

GENERAL REGULATIONS 2015/16

LEEDS BECKETT UNIVERSITY STUDENTS

1. PURPOSE OF THIS DOCUMENT

- 1.1 The General Regulations together with the documents listed at Regulation 4.1, Regulation 4.2, and, where appropriate, Regulation 4.3 (the “**Relevant Documents**”) set out the basis on which Leeds Beckett University (the “**University**”) will provide to you the teaching, examination, assessment and other educational services as detailed in our prospectus and the relevant course/programme literature (the “**Educational Services**”).
- 1.2 These General Regulations and the Relevant Documents shall apply to:
- 1.2.1 all students registered at the University; and
 - 1.2.2 any prospective students who have accepted an offer of a place at the University,
- (collectively the “**Students**”).
- 1.3 Nothing in these General Regulations or any of the Relevant Documents shall be construed as annulling or amending the University’s Articles of Government.

2. THE UNIVERSITY’S CONTRACT WITH YOU

- 2.1 These General Regulations and the Relevant Documents set out the contract between you and the University in relation to the provision of Educational Services (the “**Contract**”).
- 2.2 The terms of the Contract form part of the offer to study at the University. By accepting an offer to study at the University, you accept the terms of the Contract.
- 2.3 You may be asked to confirm your acceptance of the terms of the Contract when you enrol in the University either (a) electronically through the Online Registration & Enrolment System; or (b) by signing a class list.
- 2.4 You will be able to withdraw and cancel the Contract within 14 days from the date when you accept your place. In order to cancel the Contract you must inform the University by email to secretary®istrar@leedsbeckett.ac.uk. If you wish you can use our simple Cancellation Form for this purpose which can be found on the University website at <http://www.leedsbeckett.ac.uk/~media/files/student-hub/course-tuition-fees-payment/provision-ofeducationalservicescontractcancellationform.docx>. You will be eligible for a refund of any fees paid to the University up to the date of cancellation.

3. WHERE YOU CAN FIND THE GENERAL REGULATIONS AND RELEVANT DOCUMENTS

- 3.1 You are strongly advised to familiarise yourself with these General Regulations and the Relevant Documents **prior** to registration as they will form part of your contract with the University and you will be bound by their terms when you enrol in the University.
- 3.2 You can review and print out a copy of these General Regulations and the Relevant Documents by visiting the University’s website:
<http://www.leedsbeckett.ac.uk/about/student-regulations.htm>.
- 3.3 You can also obtain a paper copy of these General Regulations and the Relevant Documents by contacting the Secretary & Registrar’s Office by email to secretary®istrar@leedsbeckett.ac.uk.

4. THE RELEVANT DOCUMENTS

4.1 The following University-wide policies and documents are “Relevant Documents” under your Contract with the University:

Academic/Financial

- 4.1.1 the Academic Regulations;
- 4.1.2 the Student Attendance Policy;
- 4.1.3 the Procedures and Regulations relating to Student Withdrawal;
- 4.1.4 the Fee Schedule;
- 4.1.5 the Research Ethics Policy and Procedures;
- 4.1.6 the Code of Good Practice for Research;
- 4.1.7 the Policy and Procedures for Investigating Allegations of Misconduct in Research;
- 4.1.8 the Intellectual Property Policy;
- 4.1.9 the Fitness to Practise Policy and Procedure (where these procedures apply to particular courses, as determined by the Academic Board of the University);
- 4.1.10 the Code of Practice on the Freedom of Speech and Expression;

Conduct, Behaviour and Wellbeing

- 4.1.11 the Student Code of Discipline;
- 4.1.12 the Equality and Diversity Policy;
- 4.1.13 the Dignity and Respect at Work and Study Policy;
- 4.1.14 the Anti-Bribery Policy.
- 4.1.15 the Protocol on Misconduct and Mental Illness;
- 4.1.16 Violence at Leeds Beckett University: a Policy Statement;
- 4.1.17 the Smoking Policy;
- 4.1.18 the Safety, Health, and Wellbeing Policy;
- 4.1.19 the Policy on the Safeguarding of Young People and Vulnerable Adults;
- 4.1.20 procedures for dealing with applicants with criminal convictions and for whom a DBS disclosure is required (where this procedure applies to particular courses);

