

IMPORTANT AND SURPRISING TERMS

All of the clauses in these terms and conditions are relevant to your studies at Leeds Beckett University. However, we have highlighted below some important and /or surprising terms and conditions for your information.

1. **Fees** – You are required to pay any additional charges applicable to your course and any post-graduate research fees which are covered by the Studentship pursuant to the terms of your offer when they are due. Students will be notified of the post-graduate research fees and any other costs they will be liable to pay at the earliest possible stage and in any event no later than the date the University makes an offer to them to study on a course. Each year, the Board of Governors reviews the post-graduate research fees for courses commencing in the following academic year. Where the post-graduate research fees may or will rise in future years, this will be communicated at the earliest possible opportunity and will only commence from the beginning of an academic year. The University will only increase annual post-graduate research fees in line with UKRI studentship rates and as approved by the Board of Governors. In the event you are a student returning to study after a period of suspension and are adversely affected by any increase in post-graduate research fees, you have the option to terminate your contract with the University. For further information see clauses 12-15 of the [Student Contract](#) and the [Fee Schedule and Liability Policy](#).

2. **Periods of absence, withdrawal or suspension of studies** – If you withdraw or are withdrawn from the University, your entitlement to the stipend and payment of post-graduate research fees will stop. You will be liable to repay any overpayment of funds received from the University from the date of withdrawal. Stipend payments are not normally paid during a period of suspension, but see further information set out below and in the [Fee Schedule and Liability Policy](#).

3. **Third party sponsors** - If your Studentship is funded by a third party, the funder's rules/contract with the University will take priority over these Terms (for example, the UKRI terms and conditions which apply for all research council studentships).

- 1 These terms and conditions (the **Terms**) apply to individuals who are enrolled as students at Leeds Beckett University (the **University**) in relation to a University postgraduate research award, and who are in receipt of an award of funds (be that in relation to post-graduate research fees and/or a stipend to assist with maintenance costs while studying) from the University (a **Studentship**). They are supplemental to any terms set out in your offer letter and the [Student Contract](#) which are the general terms and conditions that apply to all University Students. The Student Contract incorporates various other documents, which include several documents of relevance to research Students, including the [Academic Regulations](#) (see in particular Section 11), the [Research Student Handbook](#) and [Research Integrity](#) and [Ethics policies](#) and [procedures](#). Where there is any inconsistency between these Terms and any other University policies, or the Research Student Handbook, these Terms will

LEEDS BECKETT UNIVERSITY

prevail.

- 2 These Terms apply to all University-administered Studentships, whether provided by the University or a third party sponsor (for example, research councils, external commercial sponsors and charities). However, where a Studentship is funded by a third party, the funder's rules/contract with the University will take priority over these Terms (for example, the UKRI terms and conditions which apply for all research council studentships).

- 3 By accepting a Studentship you agree to abide by these Terms, the [Student Contract](#), the terms set out in your offer letter (including the start and end date, whether your study is full or part-time, your research project title, your supervisory team and the financial support offered), the [Academic Regulations](#) and the [Research Student Handbook](#).

Studentship financial package

- 4 The Studentship will consist of:
 - a monthly stipend, exempt from UK income tax and national insurance; and/or
 - payment of post-graduate research fee due.

Details of the Studentship that is offered to you are set out in your offer letter.

- 5 If you are an international Student in receipt of a Studentship any post-graduate research fee payments will be equivalent to the Home post-graduate research fee. You will be liable for, and be charged, the difference between the rate for Home and international post-graduate research fees applicable to the relevant academic year and subject. Post-graduate research fees will be charged annually throughout the Studentship and are subject to annual increases as set out in these Terms, your offer letter and the [Fee Schedule and Liability Policy](#).

- 6 The monthly stipend will be paid via BACS into a UK bank account, usually on the first day of the month.

- 7 International students who require a student visa to study in the UK are required to pay a deposit of 50% of the difference between the Home post-graduate research fee and international post-graduate research fee before the University will issue a Certificate of Acceptance of Study (CAS). You will not be able to apply for your student visa until you have paid the deposit and received a CAS.

