

Stamford Park Trust Ashton Sixth Form College Higher Education Learning Agreement for academic year 2020-21

Please retain this document for your records

This document provides information on the provision of services to you by Ashton Sixth Form College and the rights and responsibilities of both the College and you. It also includes information about the role of Staffordshire University, which is the validating university and with whom you will enter into a contract.

If you have any questions please contact the Higher & Adult Education Office on 0161 6668215 or by email to HAdmissions@asfc.ac.uk.

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1. About Ashton Sixth Form College and Staffordshire University

Ashton Sixth Form College (“the College”) of Darnton Road, Ashton-under-Lyne, OL6 9RL, is an academy (URN 146816) that forms part of Stamford Park Trust (“the Trust”). The Trust is a company limited by guarantee, registered in England and Wales, company number 11736886.

Staffordshire University (“The University”), a higher education corporation established under the Education Reform Act 1988, whose principal administrative offices are at University House, Leek Road, Staffordshire, Stoke on Trent, ST4 2DF.

The College agreement with you is made up of the:

- Higher Education Learning Agreement (this document)
- Higher Education Enrolment Form which you will complete at the HE Registration Evening on Thursday 3rd September 6-8pm.



- Ashton Sixth Form College's codes, regulations, policies and procedures as referred to in clause 10 of this document

We will send you a Course Letter providing you with important information about:

- the course, tuition (includes pastoral support), assessment and other related services we will provide to you
- details about the tuition fees payable by you for the duration of the course
- details of any other additional costs that you will need to pay in connection with your course, for example fees for activities that you will need to undertake as part of your course (the "Additional Fees");
- plus additional information to inform you of your rights and what to expect from the College and the University

As a condition of taking up your place at the College and/or continuing on your course you may be required to disclose any criminal convictions and you may be required to undertake a DBS check. If this applies to you, it will be discussed at the interview stage. When considering applicants with relevant criminal convictions, the College applies the legislation relating to the Rehabilitation of Offenders Act 1974.

At your College enrolment, you will be asked to complete additional administrative documents that we will need from you before you start your course.

In addition, you will be asked to also apply and enrol with Staffordshire University under separate processes managed by Staffordshire University, and Staffordshire University will give you details about how to do this.

2. Material Information we give or make available to you

It is important that you are able to make an informed decision about what and where to study before applying for and accepting a place. The College will make various information available to you through a variety of means including written materials, information on our website, information and guidance given at Information Evenings and at interview. The College (and the University) are responsible for the production of marketing materials.

All marketing material (about HE courses validated by the University) is approved by the University in accordance with the University's Quality Assurance procedures.

The College will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University and Adult Education Course Guide, website information, Course Guidance and Information packs, and information given verbally at information events/over the phone, for the academic year in which you begin the course.

However, the College may be entitled to make reasonable changes to the course (including to the content and syllabus of the course where developments in the subject area make that necessary, or the location of the course or method of delivery of the course), and details about how we may look to make changes is set out in clause 3.

The University may also change the terms of its regulations and terms and conditions, and details about how they may make changes to these from time to time will be provided to you by the University.

3. Changes to information

If any information that we may have given to you at the time you were researching and making an application for the course changes by the time we send out our Course Letter, we will highlight details of those changes in the Course Letter. Examples of the types of changes that we may make at this stage could include the following:-

- Changes made in response to feedback from students and/or external examiners
- Unavoidable movement of academic teaching staff, which may impact on the delivery or timing of modules
- Changes made to receive or maintain accreditation from a professional, statutory or regulatory body
- Changes that Staffordshire University have made and/or require to be made
- Where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient enrolments to make a course viable, we may need to combine, alter or discontinue a programme.
- changes that are required by law or required as a result of a regulatory requirement that the College, as a provider of education services, is required to comply with;
- Changes that are advised are made by a statutory body or other regulator.

Whilst we will always look to avoid making changes (including the Services), there may be certain instances where we are required to do so for a number of different reasons. In each instance, we will assess the potential impact of this change on you.

The College and Staffordshire University are always looking to improve and enhance the student experience, and will consult regularly with students and faculty staff (for example) and will actively seek feedback on how we can improve our service delivery to our students.

