



Higher Education

Student Contract

2022/23

**(For Students Commencing their Programme of Study in
September 2022)**



1.0 Introduction

- 1.1 This document sets out in detail your relationship with Exeter College (the College). You may have other contractual arrangements (for example, for accommodation or financial support) which will be the subject of separate agreements.
- 1.2 You are (or will be) enrolled with the College as a student on your programme. The College has full contractual responsibility to you for providing the programme with reasonable skill and care in accordance with all applicable requirements. The College has primary responsibility for complying with your rights as a consumer under relevant consumer protection legislation and assumes further responsibilities regarding the educational services it provides to you and for providing you with all necessary information (including information relating to your programme, tuition fees and, where applicable, progression routes).

2.0 Your Contract with the College

- 2.1 Before you accept an offer of a place at the College, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the College by email at AdultAdvice@exe-coll.ac.uk or by telephone on 01392 400170.
- 2.2 When you accept the offer of a place and your contract with the College takes effect, you agree to be bound by the terms of this document and the College's policies and procedures including the Student Handbook(s) for your programme of study, any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and other documents referred to carefully. They are available on the College's website and links to the relevant pages are provided in Appendix 2. Unless otherwise agreed, the latest versions of these documents will apply.
- 2.3 For undergraduate and postgraduate students who received their offer direct from the College, your contract takes effect when you accept the College's offer of admission in accordance with the terms of your offer correspondence.
- 2.4 For undergraduates who receive their offer through UCAS, your contract takes effect either:
 - 2.4.1 When you accept your offer as your 'Firm Choice'; or
 - 2.4.2 If you accept your offer as your 'Insurance Choice', when your 'Insurance Choice' becomes your 'Firm Choice' (i.e., because you did not receive the required grades for your original 'Firm Choice').

3.0 Immigration Requirements

- 3.1 We are currently unable to sponsor International Students as our HE courses do not meet the minimum number of study hours required for an International Students Visa.

4.0 Changes to your Programme of Study or this Document

- 4.1 The College is continually developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of its students. This may reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice, or teaching practices or facilities, or to keep programmes and areas of study up to date. This may lead to changes in the terms, content or delivery of the College's programmes from those set out in the prospectus or on the College website.
- 4.2 If the College decides to make a significant change to your programme of study, the College will consult you in advance on the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the College's control, in which case the College will notify you of this as soon as possible. The College will seek to minimise the adverse impact on you of any changes to your Programme of Study outside of the College's control in accordance with its published University Level (Higher Education) Student Protection Plan, available on the College website.
- 4.3 The College may change this document from time to time to comply with any legal or regulatory requirements. If the College is required to make significant changes to this document, the College will notify you of this as soon as possible.

5.0 Engagement with your Programme of Study

- 5.1 The College will provide you with education services (including teaching, learning and, where applicable, research opportunities, programme materials, resources, facilities, support, administration, enrolment, assessment, placement and other services) and related activities, which the College considers appropriate for your programme of study. Details such as timetables and venues will be provided to you on or after your enrolment as a student.
- 5.2 You will be expected to engage fully in your programme of study. This will include attending and taking part in teaching, learning and/or research events included in your programme of study, meeting regularly with your programme and/or supervisory team as appropriate, making proper use of all resources available, and preparing and submitting assessed work on time.
- 5.3 You will be expected to attend all of your scheduled teaching and learning sessions, at which a register is taken, and submit all of your assessed work on time. Exceptions will include extenuating/mitigating circumstances such as ill health, care of dependent relatives or bereavement, which have been deemed valid by the College's Screening Committee. Absences or non-submissions due to term time holidays, or in the case of full-time students due to employment commitments, will not be condoned.
- 5.4 Some programmes of study, modules or units may require a specific level of attendance, either in class or on work placement linked to the assessment of a unit or module. You must comply with such requirements in order to progress with the programme or to obtain the appropriate award or qualification. Alternatively, you may be subject to attendance requirements specified by an employer, a professional or regulatory body or other party.
- 5.5 If your record of academic engagement, as a factor of attendance and/or submission of assessed work, falls below the threshold of 85% for attendance and/or exceeds the threshold of more than one Module/Unit of credits for non-submission of assessed work, you will be entered into the College's Academic Engagement and Attendance Procedure, available on the College website. If you fail to engage with this process without valid extenuating/mitigating circumstances, the College may take steps to withdraw you from your programme of study.
- 5.6 Should the reason for your academic engagement not meeting expectations be a physical or mental well-being issue, or an unmet support need, then the College will utilise the relevant processes within the College's Study and Wellbeing Procedure, available on the College website, in order to facilitate either your re-engagement with, or interruption of, your programme of study as appropriate.
- 5.7 Provided that you successfully fulfil the requirements of your programme of study, pay your fees and otherwise meet your obligations as a student (as set out in your contract with the College) you will be granted your appropriate award or qualification. You shall furthermore be entitled to attend the College's annual Graduation Ceremony.

