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# Terms and Conditions of Study

2016-17

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This is a summary of the principal terms and conditions of the contract between you and Loughborough University.

12<sup>th</sup> September 2016

# Terms and Conditions of Study 2016

## General

This document summarises the principal terms and conditions of the contract between you and Loughborough University. It is divided into two sections. The first section covers the contract which comes into force when you accept an offer of a place at the University during the formal application process and the second covers the contract which is applicable once you have become a fully registered student of the University.

## Definitions

“we/us/our” means Loughborough University (also referred to as the “University”)

“you/your” means an applicant to Loughborough University or registered student of Loughborough University

“programme” means your prospective or registered programme of study or research leading to an award of the University (sometimes referred to as a “course”)

“offer” means the offer of a place by the University on a programme subject to the terms and conditions set out in this document

“UCAS” means the Universities and Colleges Admissions Service through which applicants must submit applications for undergraduate programmes at Loughborough University

The provisions of this document apply to offers made for entry to taught programmes in autumn 2016. It also applies to applicants during the 2016 application cycle for entry to taught programmes in autumn 2017 but we reserve the right to make changes up to 30 September 2016.

The provisions of Section 2 of this document apply to the studies in 2016/17 of all students registering on taught programmes. Students are asked to agree to these terms and conditions when they register at the beginning of the academic year.

## Section 1: Terms and Conditions for Applicants

### 1.1 Admissions Policy

The Admissions Policy and associated procedures relevant to our admissions process can be found at:

[www.lboro.ac.uk/study/apply/supporting/](http://www.lboro.ac.uk/study/apply/supporting/)

The terms and conditions set out below should be read in conjunction with this Admissions Policy and associated procedures.

## 1.2 Your Offer of a Place

The details of your offer of admission are set out in your formal offer letter issued by our Admissions Office for undergraduate and postgraduate taught programmes and the Research Student Office for research programmes.

The offer and the details contained within the offer letter apply to the date of entry referred to in the letter. Admission at a different date may be possible on request but we cannot guarantee this. Some details, including the tuition fees payable, may change if your date of admission changes (see section 1.12).

## 1.3 Conditional Offers

Your offer may be subject to you meeting certain academic conditions or other requirements (e.g. a satisfactory Disclosure and Barring check for applicants for the Postgraduate Certificate in Education)

For undergraduate programmes, the conditions of your offer must be fulfilled before 31 August of the admissions cycle in which you have applied as outlined in your offer letter.

We will receive confirmation of examination results for some undergraduate applicants via UCAS, and, if results are not provided through UCAS, we will endeavour to contact applicants to request documentary evidence to confirm that all conditions have been met. However, it is the responsibility of the applicant to ensure that the documentary evidence confirming that the full conditions of the offer have been met are submitted to us, including academic and English language qualifications, by the above deadline.

For postgraduate programmes, the date by which conditions must be satisfied will vary by programme, and will be outlined in your offer. It is the responsibility of the applicant to ensure that all documents required to meet the full conditions of the offer are submitted to us, including academic and English language qualifications and supporting references as required in your offer.

If you are not able to satisfy the conditions of your offer until after the relevant deadline, we may be able to confirm your place but this will be at our discretion, subject to timing and whether places remain on the relevant programme.

## 1.4 Evidence of Qualifications Held

Prior to registration, we may ask you to produce your academic documents for verification. This will include your original academic and English language certificates, as well as a copy translated into English by an authorised translation agency if your results are in another language. Undergraduate applicants for whom we have received results via UCAS, or postgraduate applicants who completed their previous qualification with us, will not need to provide original certificates.

## 1.5 Status for Tuition Fees Purposes

Your offer letter indicates the tuition fee category (UK, EU or International) applicable to you based on the information provided in your application. The tuition fee quoted in the offer letter has been determined on the basis of this category. By accepting our offer you are accepting your allocation to this tuition fee category. If you believe you have been placed in the wrong category, please contact us immediately. It may not be possible to change your tuition fee category after you have registered for your studies.

