

Student Agreement

1. DEFINITIONS

The University, Us, We	University of Keele and its employees
You	Registered student of the University
Enrolment	The process of first registering as a student at the University.
Re-registration	The process of renewing your registered student status on an annual basis.
Academic Session	All or part of an academic year, such as a semester.
Award Titles	<p>The title of the award is comprised of two parts: the award (abbreviated e.g. BA (Hons) - with Hons meaning 'with honours') and the subject discipline.</p> <p>For undergraduate study the University offers the following awards:</p> <p>BA - Bachelor of Arts BSc - Bachelor of Science LLB - Bachelor of Laws MBChB – Bachelor of Medicine, Bachelor of Chirurgie MSci – Integrated Master’s in Science MChem - Integrated Master’s in Chemistry MComp - Integrated Master’s in Computing MGeoscience – Integrated Master’s in Geoscience MMath - Integrated Master’s in Mathematics MPharm - Integrated Master’s in Pharmacy</p>
Core Modules	Modules that are necessary to ensure you achieve the learning outcomes for your course. Core modules can either be compulsory or optional (when you are asked to select one or two from a small pool of modules).
Elective Modules	Modules that are chosen by you from a broader list of modules, including your subject and other subjects, and which contribute to the credit requirements of your course. The availability and range of elective modules can vary from year to year.
FHEQ	<p>The Frameworks for Higher Education Qualifications (FHEQs) of Degree-Awarding Bodies in England, Wales and Northern Ireland are national frameworks setting out the requirements for qualifications at each level. The FHEQ levels are as follows:</p> <p>FHEQ level 3 = Foundation or pre-undergraduate study FHEQ level 4 = 1st year of undergraduate study (Certificate of Higher Education) FHEQ level 5 = 2nd year of undergraduate study (Diploma of Higher Education) FHEQ level 6 = 3rd year of undergraduate study (Bachelor’s Degree) FHEQ level 7 = 4th year of an Integrated Master’s degree</p>
Withdrawal	The process of terminating your registration as a student.
Leave of Absence	A temporary suspension of your studies for up to one academic year, in accordance with University Regulation 10: Student Health and Leave of Absence
Extenuating Circumstances	A circumstance that is beyond your control and which could not have reasonably been foreseen and acted upon that will prevent you from completing an assessment at/or by the specified time, or will have a significant negative effect on your performance in that assessment.
Course Regulations	Defining for individual courses where certain expectations or responsibilities differ from the relevant University Regulations. Normally these relate to professional and accredited courses, for example, where the pass mark or minimum attendance requirements are more stringent than those set out in the University Regulations.

University Regulations	The University's regulations, policies and procedures available on the University website and providing information on the academic threshold for passing each module and each year of study, key responsibilities for students and key processes throughout the lifecycle of their studies.
Course Information Document	A document accompanying this agreement that provides an overview of your course, based on the documentation used for accreditation and quality review purposes within the University and by external agencies. This document should be used as the primary source of up-to-date information at the point you are considering our offer of a place. If you have applied to study two subjects as part of your course, you will receive one Course Information Document for each subject.
PSRBs	Professional, Statutory & Regulatory Bodies

2. Key documentation

- 2.1 This agreement should be reviewed in conjunction with the Course Information Document that was also sent out with the formal offer of a place at the University.
- 2.2 The following documentation provides information relating to the course and studying at the University, but these are subject to amendments and, therefore, should be considered as secondary to this agreement and the Course Information Document.
- Programme Specifications – which provide details for each subject in terms of Core Modules, the range of Elective Modules that may be offered and the intended learning outcomes for single honours programmes and/or where a subject is studied jointly with another subject (dual honours programmes).
 - Student handbooks – These are sometimes given in hard-copy to students and/or are available on the website of the relevant school. They provide practical information about the course and key contacts.
 - Course Regulations – these are normally available on the webpages for the School and/or in student handbooks.

