

# Student Contract

## 1. INTRODUCTION

- 1.1.1 The contract ("Contract") between you and the University of Gloucestershire (the "University") is formed from:
  - 1.1.2 The terms set out in this document
  - 1.1.3 The policies and regulations referred to (as amended from time to time) in this document
  - 1.1.4 The offer communicated to you ("Offer") following your application to a course
  - 1.1.5 The online prospectus as at the date of your Offer
- 1.2 You agree to the Contract at the point at which you accept your Offer of a place to study.
- 1.3 Some University courses are delivered on behalf of the University by a collaborative partner institution (known as a "Partner" in this document). You will be notified where this is the case at the point of application and receiving your Offer. In accepting an Offer to study a programme delivered by a Partner, you agree and acknowledge that the University may subcontract its obligations under this Contract to the Partner who will deliver your course. The University shall remain liable to you for the actions or omissions of the Partner as if they were its own.
- 1.4 This Contract applies to all applicants to the University accepting offers from 1 August 2018 and all students enrolling on a course from that date.
- 1.5 By accepting an Offer and subsequently enrolling, you agree to comply with this Contract, including the following policies, regulations and procedures (as applicable to you). The University may terminate its Contract with you for a number of reasons detailed in Section 12 below and as a result of provisions made in the following policies and regulations:
  - 1.5.1 [Data Protection Policy](#) and [Student Privacy Notice](#)
  - 1.5.2 The University's [Admissions Policy](#) and [Admissions Procedures for Applicants](#)
  - 1.5.3 The University's academic regulations for [Taught](#) and [Research](#) provision (as appropriate).
  - 1.5.4 [The Enrolment and Registration Policy](#)
  - 1.5.5 [Tuition Fee Policy](#) (for students studying at the University or with a UK Partner) or the equivalent policy with an overseas Partner. You may disregard 1.5.4 if you apply to a course where you have no direct or indirect tuition fee liability.
  - 1.5.6 [IT Acceptable Use Policy](#), [User Account Policy](#), [Internet Policy](#), [Email Policy](#), and the [Network and Wireless Policy](#) or a Partner institution's equivalent where you use those resources at the Partner institution.

- 1.5.7 The student [Code of Conduct](#) or a Partner institution's equivalent policy.
  - 1.5.8 [Fitness to Practise Procedures](#)
  - 1.5.9 [Supported Study Procedures](#) or a Partner institution's equivalent policy.
  - 1.5.10 [Academic Appeals Procedure](#)
  - 1.5.11 [Student Complaints Procedure](#) or a Partner institution's equivalent policy.
  - 1.5.12 [Disciplinary Procedure for Student Matters](#) or a Partner institution's equivalent policy.
  - 1.5.13 [Policy on the Audio Recording of Lectures and Other Teaching Sessions for Personal Use by Students](#).
- 1.6 Some courses may require you to agree to the terms professional bodies or third parties used by the University in the conduct of its business. By agreeing to this Contract you agree to abide by relevant professional bodies' terms and conditions.
- 1.7 In the event of any conflict between a provision in this document and the documents forming part of the Contract (including any professional bodies' terms and conditions where applicable), the terms in this Contract shall take precedence.
- 2. APPLICATION**
- 2.1 It is your responsibility to ensure that all of the information you provide at application is true and accurate. If your application contains material inaccuracies or fraudulent information, or significant information is omitted, your application may be withdrawn, your Offer amended, or your enrolment terminated, without liability to you.
- 2.2 Your Offer may be withdrawn if you do not meet your Offer conditions by the stipulated date.
- 2.3 By accepting an Offer and enrolling, you confirm that you have no unspent criminal convictions (excluding motoring offences) that have not previously been declared. If this is not the case you must provide details via [dbs@glos.ac.uk](mailto:dbs@glos.ac.uk) prior to enrolment so that consideration can be given to whether such convictions are compatible with a place on your course.
- 3. IMMIGRATION**
- 3.1 The University / Partner will withdraw your application/Offer if you are studying under a Tier-4 Visa and you fail to demonstrate that you have a valid immigration status prior to undertaking your course of study by the date stipulated.
- 3.2 On occasion, the University (or Partner) will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting your Offer you consent to the University (or Partner) contacting the Home Office on your behalf and the Home Office releasing such information as required.