## 1.6 Change of Circumstances

You must inform us of any change in circumstances after an offer is made that may affect our original decision. This may include, but is not limited to, any changes to qualifications and/or subjects you have listed on your initial application and you should also tell us if you are convicted of a relevant criminal conviction. You must tell us if your situation changes in a way which might affect your tuition fee category or immigration status. We reserve the right to review our decision on your application, and if necessary, amend or withdraw the offer.

## 1.7 Changes to an Offer by Us

We reserve the right to make changes to the offer prior to its acceptance by you but will always notify you of any such change and the reason for it. If it is necessary to make a change to the offer after you have accepted it, we will discuss the reasons for the proposed change with you and seek your agreement.

## 1.8 Accuracy of the Information in Your Application

It is your responsibility to ensure that all of the information you provide as part of your application and in subsequent correspondence with us is accurate and up to date. We reserve the right to withdraw our offer of a place if you are found to have omitted significant information, made false statements and/or provided fraudulent information at any time during the admissions process. If such a decision is taken, you have the right to appeal against it in accordance with the University's Appeals and Complaints procedure:

[www.lboro.ac.uk/study/apply/supporting/appeals-complaints](http://www.lboro.ac.uk/study/apply/supporting/appeals-complaints)

## 1.9 Personal Data

We will hold and process your data to enable us to administer your application for a place at the University. Your personal data is protected under the UK Data Protection Act (1998) and full details of the University's policies and procedures for handling personal data can be found here:

[www.lboro.ac.uk/admin/ar/policy/dpact/ludpp/index.htm](http://www.lboro.ac.uk/admin/ar/policy/dpact/ludpp/index.htm)

You agree that the University may hold and use the information which you supply to us for the purposes to which these terms and conditions relate. Unless you tell us that you object, you also agree that the University may retain such information for the purposes of marketing its programmes of study and additional products and services which it provides to enhance the experience of its students. You will be given the option to opt out of any communications of this kind if you wish to do so.

Information on how we use your data whilst you are a student with us is set out in Section 2.11 of this document.

## 1.10 Changes to Undergraduate and Postgraduate Taught Programmes

Your offer letter draws your attention to details of your programme as it is being delivered during the academic year in which the offer is made, or to provisional information if the programme is new in the year of your admission. This information is provided to you as a general guide to the programme you will receive if you become a registered student. However, to enable us to enhance our programmes, ensure they remain current and up to date, respond to external changes and for a number of practical reasons we do reserve the right to make changes to the programmes and their constituent modules both before you register and over the lifetime of your registration (see section 2.4 below).

The following is a list of the typical reasons why we might need to make changes to programmes and modules, either before you commence your studies or during your studies:

- Student feedback
- Feedback from external examiners
- Feedback from employers
- Amendments to professional body accreditation requirements
- Enhancement of the curriculum to ensure it reflects the latest developments in the subject
- Changes to the member of staff teaching the module as a result of decisions about the most effective deployment of staff
- Departure from the University or temporary non-availability of members of staff
- Low or high demand for particular programmes or modules
- External factors beyond our control

We will consult you if we wish to make significant changes for any other reason. Changes which are not directly related to enhancement of the student experience will be kept to a minimum, and we will notify affected students in advance about any changes that are required.

If we make changes to your programme and you are not satisfied with them, you will be offered the opportunity to withdraw from the programme and, if required, reasonable support to transfer to another provider.

We may make minor changes to the following where we consider they will not affect the fundamental nature of the programme:

- Programme aims and learning outcomes
- Module titles, objectives and content
- The balance between optional and compulsory modules
- The teaching and assessment methods used including the number of contact hours
- The members of staff teaching the module

### 1.11 Right to Study in the UK and Funding Your Studies

By accepting the offer of a place you are confirming that you are willing to provide us with independent documentary evidence of your right to study in the UK. This applies to all UK, EU and international applicants. You are agreeing that:

1. you will co-operate with any information requirements or procedures which we are required by the UK government or its agencies to undertake to maintain compliance with its responsibilities under immigration law and regulations
2. you are in a position to secure funding for your studies

For UK and EU undergraduate students, approval of financial support from Student Finance England will usually fulfil these requirements.

