on enrolment. If you are entitled to a refund, we will pay it to you within 14 days of you withdrawing.
- 2.9 If you want to defer your start to a later entry point, you must contact the Admissions team (Admissions@aecc.ac.uk) as soon as possible using the details at the top of your offer email. You may be able to defer entry until the following academic year but this may not always be possible. You will normally not be able to defer entry for more than one year.
- 2.10 You may withdraw from your course or apply to take a study break after 14 days from the official start date of the course. We may not refund all the fees you have paid if you do this and there may be implications for arrangements with the Student Loans Company or other financial support. Please see the *Tuition Fees Policy* on the <u>Latest Policies webpage</u>.
- 3. Changes before you enrol
- 3.1 We may change our admissions requirements for future years of entry. Once we have published the requirements, we will only change them in exceptional circumstances. For example, we might have to change entry requirements for courses that lead to a professional qualification or registration if this is required by the professional body or regulator.
- 3.2 It is important that we can update or amend courses and units. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students.

- 3.3 We formally review our courses periodically under our Course Consideration, Approval and Periodic Review Policy and Procedures available from the Latest Policies webpage. If we have planned a review for a course it will be published on our website.
- 3.4 We may also make changes to courses under our *Course and Unit Modifications Policy and Procedure* available from the <u>Latest Policies webpage</u>. These changes will not affect the nature, focus or purpose of the course.
- 3.5 If you have applied for a course we will contact you if we make significant changes to the course information on our website or to other information we have given to you, including this Student Agreement.
- 4. Admissions appeals
- 4.1 Normally there is no right of appeal against a decision not to offer a place on the course either on academic grounds or as a result of your interview. We will only consider such an appeal:
 - Where there is substantial new information, which for valid reason was not made available either on the application form or during the selection procedure, and where that new information is significant and directly relevant to the original decision.
 - Where there is evidence of improper conduct or irregular procedure during the selection process or the complaint investigation.
- 4.2 We will not consider appeals based on errors made by external agencies, organisations or individuals but will in such cases undertake to review our original decision in the light of new information if that information is significant and directly relevant to the original decision.
- 4.3 If you believe you have grounds for appeal against an admissions decision you should follow our Admissions Appeals and Complaints Policy and Procedure available from the Latest Policies webpage. You should write to the Academic Registrar (Registry@aecc.ac.uk) within two weeks of the date of admissions decision, including your evidence to support the grounds for appeal.
- 5. Admissions Complaints
- 5.1 If you wish to complain about our recruitment, selection or admissions

process, you should follow our Admissions Appeals and Complaints Policy and Procedure available from the Latest Policies webpage. In the first instance you should contact the Academic Registrar (Registry@aecc.ac.uk). You should make

your complaint within two weeks of the matter you are complaining about. We will only consider a complaint that you make later than this in exceptional circumstances.

Section 2 – General terms for students

- 6. AECC University College and student obligations
- 6.1 When you start your studies at the University College you will become part of a diverse community of students and staff from a wide range of backgrounds. We are committed to developing an inclusive environment, where all who study and work here are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background. The AECC University College Student Charter has been created to define what we pledge to do for our students, and what we expect from our students in return. You can read it on our Student Charter webpage. Please also refer to our Equality, Diversity, Inclusion and Belonging Policy and our Religion and Belief Policy available from the Latest Policies webpage.
- 6.2 Institutional Pledge: AECC University
 College and AECC Students' Union (ASU)
 are committed to achieving a diverse and
 inclusive culture which offers equality and
 opportunity for all by eliminating unlawful
 discrimination, bullying, harassment, or
 victimisation, advancing equality of
 opportunity and promoting respectful
 relations in all circumstances.

We are committed to achieving an environment in which all members of the University College are treated fairly and equally, with dignity and respect, so that everyone has the opportunity to realise their full potential; and all decisions are based on merit. All interactions will be grounded upon mutual respect, open communication, and, for personal relationships, on clear consent. Bullying, harassment, sexual misconduct, discrimination or victimisation will not be tolerated. This includes offensive banter.

All members of the University College have a responsibility to take an active role in upholding this collective commitment in our work/study practices and personal interactions.

