

# Terms and Conditions of Study 2020/21

## 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 as well as pre-sessional English programmes (and may sometimes be 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 in Section 1 of this document apply to offers made during the 2019/20 application cycle for entry to taught and research programmes commencing in 2020-21. Section 1 also applies to offers made during the 2019/20 application cycle for pre-sessional English programmes commencing between January and September 2020.

In addition, Section 1 applies to applicants during the 2019/20 application cycle for entry to taught programmes in autumn 2021 but we reserve the right to make changes up to 30 September 2020.

The provisions in Section 2 of this document apply to all students registered on taught and research programmes of study in the academic year 2020/21 and to pre-sessional students registered from January 2020. Students are asked to agree to these terms and conditions when they register at the beginning of each year of their studies.

## 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 communication issued by our Admissions Office for undergraduate and postgraduate taught programmes and the Doctoral College Office for research programmes.

The offer and the details contained within the offer communication apply to the date of entry referred to within 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 1.15). It is normally expected that you will be in attendance at the University on the first day of term or the first working day after your start date, in order to attend classes or meet your research supervisor. Alternative arrangements apply if you are beginning a programme where we offer online delivery/distance learning.

For pre-sessional students, you will find the relevant details and confirmation of start date in your pre-arrival information.

### 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 Service 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 communication. 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.

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 taught programmes starting in the autumn, the date by which offer conditions must normally be fulfilled is 6 September of the admissions cycle in which you have applied, or earlier if this is required to give you sufficient time to apply for a visa and ATAS clearance to enter the UK. If you are applying for a postgraduate taught programme starting in January the equivalent date is 23 November. 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. Documents that are

submitted after these dates will be considered subject to places being available on the relevant programme and/or the likelihood of a student visa being obtained.

Those applicants completing a pre-sessional English Language course prior to commencing their chosen programme of study will be required to reach a specified standard of English language proficiency in order to be allowed to progress.

#### 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 communication 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 communication 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.

We will only consider changes to your tuition fee category after you have accepted our offer if there is a good reason why you were not able to draw relevant circumstances to our attention, or submit relevant evidence, at the time you accepted our offer. 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. You must also tell us if your situation changes in a way which might affect your tuition fee category or immigration status.

#### 1.7 Criminal Convictions

Having a criminal conviction will not normally prevent an individual studying at Loughborough. However, as part of our duty of care to the University community, if you accept our offer of a place, you will be asked to disclose any serious criminal convictions in line with our Policy and Procedure for Applicants with a Criminal Conviction:

[www.lboro.ac.uk/study/apply/support/criminal-convictions/](http://www.lboro.ac.uk/study/apply/support/criminal-convictions/)

You will be asked to make this disclosure if you accept our offer of a place. We expect you to act in accordance with the above policy and procedure and the University reserves the right to modify or withdraw the offer of a place or to terminate our contract with you in light of any relevant offences disclosed.

#### 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 or plagiarised information at any time during the admissions process. We may also refuse to consider any future applications from you. If such a decision is taken, you have the right to appeal against it in accordance with the University's Appeals and Complaints procedure for applicants:

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

## 1.9 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 your offer after you have accepted it, we will discuss the reasons for the proposed change with you and seek your agreement.

If your circumstances change or new information comes to light (e.g. as set out in sections 1.6, 1.7, and 1.8), we reserve the right to review our decision on your application as outlined in Statute V. If necessary, we may recommend to the Vice Chancellor that an offer is amended or withdrawn. This provision may apply if information is drawn to our attention which suggests your admission might present a risk to you, to specific members of the University community or to the University as a whole.

## 1.10 Personal Data

We will hold and process your data to enable us to administer your application for a place at the University. Full details of the University's policies and procedures for handling personal data can be found in our Student Privacy Statement:

[www.lboro.ac.uk/privacy/student-privacy/](http://www.lboro.ac.uk/privacy/student-privacy/)

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. In addition, the University may also send you information about other programmes of study and additional products and services which are provided to enhance the experience of its students.

Information on how we use your data whilst you are a student with us is set out in Section 2.12 of this document.

## 1.11 Changes to Undergraduate and Postgraduate Taught Programmes

Your offer communication 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 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 2.5 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, including without limitation changes in law or government guidance

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 such 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 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 method, location, timetable and amount of teaching, lectures, seminars, laboratories, project/dissertation supervisions and any other forms of instruction or contact hours
- The methods of assessment
- The members of staff teaching the module

Detailed protocols are in place that will be followed where changes are made to programmes or modules. A copy of these procedures is available on request.

## 1.12 Changes to Postgraduate Research Programmes

Your offer communication sets out the name of your programme and of your expected supervisors at the time the offer is made. The arrangements for the conduct of research degree programmes are set out in [University Regulation XXVI](#) and in the University's [Code of Practice on Research Degree programmes](#). These documents may be updated on an annual basis and any major changes will be drawn to your attention.

