Student Contract 2016/17 Entry

Contract

1. This document together with the terms of any student offer is the contract between The University of Leeds and its students (<u>"students"/"</u>you").

Important rules and admission

- 2. Your admission to the University is subject to the requirement that you adhere to the University's procedures for registration and enrolment. You must comply with the terms and conditions set out in this document including the provisions of the University's Ordinances and Regulations, guidelines, rules, policies, codes of practice, protocols and procedures. Unless agreed to the contrary you will be expected to comply with the latest versions that are in force at the time.
- 3. For your academic life at the University your rights and obligations can be found at http://students.leeds.ac.uk/. Here you will in particular find University rules on such issues as attendance, student discipline, assessment, academic misconduct (such as, cheating, collusion and plagiarism), how to appeal against an academic decision and how to feedback/complain if you are dissatisfied with your experience. To the extent there are any changes to these rights and obligations the University will look to ensure that you suffer no detriment from those changes. You will generally be given the opportunity to either stay with the existing rights and obligations or opt for the new ones.
- 4. With regard to University services your rights and obligations can be found on their websites. In particular please note the user arrangements for the following services:
 - Library http://library.leeds.ac.uk/
 - IT (including the University's Virtual Learning Environment)
 http://it.leeds.ac.uk/info/116/policies (see also clause 21)
 - Sports facilities http://sport.leeds.ac.uk/

- 5. You must obtain your student ID card from the Student Services Centre to complete the registration process. Failure to do this may result in you being withdrawn permanently from your University studies.
- 6. This Contract is supplemented by the Taught Students Guidance
 http://students.leeds.ac.uk/taughtstudentguidance and Research Student Guidance
 http://students.leeds.ac.uk/researchstudentguidance. The University has also
 developed with the Students Union "The Partnership". This "Partnership" sets out
 generally what you should expect from staff and other students, and what will be
 expected from you as a member of our learning community
 http://students.leeds.ac.uk/#The-Partnership. You must also adhere to any particular
 conditions and requirements set out in the University's offer letter to you, your
 programme and module specifications and any School/Institute/Faculty guidelines,
 rules, codes or policies.
- 7. The offer of a place at the University is usually only valid for the year specified in the University's offer letter to you. Any fees and charges you are informed of will normally be for the academic year for which you are to register.
- 8. The University may withdraw or amend its offer to you or terminate your registration at the University if it is discovered that you have made false statements or omitted significant information in your application to the University.
- 9. Students holding a Tier 4 (general) student visa must adhere to the conditions of their Tier 4 visa and the other responsibilities outlined here http://students.leeds.ac.uk/info/21506/your_visa/851/tier_4 responsibilities. Failure to adhere to these regulations may result in the University withdrawing sponsorship under Tier 4, your visa being cancelled and termination of study.

Delivery and changes

8.10. The University will provide you with tuition, learning opportunities and other related services, which will lead to the award of the appropriate degree or qualification subject to you successfully fulfilling the requirements of your programme of study. Specific details relating to the delivery of your programme will be provided before or at the time of your registration as a student of the University. Latest information on courses can

be found at www.leeds.ac.uk/coursefinder. You will be notified of any proposed material changes to arrangements.

- 9.11. Information provided by the University such as in presentations, University brochures and the University website, is accurate at the time of first disclosure. However, courses, University services and content of publications remain subject to change. Changes may be necessary to comply with the requirements of accrediting bodies or to keep courses contemporary through updating practices or areas of study. Circumstances may arise outside the reasonable control of the University, leading to required changes. Such circumstances include, industrial action, unexpected student numbers, significant staff illness (where a course is reliant upon a person's expertise), unexpected lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and serious concern with regard to the transmission of serious illness making a course unsafe to deliver. After a student has taken up a place with the University, the University will look to give early notification of any changes and try to minimise their impact, offering suitable alternative arrangements or forms of compensation where it believes there is a fair case to do so. Offers of a place to study at the University will provide up to date information on courses. The latest key information on courses can be found at www.leeds.ac.uk/coursefinder. Please check this website before making any decisions.
- 12. The University operates a policy concerning amendments to a programme on which you may be registered. Please see http://ses.leeds.ac.uk/info/22170/quality_assurance-related_policies/668/programme_title_changes_taught_students. This policy is presently-under-review. Please watch the website for further information.

Payment of fees and other charges

11.14. The responsibility for the timely payment of tuition and accommodation fees and all other charges incurred at the University lies with you. Information on the tuition fees, and accommodation fees and other relevant charges, and including how thesey may increase and how they should be paid, is specified at

http://students.leeds.ac.uk/info/10210/paying_fees_and_charges,
http://www.leeds.ac.uk/undergraduatefees, http://www.leeds.ac.uk/mastersfees,
http://www.leeds.ac.uk/researchdegreesfees.