Complaints

- 4.1.21 the Student Complaints Procedure;
- 4.1.22 the Whistleblowing (Public Interest Disclosure) Complaints Procedure;

Data and Information/Facilities

- 4.1.23 the Data Protection Policy and the associated Guidance on the Use of Students’ Personal Information (incorporating data protection notices);
- 4.1.24 the Information Security Policy;
- 4.1.25 the Regulations for the Use of Institutional IT, Library and Media Facilities;
- 4.1.26 the Policy and Procedures on the Appropriate Student Use of University Electronic Information and Communications Facilities and Services.

4.2 The following policies and documents will also be considered to be “Relevant Documents” under your Contract with the University:

- 4.2.1 any specific regulations of the Faculties/Schools in which you receive tuition;

- 4.2.2 regulations and other requirements of the courses or programmes of study for which you are registered; and
- 4.2.3 other such regulations, procedures and rules as are approved by, or on behalf of, the Board of Governors, the Academic Board and/or the Vice-Chancellor in order to assist in the proper delivery of education.
- 4.3 If you receive some part of your tuition at another institution under a collaborative agreement with the University (a “**delivering institution**”), you must also comply with:
 - 4.3.1 such regulations, procedures and rules of the delivering institution as form part of the collaborative agreement; and
 - 4.3.2 such regulations, procedures and rules of the delivering institution as apply to all students generally of the delivering institution.
- 4.4 Where Regulation 4.3 applies, the delivering institution shall provide you with copies of the regulations, procedures and rules which apply to your study with the relevant delivering institution and such regulations, procedures and rules shall be Relevant Documents for the purpose of your Contract with the University.
- 4.5 The University and you shall abide by and comply with the terms of the Relevant Documents. If there is a conflict between the content of the General Regulations and any of the Relevant Documents, the relevant term(s) of the General Regulations shall apply.

5. CHANGES TO THE GENERAL REGULATIONS OR A RELEVANT DOCUMENT

- 5.1 The University may review and introduce changes to these General Regulations and any Relevant Documents at any time.
- 5.2 Any changes to the General Regulations and Relevant Documents will normally come into effect at the beginning of the next academic year. However, the University reserves the right to introduce changes during the academic year when this is in the best interests of students or necessary to reflect changes in the law.
- 5.3 The University will notify you of any changes to these General Regulations and Relevant Documents by email and also via the University’s website: <http://www.leedsbeckett.ac.uk/about/student-regulations.htm>.

6. OBLIGATIONS OF THE UNIVERSITY

- 6.1 Subject to Regulation 7.1 and 21.3, the University undertakes to take all steps reasonably in its power to provide the Educational Services.
- 6.2 If the University fails or is unable to provide Educational Services and this is a result of its own default, the University’s liability (other than as described in Regulation 6.3) shall not exceed the total tuition fees for the course at the rate applicable at the time of the default.
- 6.3 Nothing in the Contract will limit or exclude the University’s liability for: (a) death or personal injury arising from our negligence or that of our employees, sub-contractors or agents; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot be excluded or restricted by law.

7. CHANGES TO/CANCELLATION OF COURSES/PROGRAMMES OF STUDY

- 7.1 The University makes every effort to advertise its courses accurately and at a level of detail which is useful to inform student choice. There is however, a long lead time from the point of advertisement until the point of enrolment and during this time sometimes it is necessary for the University to make changes to a course. In such circumstances the University will make such changes in accordance with the terms of this clause 7.