As part of our collective responsibilities, we encourage the reporting of incidents. We will consider the academic, welfare

- and support needs of those affected by an alleged incident, and will fulfil our duty of care to all involved parties.
- Conduct, by any member of the AECC University College community, which is found to fall short of this expectation will not be tolerated and will be subject to disciplinary processes.
- 6.3 The University College has adopted the International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism (with caveats) to signify its commitment to fighting racism in all its forms, including anti-Semitism.
- NDA (non-disclosure agreement)
 Pledge: Backed by the Minister for
 Higher and Further Education, former
 Equalities Select Committee Chair Maria
 Miller MP and campaign group
 #CantBuyMySilence, AECC University
 College commits to not using NonDisclosure Agreements to silence people
 who come forward to raise complaints of
 sexual harassment, abuse or
 misconduct, or other forms of
 harassment and bullying.
- 6.5 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from the University College.
- 6.6 If you are involved in any activities in the prosection laboratory or activities that involve contact with patients you must sign a confidentiality agreement annually during online registration (see section 7.9).

Permission to study in the UK

6.7 If you have been sponsored by the University College under the UK Visas and Immigration's Student Route or have a permit to study in the UK it is your responsibility to ensure that you have the correct documentation to remain in the UK and that your visa is appropriate and current. If you do not have the correct documentation this is an offence in law and could lead to your deportation from the UK

by UK Visas and Immigration. You will need to demonstrate an ability to comply with the terms of the Sponsored Student Academic Engagement Monitoring Policy and Procedure available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students. If you fail to meet the conditions as defined in our Sponsored Student Academic Engagement Monitoring Policy and Procedure, we may withdraw you from your course, in which case we are legally required to withdraw your visa sponsorship and report this to the Home Office.

Health and safety

- 6.8 You must tell Registry as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. Please see the Exceptional Personal Circumstances Policy available from the Latest Policies webpage and from the VLE for enrolled students under Policies for Students.
- 6.9 If you are enrolled on any course and have a serious infectious disease you should inform Registry as soon as possible and not attend the University College until you have been told that it is safe to return.
- 6.10 You must comply with any instructions given by the University College about health and safety and fire safety, given in the *Health and Safety Policy* available from the <u>Latest Policies webpage</u>.
- 6.11 You must not smoke or use electronic cigarettes in any University College buildings or at entrances to our buildings; if you wish to smoke you should use the smoking shelter provided in the front Car Park only.
- 6.12 The University College does not permit abuse of alcohol or the use of drugs or other illegal substances, and students must not be intoxicated when engaging in teaching and/or clinical activities. Abuse of alcohol or drugs may lead to your fitness to complete your course of study being questioned and the University College taking action under the Student Disciplinary Policy, Cause for Concern Policy or Student Fitness to Practise Policy (where applicable). These are all available on the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.

- 6.13 You are responsible for and must look after any equipment or property that we allocate to you or authorise you to use.
- 6.14 You may need to pay for repair or replacement if items are damaged, lost or stolen. We will give you further information when we provide equipment. We ask you not to remove University College equipment from the premises or from one room to another.
- 6.15 There is no facility for students to park their cars on site at the University College. Students are encouraged to travel via sustainable modes. Secure cycle storage compounds are provided on campus.

7. Services

Learning Services (including Library)

7.1 All students have access to University College learning services which includes library facilities. When using these resources or facilities you must comply with the *Rules relating to Library Use* available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students. If you do not comply with these rules and regulations when using these resources or facilities we may apply sanctions under those policies. We may also take action under the *Student Disciplinary Policy and Procedure*.

Copyright

7.2 The University College is licensed to allow some copying of copyright materials, which would otherwise constitute a breach of copyright. You must comply with the conditions of the licence by following the detailed instructions, posted near each photocopier. You must record all photocopying as described in these instructions. You should note the requirements of the *Copyright Policy* available from the <u>Latest Policies webpage</u> and on the VLE for enrolled students under <u>Policies for Students</u>.