#### **4. CONDITIONS OF ENROLMENT**

- 4.1 Your attendance on a course and access to facilities is subject to you complying with the terms of the Contract, enrolling with the University and satisfying the University of your Identity in accordance with the Enrolment and Registration Policy.
- 4.2 Your continued enrolment depends on you meeting the academic requirements of your course in accordance with the terms of the Contract, including attendance at lectures, seminars and any other such learning opportunities provided by the University or the Partner, the timely completion of assessment and, where required, attendance at formal examinations.
- 4.3 By enrolling on your course, you agree to declare any criminal offences convictions confirmed whilst you are enrolled, noting that convictions may prevent you from continuing with your studies. Details of convictions should be notified to the University via [dbs@glos.ac.uk](mailto:dbs@glos.ac.uk).

#### **5. FEES AND PAYMENT**

- 5.1 By accepting an Offer and enrolling, you confirm that you accept your responsibility to pay fees due by the date stipulated in accordance with the appropriate Tuition Fee Policy. If your tuition fees are not been paid you will not be permitted to continue on your course and your Contract will be terminated.
- 5.2 The University reserves the right to maintain checks on any outstanding debts of students enrolled previously with the University. This may result in the enrolment offer being revoked or cancelled retrospectively if repayment plans for any outstanding debt cannot be agreed.
- 5.3 The University/Partner will notify you where the provision of a facility or service (e.g. accommodation) is subject to an additional charge that is separate from your tuition fees. In addition to your tuition fees, you may incur additional expenditure such as (but not limited to) fieldwork, specialist materials, supplementary instrumental tuition, visit fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees, application fees, annual continuation fees, PhD re-submission fees. Further details are available on course information webpages or from the Partner.

#### **6. COMMUNICATING AND KEEPING IN CONTACT**

- 6.1 The primary source of communication between the University / Partner and its students is through email sent to your University / Partner email account. Hardcopy correspondence is posted to your 'home' or main residence or via the Partner.
- 6.2 It is your responsibility to ensure that all personal and contact details are accurate and that the University or Partner e-mail accounts are regularly monitored.
- 6.3 A decision on a student will not be over-turned because of a claim of missed communications where it can be shown that all reasonable efforts to contact the student was made.

#### **7. INTELLECTUAL PROPERTY**

- 7.1 Unless you are a postgraduate research student, any Intellectual Property (IP) created by you during your course of studies belongs to you unless agreed otherwise in writing between you and the University or Partner. You shall own and retain the rights to any IP you generate and provide to us during your course including, without limitation, the content of examination scripts and

assessments. All students, however, grant the University permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

- 7.2 The University or Partner may retain ownership and / or appropriate rights in all its IP generated by its Research Students in pursuance of their Student Project subject to any terms of a funding contract or agreement, as agreed on a case-by-case basis.

## 8. DATA PROTECTION

- 8.1 The University holds information about all applicants to the University and all students at the University. The personal data (including special category personal data) held by the University will include information that you provide as part of the application and enrolment process. Further information about the personal data the University holds and processes is outlined in the [Student Privacy Notice](#).
- 8.2 The University has implemented Learning Analytics, a system to review the information it holds on students to give them a greater awareness of how they are studying. The Learning Analytics system makes statistical analyses of how each student is using the various IT systems provided for their studies. It provides a guide to the student on how they compare to their peer group and identifies students that would benefit from personalised interventions. All of the information is for the student's benefit and is not used in the assessment of a student's academic work. Further information can be found in the [Learning Analytics Policy](#) and [Student Guide to Learning Analytics](#).
- 8.3 The University will only process your personal data in accordance with the specific purposes outlined in the Student Privacy Notice, and in accordance with the University's [Data Protection Policy](#) and Data Protection legislation.
- 8.4 By accepting your Offer and subsequently enrolling on your programme, you consent to the use of your personal data (including special category personal data) in accordance with this Clause 8.

