

Learner Contract

1. THE CONTRACT

When you accept an offer of a place, you enter into a contract with Frisby College (“the College”) which includes rights and obligations on both sides in connection with your course of study (“the Contract”). This Contract will last for the duration of your time whilst registered as a student with the College, including time spent studying or working remotely as part of your course.

Your offer letter will contain specific information about the offer we are making you, including but not limited to, the course on which you are offered a place, your fees, duration of your course, details specific to your course and your offer.

The terms and conditions herein is the agreement made between you and the College, including our international study centres.

The College

Frisby’s College Co., Ltd. is registered by the UK Register of Learning Providers, UKPRN 10039758.

30 Regent Street, Great Yarmouth, Norfolk NR30 1RR, England

2. COLLEGE RESPONSIBILITIES

College responsibilities to you include complying with UK national legislation relevant to you as a learner and the delivery of your course, such as quality assurance standards and data protection; our duty of care to you whilst you are undertaking your course; and also making sure you can easily find important information about:

- The College.
- Your Course.
- How to raise issues of concern and to complain when you are a student.

During the term of this Contract, the College agrees to provide you with the following services:

- Teaching required as part of your course.
- Supervision and/or academic tutoring, where appropriate.
- Assessment, as defined in the relevant course specification(s).
- Assessment feedback, as defined in the relevant course specification(s).

2.1 Liability

The College will be liable for any direct loss or damage you suffer if we either fail to carry out our obligations under this Contract to a reasonable standard; or breach any relevant duties that we owe to you that are

imposed on us by law. We will not be liable to you for events outside our control which we could not have foreseen or prevented.

2.2 Events outside our control

There may be circumstances outside the control of the College that impact on your course of study.

Such circumstances may include but not be limited to:

- Severe weather, fire, flood, act of God, terrorism, cyber-attack, civil disorder, political unrest, government restrictions, travel restrictions.
- Political action (including that which may involve College staff).
- Telecommunications or power failure.
- Health, safety and welfare, for example transmission of a serious illness or global pandemic.
- Where a course does not meet the minimum number of students needed to ensure a good quality educational experience.

2.3 Changes to your Course of Study

Your offer to study at the College is based on the latest information about your course as published on the College website(s) and materials. Information contained in publications such as the prospectus, fliers and/or College handbook, is correct at the time of publication. However, from time to time changes to your course may be needed to ensure courses continually meet; our quality assurance standards, new requirements of an accrediting body, updated legislation.

2.4 Learner Complaints Procedure

The College's Student Complaints procedure is designed to cover the following types of complaint:

- A failing in a College service, academic or non-academic.
- Misinformation about academic courses.
- Poor teaching or supervision.
- Insufficient facilities.
- Concerns relating to Equality and Diversity and/or Dignity and Respect.

If you are unhappy with your experience or with the service you have received you are encouraged to first talk directly with your Programme/Curriculum Leader.

2.5 Academic Appeals Procedure

You have a right of appeal against academic decisions and recommendations made by the College's Boards of Assessors that affect your academic progress.

Appeals can be made against the following decisions:

- a formal assessment result.
- a decision consequential to an academic failure (e.g. termination of contract).

Appeals cannot be made against the following decisions:

- academic judgment of accrediting and/or awarding bodies.

To provide a high quality assessment system, all assessments are second marked i.e. marked by two independent assessors. If the two markers cannot agree on a mark, a third (arbiter) marker is brought in. As a result of this robust marking system, no appeal can be made that challenges academic judgment. Academic appeals can only be made on academic process.

2.6 Serving Notice, Communicating and Keeping in Contact

The primary source of communication between the College and its learners is through email sent to your registered email account. It is your responsibility to ensure that all personal and contact details are accurate, and that your email account is regularly monitored for notices.

3. ACADEMIC SUPPORT

3.1 Online Course

Your online course is accessible by logging into your account at www.edugrowth.co.uk/vle. All of the course units and assessment tasks can be viewed from here. This part of the course is designed for self-study. Once your course is underway you will also be able to use the group chat function to communicate with your Module Leader/Coach and peers.

3.2 List & Guide of Essential & Additional Reading

There are lots of information sources made available to you during the course. You are strongly advised to read and focus on any essential reading list provided. The additional readings have been recommended to help you learn more and develop your essential understanding of the topic.