3. The University's Responsibilities

Related to your studies

- 3.1 We aim to provide a high standard of teaching, assessment and learning support by well-qualified, professional staff.
- 3.2 We use reasonable endeavours to provide good quality information concerning your course in the prospectus, on our website and in student handbooks.
- 3.3 The University will do all that it reasonably can to provide educational services as described in the prospectus, on the website, or in other documents issued by it, to appropriately Enrolled students. Sometimes circumstances beyond the control of the University mean that it cannot provide the educational services described. Examples of such circumstances include:
- the acts of any governmental or local authority;
 - the unanticipated departure of key members of University staff;
 - the demands of the timetable and the availability of academic staff to deliver specialist modules, which cannot be delivered by staff who do not have the relevant specialist expertise;
 - where the numbers recruited to a course or module are so low that it is not possible to both deliver an appropriate quality of education for students enrolled on it, and to ensure an excellent Learning & Teaching experience; industrial action by University staff or third parties;
 - power failure;
 - acts of terrorism;

- damage to buildings or equipment.

In these circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to those students who are affected by, for example, offering those students the opportunity where reasonably possible to move to another course, another institution or by delivering a modified version of the same course, but to the full 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.

3.4 The University may also need to make changes relating to a course for external reasons, such as:

- as a result of the evaluation of student feedback and student performance profiles identified as part of annual review processes, to ensure we continually enhance our programmes. Changes in these circumstances will usually be made for the benefit of students;
- amendments to arrangements associated with course-related placements as a result of the actions of placement providers;
- as a result of decisions taken by external PRSBs for professional courses and/or changes made by Health Education England for NHS-sponsored courses;
- The currency of knowledge in a discipline area.

3.5 Where exceptionally there are changes to the structure and core content of your course, and where these are not as a result of the circumstances set out at paragraphs 3.3 and 3.4 above, you will be contacted and asked to provide consent to the changes. If you are unwilling to continue studying the revised course then we will use reasonable endeavours to find an alternative course at the University or with an alternative provider. Should you withdraw from your studies during an Academic Session, then you may be eligible for a refund of tuition fees in accordance with the arrangements described in paragraph 4.20 below.

3.6 Should the external accreditation for your course (only applicable to some professional courses) be removed during the time you are studying with us, we will make reasonable endeavours to find an alternative accrediting body, or an alternative course with another provider and make the necessary arrangements associated if you accept the proposed transfer.

3.7 We will advise you in advance of any practical changes, for example, to teaching venues and times and other arrangements such as deadlines for assessments and/or examinations.

3.8 We will attempt to minimise changes to our core teaching teams, however, delivery of the course depends on having a sufficient number of staff with the relevant expertise to ensure that the course is taught to the appropriate academic standard.

3.9 We will undertake regular reviews to evaluate the quality of teaching, learning opportunities and information provided. Depending on the circumstances, these may involve external and independent organisations and individuals.

3.10 The University will seek feedback from our students through a variety of channels and take action deemed appropriate based on the academic judgement of faculty staff.

3.11 The University Regulations are published on the University website. You will be advised of changes to University Regulations, at least on an annual basis before you Re-register for the next academic year.

3.12 The University Regulations will provide information on the formula used to calculate the classification of your degree. The University is responsible for setting and maintaining its standards and is assisted in doing so by engaging external examiners to provide independent external scrutiny.

3.13 From time-to-time, significant changes may be made to the University Regulations affecting students and their studies. For example, the University Senate may change the academic thresholds that determine whether students have successfully completed each year of the course and/or the way the degree classification is calculated. Students who progress through their degree course according to normal timescales will be unaffected by these changes and will therefore be subject to the University Regulations that applied when they commenced their course. However, new entrants onto degree courses and

students required to repeat a level of study, either owing to previous failure at that level of study or following a Leave of Absence, will be subject to any new University Regulations. In these circumstances, when you are deciding whether to commence your degree course or repeat a level of study, we will advise you of the revised University Regulations to inform your decision-making.

- 3.14 The University may alter the portfolio of degree courses that are available. Students who progress through their degree course according to normal timescales will be unaffected by this and will continue to study their chosen course as normal. However, new entrants onto degree courses and students required to repeat a level of study, either owing to previous failure at that level of study or following a Leave of Absence, will only be able to study a course that is being offered in that academic year at that level of study. In these circumstances, when you are deciding whether to commence your degree course or repeat a level of study, we will advise you of the revised portfolio of degree courses available to inform your decision-making.
- 3.15 We will communicate to you via your University email account and exceptionally by post to the home address you have provided, if we need to contact you during vacation time.
- 3.16 We will provide a range of learning resources to meet your learning needs. Your teaching team(s) will review on a regular basis the range and quality of these materials.
- 3.17 We will provide feedback on your assessments in a timely manner and in a level of detail deemed appropriate by academic staff based on the assessment activity and your performance. Normally this feedback will be in a typed form, but in some circumstances the feedback may be hand-written or verbal.
- 3.18 We will ensure that student representatives are involved in the work and decision-making of University committees including the supreme academic committee, the Senate.

