

Student Terms and Conditions

Accessibility

If you would like a copy of these Terms and Conditions or any related documents in a different format, please refer to www.keele.ac.uk/dds for further information about who to contact.

A. Our Contract with you and how it is formed:

1) Definitions

Throughout this document the following words have the meaning defined below:

Academic Services: these are the services We will provide to you as part of the Contract as specified in more detail in paragraph 5 of these Terms and Conditions;

Additional Fees: additional costs that you will need to pay in connection with your Programme (for example fees for activities that you will need to undertake to successfully complete all of your Programme);

Applicant Portal: the portal We will use which will enable Us to share information about your application and for you to provide information to Us;

Contract: the legal agreement between the University and you which comprises the documents detailed at paragraph 2) and which comes into force as detailed in paragraph 3). The Contract will detail Our obligations to you (including Our provision to you of the Academic Services), and your obligations to Us (including the payment of Tuition Fees and Additional Fees);

Course Information: the Course Information Document (CID) for undergraduates; and the Programme Specification for postgraduates. This

document is sent to you with your Offer and provides an overview of your Programme. It should be used as the primary source of up-to-date information at the point you are considering Our Offer. If you have applied to study two subjects as part of your Programme (for undergraduate only), you will receive one Course Information Document for each subject;

Offer: Our offer of a place on a Programme sent to you as an Offer Letter, together with other important information about the Programme and this Contract;

Offer Letter: this will be the letter or email which forms part of the Offer;

Other Fees: any other costs, other than Additional Fees or Tuition Fees, that you may need to pay for any services that we may provide during your time with Us. These fees will relate to optional services We may provide, and which fall outside of the scope of this Contract (e.g. accommodation fees, sports facilities, graduation costs etc.);

Policies: University policies which apply to students as referenced at:
<https://www.keele.ac.uk/student-agreement/>;

Programme: programme of study or research leading to a University award or credit;

Terms and Conditions: this document which forms part of the Contract;

Tuition Fees: the tuition fees payable in exchange for Us providing to you the Academic Services relating to Our delivery of the Programme, which apply for the duration of the Programme;

University / We / Us / Our: these mean Keele University. We are officially known as the University of Keele, and We are a university established by the University of Keele Act 1962 (10

&11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, and based at Keele, Staffordshire, ST5 5BG in the United Kingdom; and

University Regulations: these document the University framework and rules for learning, teaching, research, assessment and other areas of the student experience including conduct and discipline, professional suitability and fitness to study. There are:

- general regulations, available here: <https://www.keele.ac.uk/student-agreement/> (along with guidance about how to find your way around these documents); and
- Programme specific regulations which will be referred to in the Course Information Document if any are relevant to your Programme.

2) What makes up the Contract?

a) The following documents will form the Contract:

- the Offer Letter
- these Terms and Conditions
- the Course Information
- University Regulations (for practical purposes these documents would not normally be sent to you in hard copy but are readily available online at the links given in this document and where relevant, in the Course Information Document)
- Policies
- the Intellectual Property Management Code of Practice

(together the “Contract”)

b) The Contract will detail:

- how we provide the Academic Services to you (including Our obligations to you);
- details about the Tuition Fees;
- details of any Additional Fees;
- the duration of the Contract and how this Contract may be ended by You or by Us;
- details of any conditions that will apply to you; and
- other important information about your time studying with Us on the Programme.

c) The Contract becomes binding on you and Us from the time you accept the Offer (as detailed in paragraph 3) below and continues to apply

for as long as you remain registered on your Programme, unless terminated earlier as described in Section E below.

3) What is the process of offering a place, accepting the Offer and entering the Contract?

