

Leeds Beckett University

Student Contract 2023/24

IMPORTANT AND SURPRISING TERMS

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

1. **Fees** - You are required to pay your fees and charges applicable to your course when they are due. Students will be notified of the tuition 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. Assuming there are no breaks in your period of study, the tuition fees notified to you in your offer letter will remain unchanged for the duration of your course.

Each year, the Board of Governors reviews the tuition fees for courses commencing in the following academic year. Where the tuition fees may or will rise in future years, this will be communicated at the earliest possible opportunity to applicants and students returning to courses after a period of suspension and will only commence from the beginning of an academic year. The University will only increase annual tuition fees in line with inflation, as calculated in line with the Retail Price Index and as approved by the Board of Governors and will be no more than a relevant government cap or limitation on such tuition fee increases. In the event you are a student returning to study after a period of suspension and are adversely affected by any increase in tuition fees, you have the option to terminate your contract with the University. For further information see clauses 12-15 and the [Fee Schedule and Liability Policy](#).

2. **Changes to courses** - In the rare circumstances where the University is required to make a substantive change to a course, it will seek to minimise any impact of these changes where possible (which will usually mean any existing cohorts of students will be taught out before the changes are implemented). If following a substantive change that has a material effect on you, you no longer wish to continue, you will have the right to cancel this Contract. For further information see clauses 22—32 and the [Student Protection Plan](#)
3. **Exclusion of liability** – Clauses 52, and 55 of this Contract allow the University to exclude or limit their liability to you in specific circumstances.
4. **Suspension/termination of registration** - The University may terminate or suspend your registration at the University in the circumstances listed in clause 48.
5. **Local or National Emergency** - Our aim is to ensure that our students experience Leeds Beckett University, our courses, campuses, facilities and services to the fullest extent possible, while maintaining an environment where students and staff feel safe. In the event of a local or national emergency, such as a pandemic, the health and safety of students and staff is our priority and we will follow guidance from the UK Health Security Agency, the Department for Education and all other recognised government agencies (such as the Office for Students) in full and keep matters under close review at all times. Our flexible delivery model allows us to revert to a blended and/or remote delivery model if this becomes necessary. In the event that delivery is restricted as a consequence of a local or national emergency, we will keep you informed of planned changes as they arise, to ensure you are provided with accurate information.

Interpretation

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

"Applicant" means an individual who is holding an offer from the University for a taught course, programme of study or research award.

"Contract" means this document together with the Relevant Documents.

"Enrolment" means the annual process by which a) Taught Students choose a 'selection' of modules within that course and confirm their attendance in that academic year, and b) Research Students confirm their attendance in that academic year following confirmation of sufficient progress at a progression meeting.

"Registration" means the process by which an individual first enters a course or programme of study.

"Relevant Documents" means the documents listed (and which can be accessed via the hyperlinks) in Schedule 1 which form part of this Contract.

"Research Student" means an individual who is registered with the University to pursue a programme of research leading to an award.

"Student" or "you" means a Research Student, Taught Student or an Applicant.

"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 (including apprentices¹).

"University" means Leeds Beckett University.

The Contract

2. The terms contained within this document together with the Relevant Documents 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 this Contract. Any references to the 'General Regulations' in documents elsewhere should be taken to include this Contract.
3. Students (including apprentices) receiving tuition or educational services from the University and other institutions 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, precedence shall be determined by reference to the collaboration agreement between the University and the other institution and to the associated documents which govern the collaboration.
4. Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.
5. The terms of this Contract will take effect from your acceptance of any offer to study at the University. See clause 33 below for information on changes to the Contract and clauses 22 -32 for information on changes to courses.
6. If you wish to contact the University about this Contract, you should contact the Legal team by email (legal@leedsbeckett.ac.uk).