12.15.

- 16. You must make payment promptly on demand for fees and charges due to the University or other parties helping deliver part of your programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made and additional charges may be levied if payment is not made on time. Payment in full is required in one instalment unless a University instalment plan agreement has been agreed with the University. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the University. If any fee or charge remains outstanding after the due date, the University reserves the right to terminate services and terminate its contract with you. The University may take such action (including legal action) as it deems necessary to recover such fee or charge. Where related to non—payment of academic fees the University may exclude you from the University, withhold any award ander prevent your re-registration.
- 17. Non-UK EU students must note that, following the UK's vote in June 2016 to leave the EU, it is possible that part way through your studies there may be a legal change regarding the categories of people who may be charged higher fees by the University. Although it is very unlikely, any such change could lead to your tuition fees increasing to the University's full international student fee rate. Please monitor the fee web pages referred to under clause 14 above for the latest information.

General student conduct

43.18. You must be aware of and abide by the University's disciplinary regulations and codes of conduct, this includes awareness of the right of the University to suspend or exclude you on disciplinary grounds. You are expected to comply with the University's Policy on Dignity and Mutual Respect http://www.equality.leeds.ac.uk/DMR/Dignity-and-respect.pdf. If you are undertaking a programme which, at any point, requires compliance with a Disclosure and Barring Service (DBS) check, you must be aware that if the requisite checks and/or, the University's ongoing duties of Referral to the DBS result in you being barred from carrying out a role required to be undertaken by

the programme, the University may have to exclude you from completing that programme. The University also reserves the right to suspend or exclude you from your studies on academic grounds in accordance with the provisions of the General Academic Regulations and Procedural Regulations (details of which are accessible at http://www.leeds.ac.uk/secretariat/documents/general_academic_regulations.pdf and http://www.leeds.ac.uk/secretariat/student_cases.html).

14.19. Students during the prescribed periods of study must attend regularly, punctually and in an orderly manner. Unauthorised absence may lead to formal warnings and can even result in you being excluded from the University. For Taught Students please see the University's 'Unsatisfactory Students Procedure' http://www.leeds.ac.uk/secretariat/documents/unsat_procedure.pdf and for Research Students see the Research Student Handbook. In addition, for international students, the University has a legal responsibility to report serious cases of non-attendance to the UK government – since this may affect the validity of a student's visa. It is therefore important that you notify your school in advance of absence. If at any time you have problems which may prevent you from attending sessions or continuing as a student, please talk to your personal tutor/supervisor or a member of student support staff who will do their best to help you. The University requires you to fully co-operate with attendance monitoring. In particular, for ease of use, you agree to participate in any electronic recording of your attendance through the UniLeeds app on your mobile phone or other portable device. Please see http://ses.leeds.ac.uk/info/22108/registration_enrolment_and_attendance/789/attendan ce for further guidance.

Intellectual property rights

45.20. According to the University's policy on intellectual property rights, the University will normally be regarded as owning all intellectual property generated by you during your studies. Details of this policy are accessible at http://www.leeds.ac.uk/secretariat/documents/ipr_policy.pdf. This policy is presently under review. If you wish to discuss the possibility of a waiver of University rights or other dispensation please contact your Head of School.

Accommodation

16.21. If you have secured a place in University accommodation, this is subject to your continued registration as a student at the University. There are specific terms and conditions that apply to the provision of such accommodation to you, details of which are available from the University's Accommodation Services at http://www.leeds.ac.uk/accommodation/.

IT facilities

47.22. You will have access to the use of the University's IT facilities while you are a registered student at the University. You must be aware of and observe the rules and regulation governing such use as set out in the University's Information Security Policy and supporting policies, including the Use of Computer Systems Policy. Further information on the policies is available at http://it.leeds.ac.uk/info/113/policies_and_information_security.

No Liability for Property

48.23. The University does not accept responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against theft and other risks.

Withdrawal or cancellation

- 49.24. After you have received your offer and up until 14 days after you have registered at the University you have a limited period "cooling off period" in which you may change your mind, withdraw from your place/registration and cancel your contract with the University. You must give written notice of your cancellation to the University within the 14 day "cooling off" period. Please see www.leeds.ac.uk/cancellation for further information on your cancellation rights and statutory cancellation procedure if you wish to use it. We are very happy for you to send your notification of cancellation by email to registration@leeds.ac.uk.
- 20.25. If you cancel as required above, the University will refund any tuition fees paid. If you are an international student and have been required to pay a tuition fee deposit, the deposit will be refunded as detailed below. After the "cooling off" period has expired, if you wish to withdraw your registration and cancel this contract, you may do so but you must contact your School in the first instance. Any ongoing commitment to continue

payment or right to refund is explained at http://www.leeds.ac.uk/studentservicescentre/financial admin/leavers.htm.

