

Student Contract Conditions 2016/7

Introduction

For students to get the best out of their time at the University of Chester, we must both recognise that we owe obligations to each other. Our obligations require us to deliver and support your individual programme of study and we want your experience with us to be positive and enriching. At the same time, we have to balance the interests and entitlements of many other students and our obligations as a charity to manage finite resources efficiently. Your obligations include pursuing your studies diligently, treating fellow students and staff with respect and abiding by the University's rules and regulations. The purpose of this document is to set out clearly and in detail what your and our obligations are. When you accept the offer of a place at the University of Chester, a legal contract will come into existence between you and the University. The terms and conditions of the contract are as set out below and your acceptance of a place is expressly subject to them.

1. Status and Legal Effect of these Conditions

1.1 These conditions are the standard enrolment conditions for undergraduate, postgraduate and all other students of the University of Chester ('the University'). Together with the other documents to which they refer, these conditions form the contract between the University and you, the student, with regard to your programme of study or programme of research at the University ('the Programme').

1.2 No contract will exist until you formally notify the University you accept an offer of a place in writing and in the way appropriate to your application, either direct to the University or through UCAS or any other agency.

1.3 It is a condition of entry on to the Programme that you must complete the on-line enrolment process when requested to do so by the University.

1.4 Breach of any of these conditions may give rise to action being taken against you under the Disciplinary Procedures of the University (which in these conditions includes action under the Professional Suitability Procedures where they apply to you), and/or termination of this Agreement.

2. Programme Delivery and Changes

2.1 The University agrees, subject to these conditions, to deliver the Programme with reasonable care and skill and to make available to you learning support facilities and other services as it considers appropriate.

2.2 The University may make changes to the Programme as it was originally described. These changes typically result from moving Programmes to new or improved buildings or sites; timetabling alterations; changes to optional modules or other syllabus changes which may result from staff turnover, student numbers required to provide an adequate

student experience, improvements in technology or developments in the subject; changes to placements or changes to the Regulations to address requirements of external bodies or to make improvements. If such changes are required and may reasonably be expected to have a significant adverse effect on you, or the University discontinues or merges the Programme or combines it with other programmes of study, the University will give you as much notice as it can, take your views into account; and take reasonable steps to minimise those effects.

2.3 The University will not be liable for any failure or delay in performing its obligations if the failure or delay is due to any cause beyond the University's reasonable control, which includes (without limitation), any governmental action, any act or omission of third parties which wholly or partly provide or fund the Programme, political unrest, fire, flood, war, strike or other labour dispute, staff illness, public health concern, extreme weather conditions, natural disaster or act of God.

2.4 The University shall be entitled to end this Agreement immediately by notice in writing to you in the following circumstances:-

2.4.1 if after the acceptance of an offer by you there is a change in your circumstances or if the University becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions or activity, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of the University makes it inappropriate for you to study on the Programme; or

2.4.2 if, in the reasonable opinion of the University, you have not provided the University with all relevant information or you have supplied information which is not complete, authentic and accurate in all material respects.

3. Your Obligations

You agree to comply with your obligations under these conditions and the following:-

3.1 that you have obtained all the information you need to make an informed choice of Programme and the university site at which it will be delivered that you will have undertaken any preliminary reading or other academic preparation requested of you by the start of the Programme;

3.2 to study diligently, and to attend fully and promptly and participate appropriately at lectures, courses, classes, seminars, tutorials, work placements and other activities which form part of the Programme as required (subject to absence authorised in accordance with procedures applicable to the Programme, in respect of which you agree to undertake all additional study and other activities which may be necessary to catch up on missed work);

3.3 to fulfil all the academic requirements, including submission of course work and other assignments, and attendance at examinations, of the Programme on time and in accordance with conditions imposed by the University; Assessed work must adhere to the appropriate standards of academic integrity.

3.4 to prepare adequately for any activity which you are required to undertake outside the University, at all times conducting yourself with due respect for staff, other students and the public and in an appropriate manner;

3.5 to pay all fees and other moneys due, by the dates specified by the University, unless previously agreed otherwise by the appropriate University authorities;

3.6 to provide the University with a contact name and details which you are willing to permit the University to use at its discretion and without further reference to you in a situation which the University reasonably regards as an emergency;

3.7 to comply with any legal or professional standards and requirements which are applicable to you or the Programme; including the self declaration of any cautions and/or convictions and any other reasons or circumstances that might prevent you from, or have a bearing upon your ability to work with the vulnerable and to inform the University immediately should any of the aforementioned change; any requirement to provide a satisfactory Disclosure and Barring Service (DBS) Enhanced Disclosure Certificate obtained through the University, subscribe for membership of the DBS Update Service or monitoring scheme (or any regulatory replacement or modification thereof) and any requirement to be provisionally registered with the appropriate Professional, Regulatory or Statutory body from time to time as applicable;