- 8 The first instalment of your stipend will be made following confirmed attendance at the compulsory University induction sessions. During your Studentship, if you have any significant interruptions to study, the payment of the stipend may be reduced or cease. For further details see the "Absence from your studies" section below.

- 9 Funding will cease on the earlier of you submitting your thesis and the end of your Studentship tenure. This includes instances in which you submit before the end of your designated funding

period.

Mode of study

- 10 'Mode of study' refers to whether you study full-time or part-time, which will be set out in your offer letter (either three years (full-time), 6 years (part-time) or the period prescribed by an external funder or otherwise agreed with the University). You may seek approval from the Research Degrees Sub-committee for a change in the mode of study to part-time at any point during the research programme, subject to any award or course related restrictions (see the Academic Regulations for further information). Part-time awards should not normally be less than 50% of full-time. If the change of mode of study is approved, the end date and period of funding will be recalculated on a pro rata basis. For example, a student who has studied for one year full-time and then changes to part-time will have four years left to complete.
- 11 Students may be permitted to change mode of study from that in your offer letter, but no additional funding will be available in those circumstances.
- 12 Approval must be given by the University Research Degree Sub Committee and, where relevant, any external funder of the Studentship, for change in mode of study.
- 13 International Students who require a student visa for their programme cannot study part-time.

Location of study

- 14 Unless on approved field work or study visits, or you have the approval of the Research Degrees Sub-Committee to undertake research offshore/campus you are expected to study on campus throughout the period of the Studentship (see [Academic Regulations](#) for further information), subject to arrangements agreed with the University to work at other premises.

Tenure of the Studentship

- 15 Your start date (usually on or around 1 October or 1 February) and expected period of registration for the Studentship (either three years (full-time) or 6 years (part-time) or the period prescribed by an external funder) are set out in your offer letter.
- 16 The [Academic Regulations](#) set out further information on reducing or extending the period of registration, but where the period is extended, no additional funding will be available. Periods of registration may also be extended where Family Leave, Medical Leave or Additional Leave has been agreed (see Absence from your studies section below).
- 17 Continuation of your Studentship is subject to satisfactory academic progress and engagement. Progress will be measured through meetings between you and your supervisory team which take place monthly (for full-time Studentships) or every two months (for part-time Studentships) and the formal annual progress review meeting as outlined in the [Academic Regulations](#) and the [Research Student Handbook](#). The University reserves the right to contact your sponsor(s) to discuss progress and/or other relevant issues relating to your programme

LEEDS BECKETT UNIVERSITY

of study at any time during the Studentship.

- 18 You must maintain regular contact with your supervisory team and meet all expected milestones as outlined in the [Academic Regulations](#) and [Research Student Handbook](#). If you are an international student on a student visa you will be required to comply with all of the conditions of your visa, which includes additional attendance and monitoring requirements. Further details can be found [here](#)
- 19 The University expects that, by the end of the designated funding period, you will have achieved the qualification for which the Studentship was granted. This means you will have submitted your thesis, have been examined and have satisfactorily undertaken any amendments prior to the end of the designated funding period.

Absence from your studies

- 20 There may be times during your studies that you need to take a break. This may be a short absence (e.g. for a holiday/a break from studying or short-term illness), or you may need to take extended family leave, medical leave or additional leave.
- 21 Studentships should be held on a continuous basis, without a break. However, if you are unable to study due to an unexpected illness, accident or other circumstances beyond your control for a period longer than 2 weeks, you must notify your supervisory team.
- 22 If you do not resume your studies as agreed following an agreed period of absence, the University reserves the right to seek to recover the funding for the leave period.
- 23 In the case of unauthorised absences your funding payments will cease and the University may invoke disciplinary procedures which could result in withdrawal and termination of your Studentship.
- 24 Students will be well supported to return to study following leave, including (but not limited to) using phased returns where appropriate.

Annual Leave

- 25 You are entitled to 28 days paid leave per annum, plus 8 Bank Holidays and the 3-day closure at Christmas (pro-rata for part-time students). Holiday requests must be approved by your supervisory team prior to the period requested. Studentships will not be extended to accommodate annual leave.

Other Leave

- 26 Schedule 1 sets out Students' entitlement to Family Leave, Medical Leave and Additional Leave, its impact on the payment of stipends and the tenure of the Studentship. Further information is also set out in the [Research Student Handbook](#).