- 7.2 If, prior to the point of student enrolment, the University makes a change to a course, for example to refresh the content of the course, or respond to feedback from previous student cohorts, it will do so as early as possible and will inform any current applicants of the change.
- 7.3 If the University wishes to make a change to a course that will affect students who are already enrolled, the University will consult with the enrolled students before making the change.
- 7.4 Changes referred to above might include changes to entry criteria, course content, delivery location and staffing. In extremis it may be necessary to cancel a course, in which case the University will make every effort to offer an alternative course to applicants.
- 7.5 The University will only change or discontinue a course as described above if it considers it necessary to do so in the circumstances. Some examples where this may happen include, but are not limited to, the following circumstances:
- 7.5.1 because the number of people registered or who have applied for that course or programme of study at any time is insufficient for it to be viable;
 - 7.5.2 because funding for the course or programme of study is no longer available or is insufficient;
 - 7.5.3 to respond to changes in the regulatory framework governing specific courses or programmes of study or changes in the laws governing the provision of Educational Services;
 - 7.5.4 because of changes to the requirements of professional, statutory, and/or regulatory bodies;
 - 7.5.5 to respond to University staffing and estate management issues;
 - 7.5.6 to address the outcomes of quality assurance and enhancement processes;
 - 7.5.7 because of the closure of a Faculty, School, or facility;
 - 7.5.8 because the University is no longer providing Educational Services; and/or
 - 7.5.9 due to unforeseen circumstances which are outside the University's reasonable control.
- 7.6 Where you are unhappy with any changes that the University makes to a course or programme of study, you have the right to:
- 7.6.1 pursue a complaint about this through the Student Complaints Procedure; or
 - 7.6.2 withdraw from the programme of study or course by providing notice in accordance with Regulation 11.5 in which case you may request an appropriate refund of fees paid in accordance with Regulation 14.2.5.
- 7.7 If the University cancels a course or programme of study, you will also be eligible to request an appropriate refund in accordance with Regulation 14.2.5.

8. YOUR OBLIGATIONS

- 8.1 You shall:
- 8.1.1 fulfil all of the academic requirements of your course/programme of study, including participation in lectures and tutorials, submission of coursework and other assignments, and attendance at examinations, on time and in accordance with the requirements of the Academic Regulations; and
 - 8.1.2 prepare adequately for, attend and participate in, any activity related to your course/programme of study which you are required to undertake outside of the University, such as placements.

- 8.1.3 comply with the University's policies and procedures as set out at Regulation 4.1, particularly in relation to Attendance and Withdrawal which are outlined in more detail at Regulations 11 & 13 below.

9. NOTIFICATION OF ACADEMIC INFORMATION, PERSONAL DETAILS AND CRIMINAL CONVICTIONS

- 9.1 You shall disclose to the University full and accurate academic and personal information as required for the admission and registration process.
- 9.2 You shall promptly inform the University should there be any subsequent change in the academic or personal information provided during the admission or registration process.
- 9.3 If, during the admission process or subsequent to registration, 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 the Contract.
- 9.4 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.
- 9.5 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 starting to provide Educational Services.
- 9.6 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.
- 9.7 Failure to comply with the disclosures required at Regulation 9.4 and/or 9.6 shall be treated as an act of bad faith and may result in the University terminating your application or the Contract.

10. NOTIFICATION OF ADDRESSES; NOTIFICATION OF CHANGE OF NAME

- 10.1 You must notify the University (using the Online Registration & Enrolment System) of your current home address and local address at the time of commencing a course or programme of study. Once enrolled, any change of address must be updated on the "My Beckett" student portal without delay.
- 10.2 If you change your name, for whatever reason, and wish this change to be recorded in University records and documents including award certificates, you must notify the University as soon as possible and no later than four weeks before the final meeting of the relevant Board of Examiners.
- 10.3 You should notify the University of any such name change by submitting the relevant information together with the original of the relevant change of name document for inspection to:
- 10.3.1 the Secretary & Registrar's Office;
 - 10.3.2 the relevant Faculty office; and
 - 10.3.3 if you have outstanding debt to the University, the Incomes Office within Financial Services.

11. NOTIFICATION OF ABSENCE AND STUDENT-LED WITHDRAWAL

11.1 Absence of more than one day

If you are absent you must notify the University by contacting the relevant Faculty/School office.

11.2 Absence due to illness

11.2.1 You must provide a medical certificate when you are absent because of illness for more than 7 consecutive days (including weekends).