We may withdraw our offer of a place if you are found to have omitted significant information, made false statements and/or provided fraudulent information in relation to your immigration status in the UK. If such a decision is taken, you have the right to appeal against it in accordance with the University's Appeals and Complaints procedure:

[www.lboro.ac.uk/study/apply/supporting/appeals-complaints](http://www.lboro.ac.uk/study/apply/supporting/appeals-complaints)

### 1.12 Accepting our Offer

Your offer letter will provide details of how to accept our offer. We will regard your acceptance of the offer as your notification to us that you have agreed to the terms and conditions set out in this document.

### 1.13 Requesting a Change in Your Date of Entry

If, after accepting our offer of a place, you decide that you would like to change your date of entry/admission to the University, you should contact the Admissions Office (for undergraduate or taught postgraduate programmes), or the Research Student Office (for research programmes) to request this change. We will accommodate your request, if at all possible, but are not able to guarantee that we will be able to meet all such requests. By requesting a change to your date of entry, you are agreeing to abide by the terms and conditions, and will be liable for the tuition fees, that apply for the relevant date of entry.

### 1.14 Cancellation

After you have accepted our offer, you have the legal right to a 14 calendar day “cooling off” period during which you may change your mind and cancel your acceptance of the offer. Your offer letter will give details of how to contact us should you wish to change your decision within this timescale.

If you exercise your right to cancel within this timescale, the University will reimburse to you any payments received from you, and will make the reimbursement without undue delay. Reimbursement will normally be made 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.

### 1.15 Complaints – Applicants

If you wish to raise a concern about the decision made on your application at any stage of the admissions process or any other aspect of our admissions procedures, you may do so using the University’s Appeals and Complaints procedure:

[www.lboro.ac.uk/study/apply/supporting/appeals-complaints](http://www.lboro.ac.uk/study/apply/supporting/appeals-complaints)

## Section 2 – Terms and Conditions for Registered Students

### 2.1 Registration

You are required to complete our on-line and, where applicable, face-to-face registration procedures to become a fully registered student of the University. By registering with us you are:

- a) Reaffirming your agreement to the terms and conditions in Section 1 of this document
- b) Agreeing to accept the terms and conditions in Section 2 of this document
- c) Agreeing to abide by the University’s Charter, Statutes, Ordinances and Regulations which can be found at [www.lboro.ac.uk/governance/](http://www.lboro.ac.uk/governance/) as well as relevant codes of practice and operational procedures.

The provisions under c) above are kept under regular review and the version published by 1 August will apply for the following academic year. You are required to re-register

each academic year and by doing so you will be accepting the version of the Charter, Statutes, Ordinances and Regulations which was applicable on 1<sup>st</sup> August of the relevant year. If any changes to academic Regulations potentially detrimental to some students are approved by the Senate, such changes will be phased in for new students and the Regulations will make clear that they do not apply to earlier cohorts.

Full information on our policies and procedures are available in our student handbook [www.lboro.ac.uk/students/welcome/handbook/](http://www.lboro.ac.uk/students/welcome/handbook/) and more generally on our website. Your academic School will also make a range of information available to you which is specific to your programme. It is your responsibility to familiarise yourself with this information.

You must keep us informed of any changes in your personal or contact details. You can do this by logging into the student self-service facilities on the myLboro website.

## 2.2 The Student Charter, Student Conduct and Behaviour

We expect all students to actively engage with their studies and to conduct themselves in an honest and peaceable manner at all times both on and off the University's campuses. Our Student Charter [www.lboro.ac.uk/students/charter/](http://www.lboro.ac.uk/students/charter/) sets out our general expectations of you and what you can expect in return.

You are expected to attend scheduled teaching sessions and inform your academic School if you are not able to do so for a valid reason (e.g. illness or injury, bereavement etc.). Your attendance and engagement will be monitored on a regular basis to support your academic progress and well-being and to ensure that our records of registered students are up to date and accurate for legal purposes.