6.0 Further undertakings by Universities and Awarding Bodies

6.1 The College will provide your programme of study in accordance with an Academic Cooperation Agreement or Partnership Agreement with a validating or franchising University or a Centre Agreement with an Awarding Body, as identified in Appendix 1. Under the terms of such agreements the University or Awarding Body shall:

6.1.1 Assume overarching responsibility for reviewing and supervising the quality of your programme of study and student experience, take appropriate action where necessary to ensure that they meet all applicable academic and other standards, conduct periodic reviews of the College to verify its quality assurance systems, and work with the College to maintain, enhance and develop the academic standards and quality assurance of your programme of study.

6.1.2 Enable you to study under their quality assurance policies, academic regulations, guidance and procedures relating to your programme of study (as amended from time to time and set out on their websites (see Appendix 2)).

6.1.3 In monitoring the College in the discharge of its duties under its Academic Cooperation Agreement, Partnership Agreement or Centre Agreement, and in exercising any rights against the College (whether to terminate those arrangements, to suspend or discontinue your programme of study or the recruitment of further students, or otherwise), have regard to the collective interests of the students concerned.

6.1.4 Use its reasonable endeavours to enable you to continue and complete your programme of study in accordance with its normal timetable (or subject to such extended study periods as may be permitted in accordance with applicable regulations) in the event that the College is unable to continue the programme of study for any reason; and

6.1.5 Co-operate with the College to address any issues arising from student feedback (including the results of the National Student Survey (NSS) and any other surveys undertaken by the College, University or Awarding Body, or similar or replacement surveys) as part of the academic monitoring process.

6.2 Where your programme of study is provided in accordance with an Academic Cooperation Agreement or Partnership Agreement with a validating or franchising University (the University), as identified in Appendix 1, you will also be enrolled as a student of that University and will be entitled to:

6.2.1 Borrow books, documents and other materials from the University's libraries under lending arrangements and procedures agreed by the College and the University from time to time. and in accordance with (but subject to) the terms of any licence for the use of any such books, documents or materials granted to the University by third parties; and

6.2.2 Access to the University's current electronic library, electronic portal and e-learning materials, subject to:

- (a) Any limits placed on the use of materials licenced to the University by third parties.
- (b) Your acceptance of the University's standard terms and conditions for library use; and
- (c) Such arrangements and procedures as the University may specify in writing from time to time.

Provided that you shall not be entitled to free access to the University's support, recreation and/or similar services, except by specific arrangement agreed between the College and the University from time to time.

When using the University's premises, facilities or learning materials, you shall comply with the University's rules of conduct in respect of its students from time to time.

6.3 Where your programme of study is provided in accordance with an Academic Cooperation Agreement or Partnership Agreement with a validating or franchising University (the University), as identified in Appendix 1, the University shall give due consideration to any application you may make for progression to another University programme, submitted by such deadline and in accordance with such procedures as the University may specify.

However, your progression to a university programme is not guaranteed, is subject to the successful completion, and where specified, achievement of the required grade, of the relevant Foundation Degree or other award, satisfaction of any other conditions of entry for the programme, and the availability of places for the relevant academic year. In the event that your application for progression to the University is unsuccessful, the University may offer you an alternative programme.