11.2.2 If you are absent through illness for any duration immediately prior to, or on the day of an examination and wish the Board of Examiners to take this into account, you must follow the Mitigating Circumstances Procedure.

11.3 Overseas Students' Absence

If you are an overseas Student i.e. a Student who is categorised as having permanent residency status outside the European Economic Area, then in addition to the above you shall also comply with the requirements established by the Home Office UK Visa and Immigration Service ("UKVI") and the University, as a registered sponsor organisation, for the purposes of attendance monitoring and reporting to the UKVI. In the event of any conflict or inconsistency with these General Regulations, the UKVI requirements, and the University's other policies deriving from the UKVI requirements, shall take precedence.

11.4 Notification of infectious disease

The University must receive notification in writing within 24 hours of diagnosis of any Student suffering from or in contact with infectious disease and attendance must not be resumed before the submission of a medical practitioner's certificate of clearance.

11.5 Student-led Withdrawal or Suspension of Studies

If you need to suspend your studies for a temporary period or decide to withdraw from your course or programme of study, you shall do so in writing to the University, in accordance with the procedure and regulations relating to withdrawal. For information about the potential financial implications of withdrawal see Regulation 14.2.5.

12. UNIVERSITY-LED WITHDRAWAL

12.1 The University may withdraw your enrolment and/or registration with the University, on either a temporary or permanent basis under any of the following circumstances:

12.1.1 on academic grounds, under the provisions of the Academic Regulations;

12.1.2 on grounds of attendance under the provision of the Attendance Policy;

12.1.3 through your failure to re-enrol at the start of any academic year, unless you have notified the University of your absence or requested a Suspension of Studies within 4 weeks of the start of the academic year, or at other points determined by your course of study, under the procedures relating to Withdrawal;

12.1.4 on disciplinary grounds, including unfair practice, under the provisions of the Student Code of Discipline;

12.1.5 in cases of non-disclosure and/or the provision of inaccurate information relating to academic information, personal details, and/or criminal convictions, under Regulation 9 of this document;

12.1.6 on grounds relating to our Policy, Regulations and Procedures relating to Professional Suitability or Misconduct; and

12.1.7 in cases of non-payment of accrued Composite Fees, under Regulation 16.1 and 16.2 of this document.

12.2 Where you are permanently withdrawn from the University under any of the above circumstances, the Contract will terminate. However, this will not affect any outstanding fees which may have accrued at the date of termination and which will remain payable to the University in accordance with the fee liability periods outlined at Regulation 14.2.5 and Schedule A of these Regulations.

13. COURSE FEES AND OTHER FEES AND STUDENT CHARGES

13.1 Composite Fees and other Student Charges

The fees the University may charge you for the delivery of Educational Services in respect of a particular course or programme of study (collectively the “Fees”) are split into two categories:

Type of fee	What it covers
“Composite Fees”	Tuition together with any examination, registration or other fees payable in respect of the particular course or programme of study for which the Student is registered.
“Student Charges”	Charges incurred through the use of facilities and equipment provided to enhance and facilitate the learning/study process and the delivery of the Educational Services, including (without limitation) field trips/residentials, professional examinations, external body registrations, library fines or replacement charges for non-returned library items, fines resulting from the application of the Student Code of Discipline or the Policy, Regulations, and Procedures Relating to Professional Suitability or Professional Misconduct, late payment charges, interest and/or costs associated with late payment and the University’s pursuit of settlement.

14. PAYMENT OF COMPOSITE FEES

14.1 Introduction

14.1.1 Where a Composite Fee is payable, Students either:

- (a) pay their own Composite Fees in full;
- (b) have the Composite Fees paid for in full by a third-party sponsor (for example their employer, another corporate sponsor, or, for students from outside the European Union, a foreign government agency or loan scheme);
- (c) apply to the relevant UK/Channel Islands/Isle of Man agency for tuition fee support and/or a student loan to cover the whole or part of the Composite Fees; or
- (d) pay the Composite Fees through a combination of personal funds and private sponsorship and/or public funds.

