

Leeds Beckett University

Student Contract 2019/20

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. You are required to pay your fees and charges applicable to your course when they are due. In some cases, course fees may be subject to change or increase in later years of the course. Where the fee may or will rise in future years, this will be communicated at the earliest opportunity and will only commence from the beginning of an academic year. The University will only increase annual course fees in line with inflation, as calculated in line with an independent and verifiable index such as the Retail Price Increase (RPI) and will be no more than a relevant government cap or limitation on such tuition fee increases. In the event that you are adversely affected by any increase in course fees, you have the option to terminate your contract with the University. For further information see clauses 11-14 and the Fee Schedule and Liability Policy listed in Schedule 1.
2. 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. If following a substantive change, you no longer wish to continue, you will have the right to cancel this Contract. For further information see clauses 22—29.
3. Clauses 49, and 51-53 of this Contract allow the University to limit their liability in specific circumstances.

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 based award.

"Cancellation Period" means the cancellation periods referred to in clauses 8 and 9.

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

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

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

"Student" or "you" means a Research Student, 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.

"University" means Leeds Beckett University.

The Contract

2. The terms contained within this document together with the Relevant Documents referred to in Schedule 1 will govern the relationship between the University and you. By accepting an offer to study at the University and by completing the process of registration and enrolment, you agree to abide by the terms of the Contract. Any references to the 'General Regulations' in documents elsewhere should be taken to refer to this Contract.
3. For the purpose of this Contract, "registration" is the process by which an individual first enters a course or programme of study, and "enrolment" is an annual process by which a) Taught Students choose a 'selection' of modules within that course and confirm their attendance in that academic year, and b) Research Students receive confirmation of sufficient progress at a progression meeting.
4. Students receiving tuition or educational services from the University and also 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 between the University and the other institution and to the associated documents which govern the collaboration.

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 your acceptance of any offer to study at the University. Changes to the Contract for subsequent academic years will be drawn to your attention through the annual enrolment processes.
7. If you wish to contact the University about this Contract, you should contact Legal by email to legal@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 to study at the University. You are also entitled to cancel the Contract within fourteen days from the date of your first enrolment on the course. To do so you must, within the relevant 14-day period, inform the University of your intention to cancel the Contract. Taught Students should contact their School office. Research Students should contact the Graduate School. A cancellation form is available for this purpose, which you will find [here](#). Completed forms should be submitted to the School office or Graduate School before the relevant 14-day period expires. Where you have cancelled the Contract in accordance with this clause you will be entitled to a full refund of fees paid to that point although you should seek advice from Student Services or the Student Union Advice Service as to the implications for any funding via the Student Loans Company or other bodies.
9. If you wish to withdraw and cancel this Contract after this period, you must do so in writing to the University, by completing the withdrawal process outlined at [Withdrawal Policy and Procedures](#).

The University's Obligations

10. The contents of this Contract, which includes the Relevant Documents, which may be accessed via the hyperlinks 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 reasonable care and skill to provide these educational services in accordance with the terms of this Contract.

Your Obligations and Fees

11. As a Student, you must fulfil all of the academic requirements of the course or programme of study on which you are enrolled. For Taught Students, this includes participating in lectures and 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 assessments and examinations and other milestones, in each case to an agreed timescale.
12. You agree to abide by the University's policies and procedures, in particular 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 which apply to you.
13. You agree to pay the fees and charges applicable to your course when they are due. Please refer to the clause 3.2 of the Fee Schedule and Liability Policy for further details, including the circumstances when fees may increase or decrease, which can be accessed [here](#) and forms part of this Contract.
14. You must be aware of the University's Regulations and Policies on Student behaviour and conduct, in particular the Student Code of Discipline, a link to which can be found in Schedule 1. 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.

Intellectual property

15. Intellectual property (“IP”) means 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.
16. Where you are a Taught Student or a self-funded Research Student and generate IP 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, the University will have ownership of any IP rights generated as part of your research based award. Please see the University’s Intellectual Property Policy which you will find [here](#) for further details of the policy and exceptions.