We expect all students to be able to engage fully with their studies in line with the expectations set out in the Student Charter and the University's Ordinances and Regulations and in a manner which does not have a negative impact on the student, other students, staff or third parties. If we have concerns that a student is not fit to study, we will implement our Fitness to Study procedure which can be found here:

[www.lboro.ac.uk/students/welcome/handbook/undergraduate/attendance/](http://www.lboro.ac.uk/students/welcome/handbook/undergraduate/attendance/)

You should note in this context that if you take, or are placed on, Leave of Absence from your studies for more than two years because you are not fit to study, or for any other reason, your registration may be terminated.

Students undertaking the Postgraduate Certificate in Education must meet specific requirements relating to the professional standards for qualification as a teacher and information regarding these will be found in the Programme Specification.

The disciplinary procedures which will apply to you will be found in Ordinance XVII Student Discipline Procedures. You are required to inform us immediately should you be cautioned for, or convicted of, any criminal offence (excluding motoring offences for which a fine and/or up to three penalty points are imposed) during your period of registration as a student.

You should note that we may impose disciplinary penalties and/or terminate your studies if your behaviour is found to merit such action, in accordance with our disciplinary procedures. These procedures will also be applied if you are found, after you have registered as a student, to have provided fraudulent information during the admissions process.

## 2.3 Academic Requirements and Regulations

The Regulations approved by the University Senate which govern our academic awards to students can be found here:

[www.lboro.ac.uk/governance/regulations/](http://www.lboro.ac.uk/governance/regulations/)

The Regulations set out, amongst other matters, the structure of awards including the number of credits required for taught awards, pass marks, circumstances under which reassessment is permitted, the general requirements for progression to the next year and awards for research students, procedures for dealing with cheating and plagiarism (Regulation XVIII, "Academic Misconduct"), and performance affected by mitigating circumstances (Regulation XVII, "Impaired Performance"). In particular, students undertaking undergraduate or postgraduate taught programmes should note:

- a) Assessed coursework which is not handed in by the due date and time will be given a mark of zero.
- b) If you encounter difficult life events (illness (mental or physical), bereavement, serious personal problems etc.) during your studies, we can only take these into account in considering your academic performance if we have evidence that the impact on you is very substantial. Should such an eventuality occur, you must tell us by the published deadlines about the problem and you must provide supporting evidence (the Impaired Performance procedure).
- c) In the absence of a valid Impaired Performance claim, you are entitled to only one opportunity to repeat an assessment in which you have failed to achieve the required mark.
- d) If you have a long term health issue or disability for which you require support from us to enable you to access your programme of study, you must inform us as soon as possible so that we are able to make appropriate arrangements for you. Long term conditions are dealt with by making reasonable adjustments on an ongoing basis and the Impaired Performance procedure is only applicable where a problem has recently been identified and adjustments have not yet been made, or where there is unexpected worsening of a known condition and the agreed adjustment proves to be inadequate.
- e) If you are found to have committed academic misconduct, we may impose academic penalties and/or may terminate your studies in accordance with our Academic Misconduct procedures.

## 2.4 Changes to Programmes and Modules after You Commence Your Studies

If you are taking a taught programme, you will be notified of the final structure and details of the programme for each academic year in advance of the commencement of that academic year.

This information will include detailed module information which will help inform your choices of optional modules (if applicable). Section 1.9 above outlines the circumstances in which it may prove necessary to vary your programme and its constituent modules over the duration of your studies, and your right to withdraw from the programme if you are unhappy with the changes.

## 2.5 Residential Accommodation

If you have secured residential accommodation provided through us, you will be asked to agree to a separate set of terms and conditions (Licence Terms and Conditions) relating to the accommodation concerned. To remain in the accommodation for the duration of the relevant Licence, however, you will need to continue to be our registered student.