Information, computing and technology

7.3 When using the University College's IT facilities, you must comply with the IT Acceptable Use and IT Security and Password Policies available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students, and the associated regulations policies, and procedures. In particular you must pay attention to current security advice and guidance which also applies to the use of your own devices, and is in place to

- protect yourself from cyber threats as well as the institution and its data. These rules apply to all computer and telecommunications networks including telephone, wi-fi and internet services used by or provided by us.
- 7.4 You must not share your AECC University College login and password with anyone including allowing third parties access to our resources. Additional rules or restrictions may apply to some resources, facilities, software, hardware or services, for licensing or other reasons. For example:
 - we have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. Use of resources for other purposes is not permissible.
 - you must not use the University College's network, resources or services for any illegal purpose, such as harassment, malicious activity or fraud.
 - You must not attempt to connect your personal device to any AECC University College network other than the relevant guest wi-fi networks (currently 'AECCWIFI', 'The Cloud' and 'Eduroam').
 - You must report the loss of any device containing AECC University College information, including email, to the IT Helpdesk immediately who will liaise with the DPO where appropriate.
- 7.5 If you do not comply with the IT rules, we may apply sanctions, and we may stop you accessing resources. Breaches of the IT rules may also result in action under the Student Disciplinary Policy and Procedures.

Student Services

7.6 All students have access to the services provided through Student Services. This includes additional learning support, assistance with study skills, English for academic purposes, financial support and advice, access to a Wellbeing Officer and Counsellors. We encourage all students to make use of the support available.

Student identity cards

7.7 Once you have completed the enrolment process you will receive your student identity card. The identity card gives you entry to the University College buildings, enables you to borrow library books, and identifies you as a student of this institution with permission to be on our premises, so

you should keep it safe and carry it with you at all times when you are at the University College. You will also need to present this card to take assessments. The card is for your use only. If you lose it you can ask Reception for a replacement. This will cost £10.

Accommodation

7.8 You are responsible for making your own accommodation arrangements while enrolled at the University College. Our Student Services team can offer you advice and assistance in finding accommodation if you need it. See the accommodation page on our website.

Learning in the Prosection Laboratory

7.9 There are very strict regulations surrounding the use of donated bodies within the United Kingdom. Everyone who uses the facilities has an obligation to ensure the facilities are used appropriately at all times and that the dignity of those who have generously left their bodies to medical science is preserved. The prosected specimens are fragile and must be handled with great care. There are specific rules, regulations and working procedures for the Prosection Laboratory. The Code of Practice for the Prosection Laboratory is available on the Latest Policies webpage.

Practice Related Learning

- 7.10 Those courses which have a practice related learning component can expect to involve a range of internal and external opportunities as appropriate to the course, regulator, and professional college/bodies. This will be predicated on and informed by the rules and regulations stipulated in the AECC Practice Related Learning Policy.
- 7.11 Students allocated into the on-site AECC Chiropractic Clinic or Integrated Rehabilitation Centre (IRC) will be bound by the requirements in operation within that clinic. There are clinic manuals which set out the standard operating procedures and the detailed requirements for students working in the AECC Chiropractic Clinic and IRC and you will receive these manuals at the relevant time.
- 7.12 Students on external attachments to the University College are subject to the rules and regulations set out in the AECC Practice Related Learning Policy as well as those of your external provider, and the additional guidance outlined in your Practice Related Learning Handbook.

7.13 Simulated learning is part of practice related learning and is an opportunity to rehearse technical skills alongside communication and leaderships skills to develop a greater awareness of human factors. Simulation uses low to high fidelity techniques, which can include a range of part task trainers, role play, mock therapeutic/clinical environments, manikins, simulated patients and other technology such as gamification and virtual and augmented reality. Students can expect to experience this at the appropriate times within their course.

You should refer to the *Practice Related Learning Policy* on the <u>Latest Policies</u> webpage, which sets out the expectations and requirements of students undertaking practice as part of their courses.

8. Students and Intellectual Property Rights

- 8.1 Intellectual property is the product of thought, creativity, and intellectual effort. In the course of their studies at AECC University College, students may generate intellectual property which is of some commercial value. A variety of legal rights protect applications of ideas and information that may be of commercial value. Those most relevant to the University College include patents, registered designs, copyright and 'know how'. The law is clear that intellectual property created by staff in the course of their employment belongs to their employer. Any assignment of student intellectual property must be provided by a specific contract.
- 8.2 Where a student generates intellectual property, the student has a duty to promptly inform the University College of the intellectual property. When considering any Intellectual property generated by one of its students, the University College will seek to strike a balance between fulfilling its duty of care to the student and exploiting intellectual property for the good of the University College. In each case the University College will be mindful of protecting any third-party rights that may be relevant in the generation of the intellectual property.
- 8.3 Students own the intellectual property they generate in the course of their studies at the University College. As the generator of the intellectual property the student will always be deemed the inventor of the intellectual property in the case of any patent filing; and an owner in the case of copyright.
- 8.4 For postgraduate students, any intellectual property generated is seen as the result of

interaction between the student and the University College's academic staff, and, therefore, jointly developed. In cases where the work is commercially viable, the University College will seek to obtain intellectual property protection (such as a patent or registered design). In such circumstances, the University College staff intellectual property contribution will be owned by the University under the University staff's contract of employment, and the student will be deemed as University College staff in respect of the intellectual property ownership and will be entitled to the same benefits of remuneration as University College staff.