LEEDS BECKETT UNIVERSITY

Suspension

- 27 In cases of Family Leave, Medical Leave and Additional Leave and other exceptional circumstances, the Research Degreed Sub-committee may approve a request for suspension of registration. Further information is set out in [Schedule 1](#), the [Academic Regulations](#) and the [Research Student Handbook](#).

Withdrawals

- 28 If you request to withdraw from the Studentship, payment of the stipend will cease immediately on confirmation of withdrawal. If you withdraw or are withdrawn, you will be liable for post-graduate research fees in accordance with the [Fee Schedule and Liability Policy](#).
- 29 The University may withdraw you if you pursuant to paragraphs 48-50 of the [Student Contract](#) (including academic grounds, lack of engagement, Fitness to Study, conduct grounds and non-payment of post-graduate research fees) and/or pursuant to an outcome of the Confirmation of Registration or Annual Progression panel meetings (further details of which are set out in [Academic Regulations](#) and the [Research Student Handbook](#)).
- 30 Further information on the process for withdrawal is set out in the [Student Contract](#), [Academic Regulations](#), [Research Student Handbook](#) and the [Withdrawal Policy and Procedure](#).

Transfers

- 31 If you request to transfer to another higher education institution during your Studentship, payment of the stipend will cease immediately on confirmation of transfer and you will be liable for post-graduate research fees in accordance with the [Fee Schedule and Liability Policy](#). See Section 11 of the [Academic Regulations](#) for further information on transferring registration from another institution to the University.

Professional Development

- 32 The University expects research students in receipt of a Studentship to undertake professional development activities, which may include, for example, activities relating to teaching and service activities. Total professional development activities included in Studentship fully funded by the University should not exceed 200 hours in any one academic year.
- 33 Any professional development activities must be approved by the supervisory team.
- 34 The University's schools will ensure that you undertake appropriate preparation for professional development activities prior to any involvement in such activities, and you will be provided with appropriate leadership and support for these activities by module leaders or other appropriate academic staff.

Intellectual property rights

LEEDS BECKETT UNIVERSITY

- 35 As a term of your Studentship, you will be required to assign ownership of any intellectual property rights generated as part of your research-based award to the University and waive your moral rights (or to any third party sponsor pursuant to the terms agreed with them). Please see the University's [Intellectual Property Policy](#) for further details of the definition of intellectual property, the policy and exceptions.

Paid work

- 36 The University does not encourage holders of a full-time Studentship to take further paid work.
- 37 Students on a student visa are allowed to work during their studies up to the amount allowed under the conditions of their visa. For more information see [here](#).
- 38 If you take up full-time or part-time paid employment and you are unable to keep up with the requirements of your Studentship as set out in these Terms, the funding will be terminated. Please note, earnings from paid work may be liable for Income Tax and National Insurance contributions.

General

- 39 The University may, from time to time, need to make changes to these Terms, the [Student Contract](#) (and the Relevant Documents annexed to the Student Contract) and the [Research Student Handbook](#). This may be by way of changes to this document, the issue of regulations that apply to the school or course or award in which you receive post-graduate research or supervision, and procedures, policies 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. These Terms are reviewed annually and any changes will therefore normally take effect at the start of the next academic year (any changes will be drawn to your attention through the initial registration and annual enrolment processes), but it may sometimes be necessary to bring the changes into effect during the course of an academic year, when it is necessary to comply with the law or professional, statutory or regulatory bodies. In such cases, the University will place a copy of the revised Contract or documents on the [Student Regulations](#) webpage of the University website and will communicate the changes to you at the earliest opportunity by email or through the Student Portal where the changes may have a material detrimental impact to you. Where changes have a material impact on you, you will have the right to terminate your contract with the University or discuss other options such as deferring or transferring to another course or institution (see also clauses 57 and 58 of the Student Contract about your rights to complain). An archive of these Terms for previous years can be found [Students Regulations Archive](#).
- 40 Nothing in these Terms creates an employment relationship between you and the University.
- 41 These Terms are only enforceable by the parties to them (i.e. you and the University).
- 42 If any part of these Terms becomes illegal, invalid or inapplicable, then all other parts of the Terms shall remain in force.
- 43 Failure by you or us to enforce any part of these Terms shall not be treated as a waiver of the right to later enforce that part or any other part of the Terms.