7.0 Placements

7.1 If your programme of study involves a placement, you will be provided with further information by the College. The College will not be responsible for any acts or omissions of a third-party placement provider.

8.0 Intellectual Property

8.1 You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your programme of study or research activities, unless you agree otherwise with the College.

9.0 Accommodation, Insurance, Funding and Immigration

9.1 During your time as a student of the College, you should:

- 9.1.1 Arrange your own accommodation. Any accommodation provided by the College will be subject to a separate agreement.
- 9.1.2 Have adequate insurance for your personal belongings (you are strongly recommended to obtain insurance against risks such as theft and damage) and, where appropriate, medical insurance.
- 9.1.3 Arrange sufficient funding for all tuition, living and other fees and expenses arising from your programme of study, The College is not responsible for the decisions, actions or omissions of any independent funding providers (such as Student Finance England or any organisation that replaces it); and
- 9.1.4 Satisfy any applicable Visa or other immigration requirements that apply from time to time, including any language competence requirements.

10.0 How the College May Use Your Personal Information

10.1 You agree that, during and after your time at College, the College shall hold and process personal data (including special category personal data) in accordance with the Data Protection Act 2018 and any legislation that amends or replaces it. The College shall do this in accordance with its Data Protection Policy, available on the College's website, along with comprehensive privacy information, including its Privacy Notice for University Level (Higher Education) students.

10.2 The personal data held by the College will include information that you provide as part of the enrolment process, as well as any necessary information, which the College will process while you are a student. The personal data will be held by the College to assist with (amongst other things):

- 10.2.1 The normal functioning of the College (including general administrative and academic functions)
- 10.2.2 Providing you with services and support.
- 10.2.3 Managing student finances, collecting tuition fees and recovering outstanding debts.
- 10.2.4 Managing College accommodation and property.
- 10.2.5 Taking disciplinary action, where appropriate.
- 10.2.6 The prevention of crime and disorder; and
- 10.2.7 Analysing student records to monitor quality and performance.

10.3 The College may disclose personal data held about you to other parties, including the following organisations:

- 10.3.1 The University or Awarding Body that validates, franchises or otherwise quality assures your programme of study and awards your qualification, as identified in Appendix 1. This will be subject to a separate data sharing agreement between the two parties.
- 10.3.2 Where your programme of study is provided in accordance with an Academic Cooperation Agreement or Partnership Agreement with a validating or franchising University (the University), as identified in Appendix 1, the Student Union, Student Guild or other recognised student representative body of that University of which you are entitled to membership.
- 10.3.3 Council Tax Offices and Electoral Registration Officers.
- 10.3.4 Student Loans Company, the Local Education Authority and any relevant sponsoring body.
- 10.3.5 The Home Office, UK Visas and Immigration (or organisation that replaces it).
- 10.3.6 Office for Students, Higher Education Statistics Agency, Quality Assurance Agency for Higher Education and the Office of the Independent Adjudicator for Higher Education and professional and regulatory bodies.
- 10.3.7 Approved agencies undertaking mandatory student survey activities, including Ipsos MORI for the purposes of the National Student Survey (NSS).
- 10.3.8 The Police and other law enforcement agencies and emergency services.
- 10.3.9 Debt collection agencies.
- 10.3.10 Third party services providers and external research and survey organisations; including, but not restricted to, Turnitin UK for the purposes of originality checking of assessed work; and
- 10.3.11 Employers and prospective employers (for reference purposes).

This list is not exhaustive, and the College may also disclose personal data held about you to other parties if it considers to be in your vital interests to do so. You can find out further information (including the circumstances in which your personal information is to be shared with other organisations) in the personal information and data protection section of the student handbook. This section may be updated from time to time to reflect legal or regulatory changes, or the College's general academic or administrative requirements. The latest version of the section will apply to your contract with the College, from the time when the section is published or updated.

- 10.4 The College may record lectures and other education events and activities in which you may be involved. Any recording will be in accordance with the College's recording policies in force from time to time.
- 10.5 The College may record or photograph you and other students for promotional and other purposes. Wherever possible the College will notify you of this and provide an opportunity for you to request to be excluded from such activity.