9. Changes after you enrol

- 9.1 It is important that we can update or amend courses and regulations. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students. Sometimes changes may be needed to meet the requirements of our professional, statutory and regulatory bodies.
- 9.2 We formally review our courses periodically under our *Course Consideration, Approval and Periodic Review Policy* available from the <u>Latest Policies webpage</u>. If we have planned a review for a course it will be published on our website.
- 9.3 We may also make changes to courses under our Course and Unit Modifications Policy and Procedure. These changes will not affect the nature, focus or purpose of the course.
- 9.4 Updates to a course following a formal review or under the modifications procedure will usually apply only to new intakes of students. However, in some circumstances, changes may affect current students. If a proposed change does affect current students, and is a significant change to information in the Course Handbook that we give you when you enrol then we will consult affected students under the procedure below. Examples of significant changes are:
 - A change of award or course title
 - The removal or addition of a unit
 - A change in the aims or outcomes of a course or unit
 - A change in the place of delivery
 - A major change to information in the specified sections of the approved unit

- specification about unit aims and learning outcomes, or summative assessment.
- 9.5 If a proposed significant change will affect current students as described above, we will ensure students are consulted, will make reasonable efforts to obtain student support for the changes and will inform affected students if we implement the changes.
- 9.6 If we make a significant change to your course with the support of other students for reasons other than an event outside our control (see Section 6), or we make a significant change to information given to you, and in either case you did not agree to the change and it causes you exceptional hardship, we will consider whether it is appropriate to take further steps to reduce the adverse effects for you. There may be limits or conditions on any offer that we make to you.
- 9.7 In some cases, we will review a course because we are considering closing it for future intakes. If we decide to close a course, we will make sure that appropriate arrangements are in place until current students have completed the course. We will manage and maintain academic quality and standards and provide appropriate learning opportunities. We will manage this process under our Course Closure and Suspension of Courses Policy and Procedures, available_on the Latest Polices webpage.
- 9.8 The University College's Student Protection Plan is a document that is approved by the Office for Students (OfS) that every University is required to have. It sets out what measures we have in place to protect

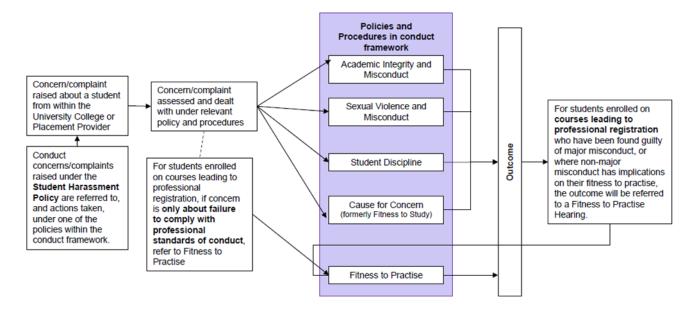
- you, as a student at the University College, should a risk to the continuation of your studies arise and details how we would communicate with you about this. The Student Protection Plan is available on the Latest Polices webpage and on the VLE for enrolled students under Policies for Students.
- 9.9 We may also need to make changes to other information that we have given to you, including to this Student Agreement. For example, we may need to amend our policies and procedures. Where this occurs, we will ensure that you are kept fully informed about these changes.

10. **Complaints**

- 10.1 The Student Complaints Policy applies if you wish to make a complaint about courses, services or facilities provided by the University College. A complaint is defined as 'an expression of dissatisfaction by a student or students about the University College's action or lack of action, or about the standard of service provided by or on behalf of the University College' and/or 'an expression of dissatisfaction by a student or students about the Students' Union action or lack of action, or about the standard of service provided by or on behalf of the Students' Union'. The policy is available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 10.2 If you are not satisfied after completing all the stages of our Student Complaints
 Policy, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). Further information is given in our policy.