- 44 Disputes under these Terms shall be governed by the laws of, and subject to the jurisdiction of, the courts of England and Wales.

SCHEDULE 1 - ABSENCE

Family Leave

1 Maternity Leave

Maternity Leave can commence up to 11 weeks before the expected week of childbirth. A Student is eligible for Maternity Leave if (1) the maternity leave is planned to commence (or does commence) before the end of the Student's funded period and (2) they are the birth parent of the child. A Stipend may be drawn at the full rate for the first 26 weeks of Maternity Leave; at a level commensurate with Statutory Maternity Pay for the next 13 weeks of Maternity Leave. A Stipend may not be drawn for the final 13 weeks. The Studentship may be extended to account for periods taken as Maternity Leave.

2 Partner's or Paternity Leave (leave for partners following the birth of a child)

A stipend may be drawn for two weeks of leave for a Student who is the partner of a mother or birth parent following the birth of their child. A Student is eligible for this leave if the following conditions are met: (1) the leave is planned to commence (or does commence) before the end of the Student's funded period and the leave commences within 52 weeks of the birth of a child AND (2) the Student is either (i) the father or non-birth parent of the child or (ii) partner of the child's birth parent AND (3) the Student must also have or expect to have the main responsibility (apart from any responsibility of the mother/birth parent) for the upbringing of the child. For these purposes, "partner" means a person who lives with the birth parent and the child in an enduring family relationship but is not the birth parent's parent, grandparent, sibling, child, aunt or uncle. A partner may be married to or be a civil partner of the birth parent but this is not a requirement.

3 Adoption Leave

A Student is eligible for Adoption Leave if the Student has been newly matched with a child through an adoption agency, or if the Student has used a surrogate during their Studentship. Leave during the studentship for a main adopter of a child in the UK begins when the child's placement starts, or an agreed period of time before the child's placement starts to support preparation. The support available for the main adopter is commensurate to Maternity Leave. The support available for a Student who is the partner of the main adopter of the child or is the co-adopter, is commensurate with Paternity Leave. The Studentship may be extended to account for the period of Adoption Leave. A Stipend may also be drawn for Students attending adoption appointments after being matched with a child. The Studentship will not be extended for these appointments.

4 Neonatal Care Leave

A Student is eligible for Neonatal Care Leave if: (1) the birth of the child is within the funded period of the Studentship or a planned period of Maternity Leave and the child is receiving neonatal care in a hospital and (2) they are either (i) the mother/birth parent of the child or (ii) a father/non birth parent or partner of the mother/birth parent. One week of Neonatal Care Leave will be provided for each week or part-week in which the child is in neonatal care, up to a maximum of 12 weeks. This is additional to Maternity or Paternity Leave and a stipend should be drawn at the usual rate. The Studentship may be extended to account for periods

LEEDS BECKETT UNIVERSITY

taken as Neonatal Leave.

5 **Parental leave (no stipend)**

The University may allow a Student to take leave in order to provide care to a child for to whom they are a parent/carer of up to 1 month each year. No Stipend may be drawn during this period but the end date of the Studentship will be modified accordingly. Alternatively, the Studentship can be suspended.

6 **Death during a period of maternity**

A partner is eligible for leave on the same basis as the mother or main adopter if the mother or main adopter dies during or shortly before the period of maternity or adoption leave. For pregnancy loss or the loss of a child, see Additional Leave.

Medical Leave

1 Medical Leave should be used for any circumstances by which a Student is deemed unfit to study. It may also be used to provide paid leave to attend medical appointments where flexible study is not possible. Examples of leave that can be supported under Medical Leave are:

- Sick leave (including both physical and mental health)
- Pregnancy-related illness
- Antenatal appointments
- Fertility treatment – a Student experiencing fertility issues and has been medically advised that they require leave, including (but not limited to) undergoing fertility treatment
- Disability-related illness (including chronic illness)
- Disability-related appointments (including for chronic illness) e.g. diagnosis, therapy or treatment
- Gender reassignment – a Student undertaking gender reassignment and has been medically advised that they require leave. Page 17 of 26

2 A stipend may be drawn for Medical Leave for up to 28 weeks in a rolling 12-month period. The total cumulative amount of medical leave must not exceed 52 weeks across the whole studentship.

