

# Leeds Beckett University

## Student Contract 2018/19

THE TERMS OF CLAUSE 14 AND CLAUSE 44 WHICH LIMIT THE UNIVERSITY'S LIABILITY TO YOU ARE PARTICULARLY BROUGHT TO YOUR ATTENTION.

### Interpretation

1. In this Contract the following terms shall have the following meanings:

"**Contract**" means this document together with the Relevant Documents (which has the meaning given below) and Regulations which are issued by the University from time to time.

"**Research Student**" means an individual who is registered with the University for the purposes of a research-based award.

"**Relevant Documents**" means the documents listed in Schedule 1 (or any of them) which form part of this Contract.

"**Student**" or "**you**" means a Research Student or a Taught Student.

"**Taught Student**" means an individual who has accepted an offer from the University and is registered with the University for a taught course or programme of study.

"**University**" means Leeds Beckett University.

### The Contract

2. The terms contained within this document together with the Relevant Documents referred to in schedule 1 will govern the relationship between the University and you. By accepting an offer to study at the University and by completing the process of registration and enrolment, you agree to abide by the terms of the Contract. Any references to the 'General Regulations' in documents elsewhere should be taken to refer to this Contract.
3. For the purpose of this Contract, "registration" is the process by which an individual first enters a course or programme of study, and "enrolment" is an annual process by which Taught Students choose a 'selection' of modules within that course and Research Students receive confirmation of sufficient progress at a progression meeting.
4. Students receiving tuition or educational services at another institution under a collaborative agreement with the University are bound by these terms, together with any regulations or similar of the 'delivering institution' which may apply from time to time. Where the terms of this Contract and those of the delivering institution are in conflict then precedence shall be determined by reference to the individual collaboration agreement and to the associated documents.
5. Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.
6. The terms of this document will take effect from the earlier of your acceptance of any offer to study at the University or 1 August 2018. Changes to the Contract for subsequent academic years will be drawn to your attention through the annual enrolment processes.
7. If you wish to contact the University about this Contract, you should contact the University Secretary by email to [secretary@leedsbeckett.ac.uk](mailto:secretary@leedsbeckett.ac.uk).

### Your Right of Cancellation

8. You are entitled to cancel the Contract within fourteen days of the date of accepting a place, or fourteen days from the date of your first enrolment on the course. To do so you must, within the relevant 14-day period, inform the University of your intention to cancel the Contract. Taught Students should contact their School office. Research Students should contact the Graduate School. A cancellation form is available for this purpose. Completed forms should be submitted to the School office or Graduate School before the relevant 14-day period expires. Where you have cancelled the Contract in accordance with this paragraph you will be entitled to a full refund of fees paid to that point although you should seek advice from Student Services as to the implications for any funding via the Student Loans Company or other bodies.
9. If you wish to withdraw and cancel this Contract after this period, you must do so in writing to the University, by

completing the withdrawal process outlined at [Withdrawal Policy and Procedures](#).

### **The University's Obligations**

10. The contents of this Contract, which includes the Relevant Documents listed at Schedule 1, (copies of which are available online), set out how the University will provide to you any teaching, examination, assessment and other 'educational services' for which you are registered and enrolled and the University will take all steps which are reasonably in its power to provide these educational services in accordance with the terms of this Contract.

### **Your obligations**

11. If you are a Taught Student you must fulfil all of the academic requirements of the course or programme of study on which you are enrolled, including participating in lectures and tutorials, submitting coursework and assignments on time, attending at examinations, preparing adequately for, and participating fully in, activities related to the course including but not limited to those activities taking place outside of the University, such as placements, field trips. Research Students must meet a supervisory team, complete assessments and examinations and other milestones, in each case to an agreed timescale.

12. You agree to abide by the University's policies and procedures, in particular those Relevant Documents outlined which are set out in Schedule 1 together with any other policy, procedure or specific course requirements which may apply to you.

### **General**

13. The University will hold and process all your personal data including any special category personal data according to the requirements of the Data Protection Act 2018 and the General Data Protection Regulation and in accordance with the terms set out in the Student Privacy Notice. A copy of the Student Privacy Notice may be found in the Relevant Documents below. The University will notify you of any proposed changes to the Student Privacy Notice.

14. Neither you, nor the University, will be liable for failure to perform any obligations under this Contract, if the failure arises from circumstances that are beyond that party's reasonable control. In the case of the University, circumstances beyond its reasonable control will include strike or similar action by University staff. If either party seeks to rely on this exclusion, then they must ensure that the consequences of failure to act are kept to a minimum.

15. This Contract is only enforceable by the parties to it, i.e. the Student and the University, and no other person or third party shall have rights deriving from this Contract.

16. If any part of the Contract becomes illegal, invalid or inapplicable, then all other parts of the Contract shall remain in force.

17. Failure of either party to enforce any part of the Contract shall not be treated as a waiver of its right to later enforce that part or any other part of the Contract.

18. Disputes under this Contract shall be governed by the laws of, and subject to the jurisdiction of, the courts of England and Wales, with the exception of debtors who reside in Scotland where debt recovery shall be through the Sherriff's Court in Scotland.

