

# Higher Education within Loughborough College Group

Loughborough College runs Higher Education courses at its campuses across Loughborough College Group, which includes Loughborough, Brooksby, Melton and Stephenson. The College also works with partners nationally for some of its delivery. This contract applies to all of these locations and types of delivery.

## 1. Definition of Student Contract

- 1.1. When you accept an offer of admission to a Higher Education course at one the colleges in Loughborough College Group, you become a welcome member of Loughborough College's Higher Education Community. Importantly you also enter into a contractual relationship which is established between you (the 'Student') and Loughborough College (the 'College') for the duration of your studies. It is important that you understand this document (the 'Contract') because it summarises the terms and conditions which the Student and the College accept to inform and provide a framework for their contractual relationship.
- 1.2. Before accepting an offer of admission and registering here as a student, you must read this Contract in full. If you have any questions or need support in understanding this document, please speak with the Undergraduate Centre at:

Undergraduate Admissions

Loughborough College

Radmoor Road

Loughborough

Leicestershire

LE11 3BT

+44 (0)1509 618110


[Undergradadmissions@lough.ac.uk](mailto:Undergradadmissions@lough.ac.uk)

## 2. General

- 2.1. Your offer letter sets out the course, start date, fees and any conditions of offer for your course. Together with the offer letter, this Contract document sets out the principal terms

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and conditions that will form an essential part of the contract between the College and you.

### **3. Condition of Admission to the College**


- 3.1. Your admission to the College is subject to the requirement of adherence to the College's procedures for registration and enrolment.
- 3.2. You must comply with the terms and conditions set out in this document and with the provisions of the College Code of Conduct, statutes, ordinances, regulations, guidelines, rules, policies, codes of practice, protocols and procedures that are currently in force, which govern your studies, learning and conduct at the College and your use of the services provided to you by the College.
- 3.3. You must obtain your student ID card and lanyard from enrollers to complete the registration process. Failure to do this may result in you being withdrawn permanently from your College studies.
- 3.4. You must also adhere to any particular conditions and requirements set out in the College's offer letter to you; to your programme and module specifications; and to any College/department guidelines, rules, codes or policies, in particular those that relate to Higher Education provision. This includes providing evidence of your highest held previous qualifications and UK settlement status where applicable.
- 3.5. The offer of a place at the College is usually only valid for the start date/year specified in the College's offer to you. For Higher Education, confirmation of progression between stages or levels of study will follow the recommendations of a relevant exam/progression board. Any fees and charges you are informed of will normally be for the academic year or for the period normally required to achieve the award for which you are to register. Further charges for whole/partial stage retakes will be made normally on a pro-rata basis.
- 3.6. The College may withdraw or amend its offer to you or terminate your registration at the College if it is discovered that you have made false statements or omitted significant information in your application to the College.
- 3.7. Our Higher Education courses are validated/franchised by Awarding Bodies/Universities and these may also confer conditions and rights on your programme of study.

### **4. Delivery, Changes and Exclusion of Liability**

- 4.1. The College will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your modules and programme. Specific details relating to the delivery of your programme will be provided before or at the time of your registration on your programme, and also during your study.

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- 4.2. There may be exceptional circumstances outside of the College's reasonable control which prevent the College from delivering part or all of the programme of study or from providing other services, either as advertised or at all. Circumstances outside of the College's reasonable control include over- or under- demand from students, lack of or removal of funding by government or a sponsor, changes in regulatory requirements or validating body rules, severe weather, fire, cyberattack, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. It could also include industrial action, where this does not relate specifically to the College. If such circumstances occur, the College will seek to minimise the impact on students. The College reserves the right in such circumstances to change or cancel parts or all of a programme of study or services at any time without liability, even after students have registered at the College.
- 4.3. In exceptional circumstances, the College may need to make a significant change in the programme of study or services available to students for reasons within the College's reasonable control. This could include withdrawal of a module due to a change in course structure, the unavailability of buildings/resources due to major site refurbishment or relocation, or the relocation or withdrawal of a delivery partner. In such circumstances, the College will give as much notice as possible of the change, to allow students to make informed and timely decisions, and the College will work to ensure that students are not disadvantaged, as far as possible. This could include transport, financial support or compensation, or enabling transfer to another provider.
- 4.4. The College may occasionally need to make changes to other parts of these terms and conditions or in linked policies and documents, to comply with changes in legislation or regulatory requirements, or to align with rules or policies of the institutions who validate our degrees/awards. This could, for example, include government changes to the rules for international students, or changes to data protection regulations. These are generally changes to rules outside the College's control. The College will give as much notice as possible of these changes.