Section 3 - Student Conduct Framework

- 11. The Student Conduct Framework
- 11.1 The Student Conduct Framework signifies the importance of student behaviour whilst studying at the University College.



11.2 The policies related to student behaviour are outlined below.

12. Fitness to Practise

- 12.1 The Student Fitness to Practise Policy and Procedures is for students enrolled on courses leading to professional registration. It provides a framework for the University College to exercise its duty in the public interest that students following degrees leading to professional health and social care qualifications meet relevant professional standards for fitness to practise, including professional attitudes and professional behaviours. The policy is available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 13. **Support to Study** (formerly Cause for Concern)
- 13.1 We are committed to an ethos of equality and inclusivity and aim to promote positive mental health and well-being. We encourage all students to ask us for support as soon as possible when it is needed so that we can help you realise your full potential and complete your studies.
- 13.2 Occasionally a student's physical or mental health condition may impact upon their own, or others', ability to fulfil their potential; alternatively, a student's behaviour may give cause for concern but the *Student Disciplinary Policy and Procedures* may not

be the most appropriate route of resolution. The Support to Study Policy outlines the action that we will take in such instances to ensure that issues can be dealt with in a supportive, clear and transparent fashion. The policy is available in full from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.

14. Student Disciplinary Policy

- 14.1 As a member of the University College community, you must conduct yourself with regard for the good name and reputation of the University College. We will normally consider giving advice and guidance to improve conduct and behaviour before taking action. For more information, see the Student Disciplinary Policy and Procedures. The policy is available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 15. Sexual Violence and Misconduct Policy
- 15.1 AECC University College and AECC University College Students' Union are committed to ensuring that all interpersonal interactions will demonstrate dignity and respect, and personal relationships are grounded upon mutual respect, open communication, and clear consent. You

- should refer to our Institutional Pledge, paragraph 6.2 of this agreement.
- 15.2 Conduct, by any member of AECC
 University College community, which is found to fall short of this expectation will not be tolerated and will be subject action under the Sexual Violence and Misconduct Policy. The policy is available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 16. Harassment Policy
- 16.1 We are committed to providing a positive and satisfying learning and working environment that is free from physical, verbal and non-verbal harassment and bullying of individuals on any grounds.

Section 4 – Academic matters

- 17. Assessment
- 17.1 The assessment regulations which apply to your course are set out in the Assessment Regulations available from the Latest Policies webpage and on the University College VLE under Policies for Students for enrolled students. Please make sure that you refer to the correct version of the regulations.
 - For all new entrants, version 2.6 applies.
 - Continuing students who remained on version 2.2 of the Regulations now move to version 2.2 [revised].

If you are in any doubt as to which assessment regulations apply to you, speak to your Course Leader.

- 17.2 The Assessment Regulations include the maximum periods for completion of courses, pass marks and adjustments, requirements for progression, submission of work (including the consequences of late submission), attendance at examinations and requirements for particular awards and classifications. These regulations also set out requirements and restrictions on reassessment and re-sits, repetition of units, and caps on marks in some circumstances.
- 17.3 Assessment regulations are reviewed regularly and you will be notified of any changes.
- 17.4 Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late. For example, work may not be marked or the

- AECC University College promotes a working and learning environment in which harassment and bullying are known to be unacceptable and where any instances which arise are dealt with appropriately and fairly. Allegations of harassment will be treated seriously and could result in disciplinary action being taken against the alleged harasser.
- 16.2 Students have the right to complain about behaviour they find personally offensive even when they are not the target of that conduct.
- 16.3 For more information see the *Harassment Policy and Procedure for Students* available from the <u>Latest Policies webpage</u> and on the VLE for enrolled students under Policies for Students.
 - mark may be capped. This is explained in the Assessment Regulations.
- 17.5 Detailed rules apply to examinations for example, governing student behaviour while in examination rooms. These rules are set out in the Academic Integrity and Academic Misconduct Policy and Procedure, available the Latest Policies webpage and on the University College VLE under Policies for Students for enrolled students.
- 18. Submission of written work
- 18.1 Most written work for assessment will be submitted through Turnitin via the VLE.
- 18.2 Turnitin is web-based software which enables text-based student work to be submitted for assessment and also checked for matching text against webpages, e-journals and previously submitted work. For students on undergraduate and masters courses Turnitin is used:
 - To check work submitted for summative assessment, potentially assisting the investigation of suspected cases of academic misconduct.
 - As a learning tool supporting the development of students' understanding of good academic practice. This means that you have an opportunity to use Turnitin before you submit your work to develop your own academic integrity.