10.6 The College may check the accuracy of information held and processed with external sources or databases.

11.0 IT and Information Security

11.1 You must comply with all policies, rules and regulations in relation to the use of IT during the course of your programme of study. These services include the College's 'Information Security Policy', which is available on the College's Website.

11.2 Use of all IT equipment and its connection to the College's IT network must comply with the Code of Practice for the Acceptable Use of ICT and Electronic Communications Systems by Exeter College Students, which will be provided to students post-enrolment during their IT induction and is available on the College Moodle. This prohibits the use of computing devices and the College's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material and communicating extreme or radical views. The College may monitor the use (including personal use) of its network and systems (including telephone, email, voicemail, internet, other communications and internet systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with legal obligations.

11.3 By connecting to the College's IT network, you are accepting all of the associated risks. This includes when you connect with any of your own devices. The College will not be liable for any damage that is caused by your use of IT equipment and/or connection to the College network, except in the case of any foreseeable damage arising directly from the College's negligence or failure to comply with this contract.

12.0 Health and Safety

12.1 The College will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your programme of study. This applies to all campuses and locations where staff and students may be working and studying.

12.2 The College will monitor health and safety to ensure continuous improvement, to reduce the risk of any accident and to prevent injury or ill-health.

12.3 The College will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.

12.4 You must make yourself familiar with the College's policies and procedures relating to health and safety, including the responsibilities of students as set out within the College's Health and Safety Policy, available on the College website, and any specific rules and regulations that apply to your programme of study or the building in which you are located. All health and safety policies and procedures must also be followed when you are studying off campus. If you fail to follow health and safety policies, procedures, rules or regulations the College may take disciplinary action against you.

12.5 You must inform the College if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety policies, procedures, rules or regulations. The College will make any reasonable adjustments and provide you with additional support to ensure your safety and well-being.

13.0 Tuition Fees

13.1 Every student is charged a tuition fee for each year of their programme of study in accordance with the College's University Level (Higher Education) Fees, Refunds and Compensation Policy. Information on tuition fees and the policy (including the amounts payable and how to make payments) is available on the College's website. There are additional costs for some programmes. Please check the College's website for details of these.

13.2 You must pay your tuition fees for your programme of study and any other College charges you may incur by the due date. If a third party is paying these amounts on your behalf (such as Student Finance England or your employer), you must make sure that payment is made on time.

13.3 If your tuition fees are not paid in full and on time, you may be referred to a debt collection agent and risk having your award withheld and your graduation deferred, or not being allowed to re-enrol on your programme or a new programme until all arrears have been paid. In such cases, the relevant section of College's University Level (Higher Education) Fees, Refunds and Compensation Policy will apply, which is available on the College's website.

13.4 If you raise what the College considers to be a genuine dispute regarding an invoice for tuition fees and notify the College of that dispute promptly after receiving the invoice, then until the dispute has been resolved, the College will not exercise its right under paragraph 12.3 and will allow you to continue with your programme of study.

14.0 Student Fee Status Classification

The College applies Government regulations to determine which fee rate should apply to each student, with particular regard to whether a student be classified as a 'Home/EU Student' or an 'International Student'.

15.0 The College's Liability to You

15.1 If the College fails to comply with its contract with you, the College is responsible for any loss or damage you suffer that is a foreseeable result of the College's breach of contract or failure to use reasonable skill and care. However, the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the College's breach, or it was not contemplated by you and the College at the time the contract was entered into.

- 15.2 The College does not exclude or limit in anyway its liability for:
- 15.2.1 Death or personal injury caused by the negligence of the College or its employees, agents or sub-contractors.
 - 15.2.3 Fraud or fraudulent misrepresentation; or
 - 15.2.3 Any other act or omission, liability for which may not be limited by law.
- 15.3 Subject to paragraph 15.2 above, the College's total liability to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), in connection with your contract with the College shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, the College receives from its insurers in respect of a particular loss, whichever is the greatest.
- 15.4 The College shall not be liable for any lost or unreturned work submitted for assessment. It is important that you follow instructions from the College in submitting work and that you retain copies of work submitted.
- 15.5 You will not be liable to the College for any failure or delay in performing your obligations under this contract which is due to a cause beyond your reasonable control. Similarly, the College will not be liable to you for a failure or delay in performing its obligations under this contract which is due to any cause beyond its reasonable control (including those circumstances described in paragraph 17.1 below).