Your Right of Cancellation

7. You are entitled to cancel the Contract within the fourteen days following the date you accepted a place to study at the University.
8. In each year of your course you are also entitled to withdraw and cancel the Contract within the fourteen days from the date that teaching begins on your course.
9. If you wish to cancel your Contract in accordance with clause 7 or 8 you must inform the University of your intention to withdraw before the relevant 14-day period expires. A [cancellation form](#) is available for purpose, (although you are not obliged to use this form), which must be submitted to registrationandawards@leedsbeckett.ac.uk. Where you have cancelled the Contract in accordance with clauses 7- 9 you will be entitled to a full refund of tuition fees paid up to that point for the relevant academic year, although you should seek advice from Student Services or the Students' Union Advice Service as to the implications for any funding received via the Student Loans Company or other bodies.
10. If you wish to withdraw after the above periods, you must do so in writing to the University, by completing the withdrawal process outlined in the [Withdrawal Policy and Procedures](#), which also sets out the circumstances when any refund is due to you and the amount of any refund, which will be dependent on the nature of your course and the date of your withdrawal.

¹ Apprentices' also have a legal relationship with their employer. See your Contract of Service, Apprenticeship Agreement and Commitment Statement for further detail.

The University's Obligations

11. The contents of this Contract, which includes the Relevant Documents, sets out how the University will provide to you any teaching, examination, assessment and other educational services for which you are registered and enrolled. The University will take reasonable care and skill to provide these educational services in accordance with the terms of this Contract.

Your Obligations and Fees

12. As a Student, you must fulfil all of the academic, professional, statutory, regulatory or apprenticeship requirements of the course or programme of study on which you are enrolled. For Taught Students, this includes engaging in taught sessions (e.g. lectures, seminars, tutorials), submitting coursework and assignments on time, attending examinations and 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 and field trips. Research Students must meet a supervisory team, complete progression requirements and other milestones and examinations, in each case to an agreed timescale.

13. You agree to abide by the University's policies and procedures, in particular the Relevant Documents which may be accessed via the hyperlinks set out in Schedule 1, together with any other policy, procedure or specific course requirements (as set out in the relevant course specification on our website) which apply to you.

14. You agree to pay the fees and charges applicable to your course as identified in your offer letter when they are due. Please refer to clause 3 of the [Fee Schedule and Liability Policy](#) (which forms part of this Contract) for further details, including the circumstances when fees may increase or decrease.

15. You must comply with the University's Regulations and Policies on Student behaviour, in particular the [Student Code of Conduct](#). The University can impose penalties if you do not follow these requirements and in serious cases the University can suspend or expel you from the University. The Student Code of Conduct also applies to Applicants, but any failure by an Applicant to comply with the Student Code of Conduct prior to enrolment may result in withdrawal of an offer (rather than a disciplinary process).

Intellectual property

16. Where you are a Taught Student or a self-funded Research Student and generate intellectual property rights as part of your taught course or programme of study you will (subject to certain exceptions) have sole ownership of those rights. If you are a Research Student who receives funding from the University, or are employed by the University, 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, but will usually be entitled to a share of any net benefit from exploitation. Please see the [University's Intellectual Property Policy](#) for further details of the definition of intellectual property, the policy and exceptions.

General

17. The University will hold and process (including in some instances sharing with third parties) your personal data including any special category personal data in compliance with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation and in accordance with the terms set out in the [Student Privacy Notice](#). The University will notify you of any proposed changes to the Student Privacy Notice.

18. This Contract is only enforceable by the parties to it, i.e. the Student (or in the case of Students that are under 18 years old, their legal guardians) and the University.

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

20. Failure of you or us 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.

21. 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

22. The University makes every effort to advertise courses accurately, at a level of detail which enables you to make an informed choice. Changes may need to be made to the online prospectus time to time and you are therefore strongly advised to check the online prospectus immediately prior to accepting an offer.

23. Where the University makes a substantive change to a course before it commences, it will at the earliest opportunity inform Applicants who have accepted an offer by email of the changes and the reason for the changes. If the Applicant does not wish to accept the substantive change to the course, the University will do all it reasonably can to provide a suitable replacement programme. The Applicant may withdraw their application in which case this Contract will be cancelled and there will be no liability for tuition fees.

24. Minor changes may be made to educational services where they are unlikely to negatively impact students.

25. While the University will endeavour to keep any changes to courses to a minimum, it is sometimes necessary to make more substantive changes to courses due to legitimate staffing, financial, legal, public health and safety, regulatory or academic reasons. In most instances such changes will be in the student interest and will not be detrimental. In the rare cases when substantive changes need to be made which have the potential to be detrimental to you, clauses 26-32 will apply.