- 18.3 You must submit your written work in line with the requirements set out in the Online Assessment Handling and use of Turnitin Policy and Procedures, available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 19. Academic integrity and academic misconduct
- 19.1 All academic misconduct is serious and will be dealt with using the Academic Integrity and Academic Misconduct Policy and Procedure, available in full from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students. Academic misconduct is defined as 'any action by a student which gives or has the potential to give an unfair advantage in an examination or assessment, or might assist someone else to gain an unfair advantage, or any activity likely to undermine the integrity essential to scholarship and research'. Academic misconduct includes behaviours such as cheating, collusion, acquiring or buying material or paying another person to complete an assignment, using 'essay mills' and plagiarism.
- 19.2 It is also an offence to assist another student to do any of these things.
- 19.3 A non-exhaustive list of examples of behaviours or actions which may constitute academic misconduct is available within the policy.
- 20. Exceptional circumstances and academic appeals
- 20.1 Sometimes there may be serious and unforeseen individual circumstances that affect your learning (including assessment). The University College aims to ensure there is support available to all students with exceptional personal circumstances. If you think this applies to you see the *Exceptional Personal Circumstances Policy* available from the Latest Policies webpage and on the VLE for enrolled students_under Policies for Students.
- 20.2 An academic appeal is a request for a review of a decision of an academic body charged with making decisions on student progression, assessment and awards. For more information see the *Academic Appeals Policy* available from the <u>Latest Policies webpage</u> and on the VLE for enrolled students under <u>Policies for Students</u>.

- 20.3 You must tell us about exceptional personal circumstances under the relevant procedure before the Assessment Board meeting. If you did not do this, you cannot appeal based on these factors.
- 20.4 Even if your appeal is successful, you need to complete and pass all elements of your work before progressing to the next stage of your course. You will not receive your degree or other academic qualification until all outstanding examination or assessment appeals have been resolved.
- 20.5 If you are not satisfied after completing all the stages of our academic appeals procedure, you can complain to the Office of the Independent Adjudicator for Higher Education (the OIA). Further information is given in our policy.
- 21. Study break or withdrawing from your course
- 21.1 If you wish to withdraw from your course or take a study break, you should discuss this with your Course Leader or Personal Tutor in the first instance. There may be financial implications if you withdraw or take a study break (see section 5). If you are being sponsored by the University College on a student visa, there will also be implications for your leave to remain in the United Kingdom.
- 22. Transfer to another course
- 22.1 The University College will always try to support you to enrol and study on a course which best suits your needs, aspirations and circumstances and we have provision for you to request a transfer to a different course of study. However, transfer cannot be guaranteed, and there may be academic or resource constraints which mean this is not possible. This may particularly be the case should you wish to transfer to another institution. Transferring to another course may also have implications for any funding you may receive, or for your visa status if you are sponsored on a Student Route visa.
- 22.2 Further information is available in the Course Transfer policy available from Latest Policies webpage and on the VLE for enrolled students under Policies for Students.

Section 5 - Fees and charges

23. Tuition fees

- 23.1 We are committed to a fair and transparent policy for charges made to our students and details are found in the *Tuition Fees Policy* (available from the Latest Policies web page and on the VLE for enrolled students under Policies for Students). Details of the specific fee levels for each course can be found on our website within the 'Course Fees' subsection of each course page.
- 23.2 We sent you information about your tuition fees with your offer email. Where there are additional payments required for things you need for your course, these are set out in the *Important information and additional costs* section of our <u>Latest Policies web page</u>. This information is also sent with your offer.
- 23.3 UK students taking a course may be eligible for a tuition fee loan from the Student Loans Company. For undergraduates (including integrated undergraduate Masters courses) if your loan application is accepted, the Student Loans Company will pay your tuition fees directly to us. For postgraduate students the contribution towards costs is paid direct to the student. The Student Loans Company has its own rules and procedures and you must follow these. Undergraduate students will need to apply to the Student Loans Company for each year of the course.
- 23.4 If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. Students retain ultimate liability for payment of their fees, even if they are sponsored by a third party.
- 23.5 If you are obtaining a tuition fee loan from the Student Loans Company or Student Awards Agency for Scotland, you must supply your Student Support Number during online registration. This can be found on your confirmation letter.
- 23.6 If you are paying your own tuition fees then they are payable to AECC University College. The tuition fees are payable at the beginning of each academic year. The University College will allow you to pay your fees in instalments and details as to when and how to pay can be found in the *Tuition Fees Policy* (available from the Latest Policies web page) and on the VLE for