- a) We will send out the Contract documents detailed in paragraph 2) by email (or exceptionally by post, or as otherwise stated in paragraph 2(a)) to you when We make an Offer of a place to you.
- b) You are advised to thoroughly read and check through the Contract documents sent to you. If you have any queries you should contact Us as detailed in the Offer Letter.
- c) Our Offer may contain specific conditions and/or requirements for admission onto and/or your continued registration on the Programme, and will either be a “conditional” or an “unconditional” offer. You must provide us with satisfactory evidence of your qualifications, and compliance with any additional conditions, when asked to do so by Us. If you fail to meet or fail to continue meeting any of these conditions, or if you fail to give Us reasonable evidence that you have met these conditions, We may end the Contract as set out in Section E.
- d) It is your responsibility to make sure that all of the information you give Us is true, accurate and complete and is not misleading, and that the same remains true, accurate and complete and not misleading, for the duration of the Programme. We have rights to end the Contract with you as described in Section E if you fail to comply with this requirement.
- e) You should check that you are happy with the contents of the Offer and all the terms identified in the Contract documents before accepting it. If you think there is a mistake in your Offer please notify Us immediately and ask Us to agree changes in writing.
- f) If you have applied to the University through UCAS then the Contract will come into force when you accept the Offer via UCAS by the deadline that UCAS stipulates.

- g) For direct postgraduate applicants then the Contract will come into force once you accept via your Applicant Portal to admissions as detailed in your Offer Letter.
- h) In all cases, if you wish to accept the Offer, then you must do so within the time period specified in the Offer Letter or by UCAS as applicable. If you do not accept within this time period then the Offer may be withdrawn by Us. For non-UCAS applicants, We will confirm receipt of your acceptance.
- i) Once you have accepted the Offer then you have a right to cancel the Contract as detailed in Section E.

4) Your obligations

As part of the Contract between us, You agree to:

- a) comply with any conditions that are set out in your Offer, and you must comply with the requirements set out in Paragraphs 3(c) and 3(d) above.
- b) take responsibility for reading and complying with University Regulations and Policies. If you are in doubt about the obligations contained in these and how they relate to you and your studies, you should seek prompt advice from either relevant University staff or the ASK (Advice and Support at Keele) service in Keele Students' Union (see <https://keelesu.com/advice/> for details);
- c) take responsibility for your own learning, engage in learning and teaching activities specified by your academic schools; submit or complete all assessments by the specified deadlines; and attend all University examinations unless otherwise agreed with Us because of exceptional circumstances;
- d) pay the Tuition Fees, Additional Fees, Other Fees and any fines by the deadlines stipulated;
- e) purchase such equipment and books as needed for study and undertake travel or other requirements where you have been informed they will be necessary. The costs associated with the purchasing of equipment and books will be deemed to be Other Costs for the purposes of these Terms and Conditions. You will be responsible for paying for and sourcing these items unless otherwise stated in the Course Information;

- f) be required to enrol at the start of your Programme to register with the University and then re-register in each subsequent academic year of your Programme if applicable;
- g) inform your academic school in the case of a Leave of Absence (Regulation B.4) or Exceptional Circumstances (Regulation B.3);
- h) comply with obligations relating to intellectual property and confidential information.

Intellectual property is anything unique that you physically create and you may develop intellectual property as a result of work undertaken during your Programme and/or through the use of University resources. You agree:

- to be bound by the terms of our Intellectual Property Management Code of Practice (see www.keele.ac.uk/policyzone/data/intellectualpropertymanagementcodeofpractice for a copy of this policy);
- that all intellectual property rights in course material provided to you by Us as part of your Programme are owned by Us, or licensed to Us, and you agree to only use such material for your own study purposes in connection with your Programme.

If you are aware that information you receive is confidential or it could be reasonably understood to be confidential, you must not disclose this information to a third party.

- i) Comply with any Fitness to Practise and Professional Standards:
 - You must comply with the requirements (including legal and professional requirements) of your Programme, including the disclosure of any spent and unspent criminal convictions and cautions, which may affect your registration status. If this is a requirement of your Programme, compliance with these requirements will be a condition of you remaining on the Programme. Full details of criminal convictions/cautions disclosure are set out in the Disclosure & Barring Service Policy and Procedure.
 - The University has a duty to ensure that any Students registered on a Programme which (i)

requires you to undertake practical training in a professional role in relation to patients, pupils, clients or service-users; (ii) where the end qualification provides a direct practising licence; and/or (iii) the end qualification is a requirement for a licence to practise, meet the required professional standards. If you are studying on one of these Programmes, you will be subject to Regulation B.5 of the University Regulations.