14.1.2 In the event of any conflict or inconsistency with other information or guidance provided for applicants/Students, the terms contained within this Regulation 14 shall prevail.

14.1.3 Where reference is made in these General Regulations to a stage of a course/programme of study this refers to the part of a course/programme of study which a student is scheduled to take in an academic year.

14.2 Summary of Payment Terms

14.2.1 **Your sponsor's contribution**

- (a) Where some or all of the Composite Fees are to be paid by a sponsor, this fee should, where possible, be paid prior to or at the start of each stage of your course/programme of study. Where this is not possible, you are required to provide, in place of the required payment, prior to or at the start of each stage of your course/programme of study, evidence that your sponsor will be directly responsible for payments. You may not be permitted to enrol until you have done so. Upon receipt of evidence of sponsorship, the University will invoice your sponsor for their proportion of the Composite Fee.
- (b) Payment will be required strictly within the terms as set out in the invoice (which typically is 28 days from the invoice date). You shall remain liable for any Composite Fees not paid by your sponsor.
- (c) The University reserves the right to treat you as a private Student (that is a Student who is responsible for paying her/his own Fees) if you do not provide the required evidence of sponsorship. In such circumstances, you shall be subject to the regulations governing payment of Composite Fees as outlined in Regulation 14.2.2 below. You have sole responsibility for acquiring the required evidence of sponsorship and providing it to the University.

14.2.2 **Your own contribution**

- (a) For the purposes of this Regulation, a Student will be considered to be making an "own contribution" where a parent/guardian/family and/or friend(s) is assisting with payment. The Student will, however be regarded as holding primary responsibility for payment of the Composite Fee and, where an invoice is necessary, will be billed directly.
- (b) Unless otherwise specified in the course literature for your course/programme of study or one of the exceptions detailed in Regulation 14.2.2(c) and Regulation 14.2.2(d) apply, Composite Fees are due prior to or at the official start date for each stage of your course/programme of study.
- (c) Students who are liable for fees at the overseas rate:

General Rule:	You should ensure that you have paid in full your own contribution for the academic year prior to or at the official start date for your course/programme of study.
Exception:	Where: (i) your course/programme of study lasts at least a full academic year; and (ii) your own contribution for a particular stage of that programme is £280.00 or above, if full payment in accordance with the General Rule above is not possible, in addition to satisfying the requirements of Regulation 14.2.1(a), you must: <ul style="list-style-type: none">(a) pay at least 50 per cent of your own contribution prior to the official start date for the course in order to be eligible to enrol onto your course/programme of study, and, in the case of overseas applicants, in order to be issued with the requisite Confirmation of Acceptance of Studies for UK entry clearance (visa) purposes; and(b) pay the full balance of your own contribution within approximately four months from the official start date of the course. The exact clearance date is stated in literature available from the University and online at http://www.leedsbeckett.ac.uk/studenthub/tuition-fees-

	<p>payment.htm prior to or at the start of each academic year. The deferred due date is strict and the University will endeavour to issue a reminder in the form of an invoice a maximum of 28 days prior to this date.</p>
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- (d) All other Students, including overseas Students returning to resume study on a course already commenced:

<p>Payment by instalment:</p>	<p>Where: (i) your course/programme of study lasts at least a full academic year; and (ii) your own contribution for a particular stage of that programme is £280.00 or above; you will have the option to pay a minimum of half of this contribution prior to or at the official start date of the stage of your course/programme of study.</p> <p>You must then pay the full balance of your own contribution within approximately four months from the official start date of the course. The exact clearance date is stated in literature available from the University and online at http://www.leedsbeckett.ac.uk/studenthub/tuition-fees-payment.htm prior to or at the start of each academic year. The deferred due date is strict and the University will endeavour to issue a reminder in the form of an invoice a maximum of 28 days prior to this date.</p>
<p>Payment by Direct Debit (only applicable if a Student is charged at the home (UK/EU) rate):</p>	<p>Where: (i) your course/programme of study lasts at least a full academic year; (ii) your own contribution for a particular stage of that programme is £280.00 or above; and (iii) you are charged at the home rate; you will have the option to pay your own contribution via the University's direct debit payment scheme.</p> <p>In order to pay by direct debit, you must have a UK bank account from which direct debits can be made.</p> <p>You are required to make a minimum percentage payment (your Qualifying Payment) towards your own contribution to your fees by a means other than direct debit prior to or at the start of the academic session, with the balance to be taken by direct debit in a subsequent series of equal-value instalments.</p> <p>Further details outlining the required minimum percentage payment and the number and schedule of subsequent direct debit payments can be found in literature available from the University and online at http://www.leedsbeckett.ac.uk/studenthub/tuition-fees-payment.htm prior to or at the start of each academic year.</p> <p>The timely completion of the appropriate direct debit instruction is essential. If you choose to pay by direct debit, you shall share the responsibility for ensuring that the correct amounts are being deducted from your account, on the appropriate dates, and should contact the Incomes Office within Financial Services immediately in the event of any discrepancy.</p> <p>A default in the payment of instalments will result in your participation in the direct debit payment scheme being terminated. If this occurs, then the full outstanding balance for that stage of the course/programme of study</p>

	will become payable immediately (see also Regulation 15). Further details are available on the University's website: www.leedsbeckett.ac.uk/studenthub/tuition-fees-payment.htm .
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14.2.3 Students applying to the UK Government's student finance scheme

- (a) If you are a home/EU student, you may apply for fee support and/or a student loan for fees to the UK Government's student finance scheme prior to each stage of your course/programme of study. Composite Fees will be paid directly to the University by the Student Loans Company. If you do not wish to take out a student loan for fees for the full amount, payment of the outstanding balance is governed by Regulation 14.2.1 (your sponsor's contribution) and/or Regulation 14.2.2 (your own contribution), as applicable.
- (b) It is your responsibility to check your eligibility for the UK Government's student finance scheme.

14.2.4 All sponsored and private students: invoicing and payment

- (a) Whilst the University endeavours to issue invoices in good time (i.e. where sponsors require an invoice or where invoices are issued for information to students on instalment schemes), the late despatch/receipt of an invoice shall not be taken to mean that there is an extension to the due dates for instalment payments except insofar as this becomes administratively necessary for the University.
- (b) You and/or your sponsor need not wait for an invoice in order to make payments of amounts known to be due.
- (c) Invoices for the balance of your own contribution are normally issued in your name to the permanent home address you have supplied to the University (see Regulation 10). Invoices are not issued, however, for up-front payments or Qualifying Payments for instalment schemes
- (d) The University accepts all payments made ahead of the applicable due date(s) of your selected payment method. The University shall not be liable to pay any interest to you or your sponsor in respect of any advance payment.
- (e) If you are a sponsored Student you must ensure that whoever will be responsible for paying your Fees is made fully aware of these payment terms. However, if you are sponsored through the UK Government's student finance scheme, you do not need to take any steps to do this.

14.2.5 All sponsored and private students: withdrawal from study

- (a) If you withdraw from a course in accordance with the procedure referred to at Regulation 11.5, your fee liabilities will be reassessed as detailed below, in each case subject to the provisions of Regulation 4.5.

Full-time home/EU undergraduate Student with deferred payment of Composite Fees under the UK Government's student finance scheme	<p>Our fees will be reassessed in accordance with national guidelines published by the Student Loans Company.</p> <p>The amount of the annual Composite Fees which you will be liable to pay depends on the point at which you withdraw from the course and which of the 3 liability periods this falls in. The dates of the liability periods and the proportion of the fees payable in each</p>
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	liability period are set out in Schedule A to these General Regulations.
All other Students	<p>The extent of your liability to pay the Composite Fee will be reassessed on the number of term-time weeks that have elapsed up to the point of withdrawal. Weeks will be counted from the start of the academic year up to the date of withdrawal. Calculations will be based on a percentage of 30 weeks except for long courses (taught masters and accelerated learning) where the base is 45 weeks. .</p> <p>If you are a Research Student, you will be charged for every month of study you had commenced at the point of withdrawal.</p> <p>To avoid disputes on withdrawal dates you are recommended to obtain written confirmation of your date of withdrawal from your Faculty when concluding the withdrawal procedure.</p> <p>You are entitled to a cooling off period of 14 days from the date of enrolment during which time, should you withdraw from your studies you will not be liable for the payment of any Composite Fees.</p>