### **Changes to the course**

19. The University makes every effort to advertise courses accurately, at a level of detail which is useful to inform student choice. It is sometimes necessary, however, to make changes to the courses offered and to the content of those courses, and therefore procedures set out below will be followed in making substantive changes. Substantive changes would include material changes to course content or any material change to the location from which a course is delivered.

20. Where the University makes a substantive change to a course before it commences, it will do so as early as reasonably practicable and it will consult Students regarding the change. It will seek to minimise the impact of these changes wherever possible. Where a Student does not wish to continue, they will have the right to cancel their Contract according to the process set out above.

21. Where the University wishes to make a substantive change to a course after it has commenced, it will consult with

Students enrolled on the course before making the change, as well as with applicants for future years where appropriate.

22. Where it becomes necessary to cancel the course before it commences, the University will make every effort to offer an alternative to those who have applied. In such instances, you will have the right to cancel the Contract according to the process set out above.
23. If you are unhappy with changes that the University makes to a course, before or after it commences, you will have the opportunity to invoke the Student Complaints Procedure. Further details are provided below.

#### **Changes to the Contract**

24. The University may, from time to time, need to make changes to this Contract, including any of the Relevant Documents listed at Schedule 1. Other regulations that apply to the school or course or award in which you receive tuition or supervision, and procedures and rules that may from time-to-time be approved by the Board of Governors, the Academic Board and/or the Vice Chancellor, in order to assist in the proper delivery of education also form part of the Contract. Changes will normally take effect at the start of the next academic year, but it may sometimes be necessary to bring the changes into effect during the course of an academic year, for example where the University judges that such changes are in the best interests of students, or are necessary to comply with the law. In such cases, the University will place a copy of the revised Contract or documents on the University website (<http://www.leedsbeckett.ac.uk/public-information/student-regulations/>) and will communicate the changes to students by email or through the Student Portal. Where this occurs, you will be bound to accept these revised terms or documents. If you do not contact the University in writing to withdraw from your course, according to the procedures set out above within 28 days of the University notifying you of the change via the process set out in this clause.

#### **Notification of relevant information**

25. You shall disclose to the University full and accurate academic and personal information as required for applications for admission, registration and enrolment purposes.
26. You shall inform the University if there is any change to the academic or personal information that you provided during the admission, registration or enrolment processes as soon as is reasonably practicable.
27. If, during the admission process or subsequent to registration or enrolment, the University discovers that you have withheld, or provided inaccurate, material academic and/or personal information, you shall be treated by the University as having acted in bad faith. As a consequence, the University may terminate your application or your Contract.
28. You shall also inform the University of any unspent criminal convictions when applying to the University for admission. Students on some courses may also be required to declare spent convictions and/or undergo a Disclosure and Barring Service (DBS) check due to a legal requirement or a requirement of a professional, statutory or regulatory body. Please refer to your course or programme of study details for further information as to whether this applies to you.
29. The University shall decide if any criminal convictions you have are incompatible with study at the University and inform you of its decision before you are entitled to enrol on your course or programme of study.
30. You shall inform the University within fourteen days, if after completing your application for admission or when you are a student of the University, you are convicted of any criminal offence or if there are any circumstances which may affect your suitability for your course of study.
31. Failure to comply with the disclosure required at paragraph 28 and paragraph 30 shall be treated as an act of bad faith and may result in the University terminating your application or your Contract.
32. You must notify the University (using the systems that are in place) of your home address and local address (if different), and any subsequent changes to these.
33. You must notify the University if you change your name and would like this change to be reflected in the

University's records and documents including award certificates by submitting such a request in writing, together with any official supporting documents, to the Registration Team ([registration@leedsbeckett.ac.uk](mailto:registration@leedsbeckett.ac.uk)).

### **Absence or Student-Led Withdrawal from the University**

34. Taught Students are expected to inform the University if you are going to be absent for more than one day, by contacting the relevant School office, details of which can be found in your [course handbook](#). You may be required to provide evidence of the reasons for your absence, and, in returning to the University, of your fitness to do so.
35. If you are absent through ill-health immediately prior to, or on the day of, an examination or other assessment and wish for this to be taken into account by the relevant Board of Examiners, you must follow the relevant processes for mitigation for your course or programme of study as set out in the relevant course handbook.
36. If you are an 'overseas' student for visa purposes, then in addition you must also comply with any requirements of the UK Visa and Immigration Service (UKVI) and additional requirements of the University as a registered sponsor. If there is a conflict between the terms of this Contract and the requirements of the UKVI, then the requirements of the UKVI will take precedence.
37. If you wish to suspend your studies for a finite period, for any reason, or wish to withdraw permanently then you must do so in writing, and submit it to your School office or the Graduate School. Your withdrawal will be counted as taking place on the day of receipt of your written notification of this. For further information as to how this might affect your financial liability to the University you should refer to the Fee Schedule and Liability Policy as shown in Schedule 1.