16.0 How to Cancel or Withdraw

- 16.1 Whether you receive your offer directly from the College or through UCAS, you have a statutory right to cancel your contract with the College under the Consumer Contracts Regulations 2013. If you wish to exercise this cancellation right, you must notify the College of your cancellation request within a 14 days 'Cooling off' period, starting on the day after your contract with the College takes effect, in accordance with paragraph 2.1 above.
- 16.2 To exercise this right to cancel, you must provide the College with a clear statement setting out your decision to cancel your contract with the College. Details of how to contact the College are set out in paragraph 19.1 below.
- 16.3 In addition to your statutory rights, the College allows full-time or part-time undergraduate students to withdraw from their programme with no fees payable up to 21 days after the commencement of their programme of study. These rights are set out in the College's University Level (Higher Education) Fees, Refunds and Compensation Policy, which is available on the College's website.
- 16.4 If any fees are to be reimbursed to you under the terms of your contract with the College or the College's University Level (Higher Education) Fees, Refunds and Compensation Policy, available on the College website, the College will use the same payment method as you used to make your original payments.

17.0 Programme Changes in Circumstances Outside of the College's Control

17.1 It may be necessary for the College to:

- 17.1.1 Revise the terms, content or delivery of programmes of study from those set out in the prospectus or website in circumstances that are outside the College's control; or
- 17.1.2 Discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes in circumstances that are outside of the College's control.

These circumstances may include the lack of availability of key personnel without whom the College cannot provide its services; over- or under demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of the University or Awarding Body that validates, franchises or otherwise quality assures your programme of study and awards your qualification, as identified in Appendix 1; strikes and other industrial action; and other events such as Government restrictions, civil unrest, severe weather or failure of public or private communications networks.

17.2 If the College's services to you are affected by an event referred to in paragraph 17.1 above, the College will give as much notice as possible and:

- 17.2.1 If an entire programme is cancelled before the start date and you have made any payments in advance, the College will take steps to provide you with an alternative programme or will refund those payments to you; and
- 17.2.2 If part of a programme is cancelled (after its start date) or changed (either before or after its start date), the College will take steps to mitigate the effects on the services it provides to you (which may include providing you with an alternative programme).

17.3 The College also reserves the right to cancel a programme of study before it starts in circumstances where:

- 17.3.1 An insufficient number of applications, offers or acceptances means that the student experience cannot be guaranteed; or
- 17.3.2 The programme of study is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

17.4 The College will seek to minimise the adverse impact on you of any changes to your Programme of Study outside of the College's control in accordance with its published University Level (Higher Education) Student Protection Plan, available on the College website.

18.0 Termination of the Contract by the College

- 18.1 Apart from its other rights to terminate under the terms of this contract, the College may terminate its contract with you with immediate effect by notifying you in writing, if you:
- 18.1.2 Fail to pay any outstanding tuition fees.
 - 18.1.2 Do not enrol on your programme of study.
 - 18.1.3 Are withdrawn from the College for any reason whatsoever.
 - 18.1.4 Are convicted of a criminal offence; or
 - 18.1.5 Commit a material breach or repeated breaches.
- 18.2 Your admission and continued registration with the College, and with the University or Awarding Body that validates, franchises or otherwise assures your programme of study and awards your qualification, are also subject to:
- 18.2.1 Any requirements set out in the College's offer to you.
 - 18.2.2 Any entry and attendance requirements relevant to your programme of study.
 - 18.2.3 Any health, welfare, fitness to study, fitness to practice or criminal record checks which apply to your programme of study; and
 - 18.2.4 Any immigration or Visa checks and requirements that may apply from time to time.
- 18.3 Any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of the College, if your application is found to contain information or omissions that are false or misleading.