15. PAYMENT OF STUDENT CHARGES

Payment in respect of student charges, as defined in Regulation 13.1 is due immediately at the point the charges are incurred or immediately upon notification. In circumstances where our University raises an invoice for such charges, payment is strictly within 28 days of the invoice date.

16. ACTIONS OPEN TO THE UNIVERSITY FOR NON-PAYMENT OF COMPOSITE FEES AND STUDENT CHARGES

16.1 Registration & Enrolment

16.1.1 If you are a prospective Student on a full-time, sandwich or part-time course/programme of study you shall be deemed to have registered once you have accepted the terms and conditions of registration through the Online Registration & Enrolment System.

16.1.2 If you receive Educational Services without having registered or having been recognised by the University as eligible to continue you:

- (a) will be liable to pay for those Educational Services and the proportion of the fees payable by you in such circumstances shall be calculated in accordance with Schedule A to these General Regulations;
- (b) will have no rights to Educational Services; and
- (c) may be subject to immediate exclusion and the disregarding of any work submitted as part of your studies until you have registered or been recognised by the University as being eligible to continue.

16.2 **Withdrawal of Educational Services**

16.2.1 If you do not pay the Composite Fees in full in accordance with Regulation 14 within the associated invoice period, the University reserves the right to withdraw your enrolment and/or registration with the University as outlined in Regulation 12.1.7. For these purposes withdrawal shall entail the withdrawal of all Educational Services (including, for the avoidance of doubt, the provision of academic references).

In cases where any such debts remain unresolved you will not:

- (a) receive your academic award certificate;
- (b) be permitted to attend a graduation ceremony; or
- (c) be provided with academic references;

until such time as you have fully discharged the debts.

16.2.2 Withdrawal will only normally be used where you have a significant outstanding Composite Fee debt and have not engaged in a dialogue with the University to make adequate arrangements for payment.

16.2.3 If you are withdrawn on a temporary basis due to non-payment of Composite Fees, any such period of withdrawal, will not entitle you to a rebate or discount to fees.

A student's payment history may be taken into account by the University should the student apply at a later date for re-admission/re-enrolment.

16.3 **Debt recovery action by the University**

16.3.1 The University will take such action, including recourse to legal proceedings, as it deems necessary to recover all outstanding debt. Any such action will also include the recovery of reasonable costs incurred by the University in relation to the recovery process. The University also reserves the right to charge interest at a minimum of two per cent above the Lloyds Bank annual base rate where your payments are made after the applicable invoice / instalment due date.

16.3.2 Where the University commences legal proceedings for the recovery of debt, the address used for the purpose will usually be the most current permanent home address as supplied by you to the University under Regulation 10.

17. OWNERSHIP OF STUDENTS' WORK

17.1 **Intellectual property**

For the purpose of this Regulation "intellectual property" shall mean any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information whatsoever.

17.2 **Ownership and Assignment of Rights**

Arrangements for ownership of intellectual property and assignment of related rights are set out in the University's Intellectual Property Policy.

18 TRAVELLING AND TRANSPORT FOR CURRICULUM ACTIVITIES

18.1 **University arrangements**

If any activity forming part of the curriculum for your course/programme of studies involves travelling for which public transport is not available or not appropriate, the University will take all steps which appear to the University to be necessary to provide sufficient transport.

18.2 Use of student's own motor vehicle

If you use your own motor vehicle for any activity forming part of the curriculum for your course/programme of study, you do so at your own risk.

18.3 Use of transport not provided by the University

If you use any form of transport not provided by the University for any activity forming part of the curriculum for your course/programme of study, you do so at your own risk.