Complaints, appeals and conduct

- 3.19 We provide opportunities for students to raise concerns with their School(s) and/or University support service departments, and in serious cases to submit a formal complaint. Details of our complaints process can be found in Regulation 26 on the University website.
- 3.20 If your circumstances change, affecting your ability to complete part of your course and/or an assessment or examination, we offer you the opportunity to submit an Extenuating Circumstances claim; which, if accepted, will result in adjustments to deadlines and examination dates. Further details are provided in Regulation 13 (Extenuating Circumstances) and in other documentation provided by your School.
- 3.21 We will provide you with opportunities to appeal the decisions made by an Examination Board relating to individual marks, the progression outcome of any year of study, the classification of your degree or if an examination board has requested you be Withdrawn from the University for lack of engagement with your studies and/or assessments. Such academic appeals can be made in the following circumstances and further details can be found in University Regulation 7:
- Where you believe there has been a procedural irregularity in the conduct of the assessment or the academic warnings procedure; or
 - Extenuating Circumstances, providing that these circumstances were not known by the Board of Examiners at the time it made its decision, that these circumstances can be substantiated, and that there is a valid reason for not notifying the Board of Examiners in advance.
- 3.22 We provide opportunities to appeal against action taken in relation to University Regulation 8 (Academic Misconduct), University Regulation 18 (Fitness to Practise), University Regulation 20 (Student Discipline). Details concerning the grounds for appeal and the process to be followed are provided in the relevant University Regulation.

Unforeseen circumstances

3.23 We will take all reasonable steps to minimise disruptions caused by unforeseen external circumstances such as an epidemic, loss of a major teaching resource due to accidental or malicious damage and/or industrial action. In such circumstances we will inform you if you are affected and implement relevant policies and procedures (published on the University website) designed to address such situations. See also paragraph 3.3 above.

4. Your Responsibilities

Responsibilities concerning your studies

- 4.1 You will take responsibility for your own learning to become an independent learner, seeking help and highlighting issues as and when they arise.
- 4.2 You are expected to meet the academic requirements of your course and to engage fully with your studies, including:
- attending learning and teaching events specified by your School(s);
 - submitting all assessment by the specified deadlines;
 - attending all University examinations;
 - notifying your School(s) in advance of the class or learning and teaching event (according to arrangements specified by your School) if you are unable to attend for medical or personal reasons.
- 4.3 You are expected to seek clarification and advice on your course if you have any concerns or queries, either as a result of communications from us regarding your course or as a result of your own learner journey. For example, help is available when you are identifying preferences in terms of choosing elements of the course such as the choice of Elective Modules.
- 4.4 You will be expected to comply with all University policies relating to University-provided resources, in particular University Regulations 11: Residence on Campus and University Regulation 15: Library) as well as the University's IT terms and conditions, Acceptable Use Policy and Copyright Licensing Requirements.
- 4.5 You will provide feedback and participate in internal or external quality assurance processes when requested by your School or the wider University, to support our ongoing programme of continuous development and maintenance of high quality standards.
- 4.6 You will take responsibility for reading and complying with University Regulations, which are provided on the University website. If you are in doubt about the expectations and how they relate to you and your studies, you should seek expert advice from either relevant University staff or the ASK service in Keele Students' Union.
- 4.7 You are expected to comply with the legal and/or professional standards and requirements of your course, including the disclosure of any unspent criminal convictions and cautions, which may affect your registration status. Full details are set out in the Disclosure and Barring Service Policy and Procedure (on the University website).
- 4.8 For courses where your studies involve practical training in a professional role in relation to patients, pupils, clients or service providers, or where the end qualification provides a direct licence to practise or is a requirement for a licence to practise you will be subject to prescribed professional standards and University Regulation 18: Fitness to Practise (or a course-specific regulation on Fitness to Practise).
- 4.9 You are required to comply with all requirements concerning immigration and visas as set out by the Home Office at that time. See also paragraph 9.1.d. below.
- 4.10 All non-native English speaking students are required to undertake a diagnostic English language assessment on arrival at Keele, to determine whether English language support may help them succeed with their studies. An English language module may be compulsory for some students during their first year at Keele.