3.8 to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by the University (Visa Status) including, but not restricted to, attendance at all university expected contacts, restrictions on the number of hours you may work, the requirement to register with the police as necessary, to provide on an annual basis, or at any other time required by the University, copies of your passport, visa and other associated documents including up-to-date contact details and to inform both the University and Home Office should there be any changes in your circumstances that may have an impact upon your Visa Status and make arrangements to leave the United Kingdom as necessary;

3.9 to give explicit consent for the University to check, verify or communicate with any government department, agency or similar body, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the University;

3.10 at all times whilst you are a student of the University to act in accordance with any reasonable instructions or requirements issued to you from time to time by or on behalf of the University, to co-operate with members of staff and to behave appropriately, responsibly and with respect for, and not to harass any person, or discriminate on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, religion or belief, race, sex or sexual orientation, and to refrain from causing damage to property;

3.11 not to make gifts to staff (if you particularly want to express appreciation to staff, consider writing them a card or a letter of thanks instead);

3.12 to notify the University if any of the information which you have submitted to the University changes;

3.13 to abide by any special conditions relating to the Programme set out in the University's prospectus for the Programme ('the Prospectus'), any handbook or similar document issued by the University in respect of the Programme, or as otherwise notified to you by the University; including the requirement to confirm on an annual basis that you have not received any cautions and/or convictions and that there are no other reasons or circumstances that might prevent you from, or have a bearing upon your ability to work with the vulnerable.

4. Fees and Payment

4.1 It is your responsibility to ensure that the University's tuition fees in respect of the Programme (as stated in fees documents supplied to you and as reviewed and revised each Academic Year) ('the Fees'), and all other expenses relating to the Programme, are paid in each Academic Year of the Programme. Unless the University agrees otherwise in writing, the Fees should be paid at the beginning of the Academic Year, whether directly by you, or on your behalf by a third party (such as your employer or sponsor). 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. An 'Academic Year' shall mean the yearly period of the Programme, the dates of which shall be notified to you by the University. Information about fees and finance and how these should be paid is at <http://www.chester.ac.uk/campus-life/finance>

4.2 The Fees do not include:-

4.2.1 fees payable in respect of any residential accommodation which may be provided to you by the University or by any third party and which will be subject to a separate contract; or

4.2.2 examination fees, additional fees for reassessment/referral, travelling expenses, library fees, field trip costs or other course costs; which will (if relevant) be the subject of a separate agreement between you and the University.

4.3 If you are studying on a Programme which lasts for one Academic Year or less you must ensure that the Fees are paid by the first day of the Programme.

4.4 If you are studying on a Programme which lasts for more than one Academic Year you must ensure that in each Academic Year the Fees are paid on enrolment on the Programme in each Academic Year.

4.5 Conditions 4.3 and 4.4 above shall not apply if the University has agreed in writing that any alternative arrangement for the payment of the Fees will apply to you. Such alternative arrangements include payment of your own contribution by instalments, in which case you will pay any surcharge imposed by the University if you pay any instalment after the due date.

4.6 If you leave the University before the Programme has finished then you may be entitled to a refund of all or part of your assessed contribution to the Fees paid by you in accordance with guidelines published from time to time by the Finance Department of the University. Such refund only applies to the Fees paid in respect of the Academic Year in which you leave and refunds will be made within 28 days of the date when the University considers you have left the University in accordance with Condition 4.7. This Condition

4.6 relates to those students enrolled for a full academic year and not for students enrolled for individual modules only. The University will not refund any Fees which have not previously been paid in accordance with Condition 4.1.

4.7 For the purposes of Condition 4.6 only you will be considered to have left the University (whether or not you intend to commence a new course or programme at the University in the following Academic Year) if all the following steps have been taken:

4.7.1 The University has received written notification that you wish to discontinue the Programme or the University has notified you in writing requiring you to leave the Programme;

4.7.2 You have ceased to attend lectures or other teaching activity;

4.7.3 You have returned all items and materials owned by the University and have paid any outstanding sums owed to the University; and

4.7.4 You have moved out of University accommodation (if applicable).

5. Failure to Pay the Fees

5.1 If the Fees due to the University remain unpaid 28 days after the date they are due the University shall be entitled:

5.1.1 to take legal action to recover the debt;

5.1.2 to exclude you from the University and end this Agreement, in which case the provisions of Condition 10 will take effect; and/or

5.1.3 to withhold from you any award or qualification which would otherwise have been made to you, suspend further performance of its obligations under this Agreement and/or to refuse to allow you to proceed to any further stage of the Programme, until all outstanding amounts have been paid, or arrangements for payment have been established which the University considers satisfactory.

