

## Draft Student Contract Conditions

### 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 the obligations we have as a public body to manage finite resources in a way which is efficient and cost effective. Your obligations include pursuing your studies diligently and abiding by the University's rules and regulations. The purpose of this document is to set out clearly and in detail what our respective 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'). If these conditions conflict with any other document(s) generated by or on behalf of the University, these conditions shall take precedence over the other document(s).

1.2 These conditions, the other documents to which they refer and the matters referred to:-

1.2.1 in any document setting out the offer made to you (whether made directly to you by the University or on behalf of the University by the Universities and Colleges Admissions Service (UCAS) or any other agency); and

1.2.2 on the enrolment form

form the entire agreement and understanding between you and the University with regard to the Programme and replace any other written or oral promises, undertakings or representations.

1.3 No contract will exist until you formally notify the University of your acceptance of 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.

1.4 It is a condition of entry on to the Programme that you must complete and sign an enrolment form when requested to do so by the University.

1.5 Breach of any of these conditions may give rise to disciplinary action being taken against you under the disciplinary procedures of the University and/or termination of this Agreement.

1.6 The contract between the University and its students does not confer any rights or benefits on third parties (including parents of students) for the purposes of the Contracts (Rights of Third Parties) Act 1999.

## **2. The University's Obligations**

2.1 The University undertakes, subject to these conditions, to:-

2.1.1 deliver the Programme;

2.1.2 make available to you learning support facilities and other services as it considers appropriate. The University shall be able to make variations from time to time to the services and facilities provided, whether due to budget constraints or any other reason (for example the University may consider it desirable to change the time(s) and the manner in which it provides library or IT support).

2.2 The content of Programmes varies widely and the University therefore does not specify any minimum amount of teaching which you will receive on the Programme.

2.3 The University will deliver the parts of the Programme which are within its control with reasonable care and skill.

2.4 The University will use reasonable endeavours to deliver the Programme in accordance with the description applied to it in the Prospectus for the Academic Year in which you begin the Programme. However, the University's resources must be managed efficiently, in the context of the provision of a wide range of courses to a large number of students. The University therefore shall be entitled at any time in respect of the Programme (including work placements, if applicable):-

2.4.1 to alter the timetable, location and methods of delivery (including but not limited to transferring delivery of the Programme from one campus to another), provided such alterations are reasonable;

2.4.2 to make reasonable variations to the content and syllabus and assessment;

2.4.3 to discontinue or decide not to provide the Programme or to merge or combine it with other programmes of study, if such action is reasonably considered to be necessary by the University in the context of its wider purposes (for example, because too few students apply to join, or continue on, the Programme for it to be viable). If the University discontinues or decides not to provide the Programme, or makes any significant variation to the Programme prior to its commencement then it will use reasonable endeavours to notify you in advance and you shall be entitled to withdraw your application by written notice to the University. The Fees paid by you will be refunded.

2.5 The University shall 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 shall include, but not be limited to, any governmental action, civil and/or international commotion, fire, flood, war, labour disputes or act of God.

## **3. Your Obligations**

You agree as follows:-

3.1 to comply with your obligations under these conditions;

3.2 that you have obtained the necessary information to make an informed choice of Programme and that you will have undertaken any preliminary reading or other academic preparation your department has requested by the start of the Programme;

3.3 to study diligently, and to attend 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);

3.4 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;

3.5 to prepare adequately for any activity which you are required to undertake outside the University, at all times conducting yourself in an appropriate manner;

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

3.7 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;

3.8 to comply with any professional standards and requirements which are applicable in relation to the Programme;

3.9 at all times whilst you are a student of the University to co-operate with members of staff and to behave appropriately, responsibly and with respect for other students, staff and members of the public and to refrain from causing damage to property;

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

3.11 to act in accordance with any reasonable instructions or requirements issued to you from time to time by or on behalf of the University;

3.12 to abide by any special conditions relating to the Programme set out in the University's prospectus for the Programme ('the Prospectus'), or as otherwise notified to you by the University;

3.13 that all ideas, materials or work produced by you and submitted as part of the requirements of the Programme and all intellectual property rights therein will be the absolute property of the University, unless specifically agreed to the contrary;

3.14 that all information you have given and will give the University is complete and accurate in all material respects.

#### **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). An 'Academic Year' shall mean the yearly period of the Programme, the dates of which shall be notified to you by the University.