19.0 Contact with the College

- 19.1 If you wish to contact the College in writing or are required to give the College written notice of any matter, **prior to enrolment on your programme of study** you can deliver this by hand, by e-mail to AdultAdvice@exe-coll.ac.uk or by pre-paid post to the Higher Education Office, Exeter College, Hele Road, Exeter, Devon, EX4 4JS. The College will contact you in writing to confirm receipt of this.
- 19.2 If you wish to contact the College in writing or are required to give the College written notice of any matter, **following enrolment on your programme of study** you can deliver this by hand, by e-mail to HEOffice@exe-coll.ac.uk or by pre-paid post to the Higher Education Office, Exeter College, Hele Road, Exeter, Devon EX4 4JS. The College will contact you in writing to confirm receipt of this.
- 19.3 If the College has to contact you or notify you in writing, it will do so by personal delivery, email to your personal email address, prior to enrolment only, by email to your College email address, following enrolment, or by pre-paid post to the most recent contact address that you provide to the College.

19.4 You must:

- 19.4.1 Inform the College promptly of any changes in your contact details; and
- 19.4.2 Check your College e-mail account regularly (at least once per day).

The College is not responsible if you fail to receive or read notices sent to you via the above channels if you do not meet these requirements.

20.0 What if something goes wrong?

- 20.1 The College aims to provide a high-quality service to its students. Unfortunately, there may be an occasion when something goes wrong. Whatever your complaint, you can expect to be dealt with fairly and promptly and in line with the College's, and where appropriate the validating or franchising University for your programme of study, complaints or appeals procedures (as updated from time to time). Information about these procedures can be found in the student handbook(s) relating to your programme of study and are also available on the College's and Universities' websites. You can also contact the College's HE Office by email on HEOffice@exe-coll.ac.uk or telephone 01392 400249 for information and guidance.
- 20.2 You will not be treated less favourably or disadvantaged by making a complaint or appeal on an academic matter. If you are unable to resolve a complaint or an appeal about an academic matter with the College, you may be entitled to refer the matter to the validating or franchising University or awarding body for your programme of study. If the matter subsequently remains unresolved you may be entitled to refer it to the Office of the Independent Adjudicator (OIA) (or any organisation that replaces it). Please check the OIA website at www.oiahe.org.uk for further information. You may also be able to use the On-line Dispute Resolution platform to assist in resolving a dispute relating to your programme of study, which is available at <http://ec.europa.eu/consumers/odr/>.
- 20.3 You have legal rights in relation to any College services which are not provided with reasonable skill and care. Advice about your legal rights is available from Citizens' Advice Bureaux or Trading Standards Office. Nothing in your contract with the College will affect these legal rights.

21.0 College Information

- 21.1 Exeter College is a Further Education Corporation education corporation established under the Further and Higher Education Act 1992. The Centre for University Level Studies is a brand name under which Exeter College promotes and delivers its Higher Education provision.
- 21.2 The College's Higher Education provision is regulated by the Office for Students (OfS) (or any organisation that replaces it), in accordance with the Higher Education and Research Act 2017 and is required to comply with the UK Quality Code for Higher Education and associated academic quality standards, as maintained by the Quality Assurance Agency for Higher Education (QAA) (or any organisation that replaces it).

22.0 Other Important Terms

- 22.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the College, the various documents will apply in order of priority:
- 22.1.1 The College's offer to you.
 - 22.1.2 This document.
 - 22.1.3 The College's website.
 - 22.1.4 The provisions of the prospectus that apply to your programme of study; and
 - 22.1.5 Any agreement relevant to your programme of study.
- 22.2 The College may transfer its rights and delegate its obligations under this document to another organisation. However, the College will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 22.3 Your contract with the College is between you and the College. No other person shall have any rights to enforce any of its terms.
- 22.4 Each of the provisions of the contract operate separately. If any court or relevant authority decides that a provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 22.5 If you are in breach of your contract with the College and the College decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the College has waived its rights against you for that or any other breach, nor that you have been released from these obligations.
- 22.6 This document is governed by English Law. You and the College both agree to submit to the non-exclusive jurisdiction of the English Courts.