26. Examples of substantive changes include the events set out in the [Student Protection Plan](#), for example discontinuance of a course or material components of a course (which we would normally 'teach out'), one or more locations at which the University delivers courses are no longer available, or the University is no longer able to recruit or teach a particular type of course. The Student Protection Plan will only be triggered by the University if such events may have an impact on your continuation of study. If it is triggered, students likely to be affected will be contacted to consider the measures planned to mitigate the impact on the continuation and quality of study. Discontinuance of courses or modes of study is usually dealt with by teaching out the course or mode of study.

27. There may also be circumstances where substantive changes may be necessary and unavoidable due to circumstances outside of the University's control, but where the Student Protection Plan is not triggered as the event does not have an impact on your ability to continue your studies ("Changes of Necessity"). For example, changes may be necessary to meet the requirements of an accrediting, government or regulatory body, legislative change, or an unexpected change of funding from a government, funding council or other public body.

28. Where the University wishes to make a substantive change to a course after it has commenced, and the change is other than a Change of Necessity, it will at the earliest opportunity inform and consult with affected Students on the changes. Further details of the consultation process can be found in the [University's Academic Regulations](#) (see in particular Sections 12 and 13) and the [Student Consultation Framework](#). Where the University is required to make a substantive change to a course which is a Change of Necessity, the University will at the earliest opportunity inform affected Students of the changes. Where a substantive change is made, the University will do all it reasonably can to minimise disruption to Students and/or provide a suitable replacement programme (if applicable). Where the substantive change has a negative impact and the Student wishes to cancel the Contract, the process referenced in clauses 8 and 9 will apply and an appropriate refund of tuition fees will be made.

29. If restrictions are introduced in response to a local or national emergency, this could necessitate changes including, but not limited to:

- a. Teaching and support staff having to work remotely;
- b. Content of teaching changing, delivery being delayed, being delivered remotely or by another means, changes to the teaching and learning hours, or not being delivered at all;
- c. The number of optional modules being restricted;
- d. Methods of assessment changing, being postponed, or assessed remotely;

- e. Anticipated numbers of students on courses changing; and
- f. The application of revised regulations and policies.

We will provide general updates to our University community through our website and more specific updates will be provided by Schools.

30. In the event of a local or national emergency, wherever possible the University will put measures in place to ensure the continued delivery of your educational experience and will take reasonable and proportionate steps to minimise any impact on your study and ensure you experience no academic detriment as a result of any restrictions imposed on our campus operations. If you consider that you have been disadvantaged as a result of the actions taken by the University in response to a local or national emergency, you can raise your concerns using the [Student Complaints Procedure](#).
31. If you are unhappy with changes that the University makes to a course, before or after it commences, you will also have the opportunity to invoke the Student Complaints Procedure or if it is a complaint relating to admissions, the Admissions Complaints Procedure (see clause 56 below). Nothing in clauses 28 and 30 affect your rights as a consumer.
32. Where you re-enrol following an approved break in studies, the terms of your Contract are the terms (including any course information) prevailing at the time of re-enrolment. For example, this could occur when a student who has had to suspend or defer study for a year or two due to illness, maternity/paternity leave and students who have been referred and have to re-take a year. Such breaks in studies may mean students study revised modules or courses, or even awards.

Changes to the Contract

33. The University may, from time to time, need to make changes to this document and the Relevant Documents. 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 tuition 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. The terms of the Contract 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 [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 this Contract or discuss other options such as deferring or transferring to another course or institution (see also clauses 56 and 57 about your rights to complain). An archive of the Contract for previous years can be found [here](#).

Notification of relevant information

34. You shall disclose to the University full and accurate academic and personal information as required for applications for admission, registration and enrolment purposes.
35. 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.
36. 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, the University may terminate your application or your Contract pursuant to the [Admissions Policy](#).
37. The University believes that everyone with the potential and ambition to benefit from higher education should have the opportunity to do so, regardless of background, including those with criminal convictions. The University equally recognises its obligations in respect of all stakeholders, including external persons who may come into

contact with Students. The University therefore requires all Students to declare relevant unspent or spent criminal convictions (note that this only requires disclosure of more serious unspent convictions, not all convictions - see definition in the [Criminal Conviction Disclosure Policy](#)) after acceptance of an offer, which will be used to assess your eligibility for a professionally regulated course, to ensure that the appropriate guidance and support can be offered and to assess whether your enrolment at the University is compatible with the University's safeguarding responsibilities. Please refer to the [Criminal Conviction Disclosure Policy](#) for further information and the procedure followed when considering any disclosure.