19 YOUR LIABILITIES

19.1 You are liable for any loss, damage or defacement which you wilfully or negligently cause to the fabric, apparatus, equipment or property of the University, or of a delivering institution, or the apparatus, equipment or property of any third party which is on the University's or delivering institution's premises.

19.2 You are liable to the University for all debts you incur in relation to the delivery of the Educational Services or your attendance on a course or programme of study and the University reserves the right to take such action as is deemed appropriate to recover these sums. In this respect, you are referred to the University's powers detailed in Regulation 16.3.

19.3 You are responsible for safeguarding your personal property while on University premises or on the premises of a delivering institution under a collaborative agreement. The University shall have no liability in respect of loss or damage to such personal property unless such loss or damage occurs due to the University's own negligence or failure to act with reasonable care and skill, whether through its employees, sub-contractors or agents.

20 IF THINGS GO WRONG

20.1 If you have a complaint about the University, it is recommended that you use the Student Complaints Procedure, which is intended to help to resolve any complaints by Students as promptly, fairly and amicably as possible.

20.2 If, having followed the Student Complaints Procedure to completion, you remain dissatisfied; you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

21 GENERAL

21.1 If you wish to contact the University about the Contract, you shall write to secretary®istrar@leedsbeckett.ac.uk. If the University wishes to contact you about the Contract, the University shall write either to your University email address or to the postal address you supplied under Regulation 10.

21.2 The University will hold and process your personal data, including sensitive personal (as such terms are defined in the Data Protection Act 1998), whilst you are a Student and after you have left the University. You agree to these data being processed for the purposes specified in the Guidance on the Use of Personal Information. The University shall only process your data for these purposes and in accordance with the University's Data Protection Policy and the Data Protection Act 1998.

21.3 Neither the University nor you shall be liable for failure to perform any obligations under the Contract if such failure arises from circumstances beyond that party's reasonable control, including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), serious outbreak of communicable disease (including epidemic or pandemic), fire, flood, tempest and national emergencies. If either the University seeks, or you seek, to rely on this Regulation, then that party shall ensure that the consequences of any failure to act in accordance with the Contract are kept to a minimum.

- 21.4** The Contract is only enforceable by you or the University. No other person shall have any rights in connection with the Contract.
- 21.5** If any part of the Contract becomes illegal or invalid, the parts of the Contract which are not illegal or invalid shall remain in force.
- 21.6** Failure of either the University or you to enforce any part of the Contract shall not be construed as a waiver of a right to enforce that part of the Contract and shall not affect the right later to enforce any part of the Contract.
- 21.7** Disputes whether under these General Regulations, the Relevant Documents or any other regulations or codes of conduct of the University or any contract between Leeds Beckett University and any Student shall be governed by the laws of, and subject to the jurisdiction of, the courts of England and Wales.
- 21.8** Debt recovery through the Sheriff's Courts in Scotland, where a debtor to the University formally resides in Scotland, is an exception to the general position established at Regulation 21.7.

Approved by the Board of Governors on 17 July 2015 to take effect from 1 August 2015.

SCHEDULE A: DATES OF LIABILITY PERIODS

The liability periods set out in the following table are used for the purposes of calculating fee liabilities for full-time home and EU students starting in semester 1 in accordance with Regulation 14.2.5. (i.e. Full-time home/EU undergraduate Student with deferred payment of Composite Fees under the UK Government's student finance scheme).

Academic Year	Liability Period	Start Date	End Date
2015/16	1	28 Sep 2015	18 Dec 2015
2015/16	2	11 Jan 2016	18 Mar 2016
2015/16	3	4 Apr 2016	31 July 2016

The following table sets out the relevant proportion of the annual Composite Fee which is payable by a full-time home or EU Student where he/she withdraws from a course/programme of study in accordance with Regulation 14.2.5.

Date of Withdrawal	Percentage of annual Composite Fee payable
Within 2 weeks of start of Liability Period 1	0%
After the second week of the Liability Period 1 but before the start of Liability Period 2	25%
After the start of the Liability Period 2 but before the start of the Liability Period 3	50%
After the start of Liability Period 3	100%