3 The University must be satisfied that the period of leave is necessary and reasonable. Where a Student is unfit to study, this may be via a certificate, letter or equivalent from a medical professional or a record that the University has determined that the Student is unfit to study.

4 Disabled Students with a known need for a high number of medical appointments may wish for this to be considered outside of Medical Leave, through reasonable adjustments.

Additional leave

1 Additional leave may be provided to cover specific instances where a Student may be required to be absent from study that are not covered by other types of leave. These include:

- Special leave (including bereavement and pregnancy loss)
- Baby loss (including stillbirth and neonatal death)
- Carer's leave
- Additional disability leave associated with delayed adjustments
- Health and safety

- Public duties
- Regulation leave

2 **Special Leave (including bereavement and pregnancy loss)**

This covers paid leave on compassionate grounds (compassionate leave) in addition to emergency situations such as serious illness or injury involving a Student's dependant or to deal with any domestic emergency or emergency situation at home, such as flooding. This list is not exhaustive and the University may consider covering other events that create significant disruption that cannot be accommodated through flexible working such as non-medical appointments (e.g. legal). Typically, a stipend may be drawn for up to 5 days leave pro rata. At the University's discretion, the Student may draw a stipend up to 10 days' paid leave pro-rata. In the following circumstances the University will allow up to 10 days' paid leave pro rata (1) in the event of the death of a parent, close relative or a child (2) in the event that a pregnancy is lost before 24 weeks whether the Student (i) experiences this loss directly or (ii) is the partner, of someone who experiences the loss; or (iii) loses a baby via surrogacy. Absences beyond these allowances may be taken as Medical Leave where they meet the conditions set down above. The Studentship may be extended to account for periods taken as Special Leave.

3 **Baby loss (including stillbirth and neonatal death)**

A Student is entitled to this leave, in addition to Special Leave, if the Student is (1) the mother/birth parent or (2) the father/non-birth parent/partner of the birth mother and (3) the baby is stillborn or born at any stage of pregnancy in or beyond week 24 of the pregnancy but dies within the first 52 weeks of being born. This is irrespective of whether the child was stillborn, dies within the first 28 days (neonatal death) or dies at any other time in the first 52 weeks. The Student will be provided the same amount of Family Leave as they would have been provided had the child survived. If the Student is already on Family Leave, this will continue unless the Student expressly requests to return to study early.

4 **Carer's leave**

A stipend of up to 5 days per year pro rata may be drawn by a Student who needs to give or arrange care for a dependant with a long-term care need. This is defined as a dependant with a disability under the Equality Act 2010 (or DDA in Northern Ireland), care need related to old age, or Page 18 of 26 an illness or injury likely to need care for more than 3 months. The Studentship may be extended to account for periods taken as Carer's leave.

5 **Additional disability leave associated with delayed adjustments**

A Stipend may be drawn while the Student is unable to study as the result of a delay in putting in place reasonable adjustments. An extension to the Studentship may be provided for disruption over 5 days. If the extension is more than 4 weeks the University may need to consult with external funders. Students must not study while on this leave type. It should not be used merely to extend the period available to study nor should it replace or enhance the provision available through Medical Leave.

6 **Health and Safety**

Where a health and safety concern means that a Student is temporarily unable to continue with their studies and the University has made all other reasonable efforts to mitigate the issue, a Stipend may be drawn while the Student is unable to study. The Studentship may be extended to account for periods taken as leave related to Health & Safety over 5 days. If the extension is more than 4 weeks the University may need to consult with external funders. The

LEEDS BECKETT UNIVERSITY

University will keep the situation under regular review and satisfy itself that new mitigations to allow the return of the Student to study are not possible.

7 **Public Duties**

Leave may be provided for jury service and an extension may be provided.

8 **Regulation leave**

Where an University has explicit written permission from an external funder, it may draw funding for other leave types or allowances, provided that these are offered to other similar students in the University's Regulations or equivalent.