We would expect you to have the same supervisory team throughout your research programme. However, the University cannot guarantee that the supervisors named in your offer communication will be available throughout your period of study. The University may need to change supervisory arrangements in the following circumstances:

- The individual is no longer employed by the University (the Code of Practice sets out how this situation is handled if the staff member has moved to another employer or retired)
- The direction of your research has changed and has a better fit with another member of staff

- Exceptionally, other priorities for the University or individual supervisor mean they are no longer available to supervise you, this might include circumstances where the supervisor has moved from full-time to part-time employment
- You request a change of supervisor and have good grounds for doing so

The University will aim to accommodate reasonable requests from applicants and students for changes in the direction of research degree programmes after an offer has been made where these are compatible with the timescale for completion of the programme, the supervisory expertise and research facilities available and, where applicable, the source of funding and the requirements of any partner organisation(s). However, it does reserve the right to refuse such requests where, in the judgement of staff in the School responsible for research degree programmes, the change of direction cannot reasonably be accommodated.

### 1.13 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:

- a) you will co-operate with any information requirements or procedures which the University is required to undertake by the UK government or its agencies to maintain compliance with its responsibilities under immigration law and regulations
- b) you are in a position to secure funding for your studies
- c) if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration.

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 for applicants:

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

### 1.14 Accepting our Offer

Your offer communication 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.

### 1.15 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), the Doctoral College Office (for research programmes), or the Academic Language Support Service (for pre-sessional 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.

### 1.16 Cancellation

After you have accepted our offer or paid your deposit for a pre-sessional programme, 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 communication 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 we have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

### 1.17 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 for applicants:

[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
- d) Committing yourself to engage fully with your studies (see section 2.2 below) and to only seek leave of absence in the case of genuine mitigating circumstances
- e) Agreeing that you will co-operate with any information requirements or procedures which the University is required to undertake by the UK government or its agencies to maintain compliance with its responsibilities under immigration law and regulations
- f) Confirming that, if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration

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 August of the relevant year. If any changes to academic Regulations are approved by the Senate that adversely affect some students, 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/handbook/](http://www.lboro.ac.uk/students/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.

As part of the registration process you are required to provide a photograph of yourself that is used as part of your student identification card. The University reserves the right to request an alternative photograph should the one provided not be of an acceptable likeness.

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 which will be found at:

[www.lboro.ac.uk/registry/self-service/](http://www.lboro.ac.uk/registry/self-service/)

You must also keep us informed of any changes in your immigration status. You can do this by contacting the Student Enquiries Counter.

## 2.2 The Student Charter, Attendance and Engagement

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/)) is updated annually and sets out our general expectations of you and what you can expect in return.

Students taking taught programmes are expected to attend scheduled teaching sessions and research students are expected to attend supervisory meetings and engage with activities organised for research students by their School and the Doctoral College. You must inform your academic School if you are not able to do so for a valid reason (e.g. illness or injury, bereavement etc.).

The University's policy on attendance and engagement for students on taught programmes can be found at:

[www.lboro.ac.uk/students/handbook/ug-pgt/attendance/](http://www.lboro.ac.uk/students/handbook/ug-pgt/attendance/)

The University's policy on attendance and engagement for research students can be found at:

[www.lboro.ac.uk/services/doctoral-college/essential-information/code-of-practice/3-student-role/](http://www.lboro.ac.uk/services/doctoral-college/essential-information/code-of-practice/3-student-role/)

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 themselves, 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/handbook/ug-pgt/attendance/](http://www.lboro.ac.uk/students/handbook/ug-pgt/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 relevant Programme Specification.

You must engage with the University's systems for recording attendance and engagement which are designed 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.



## 2.3 Behaviour and Discipline

Students are expected to respect the diversity of the University community. Behaviour which constitutes harassment and bullying, discrimination or sexual violence is unacceptable. Further information on the University's expectations is available at:

[www.lboro.ac.uk/services/hr/equality-diversity/](http://www.lboro.ac.uk/services/hr/equality-diversity/)

[www.lboro.ac.uk/services/student-services/safety/policies/](http://www.lboro.ac.uk/services/student-services/safety/policies/)

The disciplinary procedures which will apply to you will be found in [Ordinance XVII](#) Student Discipline Procedures. You are required to inform us within 5 working days should you be cautioned for, or convicted of, any serious criminal offence 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.

If information is drawn to our attention which suggests your continued active registration might present an immediate risk to you, to specific members of the University community or to the University as a whole, we may temporarily suspend your registration, which might include exclusion from the campus, whilst fitness to study or disciplinary procedures are conducted.

## 2.4 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, awards and other matters for research students (Regulation XXVI), procedures for taught students for dealing with cheating and plagiarism (Regulation XVIII, "Academic Misconduct"), and performance affected by mitigating circumstances (Regulation XVII, "Mitigating Circumstances").