38. Where indicated in the online prospectus or in course specifications, applicants will be required to undertake an Enhanced DBS check where their programmes of study involve regulated activity. This is usually an entry condition to be completed before starting the course, but may be undertaken part way through a course dependent on optional module choices. Please refer to your course or programme of study details for further information as to whether this applies to you.
39. Where criminal convictions are disclosed, the University shall decide if any criminal convictions you have disclosed are incompatible with study at the University or your participation in a particular part of a course. After consideration in accordance with the policy, you will be informed of the outcome, which may be to permit the offer to stand, to apply additional provisos which must be complied with and will be monitored, to allow the offer to stand but that you will not be permitted to register for the relevant profession upon completion of the course, consideration to finding a suitable alternative course or to terminate your place on the course. You will be informed of this decision prior to registration on your course, or where applicable the commencement of the relevant module. Providers of student accommodation (including the University) may also require you to disclose criminal convictions when applying for accommodation.
40. 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 charged with or convicted of any relevant criminal offence (see definition in the [Criminal Conviction Disclosure Policy](#)) or if there are any circumstances which may affect your suitability for your course of study.
41. Failure to comply with a disclosure requirement may result in the University rejecting your application, or taking disciplinary action, or taking action in relation to your fitness to practise.
42. 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.
43. 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). Post award changes to your name will not generally be permitted other than in exceptional circumstances (such as witness protection) to be considered on a case-by-case basis. Our [Supporting Trans Students guidance](#) sets out the University's policy for trans students wishing to change their name.

Absence or Student-Led Withdrawal from the University

44. Taught Students are expected to attend all timetabled teaching sessions on their course, attend all scheduled assessments and undertake independent learning in support of their studies, as guided and advised by their tutors. You may be required to provide evidence of the reasons for your absence, and, on returning to the University, of your fitness to do so.
45. 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 Exam Board, you must follow the relevant processes for mitigation for your course or programme of study as set out in the University's [Academic Regulations](#) and in the relevant [course handbook](#).

46. If you are an 'overseas' student for visa purposes, then in addition you must also comply with any requirements of the government 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.
47. 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 (for Taught Students) or the Graduate School (for Research Students). Your withdrawal will take effect from the date that your written notification is received by the University. 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](#) and seek advice available from Student Services or the Students' Union Advice Service. You should seek advice from your School as to the impact of any such suspension, as suspension of studies may necessitate the re-taking of an entire year, impact on your progression, and some courses or student visas may require completion within a specified number of years.

Termination or suspension of your registration by the University

48. The University may cancel your registration, either temporarily or permanently, in the following circumstances:
- For academic reasons, under the provisions of the [Academic Regulations](#);
 - For unsatisfactory levels of engagement, under the provisions of the [Academic Engagement Policy](#);
 - 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);
 - For conduct reasons or failure to comply with the terms of this Contract, including, but not restricted to, certain misconduct under the Student Code of Behaviour (see Annex A), unfair academic practice (e.g., plagiarism), the provision of inaccurate information (relating to academic records personal details criminal convictions, grounds of misconduct or fitness to practise);
 - Under the provisions of the Fitness to Study Policy or Fitness to Practise Policy, where there are serious or persistent concerns relating to a student's health, safety and wellbeing or that of others;
 - If you inform the Student Loans Company of your withdrawal, even if you have not informed the University;
 - For the non-payment of tuition fees under the terms of this Contract.
49. Where your registration is cancelled for any reason set out in clause 48, 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. For details as to what proportion of fees are accrued by what point in the course, please refer to the [Fee Schedule and Liability Policy](#). If you are in University accommodation, you should refer to your tenancy agreement as to the consequences of your registration being cancelled.
50. The University may suspend your registration where you are found to be 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 clauses 7-10 or the University cancels it in accordance with clause 48.