## **5. Payment of Fees and other Charges**

- 5.1. The responsibility for the timely payment of tuition and accommodation fees and all other charges incurred at the College lies with you.
- 5.2. You must make payment promptly on demand for fees and charges due to the College or other parties helping deliver part of your programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made in accordance with the College's practice at the time, and additional charges may be levied if payment is not made as required. If arrangements have been made whereby periodic payments fall due on agreed

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dates, you must make payment on such dates without any further notification from the College.

- 5.3. If tuition fees remain outstanding after the due date, the College reserves the right to terminate services and terminate its contract with you, or to withhold progression to the next academic year or withhold graduation. For other outstanding fees, the College may withhold relevant services (e.g. library access for unpaid library fine). The steps are in addition to and without prejudice to the College's right to take legal action against you to recover the outstanding amounts.

5.4. Reassessment charges

5.4.1. If you are offered Repeat First Attempts or Repeat Second Attempts in a module as a result of a successful extenuating circumstances claim, you will not be charged a reassessment fee for that module, whether you choose to opt to take your repeat attempt with or without attendance.

5.4.2. If you opt to take resit(s) in a module during Special Assessment Period (SAP) you will be charged £40 per module. This fee is the same whether you are paying UK, or International fees.

5.4.3. If you opt to take resit(s) in a module with attendance in the following year, your fee will be calculated as a pro-rata of the full tuition fee for the year in which you are taking the module.

**6. General Student Conduct**


6.1. The Student will abide by the College's rules, regulations, policies and codes that are in force at any given time. These include in particular regulations relating to academic study, learning and assessment; conduct and discipline; use of services and facilities; payment of fees and expenses; health and safety; and intellectual property.

6.2. Students are expected to behave honestly and peaceably at all times both on and off campus. Students involved in incidents requiring investigation by the Police, or by College or University authorities, may be suspended whilst these investigations continue. The college will co-operate with all Police and University enquiries.

6.3. For students involved in activities with Loughborough Students Union, students should be aware that Loughborough University reserve the right to ban students from their campus should they believe (where the facts are broadly clear) that they have been involved in unlawful activity and/or breached their code of conduct. As a Loughborough College student, you are a guest while on Loughborough University's campus and as such do not have recourse to a full appeal hearing.

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- 6.4. Unauthorised absence may lead to formal warnings and can even result in you being excluded from the College.
- 6.5. In addition, for international students, the College has a legal responsibility to report serious cases of non-attendance to the UK government - since this may affect the validity of a student's visa. It is therefore important that you notify your department in advance of absence. If at any time you have problems which may prevent you from attending sessions or continuing as a student, please talk to your tutor or a member of the International department.

## **7. Intellectual Property Rights**

- 7.1. Where you create intellectual property entirely by your own efforts during the course of your studies, this will generally belong to you. However, where this is developed in collaboration with other students or staff, or at the direction of staff, or using extensive College facilities or its existing intellectual property, the intellectual property will generally belong to the College. Where you develop the intellectual property during the course of your employment (e.g. a degree apprenticeship) or on a commercially sponsored project, the intellectual property will normally belong to the employer/sponsor.