Minor or procedural changes

Examples of the types of changes that we may make could include the following:-

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements;
- to deal with unavoidable movement of academic and support staff, which may impact on the delivery or timing of modules;
- to implement minor technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements, including in response to a direct request by Staffordshire University.
- to address any external examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions or those conducted by Staffordshire University;
- to implement changes made or to be made by Staffordshire University and/or
- to address and/or to take steps in response to a security threat, e.g. to enhance security processes and procedures at the College;

These changes will be minor and procedural only, and will have a minimal impact on your studies and student experience. For example, we may need to change the classroom/lecture theatres used to deliver certain modules and where you are attending a course where the specification of that classroom or lecture theatre does impact on the teaching of that course, then we will be able to make a change to that room. Changes to facilities related to the Services which are central to your studies would, in some cases, fall within the scope of any significant changes as described below.

More significant changes

In addition, we may make changes (including to the course specification, course delivery or in connection with the wider Services that we make available to you) or to cancel or withdraw a course for the following reasons, but if we do so we will notify you at the earliest opportunity and in any event, generally no later than 4 weeks before we are due to make the change:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements;
- unavoidable movement of academic and support staff, which may impact on the delivery or timing of specialist modules;
- to implement more significant technical adjustments and/or improvements, for example: to reflect material developments in academic teaching, research and/or professional standards/requirements, including in response to a direct request by Staffordshire University.
- to address any external examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions or those conducted by Staffordshire University;
- to implement changes made or to be made by Staffordshire University; and/or
- to address and/or to take steps in response to a security threat, e.g. to enhance security processes and procedures at the College.

What happens if you do not agree with these changes?

If you do not agree to these more significant changes (including to the course) you will be entitled to terminate your agreement and we will issue a full refund for Fees or a proportion of the Fees you have paid, if a refund would be fair in the circumstances (for example we would not make a full refund where you are accepted onto an alternative course and can transfer the benefit of time spent on the previous course to the new course).

Withdrawal of your course

Where we are withdrawing a course, or where the course is no longer validated by Staffordshire University, we, in partnership with Staffordshire University will take reasonable steps: to offer you a place on an alternative course at the College or at Staffordshire University, as appropriate (subject to course availability and you complying with the requirements of admission to and registration on that course) or (at your request) to assist you to join another course at another institution, and will issue a full refund to you for the course which has been cancelled.

Changes to Staffordshire University's terms and conditions and/or Academic Regulations

Please note that Staffordshire University may make changes to its terms and conditions and/or its Academic Regulations from time to time, and Staffordshire University will contact you directly to inform you of any changes that may be imposed on you during your course.

4. HE Admissions Policy and Procedure

The admissions process to our Higher Education courses is undertaken jointly by the College and Staffordshire University, and applications are managed by our Higher & Adult Education Admissions Team.

We aim to provide an efficient, fair and transparent admission function helping applicants through the process. Staffordshire University manages the UCAS admissions and applications process.

For further information please consult our HE Admissions Policy and Procedure:
<https://www.asfc.ac.uk/he-and-adult/he-consumer-rights.>

5. Fees and Payment

The Fees payable by you for your course will be as set out in our Course Letter. These fees will be fixed for the period of your course. These are expressed as Tuition Fees and Additional Fees (together, the Fees). You will be responsible for paying these Fees as set out in this letter.

As a student of Staffordshire University you are legally obliged to pay the University. The College acts on the University's behalf on collecting the fees according to our Fees Policy. Fees are paid via the Student Loan Company on your behalf direct to the University. The fees owed are ultimately to the University and your payment method will be agreed with you as part of your enrolment.

It is important to note that you are responsible for paying the Fees, even if you have arranged for a third party to pay them on your behalf. You will remain responsible to us in the event that the third party fails to pay the Fees when they become due.

Students applying for a Higher Education Loan

Potential applicants will be provided with a copy of Student Finance England information in the Course Guidance and Information packs for all relevant programmes, however current and live information about Student Finance can also be accessed independently via
[https://www.gov.uk/browse/education/student-finance .](https://www.gov.uk/browse/education/student-finance.)