## 9. DELIVERY OF ADVERTISED COURSES AND SERVICES

- 9.1 The University will use reasonable endeavours to deliver courses in accordance with the descriptions set out in the Contract. However:
- 9.1.1 Due to the period between prospectus publication and your enrolment on a course, circumstances beyond the University's reasonable control may require that the terms or content of the course or services described in the prospectus are changed. All reasonable endeavours will be used to minimise amendments, but if significant changes to the terms of the Contract or your course are required, these will be brought to your attention as soon as possible. If you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the course without any liability to the University for course fees (even if the cancellation period referenced below as expired) or transfer to such other course (if any) as may be offered by the University for which you are qualified;
- 9.1.2 A course or module may be cancelled if there are insufficient enrolments to make it viable. If you have received an Offer for a course that is cancelled, you will be notified as soon as possible and reasonable endeavours will be used to provide a suitable replacement course for which you are qualified. If you are unhappy with the alternative offered or if it is not possible to find a suitable alternative, you may cancel the Contract and withdraw from the course without any liability for course fees (even if the cancellation referenced below has expired);

9.1.3 Elements of a course may be varied from that described in the Contract following suitable student consultation. This may be in order to improve the quality of educational services, to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand. If significant changes are proposed, such as (without limitation) the removal of a number of modules which changes the nature of the course, you will be notified as soon as possible and in the case of the removal of a module, you will be provided with a suitable replacement.

9.2 If you choose to cancel the Contract (and withdraw from your course) in accordance with this Clause 9, reasonable endeavours will be used to assist you in finding an alternative comparable course with another higher education provider in the United Kingdom.

## 10. **LIABILITY**

10.1 The University does not accept responsibility, and expressly excludes liability for damage to students' property or intellectual property, other than through the negligence of the University, its staff or agents. Additionally, the University will not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

10.2 Except as set out in this Contract, the University shall not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

10.2.1 Indirect or consequential losses;

10.2.2 Loss of income or revenue;

10.2.3 Loss of business;

10.2.4 Loss of anticipated savings; or

10.2.5 Loss or corruption of data.

10.3 If an act, event or omission beyond the reasonable control of the University/Partner (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible to provide relevant education services, then the University/Partner is under no obligation to provide such services. However, all reasonable steps will be taken to minimise the disruption to those services.

## 11. **STUDENT DECISION TO TERMINATE THE CONTRACT**

11.1 The Contract will commence from the date on which you accept your Offer. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period and your right to cancel the Contract without liability will expire after 14 days from the day that you accepted your Offer.

11.2 To exercise your right to cancel, you may inform Admissions, University of Gloucestershire, Pittville Campus, Albert Road, Cheltenham, GL52 3JG (Tel: 03330 14 14 14 or email: [admissions@glos.ac.uk](mailto:admissions@glos.ac.uk)) of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail), including your name, address and the course for which you accepted an offer. Alternatively you may complete and submit the cancellation form at the end of this document.

11.3 Subject to 11.4, if you cancel your Contract within the cancellation period you will be reimbursed no later than 14 days after the cancellation notice is received. Reimbursement will be made using the same means of payment as you used for the initial transaction.

11.4 If you began your course during the cancellation period and you cancel during the cancellation period, you shall pay an amount in proportion to the services performed as at the point you confirmed your cancellation, in comparison with the course fees due over the duration of the contract. The appropriate Tuition Fee Policies detail full refund entitlements.