If you are experiencing difficulties

- 4.11 You are expected to raise any other concerns about your experience as student and/or as a campus resident at the point you are experiencing difficulties. For example, concerns may involve access to, or quality of, resources or services. You will follow appropriate complaints or appeals processes within the timescale set out in the relevant University Regulations (see. Para. 3.18-21 above).
- 4.12 You are responsible for maintaining your own health and wellbeing and taking necessary action if you are experiencing difficulties, such as:
- seeking expert medical advice;
 - informing your School;
 - seeking assistance from University support services (as appropriate); and/or
 - seeking alterations to your study arrangements, such as submitting an Extenuating Circumstances claim (see para. 3.19 above), and in serious cases requesting a break in studies (called a Leave of Absence). You are expected to talk to your School in the first instance about such matters.

Communication and personal data

- 4.13 You are expected to review your University email account regularly and use it as your primary means of communication. Email will be used, for example, to advise you of practical arrangements associated with your classes and other learning and teaching events, as well as key dates for you to take action, as well as confirmation of your progression or award outcome.
- 4.14 You are responsible for ensuring the University holds up-to-date information including your home address and contact details. You are expected to use the on-line student portal to amend your records.
- 4.15 By signing and returning this agreement you are consenting to the University holding and processing your personal data, including sensitive personal data, for example, concerning your health and wellbeing, sexuality, racial/ethnic origins and criminal convictions. We will handle and store your data in compliance with our obligations under the Data Protection Act, as set out in the University's Data Protection Policy available on our website.

For a full list of the purposes for which the University processes personal data, please see its entry on the register of data controllers held by the Information Commissioner at:

<https://ico.org.uk/ESDWebPages/DoSearch?reg=636152>

Payment of Fees

- 4.16 The Course Information Document provides information on tuition fees and other costs associated with your course, which you agree to pay by accepting our offer.
- 4.17 Tuition fees and other costs listed in the Course Information Document are reviewed and revised on an annual basis, and we can make changes as described below.

4.18 International students and Home Postgraduate students

We reserve the right annually to increase your fees and/or other charges by a maximum of the published UK Retail Price Index excluding mortgages (RPIX) for the year ending 31 March 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 2018/19, we will use the RPIX inflation figure for the year to 31 March 2018. If for example the RPIX figure at this point is 2% then we may increase the fees and/or other charges for the year by a maximum of 2%.

4.19 Home Undergraduate students

The fees for these students are regulated by government. Keele reserves the right to increase fees in response to changes in government policy and/or changes to the law. If permitted by such change in policy or law, we may increase your fees and/or other charges by a maximum of the published RPIX (or such other measure as required by government policy or the law).

- 4.20 The University will notify you if we intend to increase your fees in writing by 30 April.
- 4.21 Students taking an agreed break in studies (known as a Leave of Absence) maintain their registration status providing they communicate with the University according to agreed timescales and provide the necessary documentation requested by the University to re-engage with their studies.
- 4.22 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. The deadlines for tuition fee payments in October and January can be found on the University website.
- 4.23 Tuition fees do not include the following:
- Accommodation fees
 - Additional charges associated with your studies
 - Printing and photocopying
 - Expenses associated with graduation e.g. gown hire, refreshments, your travel expenses.
 - Parking
- 4.24 With the exception of accommodation fees (see paragraph 5 below), details of the above costs are included in the Course Information Document.
- 4.25 If you leave the University before completing your course, as a result either of your actions or of ours, you may be eligible to apply for a partial refund of tuition fees paid in that Academic Session. The terms of this refund are set out in the Tuition Fee Charging Policy which is issued on annual basis on the University website.

5. University Accommodation

- 5.1 A place in University accommodation is subject to your continued registration with the University. 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 agreement.

6. Students' Unions

- 6.1 Both the Keele Students' Union and the Keele Postgraduate Association (KPA) provide services and resources to students with financial support provided by the University. However, they are separate legal entities and responsible for running their own operations.
- 6.2 Both the Students' Union and KPA have their own complaints processes. Should you ever have a complaint and having exhausted their processes, then you can raise your concerns with the University by writing to the Secretary to the University Council. Details are provided in the University Ordinances XV and XVI.