Where you are successful in obtaining a student loan for your studies, the Student Loan Company will pay the Fees on your behalf to the University.

Each academic year, you must send us a copy of your entitlement letter from Student Finance England to the Senior Admissions Officer by the date in November as specified in the Course Letter. Students unable to present their letter by this date will automatically be expected to pay the Fees directly to us (or if relevant the University), either in full or by 5 instalments on 30/11/20, 31/12/20, 31/1/21, 28/2/21, 31/3/21. We will make any relevant adjustments/refunds once your loan has come through. At all times it is important for you to communicate with the Senior Admissions Officer about your circumstances.

You will need to re-apply to Student Finance England prior to each academic year, if applicable.

Self-Funding Students

For students who are self-funding, the Fees can be paid in full at enrolment using debit/credit card, cash or cheque or an instalment arrangement can be opted for with payment being completed within the first 5 months of study. Details about how you can pay in instalments is set out in your Course Letter. You can ask us about making instalment payments at enrolment and you can arrange to set this up with us at this time.

Students who fail to pay

Students who fail to pay for their course by the dates agreed will be sent a reminder letter (debtor's letter) from the finance department. This letter will give you a further time within which you can look to pay any sums due to us.

Following the reminder letter from the finance department, if the account is not settled by the date indicated, students will be invited to a meeting with the Assistant Principal: Higher & Adult Education &

Practitioner Research Lead (or nominee) to discuss the debt, in accordance with our Fees Policy. Students may subsequently be withdrawn from their programme(s) of study should they not adhere to actions determined by the College following that meeting or agreed between you and the College. They will be notified of this in a letter from the College and the date from which this takes effect.

The College will notify Staffordshire University and a debtor's flag will be applied to the student's account.

Please also note that untimely payments can result in students not being entered for exams or forthcoming modules, late exam entry charges or results being withheld and not forwarded to an Awards Board until the debts are cleared. It is important that you look to discuss with us any issues you have about being able to pay your Fees as soon as possible with our Finance and Business Manager on 0161 3302330 or our Senior Admissions Officer on 0161 6668215.

The College is keen to support students and will make every effort to support students where it is feasible or possible. However, you should give full consideration to whether you can afford the Fees and any related costs of study before you accept an offer of a place on the course and keep the College informed of any change of circumstances. If students are continuing students they will be unable to proceed to the next year/stage of their award until all major outstanding tuition fee debts have been cleared.

6. Withdrawing/Intermitting from a course

If you wish to terminate or withdraw before you start your course, or within 14 days of starting your course

If you do not commence your programme of study or withdraw or intermit within the 14 days of the published start date of your award, you are entitled to receive a full refund of any Fees you may have paid (if any). Please note this does not affect your legal right to cancel as described in section 3 above.

If you have your Tuition Fees paid for by a loan from the Student Loans Company, the university will notify the Student Loans Company that your liability for Tuition Fees has reduced and therefore the Student Loans Company will reduce the amount of your loan. If a third party pays fees on your behalf, we may pay and refund directly to that third party if appropriate.

Students who withdraw from their programme of study or intermit after the first two weeks, even if they have not taken the opportunity to attend, will normally receive a refund based on the table below:

	Student to Pay
Before 4 th January 2021	No more than 25% of Tuition Fee
On or after 4 th January 2021 and before 19 th April 2021	No more than 50% of the Tuition Fee
On or after 19 th April 2021	No more than 100% of the Tuition Fee

It is your responsibility to formally notify the College of your withdrawal in writing or by email at the point at which you leave your course of study. Failure to formally notify the College of your withdrawal will result in your continuing liability for Fees until you formally withdraw. Retrospective withdrawals will not be permitted.

7. Continuing Students

Continuing students enrolled on Staffordshire University programmes who complete e-enrolment, who subsequently decide not to start the new academic year may be charged up to 25% of the Tuition Fees unless they notify the University by 17th September of their decision to withdraw.