21.26. If you are an international student and have been required to pay a tuition fee deposit, you have two cooling-off periods where you can request in writing a return of your deposit. The first period is up to 14 days after the University confirms to you by email that it has received your deposit. The second period is up to 14 days after you complete registration. You may also be able to request a return of your deposit if your Tier 4 student visa application has been refused. If your deposit is refunded, your application will then be cancelled. For further information visit www.leeds.ac.uk/pgfeesquidance.

Data protection, lecture capture and publicity photography

- 22.27. The University will hold and process your personal data including some sensitive personal data. You agree to this personal data being processed in accordance with the University's Code of Practice on Personal data (see http://www.leeds.ac.uk/secretariat/data protection code of practice.html). Your particular attention is drawn to Appendix 1 of the Code. In the Code the University states its purposes for using your data. In particular the University will process your data necessary for completion of your studies, use of University services and Alumni activities. Other purposes are also included. The Code also identifies when your data may be disclosed to third parties such as the Higher Education Statistics Agency (HESA), the Home Office and other Government agencies. With regard to how HESA will process your data please see www.hesa.ac.uk/fpn. The University will send you information (usually by email) that is relevant to your studies and your wider student experience. This information may include details concerning bursaries, careers, social activities and study opportunities. If you have any queries relating to the University's use of your personal data, please address your queries as directed under the University's Code.
- 23.28. The University will regularly record educational activities in which you may be involved. This recording is to take place in accordance with the University's Policy on Audio or Video Recording for Educational Purposes (http://www.leeds.ac.uk/secretariat/documents/0Audio Visual Policy 2014.pdf). Please note that under this Policy all rights in a recording will be retained by the

University and generally you are not entitled to record University educational activities yourself. It is assumed that you generally consent to being recorded, but there is a right to opt out and request an edit of recordings. Please read the Policy to understand your rights and obligations.

24.29. The University may take photographs or videos of you for later publicity purposes.

Where practical to do so the University will endeavour to alert you when it wishes to do this, giving you an opportunity to request that you not be included.

Health & safety

25.30. You must abide by the University's Health & Safety Policy, a copy of which is accessible at http://www.leeds.ac.uk/safety/policy.htm. You have a legal duty to take reasonable care to avoid injury to yourself or to others and not interfere with or misuse any clothing or equipment provided to protect your health & safety. If you suffer from a medical condition which may be caused by, or made worse by study activities, you should notify your Head of School. You should check the Health and Safety Services website at www.leeds.ac.uk/safety for information on relevant topics and report any accident, injury, near miss, unsafe working conditions or suspected faults in the buildings or equipment, immediately to your academic tutor.

Notices and communication

- 26.31. Any notice or other information that is required to be given by either the University or you relating to the contract between the University and yourself must be in writing and may be given by hand or sent by post, fax or email. The University and its Schools, Institutes and Services may also draw your attention to important information through announcements on the University's website, Student Portal and through messages displayed on the computer desktop displayed when you log-on to the University network. You will be responsible for informing the University of any change in your contact details. Communications will be sent to your last known contact points and will be deemed to have been properly given.
- 27.32. The common method of communication between you and the University will be by email using your University email account. You must very regularly check your University email account for information. If you don't check your University email

account you may miss out on important matters. The University will not be liable if you fail to be aware of information because you have not read emails sent from the University.

General

- 28.33. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 29.34. If any provision of the contract, formed by your acceptance of the University's offer of admission, is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.
- 30.35. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 31.36. As a student of the University you are expected to comply with the University's Anti-Bribery Policy

http://www.leeds.ac.uk/secretariat/documents/anti_bribery_policy.pdfhttp://www.leeds.ac.uk/secretariat/policies_procedures_codesofpractice.html. You may not in particular attempt to bribe University staff.

Regulation of University activities

32.37. The University is regulated by the Higher Education Funding Council of England. It is also required to comply with quality standards established by the Quality Assurance Agency see http://www.qaa.ac.uk/assuring-standards-and-quality/the-quality-code.

Questions or complaints

33.38. Questions about these Terms and Conditions should be addressed to the University's Secretary, Room 13.08, Marjorie & Arnold Ziff Building, The University of Leeds, Leeds, LS2 9JT. Telephone 0113 3434011.

- 34.39. Should you be dissatisfied with an aspect of the handling of your application or issues affecting the quality of your student experience, you may address such concerns to the University Complaints Officer who can be contacted at The Secretariat, University of Leeds, Leeds LS2 9JT. The University is subject to the Office of the Independent Adjudicator Complaints Scheme.
- 35.40. The address of the University of Leeds is Leeds LS2 9JT, UK. Telephone number for the University of Leeds is +44 (0)113 2431751, fax number +44 (0)113 2443923,