3.4 Seminars/Workshops

In addition to subject knowledge learned through self-study, you need to understand how to present project work and assignments effectively so that they meet assessment criteria. Although you may have full realization of the topic, you may not be able to do well in an essay report, if you do not know how to structure your content effectively or to the satisfaction of the examiners.

Seminars and workshops provide time for you to carry out project work and assignments with real-time support and communication from your Module Leader/Coach. This time should be used to present your plans and ideas, and to ask questions relevant to your independent study.

3.5 Self-study

Self-study is another important part of your course and is essential for you to complete the qualifications adequately. You are required to complete a minimum amount of independent study each week on the course

as directed by your Module Leader/Coach. This time should be used for project work and assignments, essential and additional readings, and your own research.

3.6 Academic Feedback

Academic Feedback ensures that you can continually improve your subject knowledge and the standard of work you produce for assessments. Your Module Leader/Coach will provide feedback regularly throughout the course and it is important you follow these guidelines and suggestions. The feedback provides details of strengths and weaknesses in your project work and assignments. It also helps you to identify how improvements should be made based on assessment criteria.

3.7 Special Revision Classes

We understand that some students may fall behind with completing project work and assignments from time to time, due to unforeseen issues. Facilitating a student-centred environment for you to learn at your own pace is important to the College. It is however also important that you produce your project work and assignments at a consistent pace to ensure you complete the course within your timeframe goals.

3.8 English Language Support

The College's International Qualifications are taught fully in English. It is important you have the correct level of English ability to fully understand and benefit from the course at each qualification level. Once underway with your course you may find that the level of English being used to discuss topics and complete work is difficult. You may need additional support to improve your English while you study the subject course. The College offers a range of English Courses that can be studied with your subject course. You should understand however that study time required for additional courses will need to be completed in addition to the study time expected of you to complete your subject course. Fees for English Courses are not inclusive in the fees you pay for your subject course.

3.9 Examinations & Assessments

Any examinations are arranged by the Awarding Bodies, with the entry process being arranged by the College. It is essential that you consult your Course Coordinator thoroughly about any examination entry and complete any requirements promptly if asked to do so by the College.

3.10 Module Leaders/Coaches

The Module Leader/Coach is responsible for preparing and delivering the course of study for each unit.

Module Leaders/Coaches will guide you through the subject using the qualification syllabus. If you have any problems or concerns regarding your studies.

3.11 Programme/Curriculum Leader

There is a Programme/Curriculum Leader for each course administered by the College. The Programme/Curriculum Leader deals with overall management of the academic affairs of the relevant subject and acts as a course leader. He/she is responsible for ensuring that lesson plans and practical activities are relevant and appropriate. He/she conducts teaching observations on request by the Academic Head or as part of the College's observation policy; gives

feedback and leads on where the quality of teaching needs to improve; and suggests development activities etc. You can consult your Programme/Curriculum Leader for any of your academic matters, however you need to book an appointment with him/her through your Module Leader/Coach.

4. YOUR RIGHT AND RESPONSIBILITIES AS A STUDENT

4.1 Your rights as a learner include the following:

- Clear details of the programme, and module choices available to you on your course.
- Information on the support services available whilst studying at the College.
- Clear process for feedback on progress of your programme.
- Right to withdraw, as detailed within this Contract.

4.2 It is a condition of the Contract that you must:

- Attend your programme and engage with your studies whether in a formal teaching environment, in group work with your peers or in self-directed study.
- You are required to follow the rules, regulations, codes of practice, and policy and procedures applicable to you as a student.
- Pay all balances due on time.
- Comply with any immigration obligations if applicable.
- Maintain a positive studying environment and behave appropriately and not to engage in any sexual, racial or other harassment of or any unlawful discrimination against any person (whether or not a student or College employee).
- Notify the College promptly of any circumstances that may impact your enrolment as a learner, such as criminal convictions or health impairments.
- Notify the College promptly of any changes to the information you provided at application or enrolment. For example, change of address, change of emergency contacts. It is your responsibility to make sure that all of the information you give us is true, accurate and complete and is not misleading.
- Notify the College promptly in the event that you choose to interrupt and/or voluntarily withdraw from your course for any reason.