7. Liability

- 7.1 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 to students' equipment caused by computer viruses, and for the consequences of any such damage.
- 7.2 The University does not exclude or limit in any way its liability for:

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

8. Intellectual Property

- 8.1 Intellectual property comprises know-how and information, including, but not exclusively restricted to the following:
- films, videos, photographs, digital images and multi-media productions made with the aid of patentable and non-patentable inventions if the latter may reasonably be considered to possess commercial potential;
 - Works generated by computer hardware or software owned or operated by the University;
 - Other computer software, firmware and related material;
 - Registered and unregistered designs and silicon chip topographies.
- 8.2 Intellectual property may be created as a result of work undertaken during your studies and/or through use of University resources.
- 8.3 The University does not own intellectual property generated by undergraduate students, or that of taught postgraduate students, including taught Masters, PGCE students and the taught phase of Professional Doctorates.
- 8.4 Further information can be found in the University's Intellectual Property Policy.

9. Termination

- 9.1 This Agreement may be terminated by the University with immediate effect by notice in writing that you are being Withdrawn from the University, in one or more of the following circumstances:
- You fail to meet the general admissions requirements or provide us with fraudulent information concerning prior qualifications, and/or fail to Enrol or Re-register within prescribed timescales provided to you in advance in writing via email;
 - You fail, in the view of a University Examination Board, to have reached the required academic standards to proceed with your course and you have exhausted all reassessment opportunities ;
 - You fail, in the view of a University Examination Board, to have engaged appropriately with your studies, in accordance with the Academic Warning Policy and regulations concerning engagement with assessment and/or examinations (University Regulations 1A.9, 1B.9, 1C.9, 1F.9, 1G.9, 2A.9, 2B.9);
 - If you hold a Tier 4 visa, you do not present a valid passport, visa and/or other documentation requested by the University to meet Home Office requirements; and/or do not attend a Tier 4 checkpoint event; and/or fail to engage on ten consecutive learning and teaching events;
 - You fail to respond to the University and/or to submit the relevant documentation concerning a return to study following a Leave of Absence, within the prescribed timescales provided to you in advance and in writing by the University.
 - If in the opinion of the University, having sought expert advice and having conducted a review, that you are not deemed in a fit state of health to continue your studies, under the provisions of University Regulation 10: Student Health and Leave of Absence. These circumstances are exceptional and very rare.
 - You have, in the view of the Director of Finance and IT, failed persistently to pay your tuition fees and ignored formal reminders, in breach of the Tuition Fee Charging Policy.
 - You have been found by either a Discipline Committee as a Stage Three Discipline case (under the provisions of University Regulation 20 Student Discipline) or by the Vice-Chancellor (under the provisions of Statute 6) to have undertaken serious actions in breach of University Regulation 20.

- (i) Your conduct has been found to breach professional standards in the view of a Fitness to Practise Committee in accordance with University Regulation 18: Fitness to Practise.
- (j) You have been found to have committed repeated and serious academic misconduct in the opinion of an Academic Misconduct Panel, in accordance with University Regulation 8.12: General Regulations for University Examinations and Assessments;
- (k) You do not, in the case of being offered a repeat year, confirm your wish to repeat the year by the specified deadline.

9.2 You will be given the opportunity to appeal the above decisions providing you meet the relevant appeals criteria. See paragraphs 3.18-21 above and the University Regulations on the University website.

9.3 This agreement may be terminated by you at any time if you wish to leave the University.

9.4 Termination of the agreement may result in a partial refund of tuition fees. See paragraph 4.20 above.

10. Cancellation

10.1 This agreement can be cancelled at any time prior to you Enrolling with the University and commencing your studies, or within 14 days of commencing your studies, by writing to admissions@keele.ac.uk and titling your email 'cancellation'. Please provide us with either your UCAS ID or your Keele ID number (if you have already Enrolled) and the course details.

11. Deferral or Leave of Absence

11.1 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. You should be aware that there may be changes to the course and/or the terms and condition during the intervening period and, therefore, you may be asked to review a revised Course Information Document and/or a revised Student Agreement prior to taking up your deferred place or returning to your studies.

12. Law

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.