Our liability to each other

51. You are liable for any debts incurred in relation to the delivery of educational services to you under this Contract and your attendance on any course or programme of study delivered by the University. You are also liable for losses (including the failure to return University loaned equipment), and the repair of any damage or defacements, which are negligently or wilfully caused by you to the property of the University, or any property which is on the University's premises, or which is owned by or on the premises of the University's partners.
52. Neither you or us shall be liable to the other for any loss arising from matters outside of its control which could not have been prevented even if it had taken reasonable care, and provided that it has taken reasonable and proportionate steps to reduce the impact of those matters. This includes (but is not limited to), severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, any law, action or restrictions imposed by government or public authorities, or failure of public

utilities or transport systems. Notwithstanding this clause, the University will take all reasonable and proportionate steps to avoid the occurrence of such events and to lessen their effect and will not seek to rely on this term as a basis for providing something different to its contractual obligations, for non-performance, sub-standard performance or failure to deliver services with reasonable care and skill, or to exclude or limit our liability as a result of a pandemic or for misleading statements or omissions in the material information provided to applicants which were relevant to their decision on whether to accept an offer to study at the University.

53. Nothing in this Contract (including this clause) shall limit or in any way restrict any liability of the University:
- h. For death or personal injury caused by the University's negligence or the negligence of the University's officers, employees, agents or contractors;
 - i. For fraud or fraudulent misrepresentation;
 - j. For defective products under the Consumer Protection Act 1997;
 - k. For unlawful discrimination, victimisation or harassment arising under the Equality Act 2010;
 - l. Arising under the Protection from Harassment Act 1997.
54. Nothing in this Contract shall exclude the University's liability under section 57 of the Consumer Rights Act 2015.
55. 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.

If you have a concern

56. If you have a complaint about the University, then you should raise it as soon as practicable and use the [Student Complaints Procedure](#) (or if it is a complaint relating to admissions, the [Admissions Complaints Procedure](#)), which is designed to resolve complaints promptly and fairly. If, having followed that Procedure to completion, you are still unsatisfied, you usually have the right to refer your complaint to the Office of the Independent Adjudicator for Higher Education.
57. If you have other concerns, such as with your ability to continue on the course or programme of study for academic or personal reasons, you are strongly advised to contact Student Services, your School office, or the Graduate School, at the earliest possible opportunity.

Approved by Caroline Thomas, University Registrar and Secretary
12 July 2023

Schedule 1 – Relevant Documents

Academic

1. [Academic Regulations](#)
2. [Taught Course Handbooks](#)
3. [Academic Engagement Policy](#)
4. [Mitigation and Extenuating Circumstances](#)
5. [Student Withdrawal Policy and Procedure](#)
6. [Student Protection Plan](#)
7. [Student Transfer Plan](#)
8. [Fitness to Practise Policy and Procedure](#)
9. [Research Student Handbook](#)
10. [Research Ethics Policy](#)
11. [Research Ethics Procedures](#)
12. [Research Integrity: Policy and Procedures for Investigating Allegations of Misconduct in Research](#)
13. [Intellectual Property Policy](#)

Financial

14. [Fee Schedule and Liability Policy](#)
15. [Contract Cancellation Form](#)

Student Wellbeing

16. [Safety, Health and Wellbeing Policy](#)
17. [Equality and Diversity Policy](#)
18. [Dignity at Work and Study Policy](#)
19. [Criminal Conviction and Disclosure Policy](#)
20. [Policy on Safeguarding Vulnerable Groups](#)
21. [Fitness to Study Policy and Procedure](#)
22. [Smoking Policy](#)
23. [Student Pregnancy and Maternity Policy](#)

Student Behaviour and Conduct

24. [Code of Practice on Freedom of Speech and Expression](#)
25. [Student Code of Conduct](#)
26. [Social Media Policy for Students](#)
27. [Preventing and Addressing Bullying, Harassment and Sexual Misconduct Policy - Colleagues](#)

Complaints to the University

28. [Student Complaints Procedure](#)
29. [Applicant Complaints Procedure](#)
30. [Whistleblowing Policy and Procedure](#)

Student Information

31. [Student Privacy Notice](#)
32. [Data Protection Policy](#)