- If you fail to meet the obligations set out in this paragraph 4 i), We have the right to end this Contract in accordance with Section E.

j) Comply with any applicable Immigration Requirements:

We have legal obligations to comply with the requirements of UK Home Office Visas and Immigration (UKVI). Students who need a visa to study in the UK must ensure that their visa status is up-to-date and permits study to allow the University to meet its obligations to the UKVI. As part of this, we are required to report certain events or activities to the UKVI, including extensions, withdrawals to or termination from a Programme along with non-engagement in a Programme. Full details about what you are required to do will be set out in Our Offer. If you fail to meet these obligations, We have the right to end this Contract in accordance with Section E.

k) Comply with any requirements related to English as a foreign language:

All non-native English speaking students are required to undertake a diagnostic English language assessment either on arrival at the University or online following enrolment, to determine whether English language support may help you succeed with your studies. An English language module may be compulsory for some students during their first year at the University. If you do not meet the minimum requirements as set out in the Offer by the end of your first year with Us, We have the right to end this Contract in accordance with Section E.

Disability Support

If you have a disability or a long term health condition (including physical or mental health conditions), we encourage you to tell us as soon as possible, by

contacting us at support.dds@keele.ac.uk to enable us to discuss support arrangements with you.

If you are experiencing difficulties:

You are responsible for maintaining your own health and wellbeing and taking necessary action if you are experiencing difficulties. This might include:

- seeking assistance from the University Support services (which includes Counselling and mental health support; Student welfare; Residence Support; Wellbeing; Study Support; Sexual Violence; Disability and dyslexia support; and Bullying and Harassment) (see www.keele.ac.uk/students/student-services); and/or
- seeking alterations to your study arrangements (in accordance with the paragraph below).

Changes in circumstances:

If your circumstances change and they affect your ability to complete part of your Programme and/or an assessment, you can submit a claim for **exceptional circumstances**. These are circumstances beyond your control which you could not reasonably have foreseen and acted upon and either (i) will prevent you from completing an assessment at or by a specified time or (ii) will have a significant negative effect on your performance in that assessment. If We accept your claim, this may lead to adjustments in deadlines and examination dates. Further details of the procedure to follow are found under Regulation B.3 of the University Regulations.

In serious cases, you may also be able to request a break in studies (called a **leave of absence**). This is a temporary suspension of your studies for up to 12 months' duration and more details are set out in Regulation B.4 of the University Regulations. You are required to talk to your School in the first instance about such matters. We may consider a request to defer your place with Us by one academic year or for you to take a leave of absence for part or all of an academic year. We are not under an obligation to accept any request for a leave of absence, and this is at Our absolute discretion. You should be aware that there may be changes to the Programme and/or these Terms and Conditions and/or the University Regulations during the intervening period and, therefore, you may be required to join an alternative programme of study and asked to review the revised

Course Information and/or a revised set of Terms and Conditions prior to taking up your deferred place or returning to your studies. If there are any changes to the Contract, please refer to Section B for how these could affect you.

Complaints and appeals:

We provide opportunities for students to raise concerns with their School(s) and/or University support services and, in serious cases, students are able to submit a formal complaint. You are expected to raise any concerns about your experience as a student and/or as a campus resident at the point you are experiencing difficulties. Details of Our complaints process can be found at Regulation B.7 of the University Regulations.

We will provide you with opportunities to appeal the decision of University bodies, including decisions relating to your degree by the examination board. Please refer to:

<https://www.keele.ac.uk/sas/studentappealscomplaintsandconduct/> for more information about how We do this.

If you are unhappy with the outcome of your complaint and We have provided you with a "Completion of Procedures" letter, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk.

5) Our obligations to provide the Academic Services

As part of the Contract, We agree to:

- a) deliver the Programme as detailed in the applicable Course Information;
- b) while on campus provide library, and computing facilities that are suitable for students' needs and available as advertised;
- c) provide e-learning and online resources that are accessible and suitable to students' needs and available as advertised;
- d) provide an exceptional circumstances process that will ensure that as a student if you are affected by circumstances beyond your control which may affect your ability to submit work or attend an examination, you can submit

evidence of such occurrences for fair and equal consideration;

- e) provide an appeals procedure for academic, fitness to practise, fitness to study and disciplinary decisions; and
- f) provide reasonable support and pastoral care services through the University Support services (see www.keele.ac.uk/students/student-services).