Failure to comply with these conditions may result in the College taking action against you under the College's regulations and/or disciplinary policy, and in some circumstances your Contract with the College may be terminated.

4.3 Accepting your Offer

You must accept your offer as directed within your offer letter and within the timeframe specified.

The College reserves the right to amend or withdraw an offer where:

- an applicant does not meet the conditional offer of a place.
- the College suspects an applicant has provided fraudulent or false information.
- you do not accept your offer within the specified time period set out in your offer letter.

4.4 Your right to withdraw

You are permitted to withdraw from your course of study at any time and for any reason, but you should remember that any fees or fines outstanding must still be paid. On withdrawing from a course, this contract is terminated, and you will cease to be a student of the College.

4.5 Fees

Your offer letter will set out the details of the tuition fees applicable to your course.

Fees are based on the start date of your course shown in your offer letter. Any deferment of your start date may affect the fees shown in your offer letter, and you should discuss this with the College.

Be aware that the tuition fees may increase each year due to inflationary pressures. You are advised to check the tuition fee for each course level, which will be revised annually and published on the College's website(s).

You will be expected to pay your tuition fees in accordance with payment due dates set out in your offer letter.

It is your responsibility to make sure that any applicable tuition fees, application fee if applicable, are paid in full and on time. If you do not keep up with your payments, you may not be allowed to progress on your course or you may have access to specific support services withdrawn. The College may also take legal action against you to recover any unpaid fees or costs.

Penalties

If you withdraw from or interrupt your course after it starts, you will be liable to pay all fees and any fines due.

4.6 Rules and Regulations for Studying

As a registered learner, you are required to abide by the College's Rules and Regulations for Studying, which relate to your course of study. These are applicable to you whilst you are registered as a student of the College, including our International Study Centres or remotely.

5. ACADEMIC OBLIGATIONS

5.1 Attending Seminars

According to College's Attendance Policy, learners must attend a minimum of 90% of their whole course of study.

For more information about student attendance, please refer to our 'Procedures for Recording and Monitoring Learners' Attendance'.

5.2 Absence of Coach

It is important you know that if a Module Leader/Coach is absent as a result of any emergency circumstance e.g. accident, illness etc, cover-seminars will be provided for you and you will be notified about them duly.

5.3 Punctuality

The College believes that being late for expected contact is not only detrimental to the academic process of the late comer, but also disruptive for the entire group. Learners should attend seminars promptly at the times published.

5.4 Going Ahead with your Seminars

You are strongly advised to maintain consistency with attending seminars. Do not keep your project work and assignments pending until the last minute. This is very dangerous for any learner. Please try and avoid all attitudes that in the end jeopardise your academic success.

5.5 Submitting Project Work and Assignments

You must submit all your project work and assignments in due time. One of the main purposes of assignments is to assess your understanding of a subject area. They also serve other intellectual purposes:

- To organise your thinking.
- To bring a wide range of material to bear on a given problem or issue.
- To respond critically and with your own ideas to the issue.
- To select and use information to support an argument.
- To present this argument in a clearly structured and literate way.

Please note that failure to submit your assignments in due time may result in an unsatisfactory progress in the final assessment.

5.6 Academic Progress

You are required to make overall significant progress in order to achieve your goal; enhance your career prospect and comply with the regulations of the College and Awarding Bodies. You are permitted to proceed with your approved course of study only if you maintain satisfactory progress as evidenced by attendance at classes, satisfactory performance in completion of project work and assignments. Please note that if your progress is unsatisfactory, you will be given extra care and support and other relevant remedial measures to help you make progress. At the same time, you will be warned about the consequences you might face due to your unsatisfactory progress. If you persistently make unsatisfactory progress even after pursuing our remedial measures under a given a period of time, you may eventually be terminated from the course.

Further information relating to your Academic Progress can be found in the College's Policy and Procedures on Monitoring and Reporting Learners' Academic Progress. You are strongly encouraged to contact your Module

Leader/Coach who will be able to assist you should you have any queries regarding Academic Progress. If in the early and mid-course monitoring of your progress is unsatisfactory, you will be given 1st warning letter, if you fail in the late-course monitoring you will be given 2nd warning letter, if you fail in the final assessments of the Awarding Bodies you will be given final warning letter, and if you fail in the re-submission of final assessments of the Awarding Bodies you will be terminated from the course immediately.