## 2.6 Payment of Tuition Fees and Other Charges

Our Regulations for payment of tuition fees and charges for other services are set out in Regulation XVI. Further details of the arrangements for making payments to us can be found here:

[www.lboro.ac.uk/services/finance-office/students/](http://www.lboro.ac.uk/services/finance-office/students/)

Students are ultimately responsible for the payment of their tuition fees which are due at the commencement of each academic year. However, depending on your circumstances and method of payment we may be able to make an arrangement with you that tuition fees may be paid by instalments. If payments are not received by the due date, a late payment charge may be added.

Your tuition fees may be paid by another individual or organisation (your sponsor) but you must provide us with full details in good time and by doing so you give us permission to share relevant information with your sponsor about your registration and overall academic progress. If your sponsor does not pay your tuition fees in a timely manner, we will seek to recover them from you.

If your tuition fees are not paid, we will not permit you to progress to the next stage of your studies or we will not release your award (certificate and transcript). Debt collection procedures will be initiated and legal action may be taken, if necessary, to recover your debt to us.

You must also pay for any other services we provide to you (e.g. residential accommodation) and any charges you incur (e.g. for late return of library books) by the due date. Late payment charges may be added. Your academic progression and conferral of your final academic award will not be affected by unpaid debts for such services. However, debt collection procedures will be initiated and legal action may be taken, if necessary, to recover your debt to us.

## 2.7 Financial Assistance: Bursaries, Scholarships and Studentships

We may offer you financial assistance to enable you to cover the cost of your studies in the form of a scholarship, bursary, studentship or other form of support. Specific conditions will apply to each award and you will be notified of these when it is offered to you. These conditions will be additional to the terms in this document. You must continue to meet the conditions of the award during your studies or the award may be withdrawn.

## 2.8 Use of IT Facilities

We expect all students to comply with our IT Acceptable Use Policy and any specific requirements attached to use of specific hardware, software or on-line services. Details are available here:

[www.lboro.ac.uk/services/it/about/policies/aup/](http://www.lboro.ac.uk/services/it/about/policies/aup/)

## 2.9 Access to Sports Facilities

As a registered student you will be able to access our sports facilities. There may be a charge for access to some sports facilities and services, and some are reserved for the use of particular groups at specific times.

## 2.10 Ownership of Intellectual Property

Our general policy on ownership of intellectual property by students is set out in [Ordinance XXXIX](#). This general policy may be superseded by specific agreements related to individual projects (also see section 2.6 above).

## 2.11 Personal Data

We will hold and process your data to enable us to organise and support your studies, give you access to our services and facilities and for alumni related activities. In addition, we will use it to fulfil a number of statutory requirements for reporting which are placed on us by the UK government and its agencies. As noted in section 2.7, information may also be shared with any financial sponsor of your studies.

You agree that the University may hold and use the information which you supply to us for the purposes to which these terms and conditions relate. Unless you tell us that you object, you also agree that the University may retain such information for the purposes of marketing its programmes of study and additional products and services which it provides to enhance the experience of its students. You will be given the option to opt out of any communications of this kind if you wish to do so.

If you have a disability, information you have provided in connection with that disability will be processed by the Counselling and Disability Service for the purpose of assessing what, if any, reasonable adjustments are required and for implementing those adjustments during your studies. Information concerning your disability will be disclosed to other relevant staff who reasonably need to be in possession of such information for the purposes of determining and implementing any or all of the adjustments identified.

Your personal data is protected under the UK Data Protection Act (1998) and full details of the University's policies and procedures for handling students' personal data can be found here:

[www.lboro.ac.uk/admin/ar/policy/dpact/ludpp/](http://www.lboro.ac.uk/admin/ar/policy/dpact/ludpp/)

## 2.12 Membership of Loughborough Students' Union

Our students are automatically members of Loughborough Students' Union (LSU), as are students of Loughborough College. You have the right to opt out of membership of LSU if you wish and you will be given the opportunity to do so when you register each year. You can also change your decision at any time during the year. If you do not opt out, some of the data held on you by us will be shared with LSU. Details can be found here:

[www.lboro.ac.uk/students/welcome/handbook/data-usage/information-agreement/](http://www.lboro.ac.uk/students/welcome/handbook/data-usage/information-agreement/)

## 2.13 Recording of Educational Activities

We may record lectures which you are attending. Such recording is covered by our Lecture Capture policy which you will find here:

[www.lboro.ac.uk/services/teaching-support/review/](http://www.lboro.ac.uk/services/teaching-support/review/)

Students do not have the automatic right to record educational activities provided by us. Should you wish to make any kind of recording, you should seek the permission of the staff member leading the activity well in advance and you must respect his/her decision. The IT Acceptable Use Policy (see section 2.8 above) does not permit the unauthorised external release of recordings of educational activities.