6) Specific or unusual obligations

Your obligations are contained within these Terms and Conditions or within the documents referred to in these Terms and Conditions (e.g. University Regulations). We encourage you to make yourself aware of all the obligations but would specifically draw your attention to the following:

- a) Pre-enrolment: you are considered a student of the University even before you enrol on your Programme. Therefore breaches of the University's Disciplinary Regulation B.1 (www.keele.ac.uk/regulations/regulationb1) may in exceptional circumstances lead the University to undertake a disciplinary investigation which may result in your case being presented to a Temporary Exclusion Panel which can impose restrictions on you in relation to your future studies and access to campus and its facilities.
- b) withdrawal from the University: Section E and the University Regulations detail circumstances where You may be required to withdraw from the University. The full list of University Regulations can be found at <http://www.keele.ac.uk/student-agreement/> along with a list of the specific regulations which refer to withdrawal from the University; and
- c) disclosure of criminal convictions: We require applicants and students to declare relevant unspent criminal convictions after an Offer has been made to You. In accordance with the 'Procedure for the consideration of all applications from applicants declaring a criminal conviction' we may in exceptional circumstances withdraw the Offer made to You, or impose such conditions as deemed necessary to reduce or manage any risk either

to You or other members of or visitors to, the University. For further information see www.keele.ac.uk/study/undergraduate/apply/admissionscriteriaandpolicies/#criminal-conviction-declarations or the Criminal Convictions Declaration Procedure in the Policy Zone: www.keele.ac.uk/policyzone/az/.

B. How the Contract may change, and how changes could affect you:

(a) Changes to the Academic Services:

Your Programme will be delivered based on the information contained in the Course Information Document.

The University will use all reasonable efforts to deliver the Programme in accordance with the Course Information. However, you should note that the University undertakes a continuous review of its teaching and research provision to ensure Programmes are of a high quality. We always seek to balance flexibility within Our programmes with the effective management of Our resources across a diverse range of programmes. As a result of this ongoing review, where necessary and reasonable, We may need to make changes to the Course Information and so to your Programme or to other Academic Services from time to time.

The changes may be to:

- the content and syllabus of the Programme;
- the start date of the Programme, including by deferring it to another academic year;
- the availability, duration, location and content of placements and other work-based learning opportunities;
- the method, location, timetable and amount of teaching, lectures, seminars, supervisions and any other forms of instruction;
- the method and content of assessments and examinations;
- ancillary services and facilities by delivering them in a different way, from a different location or online or by replacing them with alternative but equivalent services and facilities;
- your start date at the University.

Where a change involves a change to the Course Information, We will refer to these as Major Modifications. Major Modifications may include:

- change of Programme or Award title (even if the content remains the same);
- core (compulsory) module(s) removed or added;
- core (compulsory) module title changes;
- changes to Programme assessment method listed in the Course Information;
- compulsory placement introduced or withdrawn;
- removal or addition of an additional year (e.g. placement year)
- changes to credit requirements
- new compulsory field trip introduced;
- changes to additional costs that are within School or University control; and
- changes to specific course regulations.

(Note this list is not exhaustive)

Where changes are made that do not require a change to the Course Information, We refer to these as Minor Modifications. Minor Modifications may include the introduction of a non-compulsory placement, or changes to individual assessments for example.

Examples of where it may be deemed necessary to make Major and Minor Modifications include but are not limited to:

- where it is necessary to reflect changes in the currency of knowledge in an area or practices around a subject or its delivery;
- as a result of decisions taken by external accrediting bodies or placement providers;
- where it is necessary to comply with a change in the law or government policy or guidance or to comply with any changes required or recommended by our regulators or by a professional, statutory or regulatory body;
- to improve the provision of Our services;
- to incorporate good practice;
- as a result of student feedback or performance;
- as a result of external examiner feedback;
- the departure, absence or unavailability of a key member of staff;
- to accommodate and react to refurbishment and development work taking place at Our campus facilities;

- following events beyond the University's control, as described in **Section E**; and
- you should also note that choice of subjects may be limited by considerations of timetable, staffing or available places.

If We make Major Modifications in accordance with this section B, We will aim to keep the changes to the minimum necessary and will notify you of the change as soon as possible and, if you have any questions, work with you to understand the effect on your position.