5.7 Re-Sits & Retakes

You are expected to finish your intended course on time in accordance with the advised College course start and end dates. Each learner is also expected to pass their assessment of project work and assignments as per the Awarding Body schedule. If you are unable to complete the course and pass the assessments, you will have to pay an additional fee to the College and the awarding body in order to re-submit assessments in accordance with their specific guidelines. Learners' at College will only be allowed to re-submit or repeat any part of their course up to two times per individual module.

5.8 Mitigating Circumstances

It is obvious that there are some circumstances that genuinely prohibit some students from performing well in their studies. Please find the circumstances below that will be considered in mitigation:

- Severe illness,
- Sudden accidents,
- Parental illness or accidents,
- Illness or accidents of sisters, brothers, or close relations,

If you are faced with any of the above situations, you must immediately inform your Course Tutor, you will then be advised to put in writing. However, there is no automatic guarantee that consideration will be given. Each case will be dealt with individually and on merit.

6. CONDUCT

You are expected to conduct yourself responsibly on the College premises, including at our International Study Centres. Misconduct may result in you being suspended from the College. In such cases no refund of fees will be given, and any outstanding tuition fees will be payable.

6.1 Disciplinary Procedures

By signing this contract you commit to a Code of Conduct. If your behaviour, attendance record or academic standards are persistently below the standards required of the Code and are not resolved by informal discussion and negotiation, then disciplinary proceedings may be started against you.

The disciplinary procedure is a formal process which applies to all learners enrolled at the College. There are two types of activity in which disciplinary action may be required:

6.2 General Misconduct

This covers student's behaviour such as breach of premises health and safety regulations, being under the influence of drink or drugs, bullying and harassment of others, or carrying weapons. It also includes misuse of College facilities and equipment or any other action or incident considered to be of a similar nature to the above examples.

6.3 Academic Misconduct

This covers Learners' behaviour in relation to their course of study such as copying, plagiarism, collusion, cheating etc. or any other action or incident considered to be of a similar nature to the above examples.

In addition, each has three levels of seriousness: Level 1 Minor; Level 2 Serious and Level 3 Major.

Reasons for immediate suspension – some examples are below:

- Assault, fighting or other acts of violence, vandalism, bullying and harassment, theft, being in possession of illegal drugs, firearms or other weapons, committing or attempting to commit any act of arson, behaving in a way that brings the College into disrepute.
- Computer hacking, cheating in exams, extensive and/or persistent plagiarism or use of model answers, buying, selling or stealing of work.

For more information, please refer to the 'Learners' Disciplinary Procedures' of the College.

7. OTHER IMPORTANT ISSUES

7.1 Equal Opportunity

The College aims to promote equal opportunity for all, and to ensure that no one is discriminated because of gender, race, ethnic origin, disability, nationality, colour, religion, political/religious beliefs, age, sexual orientation, marital status, or family responsibilities.

7.2 Data Protection

Next to its people, the College regards information as its most important asset. Because of this, the College recognises the importance of protecting its information assets and, in particular, the information relating to its staff, learners and other individuals in whatever form that information is held. All data, whether held electronically or manually, are kept securely and not disclosed unlawfully.

7.3 Disability Strategy

The College is keen to consider all potential learners irrespective of their abilities in terms of physical and mental health. For disabled learners who cannot follow the course due to their disability, the College will take the necessary steps to consider their application for admission.

Please refer to the 'Disability Strategy' of the College for more information.

7.4 Disclaimer

This Contract does not replace Frisby's College's Regulations. All students will be required, as a condition of enrolment, to abide by and submit to the procedures of the College which are amended from time to time.

Every effort has been made to ensure the accuracy of the information contained within this Contract, but it is subject to alteration without notice. The College will use all reasonable endeavours to deliver courses in accordance with the

descriptions set out in this Contract. However, the College reserves the right to make variations to the contents or methods of delivery of courses, to discontinue courses and to merge or combine course, if such action is reasonably considered to be necessary by the College. If the College discontinues any courses it will use its reasonable endeavours to provide a suitable alternative course.