- enrolled students under <u>Policies for Students</u>.
- 23.7 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter and the consequences of failing to pay your tuition fees on time can be found in the *Tuition Fees Policy*.
- 23.8 In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.

24. Bursaries and Scholarships

- 24.1 The University College offers a number of bursaries and scholarships, and these are detailed in our <u>Student Finance webpages</u>. These are awarded in accordance with our <u>Bursaries and Scholarships Policy and Procedure</u> (available from the <u>Latest Policies web page</u>).
- 24.2 The University College also offers Sports Scholarships for talented athletes at various levels of achievement who are keen to continue their development as sports performers alongside their studies.

25. Additional costs

- 25.1 In addition to your tuition tees and living costs there are a number of items which you will be required or recommended to purchase in order to get the maximum benefit from the course.
- 25.2 Required additional costs may include satisfying occupational health requirements, including paying for an assessment of your immunisation status and additional vaccinations if needed, and placement uniforms.
- 25.3 There are also items which are optional but which may enhance your time at the University College but which attract additional costs.
- 25.4 Information about additional costs for your course is sent with your offer and is also available from the <u>Latest Policies web page</u>. This document is reviewed and updated annually.

26. Financial difficulties

26.1 If you are experiencing financial difficulties that are impacting your ability to meet the

costs of your course, including tuition fees, you should tell us as soon as possible by emailing studentfinance@aecc.ac.uk or coming to the Student Finance office. We will always seek to be sympathetic and understanding of individual student financial circumstances.

If you are having difficulty paying library fines and/or charges you should contact the library or email LearningServices@aecc.ac.uk.

- 26.2 Wherever possible, our Student Finance
 Team will work with you to agree an
 acceptable payment plan. We will consider
 your individual circumstances and any
 supporting documentation you provide. If you
 do not keep up with payments under a
 payment plan the debt will become payable
 in full.
- 26.3 If you do not agree with the debt, you should email studentfinance@aecc.ac.uk as soon as possible. If the dispute is not resolved, you can complain under the Student Complaints Policy and Procedure available from the Latest Policies web page and on the VLE for enrolled students under Policies for Students. We will not apply sanctions or take action to recover the debt while we deal with your complaint.
- 26.4 Our Student Services team is also available to help and advise you if you are struggling with living costs.
- 27. Sanctions for non-payment

Tuition fees

- 27.1 If you fail to pay tuition fees when they are due, or to make payments under an agreed payment plan, we may apply all or any of these sanctions:
 - Withdrawal of library borrowing rights
 - Withdrawal of student IT rights
 - Not permit you to re-enrol for a subsequent academic year
 - Withdrawal from a course
 - Not issue you with a final award certificate
- 22.2 If you do not pay any fees or charges on time, we may also take steps to recover the debt using external agencies. Further details of which can be found in the *Tuition Fees Policy* available from the <u>Latest Policies web page</u> and on the VLE for enrolled students under <u>Policies for Students</u>.

Library sanctions

- 27.2 Please return all library books on time to ensure your student colleagues have access to the resources they need. Please make sure that when you leave the University College you return all library books as soon as possible. The University College will take steps to recover overdue library books alongside provisions of our Rules Relating to Library and Learning Services Use available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 27.3 The Library may prevent you from borrowing further items or renewing existing loans if you have:
 - an item which is overdue
 - damaged an item, even if you have paid for it.
- 27.4 If you do not return library loan items, you may be invoiced for their replacement. If this invoice remains outstanding, we may refer the debt to our external solicitors and/or debt collection agents who will take steps to recover the debt.
- 28. Financial arrangements on withdrawal or study break
- 28.1 If you take a study break or withdraw from your course you will need to pay tuition fees up to the date of withdrawal or start of the study break. If you have paid more fees than are due we will refund them. Details of the liability periods can be found in the *Tuition Fees Policy* available from the Latest Policies webpage and on the VLE for enrolled students under Policies for Students.
- 28.2 If you have taken a tuition fee loan from the Student Loans Company we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable. For undergraduate students, if a refund is payable, we will pay it to the Student Loans Company.
- 28.3 If you withdraw or take a study break, or if we withdraw or suspend you, it may affect the number of years for which you can get a student loan. You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold.