We will take reasonable steps to minimise the impact of any Major Modification by providing reasonable and proportionate support which could include helping you find an alternative Programme or institution or by offering you the chance to withdraw from the Programme. Should you withdraw from your studies during the course of an academic year, then you may be eligible for a refund of Tuition Fees in accordance with the arrangements described in **Section D** below.

If we need to make Minor Modifications, we will look to give you as much notice as possible, but we would not expect these changes to impact significantly on your Programme.

(b) Changes to University Regulations and Policies:

The University Regulations and Policies are living documents and are updated from time to time to reflect academic and sector good practice. We will notify you of any changes to University Regulations and Policies, at least on an annual basis, before you re-register for the next academic year.

We may need to make more significant changes to our University Regulations which affect how your degree is awarded, such as changes to the academic thresholds that determine whether students have successfully completed each year of the Programme or the way that degree classification is calculated. If We need to make these types of changes, we will either:

- (i) only apply these to new entrants onto degree programmes and those students required to repeat a level of study, (either owing to failure at that level of study or following an approved period of leave); or
- (ii) apply these to existing students as well as new students, where required by law or if considered of benefit to existing students. In these cases we will consult with existing

students before making any significant change.

In the case of i) above, if in these circumstances you are deciding whether to repeat a level of study, We will advise you of the revised University Regulations to help inform your decision-making.

(c) Other types of changes

Please refer to **Section D** for information about changes to Tuition Fees and Additional Fees.

We may make changes to these Terms and Conditions, or to any other document referred to within them, at any time if in the following circumstances:

- it is necessary to comply with a change in the law or government policy or guidance or to comply with any changes required by our regulators or by a professional, statutory or regulatory body;
- to improve the provision of our Academic Services;
- to incorporate good practice; or
- to reflect changes in University processes.

Revised terms will normally be brought into effect from the following academic year, unless it is necessary or in the interests of the majority of students to do so earlier. The University will notify students as early as reasonably practicable of the changes and will assist students as much as is reasonably possible to reduce the impact of any Major Modification changes made.

C. University Life

Your accommodation:

If you have secured a place in University accommodation, this is subject to your continued registration with the University, and your rights to occupy University accommodation will end if this Contract ends. The specific terms and conditions regarding the provision of accommodation, the payment of accommodation fees and the responsibilities of both parties are detailed in a separate contract.

Our campus:

We continuously invest in the quality of our campus facilities. Improvement works may be ongoing on campus during your time at the University.

Redevelopment and refurbishment may cause some disruption, though We will undertake to minimise this wherever possible. Where any such redevelopment and refurbishment work will impact directly on the Academic Services we will deal with any change needed in accordance with Section B.

Car Parking:

The University does not provide any guarantee of car parking as part of the Contract. Car parking is made available on a purely discretionary basis by the University and may be withdrawn at any time. Other Fees may apply to these services. Further information regarding student car parking can be found here: <https://www.keele.ac.uk/connect/howtofindus/parking/studentparking/>

Communication:

To make sure you are kept up to date by Us from time to time, you will need to review your University email account regularly, and use it as your primary means of communication with Us. Email will be used, for example, to advise you of practical arrangements associated with your classes, as well as formal communications such as confirmation of your module results, progression outcome and final award. If We need to formally communicate with you in relation to these Terms and Conditions, We will use your University email address.

You are responsible for providing the University with up-to-date information including your home address and contact details. You will be required to use the on-line student portal, known as eVision, to amend your records. Prior to enrolling at the University, you will be provided with the required details to enable you to access the eVision system.

Data Protection

By entering into this Contract and registering at the University, you acknowledge that the University will hold and process your personal data, including some sensitive personal data (e.g. data relating to disability, ethnicity, health, criminal convictions, wellbeing and sexuality). The University will hold and process this data in accordance with its obligations as a Data Controller under the General Data Protection Regulation and the Data Protection Act 2018 (including any laws which replace, extend, re-enact, consolidate or amend that legislation) and also in accordance with our Data Protection Policy in the Policy Zone: www.keele.ac.uk/policyzone/az. Further information on how the University will process your personal data

can be found in our Applicant and Student Privacy Notice, together with your connected rights: <https://www.keele.ac.uk/privacynotices/privacynotice-students/>

D. Financial Matters

Fees:

By accepting Our Offer, you are agreeing to pay the Tuition Fees and the Additional Fees in connection with your Programme. You will be responsible for paying these fees when due as further described in this Section D.