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. For the avoidance of doubt, nothing in this Condition 4.6 shall require the University to refund the Fees (or part thereof) unless you have previously paid such Fees (or part thereof) pursuant to 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:

4.8.1 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;

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

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

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

## **5. Failure to Pay the Fees and other amounts**

5.1 If the Fees and any other amounts due to the University remain unpaid 28 days after the date they are due the University shall be entitled to take legal action to recover the debt and/or take any or all of the following steps:-

5.1.1 exclude you from the University and end this Agreement, in which case the provisions of Condition 9 will take effect;

5.1.2 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.

## **6. University Rules, Regulations and Requirements**

6.1 You must comply with all policies, codes, rules, regulations and requirements of the University in existence during the Programme which relate to the activities of students at the University, or which may apply to the Programme. These are collectively referred to in these conditions as 'the Regulations' and include, but are not limited to the following:-

6.1.1 The University's Principles and Regulations, Quality and Standards Manual, documentation relating to financial obligations, Equal Opportunities policies, Dignity at Work policy and Student Code of Conduct and Disciplinary Procedure, as these are amended from time to time by the University, all of which are available on the University's IBIS web pages;

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

6.1.3 All relevant health and safety regulations and School regulations;

6.1.4 Regulations relating to occupation of University accommodation (if applicable);

6.1.5 The University's Data Protection guidelines;

6.1.6 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 If your studies with the University are terminated as a result of disciplinary action taken against you in accordance with the disciplinary procedures of the University this Agreement shall end automatically 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. Change of Circumstances**

In addition to the University's rights to end this Agreement in conditions 6.2 and 6.3, the University shall be entitled to end this Agreement immediately by notice in writing to you in the following circumstances:-

7.1 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

7.2 If, in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information.

### **Exclusion of the University's Liability**

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 death or any personal injury suffered by you unless caused by the negligence of the University or its employees;

8.1.3 loss of profit, loss of earnings, loss of opportunity, disappointment, distress or injury to feelings, living expenses and any indirect or consequential loss or damage, however arising, suffered by you as a result of any breach by the University of these conditions or any other act or omission of the University or its employees or agents.

8.2 Although the University shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti virus facilities and protections, you do use such computer equipment and any software provided by the University at your own risk. The University shall not therefore be liable (subject to condition 8.4) for 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.

8.3 If the University is found liable to you for any breach of these conditions or for any other act or omission of the University or its employees or agents the liability of the University shall be limited to the Fees actually paid by you, except in relation to liability referred to in condition 8.4 below.

8.4 Nothing in this Condition 8 or in the rest of these conditions shall operate to exclude the University's liability for death or personal injury caused by the University's negligence, or for fraudulent misrepresentations.

### **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 9.1 or 9.2 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 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. General**

11.1 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.

11.2 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.

11.3 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.

11.4 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 jurisdiction of the courts of England and Wales.

## 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 University 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 collection of fees;

3.6 equal opportunities monitoring;

3.7 alumni activities;

3.8 provision of references about you; and

3.9 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 12.3. 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.

8. 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, which contains details of your ethnic group and any disabilities you have. HESA will pass your record, or parts of it, to any of the following organisations that need it to carry out their statutory functions connected with funding higher education.

- Department for Education and Skills (DfES)
- National Assembly for Wales (NAW)
- Scottish Executive Enterprise, Transport and Lifelong Learning Department (SEETLLD)
- Department for Employment and Learning, Northern Ireland (DEL(NI))
- Higher Education Funding Council for England (HEFCE)
- Higher Education Funding Council for Wales (HEFCW)
- Scottish Further and Higher Education Funding Council (SFC)
- Training and Development Agency for Schools (TDA)
- Department of Health (DH)
- Research Councils (RCs)

HESA and the organisations listed above will use the information mainly to produce statistics. This may result in information being published and released to other approved users, including academic researchers and commercial organisations. Your record will not be used in a way that could affect you personally and the organisations will take precautions to reduce the risk of you being identified from the information once it is published and released.

While you are a student, we will need to keep your contact details. These do not form part of your HESA record, so HESA and the organisations listed above cannot use this record to contact you.

Towards the end of your studies, we will pass your contact details to the organisation that has been contracted to carry out the National Student Survey. That organisation will use your details only for that purpose, and will then delete them.

About six months after you graduate, we will contact you to ask you to fill in the HESA 'Destination of Leavers from HE' survey. We will not give your contact details to HESA. You might be included in a sample of leavers who are surveyed again a few years after they graduate. If so, we will pass your contact details to the organisation that has been contracted to carry out that survey. That organisation will use your details only for that

purpose, and will then delete them. (If you do not want to take part in this second survey, please let us know.)

Under the Data Protection Act 1998, you have the right to a copy of the information we and HESA holds about you. You will have to pay a small fee for this. If you have any concerns about your information being used for these purposes, please contact HESA.

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