## 2.14 Health and Safety

Students are expected to comply with the relevant section of our Health and Safety Policy [www.lboro.ac.uk/services/health-safety/](http://www.lboro.ac.uk/services/health-safety/) - Section 3.18. You can expect to receive specific guidance on health and safety issues and requirements related to your studies from your academic School. Our insurance will cover you for accident or injury in relation to educational activities delivered as part of your programme as long as you comply with the relevant policies and guidance provided.

## 2.15 Cancellation

After you have registered with us, you have the legal right to a 14 calendar day “cooling off” period during which you may change your mind and cancel your acceptance of these terms and conditions. If you are considering withdrawing, you should contact your Personal Tutor, Programme Director or Research Degree supervisor in the first instance or you may wish to seek advice from the Student Advice and Support Centre:

[www.lboro.ac.uk/services/sass/](http://www.lboro.ac.uk/services/sass/)

If you exercise your right to cancel within this timeframe, the University will reimburse to you any payments received from you, and will make the reimbursement without undue delay. Reimbursement will be made 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.

If your programme is due to begin within 14 days of registration, then by registering you are expressly agreeing that you accept that delivery of the programme will begin within the cancellation period.

We will not charge you tuition fees if you decide to withdraw within 4 calendar weeks of the beginning of the relevant term (undergraduate or postgraduate taught students) or within 4 calendar weeks of your registration date if you are a research student (see Regulation XVI). You may be liable for other charges, however, such as for residential accommodation and catering in accordance with the contract relevant to the services concerned.

If you withdraw after 4 calendar weeks, you will be charged a proportion of the tuition fees for the year, in accordance with Regulation XVI.

## 2.16 Complaints – Registered Students

The Student Complaints Procedures are set out in Ordinance XXXVIII. We aim to resolve issues informally and by mutual agreement if at all possible. However, students who are not satisfied have the right to seek a formal review of their complaint and, if they remain dissatisfied after the formal stage of the complaints procedures have been completed, they may seek an independent review by the Office of the Independent Adjudicator for Higher Education [www.oiahe.org.uk/](http://www.oiahe.org.uk/).

## 2.17 Notices

Any formal communications from us to you in relation to fulfilment of these terms and conditions and in relation to your studies will be in writing, usually by email to your University email address and such emails may then require you to review information made available through the University electronic systems. You are therefore required to check your University email account on a regular basis.

Any formal communications from you to the University should also usually be by email from your University email address or the appropriate method of communication where one is specified to you for a particular process.

## 2.18 Liability

The University will do all that it reasonably can to deliver its programmes of study as described on its website and in the prospectus or other documents issued by it, to appropriately registered students. Sometimes circumstances beyond the control of the University may mean that it cannot provide delivery of its programmes as anticipated. Examples of such circumstances include:

- a) industrial action by University staff or third parties;
- b) the unanticipated departure of key members of University staff;
- c) power failure;
- d) acts of terrorism;
- e) damage to buildings or equipment;
- f) the acts of any governmental or local authority; or
- g) where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for students registered on it.

In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to programme delivery and to affected students, by, for example, delivering a modified version of the same programme, offering students the opportunity to transfer to another programme and where necessary supporting students to transfer to another institution, but to the fullest extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

The University does not exclude or limit in any way its liability for:

- a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation.

The University does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## 2.19 General

If any provision of the contract between you and the University 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/or the remainder of the affected provision.

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.

The University's contract with its students does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

### **Legal Address:**

Loughborough University  
Leicestershire  
LE11 3TU, UK

*Date: 12 September 2016*