General

17. The University will hold and process your personal data including any special category personal data in compliance with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation and in accordance with the terms set out in the Student Privacy Notice. A copy of the Student Privacy Notice may be found in the Relevant Documents below. The University will notify you of any proposed changes to the Student Privacy Notice.
18. 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 any rights under this Contract.
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 either party to enforce any part of the Contract shall not be treated as a waiver of its right to later enforce that part or any other part of the Contract.
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 is useful to inform your choice. Prospectus will be accurate at the time of publication and any changes to the printed prospectus will be made to the online version and you are therefore strongly advised to check the online prospectus immediately prior to accepting an offer. While the University will endeavour to keep any changes to course to a minimum, it is sometimes necessary to make more substantive changes to courses due to legitimate staffing, financial, regulatory or academic reasons.
23. Minor changes may be made to educational services where they are unlikely to negatively impact students.
24. In the rare cases when substantive changes are to be made which have the potential to be detrimental to you, the following provisions will be followed. Examples of such substantive changes include the events set out in the Student Protection Plan which can be accessed [here](#), for example changes to material course content, discontinuance of a course, discontinuance or substantial change to a compulsory module or the adding of a new compulsory module, change to the campus from which a course is delivered, a change to the material information relating to teaching hours or assessment or a merging or major restructuring of courses.
25. Examples of where a substantive change may be necessary are where changes are unavoidable due to circumstances outside of the University’s control, for example 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 which makes the continuation of the course unviable (“Changes of Necessity”). Other reasons for a substantial change include key members of staff leaving the University and the University is not able to recruit

appropriate replacements and where the minimum number of students needed to ensure a good education or student experience have not been met.

26. Where the University makes a substantive change to a course before it commences, it will at the earliest opportunity inform Applicants 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 fees.
27. Where the University wishes to make a substantive change to a course after it has commenced, and the change is an event listed in the Student Protection Plan or is a change 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](#) and the [Student Consultation Framework](#). Where the University wishes to make a substantive change to 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 provide a suitable replacement programme and/or otherwise minimise disruption to Students. 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.
28. 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. Further details are provided in clause 54 below. Nothing in clauses 16 and 17 affect your rights as a consumer.
29. 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.

Changes to the Contract

30. The University may, from time to time, need to make changes to this Contract, including any of the Relevant Documents listed at Schedule 1. This may be by way of the issue of regulations that apply to the school or course or award in which you receive tuition or supervision, and procedures and rules that may from time-to-time be approved by the Board of Governors, the Academic Board and/or the Vice Chancellor, in order to assist in the proper delivery of education. 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, when it is necessary to comply with the law. In such cases, the University will place a copy of the revised Contract or documents on the University website (<http://www.leedsbeckett.ac.uk/public-information/student-regulations/>) and will communicate the changes to you by email or through the Student Portal. Where the changes have a material impact on the Student, you will have the right to terminate this Contract.

Notification of relevant information

31. You shall disclose to the University full and accurate academic and personal information as required for applications for admission, registration and enrolment purposes.
32. 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.
33. 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.
34. The University recognises the importance of facilitating access to higher education to as broad a spectrum of people as possible regardless of background, but equally recognises its safeguarding duty in respect of all stakeholders, including external persons who may come into contact with students in the course of their studies. The University will require you to declare certain unspent or spent criminal convictions after acceptance of an

offer. Please refer to the Criminal Conviction Disclosure Policy for further information, a link to which is included in Schedule 1.

35. The University may also require that you undergo a Disclosure and Barring Service (DBS) check in relation to your participation in a course, or a part of it. Any such request will be made only in circumstances where the University considers there is a specific and proportionate need to do so. This may arise at the application stage or only after enrolment, but prior to a particular module, placement or activity. Please refer to your course or programme of study details for further information as to whether this applies to you.
36. 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 and inform you of its decision in a timely manner.
37. If you are under a duty to disclose any criminal convictions because of your chosen programme of study, you shall inform the University within fourteen days, if after completing your application for admission or when you are a student of the University, you are convicted of any relevant criminal offence or if there are any circumstances which may affect your suitability for your course of study.
38. Failure to comply with a disclosure requirement shall be treated as an act of bad faith and may result in the University rejecting your application or taking disciplinary action in relation to your fitness to practise.
39. 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.
40. 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