5.2 The fees and expenses payable by you for residential accommodation provided to you by the University or any third party will be the subject of separate agreements between you and the University, or the third party, as the case may be.

6. University Rules, Regulations and Requirements

6.1 You must comply with the following policies, codes, rules, regulations and requirements of the University:-

6.1.1 The Principles and Regulations, Student Disciplinary Procedure and Professional Suitability Procedure (if applicable), documentation and policies relating to financial obligations, Equality and Freedom of Expression, as these are amended from time to time by the University, all of which are available on the University's web pages;

6.1.2 The University's regulations on acceptable use of computers, information technology and data protection;

6.1.3 All policies, codes, rules, regulations and requirements of any other relevant organisation or institution, if required as part of the Programme, as such policies, codes, rules, regulations and requirements are amended from time to time.

6.2 Your studies with the University may be terminated as a result of disciplinary or professional suitability action taken against you in accordance with the Disciplinary or Professional Suitability procedures of the University, revocation of your sponsorship as an international student or if you break any of these conditions and the breach is serious. In those cases, this Agreement shall end automatically and your registration as a student may be cancelled without the need for any notice, unless the University agrees otherwise in writing.

6.3 If you are expelled or dismissed from any institution or organisation other than the University which you are required to attend or be a member of as part of the Programme, the University shall be entitled to end this Agreement immediately by written notice to you.

7. Intellectual Property Rights (IPR)

7.1 You will be entitled to the IPR in theses, dissertations, exercises and answers to tests, assignment tasks and examinations produced solely and exclusively by you as part of your course-work or research except where:

7.1.1 a person other than the University owns or is entitled to the IPR;

7.1.2 you are working in collaboration with others in a manner that gives rise to joint creation of IPR, or interdependent IPR, when you may be required to assign IPR to the University or place the results in the public domain without restriction;

7.1.3 you are also a member of staff of the University, in which case the University will be entitled to the IPR in the absence of specific agreement to the contrary; or

7.1.4 the IPR resides in databases, computer software, firmware, courseware and related material if they may reasonably be considered to possess commercial potential.

7.2 The University shall have a non-exclusive, royalty-free, perpetual licence to use material which falls within Condition 7.1 for teaching, research and other academic purposes.

7.3 The University is the proprietor of the registered trade mark of its name, logo (armorial bearings) and has goodwill and reputation to protect. You accordingly agree not to publish, post or commercially exploit in any form or medium any matter in which you are entitled to the IPR under Condition 7.1 in any form which mentions the name or logo of the University or any member of staff without our prior consent to the form and context.

8. University's Liability for Damage

8.1 The University does not accept responsibility, and expressly excludes liability, for the following, in respect of which you are advised to arrange appropriate insurance cover:-

8.1.1 any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the University, unless caused by the negligence of the University or its employees;

8.1.2 any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the University to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the University equipment or software.

8.2 Nothing in these conditions operates to exclude the University's liability for death or personal injury caused by the University's negligence, or for fraudulent misrepresentation.

9. Requirements on Termination of this Agreement

If at any time the University terminates this Agreement as a result of its rights under these conditions or generally or if this Agreement terminates automatically:-

9.1 The University shall be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already enrolled;

9.2 The University shall be entitled to require you to stop studying on the Programme, and to leave the University immediately, if at the date of termination you have already enrolled;

9.3 Any action taken by the University under Conditions 10.1 or 10.2 will not restrict the ability of the University to take any other action against you to which it may be entitled;

9.4 The University will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the University to terminate this Agreement or disciplinary action by the University (provided the action by the University is taken properly in accordance with these conditions or the University's procedures); and

9.5 You are required to return the Student Identification Card which was issued to you on enrolment.

10. Car Parking

10.1 Owing to pressure on car-parking space on the University campuses and undertakings to local councils to seek to reduce such pressure, the University may from time to time and at any time refuse or revoke permission to park or drive vehicles on or within a specified distance of any premises and/or impose conditions (including payment of charges) on the grant of permission to park a vehicle on University premises.

10.2 You agree to comply with any action required by the University in respect of the above and if you fail to do so, the University may take such enforcement action as is appropriate, including but not limited to disciplinary or court action, imposition of fines and removal or immobilisation of any vehicle parked without appropriate permission and/or in breach of the University's requirements.