## **8. Student Engagement**


- 8.1. Section 4.3 of the Higher Education Enrolment and Withdrawal Policy describes what constitutes student engagement and the possible consequences for non-engagement, including in extreme cases, termination of your programme of study. For Higher Education students there is an assumed level of learner independence and autonomy deliberately built into each programme, the level of such independent study increasing as you pass through your degree. It is important that you read and understand the policy. You will be required to agree to and sign an HE Learner Agreement and College Code as part of your registration process. In signing this agreement, you are committing to the following:

Participation and engagement summary agreement:

'I agree to participate fully in the programme of study for which I am enrolled. This will include regular and prompt attendance and participation in each module. I understand that my tutors will keep a register of attendance on all modules. If I am unable to attend a module for a good reason i.e. health, unexpected family commitment etc. I will inform the module leader and agree what steps are needed to compensate for missing any sessions. I recognise that engagement includes wider participation and contributions than simply attending lectures and includes examples such as working independently on study tasks, projects, research, group work, online forums, presentations, work-based learning and laboratory projects/experiments. Where my engagement and/or attendance become an

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issue, on notification, I agree to attend a meeting with a tutor/programme leader or Curriculum Manager to review any issues, and understand if these cannot be resolved, then I could be at risk of being withdrawn from my programme of study. If such a risk exists, the College will have sought a meeting and will inform me in writing of the risk. Any decision to withdraw a student will normally be confirmed at an appropriate exam/progression board and is always subject to agreement by the Dean of Higher Education'.

## **9. Accommodation**

9.1. If you have secured a place in College accommodation, this is subject to your continued registration as a student at the College. There are specific terms and conditions that apply to the provision of such accommodation to you, details of which are available from the College's Accommodation Services at <http://www.loucoll.ac.uk/student-services/accommodation>.

9.2. Students are reminded that during their period of registration they are subject to disciplinary procedures for any misconduct whilst in residence in either Loughborough College, Brooksby College, Loughborough University or private rented accommodation. This includes behaviour that offends neighbours, causes a disturbance, is a criminal offence, or breaches the college's code of conduct expectations, and may be subject to college disciplinary procedures. The following are examples of conduct that, should you breach, will likely lead to disciplinary procedures. This is an indicative not an exhaustive list of commitments:

- I commit to not misusing/supplying illegal drugs, verbal or physical assaults or threats.
- I understand that committing fraud is an offence, as is the possession of a weapon, or using an object as a threatening weapon.
- I understand that damaging the residence, and or neighbours' property and goods is unacceptable.
- I commit to ensuring that no actions or words of my own (or others visiting my residence) are of a racial, sexual or discriminatory nature or such they harass a person(s).
- I understand that it is unacceptable to threaten or psychically assault any staff member, neighbour or fellow resident.
- I will comply with sound Health and Safety practices, including ensuring that I leave no obstructions in an entry/exit, use equipment, chemicals or materials that are a health and safety risk, and manage materials and equipment responsibly.

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- Unless I have the landlord's agreement, the keeping of pets is not allowed.
- I understand that my letting agreement applies solely to myself and does not allow for subletting. There will be rule on how many days a friend can stay overnight, it is my responsibility to understand and apply these.
- I am aware that loud music, partying and other behaviours, motor vehicles etc. Might be considered anti-social when they are repeated, happen at times when people are seeking to sleep, work or study.
- I understand that my accommodation is a meeting and social space and as a Higher Education student, a place for sharing and exploring ideas and values. I commit to ensuring that my residence is not used as a place to promote extremism and violence and I will seek advice from the College where I have concerns.
- I am aware that I cannot run a business from my accommodation unless it is agreed in my tenancy agreement.
- If I have a motor vehicle I will park legally and commit to not disturbing my neighbours.
- I commit to keeping the public areas of my residence in good condition and free of litter.
- Internally, I will comply with the tenancy agreement and enable the inspection regimes.

## **10. IT Facilities**

- 10.1. You will have access to the use of the College's IT facilities while you are a registered student at the College. You must be aware of and observe the rules and regulations governing such use as set out in the College's Privacy Policy and IT Acceptable Use Policy.