Students must complete fully and successfully (as prescribed in module handbooks), each year's work before progression to any subsequent year of study, or further study programme (as may be the case in the circumstances and depending on your course type). Consideration will be given to progression with outstanding work subject to approval from tutors and, if applicable, Staffordshire University. In circumstances where progression is agreed to, any additional fees incurred such as late registration fees must be covered by the individual at an additional cost over and above your course fee. If your course is a one year programme, you need to complete by the dates communicated to you via module handbooks OR via the university where you are applying for late submission and it is approved or you are asked to resubmit.

8. How we use your personal information – Privacy Notice

This privacy notice explains how the college use your personal information. If you have any questions about the way we use your personal data, please contact our Data Protection Officer on 0161 330 2330 or by email to carolyn.wright@asfc.ac.uk.

Your personal information is used by us to exercise our official authority to provide further and higher education services within the relevant legal framework. We also have requirements placed on us by the Office for Students, and the Higher Education and Statistics Agency (HESA).

What information do we collect about you?

We collect information from you when you apply to join the college. Once you enrol as a student at the college, the information we collected at application is updated where necessary during the enrolment process. The information we collect includes your name, address, contact details, date of birth and previous education. We will also take your photograph for security purposes, and will keep a record of emergency contact details.

How will we use information about you?

We will use the information you provide at application to keep you updated on the progress of your application. Once you have enrolled, this information is used to support the provision of your education during your time with us, and will be shared with our university partner, Staffordshire University and the Student Loan Company (if applicable). We also pass information to relevant government bodies and agencies as part of our mandatory duty. Please see the section at the end of this notice for more information.

During your time with us, new information about you will be created in the form of academic assessments and learner feedback. Student photographs are displayed within the College, and may be used on marketing materials internally and externally for up to 3 years.

Your information will be securely destroyed after it is no longer required for these purposes, in accordance with our retention policy. You can request a copy of this policy from the college's data protection officer.

Marketing

When you apply to join us, we will write to you to share information about your application, our courses and the other benefits of joining our college. We will not share your details with any other

organisation for marketing purposes. If you would not like to receive information about the college, please let us know, however, this may result in you not receiving important information to support your application.

The college would also like to maintain contact with you as one of our alumni. This means we need your consent to allow us to send you communications about various activities and events which may interest you, and information about how you can continue to connect with the college into the future. If you are happy for us to contact you as an alumnus, you will be asked to indicate this during your enrolment.

Special Categories of Information

The college will also ask you to provide information relating to your ethnicity and any health or additional learning needs you may have. This information is used to ensure that we meet our obligations under the Equality Duty. We also use any information you provide to us about your health or additional learning needs to ensure that we provide support to you as required during the application and enrolment processes and throughout your time with us at the college.

Who may we share your information with?

The information you provide may be shared with other partner organisations for purposes relating to education or training which include the Office for Students and HESA (the Higher Education and Statistics Agency). You will be asked to indicate consent for this information sharing during the enrolment process.

9. Obligations of us, you and Staffordshire University – Learning Agreement

The Learning Agreement below forms the basis of an agreement between you and the college and explains what services we will provide and gives details of what you can expect from us. It also outlines what we expect from learners. As part of your enrolment at the college you will confirm that you understand this learning agreement. We value the diversity of our learners and are committed to providing a high standard of provision and service for all.

Learning Agreement

Our Commitments:

- We will provide you with accurate information and impartial advice about the provision and services we offer taking into account of your qualifications, interests and career choices.
- We will provide you with clear details about entry requirements and application procedures for courses.
- We will provide information on sources of available financial assistance and advice on obtaining such support.
- We will provide the opportunity to study for an appropriate qualification and also to add breadth to your learning experience.
- We will provide an induction to college.
- We will provide thoroughly prepared and varied teaching and learning that supports individual achievement.
- We will provide information at regular intervals on your progress.
- We will provide access to additional learning support.
- We will provide a range of pastoral support services including guidance, counselling, chaplaincy and careers facilities.

- We will provide opportunities to help you develop your employability skills.
- We will provide the opportunity for you to comment on and influence the college environment and your courses.
- We will provide a safe environment and access to resources.
- We will provide an honest and fair reference for further study or employment.
- We will strive to achieve equality of opportunity for all in a tolerant and supportive environment.