11. Right to Cancel

11.1 You have the right to cancel this contract within fourteen days without giving any reason. This cancellation period will expire after fourteen days from the conclusion of the contract. To exercise this right to cancel you must inform the University in a clear statement (i.e. by letter, email or by telephone) of your decision to cancel this contract. You may use the model cancellation form (which can be found **Here**), but that is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your

communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.2 If you cancel this contract, the University will reimburse to you all payments received from you not later than 14 days after the day on which the University is informed of your decision to cancel. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

12. General

12.1 If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

12.2 Any notice or other communication made under this Agreement shall be in writing and addressed to you at the last address notified by you to the University, and shall be deemed to have been properly served if delivered by hand when left at that address or if made by prepaid first class post, 48 hours after being posted to that address.

12.3 If you breach this Agreement and the University chooses not to exercise any right which it may have against you, that shall not prevent the University from taking action against you in the future in respect of that breach or any further breaches by you.

12.4 This contract does not confer any rights or benefits on third parties (including a student's parents) under the Contracts (Rights of Third Parties) Act 1999.

12.5 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. The University may take proceedings in any other court of competent jurisdiction, and the taking of proceedings in any one or more jurisdictions by the University shall not preclude it taking proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

12.6 The address of the University of Chester is Parkgate Road, Chester, Cheshire CH1 4BJ, telephone number +44 (0)1244 511000.

Data Protection

1. The University may use and process personal data or information regarding you whilst you are a student of the University and after you have left the University.

2. By accepting a place on the Programme and enrolling you are consenting to the University processing data you give, including sensitive personal data, for the purposes and in the manner set out in this Condition. Sensitive personal data includes information held by the University as to your physical or mental health, sexual life, racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you (including the outcome or sentence in such proceedings).

3. The purposes for which the University may process your personal data (including sensitive personal data) include:

3.1 administration of your enrolment on and participation on the Programme, including the administration of examinations, the issue of results and certificates in connection with the Programme and (where applicable) the provision to your employer or other sponsor of information about your attendance and performance on a Programme;

3.2 provision of services, facilities and learning support to you and the protection of your health, safety and welfare whilst at the University (which may involve the University disclosing your personal data to the Students' Union, University student health service providers, staff and other third parties);

3.3 implementation of the Regulations;

3.4 the issue and operation of the University's 'Smart Card' in accordance with Condition 5 below;

3.5 to facilitate purchases, discounts and special offers through the John Smith's campus bookshop to which personal data may be provided;

3.6 collection of fees;

3.7 equal opportunities monitoring;

3.8 alumni activities;

3.9 provision of references about you; and

3.10 for safety purposes (for example use of CCTV and video monitoring in areas of the University whereby such use is made apparent).

4. In some circumstances, it may be necessary for the University to transfer your personal data to a country outside the European Economic Area (for example, if you undertake a Programme in such a country, or that is your country of origin). Such a transfer will only be made for the purposes specified in Condition 3 above. However, you should be aware that countries outside the European Economic Area may not offer data protection law

equivalent to that applicable in the United Kingdom, and by signing the Enrolment Form you consent to the transfer of data in these circumstances and for those purposes.

5. The University will issue you with a 'Smart Card' which will serve as a means of identification and your means of access to University services and facilities, including libraries, computing facilities and car parks. The University may process personal data collected as a result of your use of such card for the purposes set out in Condition 12.3. The University may also disclose personal data about Smart Card holders to third parties to facilitate the provision of further services and facilities and for research purposes. If you do not wish your personal data to be disclosed to third parties, you should notify the Director of Registry Services in writing.

6. In line with the practice of many universities, the University may make results of examinations available by means of notices displayed in and around the University's premises. If you would prefer that your examination results were not made available in this way, you should notify the Director of Registry Services in writing.

7. In some circumstances, the University uses data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in the University's annual report, prospectus or course materials. Personal data alongside photographs will only be used with explicit consent. Please note that you are not entitled to record university educational activities yourself.

8. For students who are from outside the European Union and have leave to remain in the United Kingdom under any form of visa the University may use personal data to verify your immigration status with

HESA Student Collection Notice

The University is required to send some of the information we hold about you to the Higher Education Statistics Agency (HESA). This forms your HESA record.

Further details can be found on the following HESA web pages:

Student Collection Notice link: <https://www.hesa.ac.uk/collection-notices>

Previous versions of HESA collection notices can be seen at: <https://www.hesa.ac.uk/content/view/2459>