In particular, students undertaking undergraduate, postgraduate taught or pre-sessional programmes and modules 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 (in line with the Mitigating Circumstances procedure).
- c) In the absence of a valid Mitigating Circumstances 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 Mitigating Circumstances 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 (including but not limited to taking prohibited materials into examinations, copying the work of others or submitting the work of others as if it were your own), we may impose academic penalties and/or may terminate your studies in accordance with our Academic Misconduct procedures.

Students undertaking a pre-session programme should also refer to Regulation XXVIII for details of the arrangements for their programmes.

## 2.5 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). Please be aware that for practical reasons there may be limits on the number of students that can undertake certain optional modules.

For students registered on taught programmes, Section 1.11 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.

For students registered on research degree programmes, Section 1.12 above outlines the circumstances in which the arrangements for your programme may be changed by us and your rights to request changes.

The Office for Students has approved our Student Protection Plan as part of the requirements for our registration as a higher education provider. The Plan sets out what students can expect to happen should a course, campus or institution close. Its purpose is to ensure that students can continue and complete their studies, or will be compensated if this is not possible. The Plan can be accessed at:

[www.lboro.ac.uk/students/handbook/terms-conditions/studentprotectionplan/](http://www.lboro.ac.uk/students/handbook/terms-conditions/studentprotectionplan/)

## 2.6 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 a registered student.

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

## 2.7 Tuition Fees and Other Charges

The tuition fees for the first year of your studies are as stated in your offer communication, subject to any relevant changes to your status following your registration. Fees are reviewed annually and for any subsequent years of study may

increase to take into account inflationary pressures. You will be notified of any changes to the tuition fee payable in advance of the academic year to which the fee applies.

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 by the end of the first week of your first semester. 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.

## 2.8 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 financial assistance may be withdrawn.

## 2.9 Use of IT Facilities

We require 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/it/student/about/policies/](http://www.lboro.ac.uk/it/student/about/policies/)

## 2.10 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 use by particular groups at specific times.

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

## 2.11 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 2.8 above).

Students may also be asked to sign confidentiality agreements (sometimes called Non-Disclosure Agreements) with third party partners to cover the confidentiality of prior knowledge shared by that third party as part of a collaborative project. Breach of such an agreement will be regarded as a disciplinary offence under the University's Student Disciplinary Procedures (see section 2.3 above).

## 2.12 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.

Full details of the University's policies and procedures for handling students' personal data can be found in our Student Privacy Statement:

[www.lboro.ac.uk/privacy/student-privacy/](http://www.lboro.ac.uk/privacy/student-privacy/)

## 2.13 Membership of Loughborough Students' Union

All students at the University and at Loughborough College are invited to become members of the Loughborough Students' Union (LSU). You will be asked to confirm that you wish to be a member of LSU as part of registration each year and you have the right to change your decision at any time.

The University has a data sharing agreement with LSU under which information related to registered students is passed to LSU to facilitate the provision of its services. By confirming you wish to be a member of the students' union, you are providing consent for your data to be shared with LSU.

Further information about the sharing agreement and how your data will be processed 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/)

## 2.14 Recording of Educational Activities and Ownership of Learning Materials

We will normally record lectures and may record other teaching sessions in which you are participating. The University may also make recordings of students for the purposes of assessment. Such recording is covered by our Teaching Event Capture policy which you will find here:

[www.lboro.ac.uk/internal/review/student-guidance/](http://www.lboro.ac.uk/internal/review/student-guidance/)

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 2.9 above) does not permit the unauthorised external release of recordings of educational activities.

You are reminded that learning materials provided to you by the University as part of the delivery of your programme of study are subject to copyright law. This means that if they were developed by University staff, they belong to the University. They may include third party copyright material which has been used by staff under a licensing agreement with the copyright owner who therefore retains ownership of the material. You are only permitted to use learning materials for the pursuit of your programme of study and you must not share them with individuals outside your programme through any means (including sharing websites) or for commercial or academic gain of any kind.

## 2.15 Health and Safety

Students are required 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.

## 2.16 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 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, by registering you are expressly agreeing that you accept that delivery of the programme will begin within the cancellation period.

Where a student on a pre-sessional programme withdraws within the first 14 days, the University reserves the right to charge tuition fees on a pro-rata basis related to date of withdrawal. Should a student subsequently withdraw from their pre-sessional

programme after the 14 day cancellation period, they shall be charged the weekly fee for each week, or part thereof, in accordance with their effective withdrawal date. The effective withdrawal date for pre-sessional students shall be the date the student formally notifies the Academic Language Support Service of their intention to withdraw.

In all other cases, we will not charge you tuition fees if you decide to withdraw within four calendar weeks of the beginning of the relevant term (undergraduate or postgraduate taught students) or within four 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 four calendar weeks, you will be charged a proportion of the tuition fees for the year, in accordance with Regulation XVI.

## 2.17 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/)).

## 2.18 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 frequent 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.

## 2.19 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.

In any event, except for any liability in negligence for personal injury or death or for fraud or fraudulent misrepresentation, any remaining liability is limited to the tuition fees paid by you to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.

## 2.20 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: 7 October 2019 (amended 4 June 2020)*