## 12. **UNIVERSITY DECISION TO TERMINATE THE CONTRACT**

12.1 If your application/enrolment is terminated your rights and obligations under the Contract will cease, subject to your rights of internal appeal and your obligation to pay fees. The University may terminate the Contract with you if:

12.1.1 A request for additional information in support of an application/enrolment remains unanswered by the date stipulated;

12.1.2 Between accepting an offer and starting your course, there is a change in your circumstances which makes it inappropriate for you to study on your course;

12.1.3 Information about you becomes known which makes it inappropriate for you to study on your course;

12.1.4 You have failed to provide all relevant information, or have supplied false or misleading information, relating to your application for your course;

12.1.5 You fail to enrol or complete an ID Check in accordance with the Enrolment and Registration Policy;

12.1.6 You fail to pay outstanding fees in accordance with the appropriate Tuition Fee Policy;

12.1.7 There is reason to believe that you are not fully engaged with your studies, or that you may have left the course;

12.1.8 You are in breach of your study visa conditions or your visa has been revoked;

12.1.9 Action is taken in accordance with the appropriate Disciplinary Procedures, Fitness to Study Procedure or Supported Studies Procedure; or

12.1.10 Action is taken in accordance with the decision of a Board of Examiners.

## 13. **REQUIREMENTS ON TERMINATION OF THIS CONTRACT**

13.1 If at any time the Contract terminates:

13.1.1 You shall not be entitled to enrol on your course (if, at the date of termination, you have not already enrolled); and

13.1.2 You shall be required to stop studying on your course and to leave the University immediately (if, at the date of termination, you have enrolled);

13.1.3 You must return your Student Identification Card, together with all property owned by the University or Partner; and

13.1.4 You must pay all outstanding fees, charges and debts immediately.

13.2 Any action taken under the above provisions will not restrict the University or Partner's ability to take any other action that it may be entitled to take. The University or its Partners will not be liable for any loss or damage which you may suffer as a result.

#### 14. **RIGHT TO REDRESS**

14.1 For the purposes of this Clause:

14.1.1 "**Academic Appeal**" means any complaint and/or appeal made by a student in relation to: (i) an assessment grade received by that student; (ii) the final course award received by that student; and/or (iii) any complaint made by a student which may impact upon the final award received by the student; and

14.1.2 "**Complaints**" means any complaint made by a student (academic or non-academic in nature), but excluding Academic Appeals. Academic-related complaints may include alleged inadequacies in the provision of a course of study, tuition, supervision, learning support materials, etc. Non-academic complaints normally relate to alleged inadequacies in other services provided to students.

14.2 **For students studying with a Partner:**

14.2.1 The Partner in accordance with their Complaints Procedure shall deal with non-academic complaints. You will have no right of appeal to the University for non-academic Complaints.

14.2.2 The Partner in accordance with their Complaints Procedure shall deal with academic appeals. If, having followed these procedures to completion, you remain dissatisfied with the outcome of a complaint you shall have the right of appeal to the University. If you appeal to the University, the University shall hear such appeal of the academic Complaint in accordance with the "Formal Complaints Review" section of the University's Student Complaints Procedure.

14.2.3 The Partner in accordance with their Disciplinary Procedures shall deal with disciplinary matters. You have the right to appeal the final disciplinary decision of the Partner to the University and the University shall hear such appeals in accordance with the "Rights of Appeal" section of the University's Disciplinary Procedure for Student Matters.

14.3 **For students studying with the University:**

14.3.1 Non-academic related complaint should refer to the University's [Student Complaints Procedures](#)

14.3.2 You should use the [Academic Appeals Procedures](#) to make an academic appeal.

14.4 **For all University and Partner Students:**

14.4.1 If, having followed the appropriate procedures to completion, you remain dissatisfied with the outcome you have the right to make a complaint to the Office of the Independent Adjudicator (OIA) for Higher Education, if your complaint is eligible under the Rules of the OIA Scheme.

15. **GENERAL**

- 15.1 The terms of the Contract shall only be enforceable by you and the University.
- 15.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.
- 15.3 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 15.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 15.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.



**CANCELLATION FORM**

To:

Admissions  
University of Gloucestershire  
Pittville Campus  
Albert Road  
Cheltenham  
GL52 3JG  
United Kingdom

I hereby give notice that I cancel my contract with the University of Gloucestershire for entry onto the following Course:

Course Title:

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Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student \_\_\_\_\_

Date: \_\_\_\_\_