

Leeds Beckett University

Student Contract 2016/17

The Contract

1. The terms contained within this document together with the "relevant documents" referred to in schedule 1 (together "the Contract") will govern the relationship between Leeds Beckett University (the "University") and any individual registered and enrolled as a student at the University or any individual who has accepted an offer to study at the University ("You", or together "Students"). Any references to the 'General Regulations' in documents elsewhere should be taken to refer to this Contract.
2. For this purpose, registration is the process by which a student first enters a course of study, and enrolment is an annual process by which they chose a 'diet' of modules within that course.
3. The terms of the Contract form part of any offer to study at the University, and by accepting an offer to study you are accepting the terms of this Contract. In addition, by registering at the University you agree to abide by the terms of the Contract.
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 relevant 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 1 August 2016 and will replace the previous general regulations with immediate effect.
7. If you wish to contact the University about this Contract, you should contact the Secretary & Registrar by email to secretary®istrar@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 by contacting your School office. A cancellation form is available for this purpose, completed forms should be submitted to the School office 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.
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 form and following the procedure set out at <http://www.leedsbeckett.ac.uk/studenthub/withdrawing-from-your-course/>

The University's Obligations

10. The contents of this Contract, together with the 'relevant documents' listed at Schedule 1 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 agreement.

Your obligations

11. You shall commit to fulfilling all of the academic requirements of the course on which you are enrolled, including participating in lectures and tutorials, submitting coursework and assignments on time, ensuring attendance 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, etc.

12. You agree to abide by the University's policies and procedures, in particular those Relevant Documents 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 and sensitive personal data according to the requirements of the Data Protection Act 1998 and in accordance with its Guidance on the Use of Students' Personal Information and you agree to such data being processed for the purposes specified in this guidance.
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. 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 construed as a waiver of a 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 course content or delivery location.
20. Where the University makes a substantive change to a course before it commences, it will do so as early as possible 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 their 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, see below.

Relevant Documents

24. A number of other policies and procedures form 'Relevant Documents', and as such are part of the Contract between you and the University. These documents are listed at Schedule 1, the University reserves the right to add, remove or make amendments to any Relevant Documents which appear at Schedule 1 and which form part of this Contract. Specific regulations that apply to the schools or courses in which you may receive tuition, also form part of this Contract.

25. Other regulations, 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 to the Contract

26. The University may, from time to time, need to make changes to this Contract, or to any of the Relevant Documents. 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/about/student-regulations.htm>) 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 by writing to withdraw, according to the procedures set out above.

27. If the University wishes to contact you about the Contract it will do so either by the use of your University-issued email address, or to the postal address that you have supplied.

Notification of relevant information

28. You shall disclose to the University full and accurate academic and personal information as required for applications for admission, registration and enrolment purposes.

29. 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.

30. 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.

31. 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 DBS check due to a legal requirement or a requirement of a professional, statutory or regulatory body. Please refer to your course details for further information as to whether this applies to you.

32. The University shall decide if any criminal convictions you may have are incompatible with study at the University and inform you of its decision before you are entitled to enrol on your course.

33. You shall promptly inform the University, 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.

34. Failure to comply with the disclosures required at paragraphs 30-33 shall be treated as an act of bad faith and may result in the University terminating your application or your Contract.

35. 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.

36. 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).

Absence or Student-Led Withdrawal from the University

37. You 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 student 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.
38. 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 processes for mitigation.
39. 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 expectations of this student Contract, or the requirements of the UKVI, then the requirements of the UKVI will take precedence.
40. 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 to your School office. Your withdrawal will be counted as taking place on the day of receipt of your written notification of this. For information as to how this might affect your financial liability to the University you should refer to the Fee Schedule and Fee Liability Policy in Schedule 1.

Termination or suspension of your registration by the University

41. 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;
 - b. For unsatisfactory levels of attendance, under the provisions of the Attendance Policy;
 - c. Through a failure to re-enrol at the start of academic year (unless you have notified us of your intention to take a period of temporary absence);
 - d. For disciplinary reasons, including unfair practice, the provision of inaccurate information relating to academic information, personal details, criminal convictions, etc. or on grounds of professional misconduct;
 - e. If you inform the Student Loans Company of your withdrawal, even if you have not informed the University;
 - f. For the non-payment of fees under the terms of this Contract.
42. Where your registration is cancelled, this Contract will be deemed to be terminated, but you will still be liable for any outstanding fees accrued to the point of that cancellation.
43. 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 active unless or until the university or you cancel that contract in accordance with paragraph 7 above.

Liability of and to the University

44. You are liable, under this Contract, for any debts incurred in relation to the delivery of educational services and your attendance on any course of programme of study delivered by the University. You are also liable for losses, and correction of damages or defacements, which are negligently or wilfully caused to the property of the University, or which is on the University's premises, or which are owned by or on the premises of the University's partners.
45. If the University fails to comply with the terms of the Contract, 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.
46. 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.

47. If the University fails, or is unable to provide educational services in accordance with this Contract, or where it has failed to exercise reasonable skill and care the University's liability shall not exceed the total tuition fees paid by the Student at the time of that default.
48. 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

49. If you have a complaint about the University, then you should use the Student Complaints Procedure, 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.
50. 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 Services for Students team, or your School administration team, at the earliest possible stage.

Approved by Jenny Share, Secretary & Registrar, 8 July 2016

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

Academic / Financial

1. [The Academic Regulations](#)
2. [The Student Attendance Policy](#)
3. [Regulations and Procedures relating to mitigation](#)
4. [Regulations and Procedures relating to Student Withdrawal](#)
5. [The Fee Schedule and Fee Liability Policy](#)
6. [The Intellectual Property \(Students\) Policy](#)
7. [Regulations and Procedures assessing ‘Professional Suitability’* and ‘Fitness to Practice’*](#)
8. [The Research Ethics Policy and Procedures](#)
9. [The Code of Good Practice for Research](#)
10. [Policies and Procedures for investigating Allegations of Misconduct in Research](#)
11. [Policy on the admission of students under the age of 18](#)
12. [The Counter Fraud and Anti-Bribery Policy](#)

Conduct, Behaviour and Wellbeing

13. [Student Code of Discipline](#)
14. [The Equality and Diversity Policy](#)
15. [The Dignity and Respect at Work and Study Policy](#)
16. [Code of Practice on Freedom of Speech and Expression](#)
17. [Protocol on Misconduct and Mental Illness](#)
18. [Policy Statement on Violence at Leeds Beckett University](#)
19. [The Safety, Health and Wellbeing Policy](#)
20. [The Smoking Policy](#)
21. [The Policy on the Use of Social Media](#)
22. [The Policy on Safeguarding of Young People and Vulnerable Adults](#)
23. [Procedures for students declaring criminal convictions, including procedures for DBS checks*](#)
24. [Student Pregnancy and Maternity policy](#)
25. [Alcohol and Drugs Misuse Policy and Procedure](#)

Complaints

26. [The Student Complaints Procedure](#)
27. [The Whistleblowing Procedure](#)

Data and Information

28. [The Data Protection Policy](#)
29. [Guidance on the Use of Students’ Personal Information \(which incorporate our Data Protection Notices\)](#)
30. [Our IT Security Policies, and in particular the policies on the use of computers, and bringing your own device](#)

Other

31. [Students’ Union Code of Practice](#)
32. [Contract Cancellation Form](#)