Appendix 1

Validating/Franchising Universities and Awarding Bodies by University Level (Higher Education) Programme

Programme Title	Level	Awarding Body	Status of Provision
FdEng Aircraft Engineering	5	Kingston University	Franchised
FDA Business BA(Ord) Business Management	5 5/6	University of Exeter University of Exeter	Validated Validated
HNC Computing HND Computing	4 5	University of Plymouth	Validated
HNC Construction and the Built Environment	4	Pearson	RQF Award
HNC Construction and the Built Environment (Civil Engineering) HND Construction and the Built Environment (Civil Engineering)	4 5	Pearson Pearson	RQF Award RQF Award
HNC Electrical and Electronic Engineering HND Electrical and Electronic Engineering	4 5	Pearson Pearson	RQF Award RQF Award
HNC Manufacturing Engineering HND Manufacturing Engineering	4 5	Pearson Pearson	RQF Award RQF Award
HNC Mechanical Engineering HND Mechanical Engineering	4 5	Pearson Pearson	RQF Award RQF Award
FdSc Coaching and Fitness	5	Plymouth Marjon University	Validated
FdSc Football and Coaching and Development	5	Plymouth Marjon University	Franchised
FdSc Sports Therapy BSc (Hons) Sports Therapy (Top-up)	5 6	University of Plymouth University of Plymouth	Validated Validated
CertEd Certificate in Education PGCE Post Graduate Certificate in Education	4/5 6/7	University of Exeter University of Exeter	Validated Validated
FdA Early Childhood Studies	5	University of Plymouth	Validated
FdA Health and Social Care Studies BSc (Hons) Health and Social Care (Top-up)	5 6	University of Plymouth University of Plymouth	Validated Validated
BSc (Hons) Public Services (Top-up)	6	University of Plymouth	Validated

HNC Esports (Subject to Validation)	4	University of Plymouth	Validated
HND Esports (Subject to Validation)	5	University of Plymouth	Validated

Appendix 2

Key Documents, Regulations, Policies and Procedures for all Higher Education Students at Exeter College

Exeter College, Mission, Values and Policies

[Our Vision, Mission, Values and Policies \(exe-coll.ac.uk\)](https://exe-coll.ac.uk)

Exeter College Important Information for University Level (Higher Education) Students (including in relation to their consumer protection)

<https://exe-coll.ac.uk/HE/Life/ImportantInfo>

Exeter College University Level (Higher Education) Tuition Fees and University Level (Higher Education) Fees, Refunds and Compensation Policy

<http://www.exe-coll.ac.uk/HE/Courses/Fees>

Exeter College University Level (Higher Education) Student Protection Plan

[Exeter-College-Higher-Education-Student-Protection-Plan-2019-20.pdf \(exe-coll.ac.uk\)](https://exe-coll.ac.uk/HE/StudentProtectionPlan2019-20.pdf)

Exeter College Information for International Students (including Tuition Fees)

<http://www.exe-coll.ac.uk/International/>

Exeter College Centre for University Level Studies (Higher Education) Prospectus

<http://www.exe-coll.ac.uk/HE/Courses/Prospectus>

Exeter College Cross-College Student Handbook

<https://exe-coll.ac.uk/HE/Life/ImportantInfo>

Please note Student Handbooks for specific programmes of study may be found on the individual programme pages of the College Website by using the 'Course Search' facility

<http://www.exe-coll.ac.uk/HE/Courses/CourseSearch>

Key Additional Documents, Regulations, Policies and Procedures for Higher Education Students, by validating or franchising University

University	Location on University Website
Kingston University	http://www.kingston.ac.uk/aboutkingstonuniversity/howtheuniversityworks/policiesandregulations/
Plymouth Marjon University	https://www.marjon.ac.uk/about-marjon/governance--management/university-strategies--policies/
University of Exeter	http://as.exeter.ac.uk/academic-policy-standards/tqa-manual/aph/
University of Plymouth	https://www.plymouth.ac.uk/student-life/your-studies/essential-information/regulations

Please note that academic regulations, policies and procedures for students on Higher National Certificate and Higher National Diploma RQF awards from Pearson are embedded within the College’s own policies and procedures.