41. Taught Students are expected to inform the University if you are going to be absent for more than one day, by contacting the relevant School office, details of which can be found in your [course handbook](#). You may be required to provide evidence of the reasons for your absence, and, in returning to the University, of your fitness to do so.
42. 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](#).
43. 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.
44. If you wish to suspend your studies for a finite period, for any reason, or wish to withdraw permanently then you must do so in writing, and submit it to your School office or the Graduate School. Your withdrawal will be counted as taking place on the day of receipt of your written notification of this. For further information as to how this might affect your financial liability to the University you should refer to the Fee Schedule and Liability Policy as shown in Schedule 1 or seek advice available from Student Services or the Student Union Advice Service.

Termination or suspension of your registration by the University

45. The University may cancel your registration, either temporarily or permanently, under the following circumstances:
 - a. For academic reasons, under the provisions of the Academic Regulations (please refer to Schedule 1 for detail);
 - b. For unsatisfactory levels of attendance, under the provisions of the Attendance Policy (please refer to Schedule 1 for detail);

- c. Through a failure to re-enrol at the start of an academic year (unless you have notified us of your intention to take a period of temporary absence);
 - d. For disciplinary reasons or failure to comply with the terms of this Contract, including, but not restricted to, unfair academic practice, the provision of inaccurate information relating to academic records, personal details, criminal convictions, grounds of misconduct or fitness to practise;
 - e. 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;
 - f. If you inform the Student Loans Company of your withdrawal, even if you have not informed the University;
 - g. For the non-payment of fees under the terms of this Contract.
46. Where your registration is cancelled for any reason set out in clause 45, 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.
47. 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 clause 8 or clause 9 above or the University cancels it in accordance with clause 45.

Our liability to each other

48. 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, 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.
49. Neither party shall be liable to the other for any loss arising from matters outside of the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes (but is not limited to), strikes or other industrial action (within the University or at third parties) staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems. Notwithstanding this clause, the University will take all reasonable steps to avoid the occurrence of such events and to mitigate their effect.
50. Nothing in this Contract (including this clause) shall limit or in any way restrict any liability of the University:
- a. For death or personal injury caused by the University's negligence or the negligence of the University's officers, employees, agents or contractors;
 - b. For fraud or fraudulent misrepresentation;
 - c. For defective products under the Consumer Protection Act 1997;
 - d. For unlawful discrimination, victimisation or harassment arising under the Equality Act 2010;
 - e. Arising under the Protection from Harassment Act 1997.
51. Nothing in this Contract shall exclude the University's liability under s.57 of the Consumer Rights Act 2015. However, the University's liability to you is restricted as explained at clause 52 below.
52. Subject to clause 51 above, if the University (and that of its officers, employees or agents) is in breach of any of its obligations under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or in any other way, the University's liability shall not exceed the total tuition fees paid by the Student at the time of that breach.
53. 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

54. If you have a complaint about the University, then you should use the Student Complaints Procedure which is referred to in Schedule 1 and which is designed to resolve complaints as promptly and fairly as possible. If, having followed that Procedure to completion, you are still unsatisfied, you have the right to refer your complaint to the Office of the Independent Adjudicator for Higher Education.

55. 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 Secretary
22 July 2019

Schedule 1 – Relevant Documents

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

Academic

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

Financial

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

Student Wellbeing

18. [Safety, Health and Wellbeing Policy](#)
19. [Equality and Diversity Policy](#)
20. [Dignity at Work and Study Policy](#)
21. [Policy on the admission of students under the age of 18](#)
22. [Criminal Conviction and Disclosure Policy](#)
23. [Policy on Safeguarding Vulnerable Groups](#)
24. [Fitness to Study Policy](#)
25. [Smoking Policy](#)

Student Behaviour and Conduct

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

Complaints to the University

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

Student Information

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

38. [Intellectual Property Policy](#)