Section 6 – Liability, ending the agreement and general provisions

29. Events outside our control

- 29.1 We will not be liable to you if we fail to perform, or delay, any of our obligations under this Student Agreement because of an event outside our control. An event outside our control is any act or event beyond our reasonable control including, but not limited to, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 29.2 If an event outside our control affects our performance under this Student Agreement, we will contact you as soon as reasonably possible. The affected obligations are suspended and our time for performance is extended while the event outside our control continues.
- 29.3 We will start to perform our obligations again as soon as reasonably possible when the event outside our control ends.

30. Liability

- 30.1 We take reasonable care to keep our students safe and secure on our campus. We are responsible for:
 - Loss or damage you suffer that is a
 foreseeable result of our breach of this
 Student Agreement or our negligence.
 Loss or damage is foreseeable if it was
 an obvious consequence of our breach
 or negligence or if it was contemplated
 by you and us at the time we entered
 into this agreement.
 - Death or personal injury caused by our negligence or the negligence of our staff.
 - Loss or damage caused by our fraud or fraudulent misrepresentation.
 - Loss or damage that you suffer if we have not provided services under this agreement with reasonable care and skill and within a reasonable time.

30.2 We are not responsible for:

 Loss or damage that you suffer, including theft or damage to property, because of the actions or omissions of

- other people who are not our staff, sub-contractors or agents, for example other students or members of the public; or
- Loss or damage that you suffer because you have not followed instructions, have been negligent or careless yourself or if you have not taken steps that we asked you to take. For example, we may ask you to take action under a risk assessment related to any activity, or we may ask you to comply with requirements under an insurance policy.
- 30.3 We recommend that you insure personal property against loss or damage. Please check whether you have appropriate insurance cover.
- 30.4 You may be liable to us if you cause damage or loss to our staff, property or buildings that is a foreseeable result of your breach of this Student Agreement or your negligence.
- 31. Ending or suspending the Student Agreement
- 31.1 Your Student Agreement will end if you cancel or withdraw from your course.
- 31.2 We may withdraw your offer and end your Student Agreement if:
 - you provided inaccurate or incorrect information
 - you do not meet the conditions of your offer
 - the course is withdrawn or deferred before you have enrolled.
- 31.3 We may withdraw you from your course and end this Student Agreement, or we may suspend you from your course if:
 - you have not met the requirements of your course, including:
 - The academic requirements
 - The professional requirements
 - you have provided inaccurate or incorrect information
 - we require you to withdraw or we suspend you under:
 - The Fitness to Practise Policy
 - The Cause for Concern Policy
 - The Student Disciplinary Policy
 - The Academic Integrity and Academic Misconduct Policy and Procedure
 - The Sexual Violence and Misconduct Policy
 - you fail to pay tuition fees.

- 31.4 We may withdraw you from your course and end this Student Agreement if:
 - You do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your course; or
 - You do not have or maintain the correct visa or other immigration status to allow you to study here, or fail to comply with any conditions attached to your visa; or
 - You do not re-register at the start of the academic year and fail to respond to our correspondence in this regard. This will only be done after the University College has undertaken due process.
- 31.5 If you are an international student on a Student Route visa, we are required to report to the Home Office if you choose to take a study break or withdraw from your course, or if we suspend or withdraw you from your course.

32. General

- 32.1 You must tell us about any changes to your personal information. You must email Registry@aecc.ac.uk about any updates or changes immediately so that we can update your details on our student record system. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.
- 32.2 When you are an enrolled student, it is your responsibility to check and maintain your student email inbox as this is the formal communication mechanism of the University College.
- 32.3 No third party has any right to enforce any of the terms of your Student Agreement.
- 32.4 This Student Agreement and any dispute or claim arising out of it or in connection with it are governed by and construed under the English law and subject to the jurisdiction of the English courts.