### **Termination or suspension of your registration by the University**

38. The University may cancel your registration, either temporarily or permanently, under the following circumstances:
  - a. For academic reasons, under the provisions of the Academic Regulations (please refer to Schedule 1 for detail);
  - b. For unsatisfactory levels of attendance, under the provisions of the Attendance Policy (please refer to Schedule 1 for detail);
  - c. Through a failure to re-enrol at the start of an academic year (unless you have notified us of your intention to take a period of temporary absence);
  - d. For disciplinary reasons, including, but not restricted to, unfair academic practice, the provision of inaccurate information relating to academic records, personal details, criminal convictions, or on grounds of misconduct;
  - e. Under the provisions of the Fitness to Study Policy, where there are serious or persistent concerns relating to a student's health, safety and wellbeing or that of others;
  - f. If you inform the Student Loans Company of your withdrawal, even if you have not informed the University;
  - g. For the non-payment of fees under the terms of this Contract.
39. Where your registration is cancelled, this Contract will be deemed to be terminated, but you will still be liable for any outstanding fees accrued up to and including the date of that cancellation.
40. The University may suspend your registration where you are found unfit to study (for example through reasons of ill health) or where you choose to take a temporary period of withdrawal and notify the University accordingly. In all cases, this will be in accordance with processes approved for the purpose. In such cases, your Contract will be deemed to remain in force unless or until you cancel the Contract in accordance with clause 8 above or the University cancels it in accordance with clause 38.

### **Liability of and to the University**

41. You are liable, under this Contract, for any debts incurred in relation to the delivery of educational services to you and your attendance on any course of programme of study delivered by the University. You are also liable for losses, and the repair of any damage or defacements, which are negligently or willfully caused by you to the property of the University, or which is on the University's premises, or which is owned by or on the premises of the University's partners.

42. If the University fails to comply with the terms of the Contract, then subject to the limitation on the University's liability which is set out in clause 44 below and subject also to clause 14, it will be responsible for loss or damage you suffer that is a foreseeable result of it breaking this contract or its failing to use reasonable care and skill.
43. The University accepts no liability for the loss or damage to personal property unless that loss or damage occurs due to the University's negligence or failure to act with reasonable care or skill.
44. Subject to clause 45, if the University is in breach of any of its obligations under this Contract the University's liability shall not exceed the total tuition fees paid by the Student at the time of that breach.
45. Nothing in this Contract will limit or exclude the University's liability for death or personal injury arising from negligence of the University or its employees, sub-contractors or agents, for fraud or fraudulent misrepresentation, or for liabilities which cannot be excluded or restricted by law.

**If you have a concern**

46. If you have a complaint about the University, then you should use the Student Complaints Procedure which is referred to in Schedule 1 and which is designed to resolve complaints as promptly and fairly as possible. If, having followed that Procedure to completion, you are still unsatisfied, you have the right to complain to the Office of the Independent Adjudicator for Higher Education.
47. If you have other concerns, such as with your ability to continue on the course for academic or personal reasons, you are strongly advised to contact the Student Services team, or your School or course administration team, at the earliest possible stage.

Approved by Caroline Thomas, University Secretary  
18 July 2018

## Schedule 1 – Relevant Documents

(Those marked ‘\*’ apply to those students on particular courses, as set out in the prospectus.)

### **Academic**

1. [Academic Regulations](#)
2. [Taught Course Handbooks](#)
3. [Student Attendance Policy](#)
4. [Extenuating Circumstances and Mitigation Student Handbook](#)
5. [Code of Practice for Research Awards](#)
6. [Student Withdrawal Policy and Procedure](#)
7. [Student Protection Plan](#)
8. [Student Transfer Plan](#)
9. [Fitness to Practise Policy and Procedure\\*](#)
10. [Research Student Handbook](#)
11. [Research Ethics Policy](#)
12. [Research Ethics Procedures](#)
13. [Code of Good Practice for Research](#)
14. [Policy and Procedures for Investigating Allegations of Misconduct in Research](#)

### **Financial**

15. [Fee Schedule and Liability Policy](#)
16. [Counter Fraud and Anti-Bribery Policy](#)
17. [Contract Cancellation Form](#)

### **Student Wellbeing**

18. [Safety, Health and Wellbeing Policy](#)
19. [Equality and Diversity Policy](#)
20. [Dignity at Work and Study Policy](#)
21. [Policy on the admission of students under the age of 18](#)
22. [Policy for students declaring criminal convictions](#)
23. [Policy on Safeguarding Vulnerable Groups](#)
24. [Fitness to Study Policy](#)
25. [Protocol on Misconduct and Mental Illness](#)
26. [Student Pregnancy and Maternity policy](#)
27. [Policy Statement on Violence at Leeds Beckett University](#)
28. [Smoking Policy](#)

### **Student Behaviour and Conduct**

29. [Code of Practice on Freedom of Speech and Expression](#)
30. [Student Code of Discipline](#)
31. [Data Protection Policy](#)
32. [IT Security Policies](#)
33. [Social Media Policy for Students](#)

### **Complaints to the University**

34. [Student Complaints Procedure](#)
35. [Whistleblowing Procedure](#)

### **Student Information**

36. [Student Privacy Notice](#)
37. [Data Protection Policy](#)