## **11. Liability**

- 11.1. The College does not accept responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against theft and other risks.

## **12. Data Protection Notice**


- 12.1. The College will hold and process your personal data including some sensitive personal data. You agree to this personal data being processed in accordance with the College's Data Protection Policy.

## **13. Health & Safety**

- 13.1. You must abide by the College's Health & Safety Policy. You have a legal duty to take reasonable care to avoid injury to yourself or to others and not interfere with or misuse

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any clothing or equipment provided to protect your health & safety. If you suffer from a medical condition which may be caused by, or made worse by study activities, you should notify the Student Support department.

#### **14. Governing Law and Third Parties**

- 14.1. The contract between you and the College shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 14.2. If any provision of the contract, formed by your acceptance of the College's offer of admission, is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.
- 14.3. The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

#### **15. Questions or Complaints**

- 15.1. Questions about the Terms and Conditions should be addressed to:

Vice Principal & Dean of Higher Education  
Loughborough College  
Radmoor Road  
Loughborough  
Leicestershire  
LE11 3BT

- 15.2. Should you be dissatisfied with an aspect of the handling of your application, you may address such concerns to:

Vice Principal & Dean of Higher Education  
Loughborough College  
Radmoor Road  
Loughborough  
Leicestershire  
LE11 3BT

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## 16. Right to Appeal and Complain

- 16.1. The Academic Appeals Policy outlines the procedures to follow in order to lodge a student appeal. Students are able to appeal against assessment conduct, administration of assessments and consideration by assessors/ assessment boards.
- 16.2. Students can also appeal to an awarding body/ institution, this would normally be when the internal college processes are exhausted and have not reached a resolution. In this case students should seek advice from their Curriculum Manager, who will guide them to the university/awarding bodies procedures.
- 16.3. The College has a staged complaints procedure which aims to resolve concerns swiftly and fairly. The purpose of the procedure is to investigate complaints relating to any College policy, procedure or process, academic and support services or facilities, the conduct or actions of a college member of staff or misleading/inaccurate information regarding academic programmes, fees, services or facilities. Further Information is outlined in the [Complaints Procedure](#).
- 16.4. Students can exercise their rights under the Office for Independent Adjudication (OIA). The OIA deals with individual complaints from students, normally when students have exhausted the college or university/awarding body procedures. Students have the right to make a complaint directly to the OIA via the following channels:
- 16.5. Scheme Application Forms are available from the OIA at:
- Office of the Independent Adjudicator
- PO Box 3362
- Reading
- RG1 9UF
- [www.oiahe.org.uk](http://www.oiahe.org.uk)
- 01189 599813
- [enquiries@oiahe.org.uk](mailto:enquiries@oiahe.org.uk)

## 17. Impact Assessments

- 17.1. This policy/procedure has undergone an impact assessment process during review to ensure that any foreseeable risks and implications have been appropriately considered.
- 17.2. Equal Opportunities: The policy has been reviewed to uphold principles of equality and non-discrimination in accordance with equal opportunities legislation, ensuring fair treatment for all individuals.

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- 17.3. Data Protection: All personal data processing activities governed by this policy have been assessed for risk and are fully compliant with current data protection laws. Privacy-by-design has been embedded as a core approach, with safeguards implemented to protect data subjects.
- 17.4. Safeguarding, Health & Safety, and Environmental Sustainability: Relevant aspects of safeguarding, health and safety, and environmental sustainability have been impact assessed to support a secure, inclusive, and responsible working and learning environments for all.

## **18. Location and Access**

- 18.1. This document can be found here:
- The Loughborough College Group's Website
  - The Loughborough College Group's SharePoint

## **19. Linked Policies and Procedures**

- 19.1. You may wish to view the following policies:
- Privacy & Data Protection Policy
  - Complaints Procedure
  - Academic Appeals Policy

## **20. Change Log**

Date	Version	Details of Change	Reviewer	Reviewer Title

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