For students with learning difficulties or disabilities we will:

- Provide specialist assessment of your learning needs.
- Provide a wide range of support and services according to individual need.

For the community we will:

- Promote Higher Education for all.
- Provide new technology and a wide range of strategies to continue to improve access and widen participation.

Your Commitments:

- You will have high expectations and conduct yourself in a considerate and respectful way.
- You will apply yourself to your studies with commitment in relation to attendance, effort, work rate and behaviour.
- You are expected to aim for 100% attendance and be punctual, and never less than 95% attendance.
- You will submit a copy of your Student Finance Entitlement Letter to the College or if self-funding pay your tuition fee by the required deadline.
- You will never take holidays during term time.
- You will be on time to all lessons and carry your student ID card at all times.
- You are expected to have full attendance at all scheduled examination periods at the college.
- You are expected to report all absences to the College, ensuring they are genuine and valid.
- You will inform us of where you have moved on to when you leave the college.

10. Code of Practice

You will be required to comply with the following College codes, regulations, policies and procedures:

- Higher & Adult Education Student Conduct & Disciplinary Policy (non-academic misconduct)
- Fees Policy
- Equality & Diversity Policy
- Higher Education Complaints Policy & Procedure
- Health and Safety Policy
- Data Protection & Freedom of Information Policy
- Higher Education Admissions Policy and Procedure

These are available at <https://www.asfc.ac.uk/he-and-adult/he-consumer-rights &>
<https://www.asfc.ac.uk/about-us/policies>

You will also be required to comply with the following rules and regulations imposed on all students undertaking courses overseen by Staffordshire University.

- Academic Award Regulations (including Academic Appeals, assessment of students, Academic Misconduct). These are available at <http://www.staffs.ac.uk/legal/policies/index.jsp>.

11. How to raise concerns or make complaints

We have a Higher Education Complaints Policy and Procedure which is available on our website at
<https://www.asfc.ac.uk/files/documents/HEComplaintspolicy-procedureApril19.pdf>

This gives applicants and students the means to bring matters of concern to the attention of the College, and enables investigation of those concerns with the aim of a satisfactory resolution. The Higher Education Complaints Policy and Procedure should be read in conjunction with the university partner's policies where applicable. The Higher Education Complaints Policy and Procedure is fully aligned to the College Complaints Policy.

You are entitled to direct a complaint to the University for matters that fall within their jurisdiction. In the majority of cases, the College is the most suitable place to lodge a complaint. Where the College has no responsibility for the aspect being complained about, the College will notify the complainant and support the student to redirect to the most suitable body. Similarly, if the University receive a complaint over which they have no jurisdiction, they will redirect this to the college. In general, the College will deal with all matters and complaints other than where the matter is an Academic Appeal. Academic Appeals are handled by the University. The University will also handle complaints where it relates to their business, organisation, staffing and structures rather than the College's.

12. Academic and Pastoral Support

The College will provide academic teaching within the advertised hours for the course. Those teaching hours may include direct teaching or tutorial support from an academic tutor. In addition, students can access pastoral support meetings on request, within or in addition to their core teaching hours. Full time students are allocated a Personal Tutor. Part time students are not but may access pastoral meetings with their academic tutor. Students can also access other College services such as Inclusive Learning Support.

13. Academic Regulations

An essential purpose of Academic Regulations is to ensure equity of treatment for students at each stage of their education. This is done by prescribing due process and setting out criteria for making judgements about student academic performance. The College does not write or hold its own version of Academic Regulations for Higher Education programmes. The College operates with the Academic Regulations as set by Staffordshire University. It is important that you are aware of the Academic Regulations pertaining to your programme of study. University partners will update their Academic Regulations and it is their responsibility to inform you about Academic Regulations and any changes as they occur. Academic Regulations for higher education students typically cover University rules and regulations in respect of:-

- Academic appeals and complaints
- Disciplinary matters including academic misconduct
- Rules around late submission
- Rules around extenuating or mitigating circumstances
- Plagiarism

As part of your induction when on programme, the Academic Regulations will be further explained to you. At any point during your programme you may also request a tutorial to discuss Academic Regulations that are applicable to your circumstances at that time. Similarly a tutor may request a meeting with you to discuss this.