Please note that if you have a third party or sponsor paying your Tuition Fees on your behalf, you will be responsible for paying the Tuition Fees due to Us if that third party fails to pay Us the Fees when due.

Information about Tuition Fees and Additional Costs is provided in the relevant Course Information Document (for undergraduate Programmes); or in the Offer Letter (for postgraduate Programmes).

Fee increases:

Tuition Fees are reviewed and revised on an annual basis, and We can make changes as described in this Section D.

Note: Fee increases outlined in these Terms and Conditions only apply to the Programme for which you maintain a continuous registration (i.e. 'in-course' fee increases). Any change of Programme will be treated as a new period of study and will be subject to the Terms and Conditions in place at the time of the Programme change.

UK Undergraduate students

The fees for these students are regulated by government. The University reserves the right to increase fees in response to changes in government policy and/or changes to the law. Such fee increases are normally calculated by reference to the published UK Retail Price Index excluding mortgages (RPIX). If permitted by such change in policy or law, We may increase your fees and/or other charges up to the maximum increase permitted by government policy or the law.

The University will aim to notify UK undergraduate students if We intend to increase your fees in writing

by 30 April immediately preceding the academic year to which the fee increase will apply. However, if government policy decisions cause a delay in this notification date, We will aim to notify you as soon as possible after this date.

International students and UK Postgraduate students

We reserve the right annually to increase your Tuition Fees and/or Additional Fees by a maximum of RPIX for the year ending 28 February (or 29 February in a leap year) immediately preceding the academic year to which the fee increase will apply.

The University will notify international students or UK postgraduate students if We intend to increase your fees in writing by 30 April immediately preceding the academic year to which the fee increase will apply.

For example:

If We decide to increase fees and/or other charges for the academic year 2020/21, We will use the RPIX inflation figure for the year to 28 February 2020. If for example the RPIX figure at this point is 3% then We may increase the fees and/or other charges for the year by a maximum of 3%. We will inform you of any increase in fees by 30 April 2020.

Leave of absence:

Students taking a break in studies approved and agreed by the University will maintain their registration status providing they communicate with the University according to stated timescales and provide the necessary documentation requested by the University to re-engage with their studies.

Payment terms:

All Undergraduate students and International Postgraduate students

Unless notified to you otherwise, Tuition Fees are payable in a single payment in October of each academic year, or in two equal instalments in October and January of each academic year, unless you are eligible for a tuition fee loan that is paid directly to the University on your behalf by the Student Loan Company. Full details about how you can pay for your Tuition Fees are set out in our Offer.

All UK Postgraduate students

Unless notified to you otherwise, Tuition Fees are payable in a single payment on commencement of your course, or in six equal instalments over the first six

months of your course (providing your course is of at least six months in duration). Full details about how you can pay for your Tuition Fees are set out on the following page: www.keele.ac.uk/finance/income.

University Scholarships and Bursaries

Applicants will be notified in their Offer whether they are eligible for any University scholarships and bursaries based on the information provided by you on application. The University reserves the right to withdraw a scholarship/bursary if it is later identified that the information does not meet Our validation requirements.

Tuition Fees do not include the following:

- Additional Fees, which are those additional costs associated with your studies, which are mandatory, further details on which are included in the Course Information Document or Offer Letter as applicable; or
- Other Fees, which include (this is not an exhaustive list):
 - printing and photocopying
 - Travel and car parking costs
 - accommodation fees
 - costs that you may agree to pay to the University or third party providers operating concessions or providing other services at the University, including, for example, leisure activities, clubs, sporting activities, shops
 - expenses associated with graduation e.g. gown hire, refreshments, your travel expenses.

Costs associated with other optional services are not part of this Contract.

If you leave the University before completing your Programme:

If you leave the University before completing your Programme, as a result either of your actions or of Ours, you may be eligible for a partial refund of Tuition Fees paid in that academic year. The terms of this refund are set out in the Charging and Payment of Student Fees Policy (see the Policy Zone www.keele.ac.uk/policyzone/az).

Debts:

In accordance with the University Regulations, We shall be entitled to withhold or delay the conferment of

academic awards, withdraw facilities from, terminate the registration of or refuse to enrol or re-register persons who owe academic-related monies. Our response will always be proportionate to the level of debt you owe to the University, will take into account the specific circumstances of the non-payment and will only be taken where Our attempts to recover those debts using Our debt recovery processes have failed. We will always look to apply Our own processes before engaging with any third party debt recovery service.

E. Legal Provisions

Liability:

We will be liable to you for any loss or damage you suffer that is a foreseeable result of Our breach of this Contract or if We fail to carry out Our obligations under this Contract to a reasonable standard, but not to the extent that such failure is attributable to your own fault or the fault of a third party that is not within our control. We will not be liable for loss or damages which were not foreseeable. Losses are foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this Contract. Unless required otherwise by law, Our liability for all loss or damage suffered by you shall be limited to the Tuition Fees payable by you to the University whilst registered on your Programme.

We do not exclude or limit in any way Our liability for:

- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which We are not permitted to exclude or limit Our liability for by law.

Whilst the University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept responsibility, and expressly excludes liability, for:

- any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by Us and to personal equipment such as mobiles, tablets and laptops) unless caused by Our negligence. You are advised to insure your property against theft and other risks;

- work submitted for assessment that is not returned, unless otherwise expressly agreed at the time of submission;
- personal injury or death except in so far as it is caused by Our negligence; or
- loss of opportunity and loss of income or profit, however arising.

For the avoidance of doubt, the University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

Events outside Our control:

We will not be liable to you for events outside Our control which We could not have foreseen or prevented even if We had taken reasonable care. Events outside of Our control include but are not limited to:

- industrial action;
- over or under demand from students;
- staff illness;
- significant changes to Our funding or to government direction to higher education;
- severe or adverse weather including flooding;
- fire;
- terrorism;
- civil disorder;
- political unrest;
- war, whether declared or not;
- national or local government or other public authority restrictions; and
- pandemic, epidemic or concern with regard to the transmission of serious illness.

In such circumstances, We may change parts, or all, of your Programme or other Academic Services in accordance with section B above. If change(s) in accordance with section B are not possible or practicable, neither you nor the University will be liable to the other for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

The Student Protection Plan

The University's Student Protection Plan has been approved by the Office for Students. The plan outlines

the measures in place to preserve continuation of study for students and covers what happens in the event of major changes to a Programme, a Programme closure, arrangements for programmes with other providers, arrangements for visa-sponsored students in the event the University loses its licence to sponsor students, insurances and estates risks, significant events affecting the University and closure of the University. The approved Student Protection Plan can be found here: www.keele.ac.uk/student-agreement.

Ending this Contract:

Our rights to end this Contract

We may end this Contract with immediate effect in writing and withdraw you from your Programme (or be entitled to refuse to register / re-register you on your Programme), in any of the circumstances listed below.

Withdrawal from your Programme means that you will no longer be registered as a student and you shall be required to stop studying on your Programme and leave the University immediately (but you may still be liable for Fees). Reasons for withdrawal include:

- you do not meet (or continue to meet during your attendance on the Programme) any conditions for your Programme as set out in Our Offer;
- you provide Us with fraudulent information or information which is untrue, inaccurate, incomplete and/or misleading;
- if, in Our reasonable opinion, you have failed to supply Us with all the relevant information relating to your application including a failure to disclose a relevant criminal conviction in accordance with the 'Procedures for the consideration of all applications from applicants declaring a criminal conviction';
- if, in Our reasonable opinion, any qualification or status has been obtained by fraud;
- you do not register or re-register within prescribed timescales provided to you in advance;
- between accepting an offer and starting your Programme, there is a change of your circumstances which, in Our reasonable opinion, makes it inappropriate for you to study on your Programme;
- We become aware of information about you which We did not previously know and which,

in Our reasonable opinion, makes it inappropriate for you to study on the Programme.

- following an assessment of any relevant criminal conviction disclosure made by you, in accordance with the 'Procedure for the consideration of all applications from applicants declaring a criminal conviction' We may withdraw your Offer/end the Contract or put in place certain conditions as appropriate;
- as permitted by the University Regulations, including in accordance with Our disciplinary or fitness to practise procedures or by a decision of an examination board based on your academic performance;
- you fail to comply in a material way with any of your obligations set out in these Terms and Conditions or in the University Regulations;
- you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are required to attend or be a member of as part of your Programme;
- if you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
- where your behaviour, in Our reasonable view, represents a significant risk to the health, safety or welfare of yourself or others;
- your continuing registration with the University puts Us in breach of any of Our legal obligations to comply with UK immigration or other requirements;
- you have, in Our reasonable view, failed persistently to pay your Tuition Fees and ignored formal reminders;
- you do not, in the case of being offered a repeat year, confirm your wish to repeat the year by the specified deadline.

If We end this Contract for one or more of the reasons listed above, this will not restrict Our ability to take any action against you that We have a right to take.

Your right to end this Contract

You have the right to terminate this Contract as follows:

- where you disagree with a Major Modification We propose making as set out in Section B. The provisions of Section D will apply to any refund you may be due as a result of your wish to terminate in this way; or
- where We are in material breach of Our obligations to you (as described in Section A) and where We have failed to remedy that breach after you have asked Us to do so. You may be entitled to a proportionate refund of any Tuition Fees and/or Additional Fees paid to Us in such circumstances, and you will have no further liability to Us for Tuition Fees from the date you terminate for reason of Our breach. If there is a breach of services which are covered by any Additional Fees then you may be entitled to a partial or full refund of those Additional Fees.

This Contract may be ended by you at any time if you wish to leave the University and these Terms and Conditions will cease to apply – subject to the full and final settlement of any outstanding Tuition Fees and Additional Fees.

If this Contract ends for any reason, this may result in a partial refund of Tuition Fees. Further details are provided in **Section D**.

Your legal right to cancel:

After you have accepted the Offer (as detailed in Section A), you have a legal right to cancel the Contract by informing Us within 14 days (the “Cancellation Period”).

If you wish to cancel the Contract within the Cancellation Period, you must notify Us by either sending to Us the cancellation form at Appendix 1 of these Terms and Conditions, or by making any other clear statement to Us stating your decision to cancel the Contract. You may also email Us at admissions@keele.ac.uk and entitle your e-mail “cancellation”. Please provide Us with either your UCAS ID or your Keele ID number and your Programme details.

To meet the cancellation deadline, it is sufficient for you to send your communication before the

Cancellation Period has expired. Unless you are due to start your course within the Cancellation Period, if you cancel the Contract within this period, We will refund you any Fees that you may have paid to Us as soon as possible, but in any event, no later than 14 days of you notifying Us of your wish to cancel the Contract. We will refund you any sums due using the same payment method that you used to pay the Tuition Fees.

We may start to provide you with your Programme before the end of the Cancellation Period if, for example, you are only applying to Us very soon before the Programme is due to start and we will treat your acceptance of the Offer in these circumstances as your express agreement to the Programme starting within the Cancellation Period. If you have started your Programme before the end of your Cancellation Period this will not prevent you from cancelling the Contract during that Cancellation Period. However, if you decide to cancel the Contract once We have started to provide these Services to you, then We will be entitled to deduct from any refund a fair amount to reflect the benefit of the Programme you will actually have received until you notified Us of your wish to cancel.

Further details about how you can cancel your Contract within this 14 day cancellation period are set out in the Offer.

General legal provisions:

These Terms and Conditions, the University Regulations and Policies, the Course Information and the Offer are intended to be mutually explanatory. In the event of a discrepancy, then the order of precedence shall be (1) these Terms and Conditions; (2) the University Regulations and Policies; (3) the Course Information; (4) the Offer.

This Contract is personal to you. You cannot transfer it to a third party. A person who is not a party to this contract (including, without limitation, any third party responsible in whole or in part for payment of your Tuition Fees) shall not have any rights under or in connection with it.

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority

decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We fail to insist that you perform any of your obligations under this Contract, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations.

We may transfer Our rights and obligations under this Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Contract.

Law and Jurisdiction:

This Contract shall be governed by the law of England and Wales. You and We both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Appendix 1

Model Cancellation Form

To Keele University Admissions Department

I hereby give notice that I cancel my Contract in connection with the following programme:

Offer letter dated:

Name of student:

UCAS and/or Keele ID number:

Signature of student:

Date:
