

**De Montfort University****Student Contract**

The terms and conditions set out in this Contract take effect when you accept an Offer to study from De Montfort University (university, we, us and our). Please read them through carefully before you accept your offer.

It is important that you read through this entire document because by accepting your Offer, you are accepting the terms and conditions set out in this Contract and any documents referred to in this Contract.

**1. Definitions**

We use some words repeatedly in this Contract, which we intend to have certain meanings. Please read these carefully so you understand what we mean when we use them.

| <b>Term</b>                | <b>Definition</b>                                                                                                                                                                                                                                                                                    |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Additional Costs</b>    | costs you may need to cover in addition to your Tuition Fees such as field trips or materials, which we refer to at clause 7;                                                                                                                                                                        |
| <b>Bursary/Bursaries</b>   | a financial award usually given to a student by the university on the basis of financial need, and which is usually non-repayable by the student. Details of the Bursaries available, and the terms and conditions which apply to them, can be found at <a href="#">Scholarships and bursaries</a> ; |
| <b>Cancellation Period</b> | the 14-calendar day statutory period for cancellation of this Contract referred to at clause 3;                                                                                                                                                                                                      |
| <b>CAS</b>                 | the Confirmation of Acceptance for Studies statement for a student visa application, which contains your unique CAS reference number, information about your course of study and your personal details;                                                                                              |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <b>Charges</b>               | payments you may be required to pay to us in relation to the use of services, including but not limited to sports facilities; fines for your late return of our equipment (such as library materials or IT equipment); not returning sports equipment; or payments in relation to certain opportunities which are not work placement opportunities such as DMU Global, all of which are separate from your Tuition Fees; |
| <b>Contract</b>              | this agreement between you and us, the Key Documents and any documents listed in your Offer letter;                                                                                                                                                                                                                                                                                                                      |
| <b>Deposit</b>               | the pre-payment towards Tuition Fees which International Students are required to make to reserve their place at the university as set out in your Offer letter and further detailed in clause 6;                                                                                                                                                                                                                        |
| <b>Intellectual Property</b> | all intellectual property rights (including without limitation patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, rights in and to software including source code, rights in and to confidential information and know-how, and database rights);         |
| <b>International Student</b> | a student who does not qualify for 'home fee' status pursuant to relevant legislation;                                                                                                                                                                                                                                                                                                                                   |
| <b>Key Documents</b>         | the documents we refer to in clause 4, as these are amended from time to time;                                                                                                                                                                                                                                                                                                                                           |
| <b>Leave of Absence</b>      | where you take an agreed break from your studies for a defined period, as further detailed in clause 10.2;                                                                                                                                                                                                                                                                                                               |
| <b>Module</b>                | a standalone learning package with defined content, learning outcomes and assessment task(s);                                                                                                                                                                                                                                                                                                                            |
| <b>Offer</b>                 | a conditional or unconditional offer of a place on a Programme made to you in writing by us;                                                                                                                                                                                                                                                                                                                             |
| <b>Partner Institution</b>   | an educational institution such as a university or college with whom we have an agreement in relation to the teaching of                                                                                                                                                                                                                                                                                                 |

|                             |                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | Programmes and/or the conferment of degrees;                                                                                                                                                                                                                                                                                                                  |
| <b>Programme</b>            | the collection of Modules leading to an academic award as referred to in your Offer letter, which you might refer to more colloquially as your course;                                                                                                                                                                                                        |
| <b>Registration</b>         | online or on campus enrolment or registration onto your Programme for each academic year of your Programme;                                                                                                                                                                                                                                                   |
| <b>Scholarship</b>          | a financial award usually given to a student by the university which may either be Programme-based or not Programme-based, and which is usually not repayable by the student. Details of the Scholarships available and the terms and conditions which apply to them can be found on the university's webpage at <a href="#">Scholarships and bursaries</a> ; |
| <b>Special Requirements</b> | those conditions set out in your Offer letter which are a condition of your Offer and/or need to continue to be met as a condition of your continuation on your Programme, as further detailed in clause 9;                                                                                                                                                   |
| <b>Tuition Fees</b>         | the fees payable by, or on behalf of, you for tuition, registration, examination and assessment which are set out in your Offer letter. The Tuition Fees do not include Additional Costs or other Charges;                                                                                                                                                    |
| <b>university/we/our/us</b> | De Montfort University (also known as DMU), a higher education corporation established pursuant to the UK Education Reform Act 1988 and UK degree-awarding university under the UK Further and Higher Education Act 1992, whose principal address is at The Gateway, Leicester, LE1 9BH, United Kingdom;                                                      |
| <b>Working Days</b>         | days, which are not bank holidays or other closed days as determined by the university;                                                                                                                                                                                                                                                                       |
| <b>Withdraw</b>             | leaving your Programme permanently; and                                                                                                                                                                                                                                                                                                                       |
| <b>you</b>                  | you the student as potential applicant, applicant, pre-registered and registered student.                                                                                                                                                                                                                                                                     |

## **2. Introduction – what this Contract covers and when it takes effect**

- 2.1** This Contract governs the relationship between you and the university. It does **not** cover other contractual arrangements you may need to make such as for accommodation, for use of the Queen Elizabeth II Leisure Centre, or for your student loan (if applicable). You will need to consider, and agree if you want to, other contractual terms for those commitments.
- 2.2** By accepting your Offer, this Contract takes effect between you and us.
- 2.3** Your Offer may contain specific conditions and/or requirements for admission onto your Programme and/or your continued Registration on the Programme, such as evidence of your qualifications and Special Requirements. If you fail to meet or fail to continue to meet any of these specific conditions and/or Special Requirements or if you fail to give us reasonable evidence that you have met these conditions, we may end this Contract as set out in clause 10.

## **3. Your right to cancel during the Cancellation Period**

- 3.1** You have the right to cancel this Contract without giving any reason within 14 days from when the university receives your acceptance of Offer. This 14-day period is the Cancellation Period.
- 3.2** To exercise the right to cancel, you must inform us of your decision by way of a clear written statement such as a letter sent by post to the Admissions Team at: Admissions Office, Gateway House, 1.30 The Gateway, Leicester, LE1 9BH or an email to [releasemyplace@dmu.ac.uk](mailto:releasemyplace@dmu.ac.uk)). You may use the model cancellation form, a copy of which is attached as Schedule 2 to this Contract, but you do not have to use this template.
- 3.3** To meet the cancellation deadline, it is sufficient for you to send us your written cancellation before the Cancellation Period has expired.
- 3.4** If you cancel the Contract in accordance with this clause, we will reimburse all payments received from you. We will make the reimbursement to you without undue delay, using the same method of payment you used unless agreed otherwise, and no later than 14 days after the day on which you inform us of your decision to cancel the Contract.

- 3.5 If your Programme has already begun, or is due to begin before the end of the Cancellation Period then, by accepting the Offer of a place and/or by Registering, you are expressly agreeing that the university's service to you should begin within the Cancellation Period.
- 3.6 If you Withdraw from your Programme after the expiry of the Cancellation Period, you will be liable to pay an amount of the Tuition Fees depending on when you Withdraw. The amount payable is set out in our [Tuition Fee Charging & Refunding Policy 2025/26](#).

#### **4. Key Contract Documents**

- 4.1 In addition to your Offer letter and the terms of this document, you are subject to and agree to abide by university's policies and procedures that apply to Registered students, as amended from time to time. These are available on the university's website at: [Student Regulations and Policies](#).
- 4.2 Key policies and procedures that you should note are:
- 4.2.a [Tuition Fee Charging and Refunding Policy 2025/26](#);
  - 4.2.b [Student Complaints](#);
  - 4.2.c [Admissions Policy](#);
  - 4.2.d [General Regulations](#);
  - 4.2.e [Academic Regulations](#);
  - 4.2.f [Fitness to Practice procedure](#);
  - 4.2.g policies governing student conduct including our [Academic Integrity and Misconduct Policy](#) (and accompanying [appendix 1](#)), [Student Misconduct and Disciplinary Policy](#) (and accompanying [appendix 1](#)) and [Harassment and Sexual Misconduct Policy](#);
  - 4.2.h policies governing student [health and wellbeing](#) including our [Health and Safety Policy](#);
  - 4.2.i [Data Protection](#);

**4.2.j** the [Student Charter](#); and

**4.2.k** those policies and procedures set out in Schedule 1.

**4.3** The documents referred to above and the weblinks to those documents are the most recent version of those policies. The weblinks are provided to give you the best information that is currently available.

**4.4** We reserve the right to add to, delete or make reasonable changes to the above policies and procedures where in the opinion of the university this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

**4.4.a** to review and update the policies and procedures to ensure they are fit for purpose;

**4.4.b** to safeguard academic standards, for example, in response to external examiner feedback;

**4.4.c** to reflect changes in the external environment, including legal or regulatory changes;

**4.4.d** to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;

**4.4.e** to incorporate sector guidance or good practice;

**4.4.f** to reflect feedback from students; and/or

**4.4.g** to aid clarity or consistency of approach.

**4.5** Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the university reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The university will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to policies and procedures before they take effect, or by phasing in the changes, if appropriate.

**4.6** The updated policies and procedures will be made available on the university's website and may be publicised by other means so that students are made aware of any changes.

## **5. Tuition Fees**

### **5.1** Obligation to pay.

- 5.1.a** You agree to pay, or arrange for payment of, your Tuition Fees to the university in accordance with this clause.
- 5.1.b** Tuition Fees are payable each year for our obligations to you including delivery of the Programme.
- 5.1.c** If a third party is paying your Tuition Fees (including the Student Loans Company), you will be liable if they do not pay.

### **5.2** Tuition fee increases.

- 5.2.a** Tuition fees are subject to annual review.
- 5.2.b Undergraduate home students:** It is possible that Tuition Fees each year may increase during your Programme. Our aim is to keep fees as fair as possible, but may increase them within the maximum fee levels authorised by government to reflect rising costs and to ensure a high-quality student experience. If any changes are made, they are usually (but not always) linked to inflation, based on a measure called RPIX (Retail Price Index excluding mortgage interest payments) but may be based on alternative measures in the future. We will let you know about any changes as early as we can (usually in the academic year before the increase would apply), depending on when future government announcements are made.
- 5.2.c Undergraduate International Students:** It is possible that Tuition Fees each year may increase during your Programme. Our aim is to keep fees as fair as possible, but may increase them to reflect rising costs and to ensure a high-quality student experience. If any changes are made, they are usually (but not always) linked to inflation, based on a measure called RPIX (Retail Price Index excluding mortgage interest payments) but may be based on alternative measures in the future. We will let you know about any changes as early as we can (usually in the academic year before the increase would apply).
- 5.2.d Postgraduate students (home and International Students):** It is possible that Tuition Fees each year may increase during your Programme. Our aim is to keep fees as fair as possible, but may increase them to reflect rising

costs and to ensure a high-quality student experience. If any changes are made, they are usually (but not always) linked to inflation, based on a measure called RPIX (Retail Price Index excluding mortgage interest payments) but may be based on alternative measures in the future. We will let you know about any changes as early as we can (usually in the academic year before the increase would apply).

### **5.3 Late or non-payment of Tuition Fees.**

**5.3.a** If you or any third party who is supposed to pay on your behalf fail to pay your Tuition Fees by the date specified in the invoice or as otherwise agreed in writing by you and the university, the university has the right to take one or more of the following actions:

**5.3.a.i** suspend your studies on your Programme including stopping you commencing the next year of your Programme or admittance onto another programme;

**5.3.a.ii** exclude you from your Programme, which will include exclusion from all university services;

**5.3.a.iii** take legal action against you for non-payment and if legal action is taken against you, what you have to pay will then increase to include court fees, interest and any other costs incurred; and

**5.3.a.iv** refer your debt to a debt collection agency. If this happens, you will be responsible for an administration charge of 10% of the Tuition Fees outstanding. This charge represents a percentage of the cost to the university of use of a debt collection agency.

**5.3.b** Students who owe Tuition Fees will not receive their degree or any other academic award and will not be permitted to attend a graduation ceremony.

**5.3.c** If you owe Tuition Fees your assessment of results will be given on the standard notification form, endorsed with a statement that you are in debt to the university.

**5.3.d** The university will not provide you references, confirmation of award and/or achievement, replacement transcripts or certifications or verification of true copy documents if you owe Tuition Fees or if you have been excluded from the university for non-payment of Tuition Fees.



- 5.3.e** Before exercising its rights under this clause to exclude you, suspend you, refer you to a debt collection agency, or take legal action against you, the university will give you reasonable notice of our intentions, allow you the opportunity to make representations and consider those representations in deciding how to proceed.

## **6. Deposits**

**6.1 This clause 6 applies to you if you are an International Student.**

- 6.2** If you are an International Student, you are required to pay a Deposit. The amount of your Deposit will be notified to you in your Offer letter.

- 6.3** Your place at the university is not guaranteed until we have received payment of the Deposit in full in cleared funds.

- 6.4** You may not be provided with a CAS if any part of your Deposit is still outstanding.

- 6.5** If you pay your Deposit but then do not complete Registration, in certain circumstances we will refund your Deposit less a £50 administration charge. These circumstances are:

- 6.5.a** If circumstances beyond your control prevent you from travelling to the UK to study;

- 6.5.b** You fail your English language test; or

- 6.5.c** If your visa application is refused for reasons other than maintenance.

- 6.6** In certain circumstances, the university may retain £1,000 from your Deposit. These circumstances include:

- 6.6.a** If you change your mind about coming to study at the university;

- 6.6.b** If you have used your visa to enter the UK not to study at the university;

- 6.6.c** If you have started the Programme and subsequently leave;

- 6.6.d** If you have provided false information, forged documents or withheld any information in your visa application in any way which has resulted in a visa

refusal; or

**6.6.e** If you do not join the Programme because your visa application is refused on the grounds of not meeting the maintenance requirements.

**6.7** Where you have your visa refused on the grounds of maintenance and you are issued with a new CAS to make a second visa application which is then successful, the university will not deduct the £1,000 from your Deposit because of the original visa refusal.

## **7. Additional Costs**

**7.1** You will be responsible for paying for any Additional Costs you incur.

**7.2** These costs vary from programme to programme. They may include field trips, travel for work, placement opportunities, materials, additional textbooks and other costs such as supplementary printing, uniforms or equipment costs. Details of these amounts will be found on your individual Programme pages on: [Course pages](#).

## **8. Other Charges**

**8.1** You will be responsible for payment of any other Charges you incur.

**8.2** If you fail to pay other Charges when due, the university may take legal action against you and if you fail to pay before referral to a debt collection agency, you will be liable for a debt collection charge of 10% of the Charges outstanding. We may also suspend your use of the facility in relation to which the debt relates (e.g., if you owe library fines you may be suspended from use of the library until full payment is made by you).

**8.3** The university will work with you to resolve the situation before we take legal action against you for recovery.

**8.4** If at the end of your Programme you owe in excess of £50 in non-academic debts such as Charges, although you may graduate, you and your family and friends may not be permitted to attend your graduation ceremony.

## **9. Special Requirements and conditions of Offer**

**9.1** You will have to comply with the professional, statutory, regulatory or other conditions

stated in your Offer letter or via UCAS, including any Special Requirements (which may include an occupational health check or criminal records check with the Disclosure and Barring Service (DBS)).

- 9.2** Some Programmes will require you to register with a professional, statutory or regulatory body and/or to practice under licence.
- 9.3** The university requires you to declare criminal convictions as part of the application stage or as soon as possible after you have accepted your Offer, and at the very latest at Registration – the sooner you complete this declaration, the better, especially if you have a relevant conviction that you need to declare.
- 9.4** Failure to be honest about your criminal conviction history or if there is a delay in you completing the declaration, could mean that there will be a delay in you being able to start your Programme (including being able to attend any taught sessions and tutorials). The onus will be on you to catch-up on any taught sessions and tutorials that you miss as a result. Failure to be honest about your criminal conviction history or if there is a delay in you completing the declaration could also mean that you have to defer your studies to the following academic year.
- 9.5** It is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions and disabilities) are made to the university during the admissions process and during your period of study, and that you comply with all relevant rules and regulations during your study (and placement, if appropriate) including paying any associated registration or licence fees and maintaining any licences, registrations or consents.
- 9.6** If you are required to have a DBS check for your Programme, you will be responsible for that fee and ID verification.
- 9.7** You must tell the university as soon as possible in writing if you receive a criminal conviction or if you no longer meet the Special Requirements applicable to you or no longer satisfy any other conditions of your Offer.
- 9.8** You must complete an annual declaration to confirm to us or inform us of any changes in the 12 months prior.
- 9.9** Failure to comply with any Special Requirements may result in you not meeting the conditions of your Offer and not being able to Register or you may be required to leave your Programme and/or the university.

## **10. Termination of the Contract**

**10.1** The university can terminate this Contract if you are in breach of any of your obligations in this Contract and also in any of the following circumstances:

- 10.1.a** If any of the information you have provided about you is false or you failed to provide significant (in the reasonable view of the university) information;
- 10.1.b** If you fail to pay your Tuition Fees when due;
- 10.1.c** If you are found to have committed an academic offence, for example plagiarism or cheating (as set out in our [Academic Integrity and Misconduct Policy](#));
- 10.1.d** If you behave in a way which breaches our [Student Misconduct and Disciplinary Policy](#) or [Harassment and Sexual Misconduct Policy](#);
- 10.1.e** If you breach any other requirements of your Programme;
- 10.1.f** If you do not satisfy or cease to satisfy the conditions in your Offer letter or those notified via UCAS;
- 10.1.g** If you no longer meet any of the Special Requirements, including but not limited to relating to fitness to practice requirements;
- 10.1.h** If you no longer have relevant immigration or visa clearance to study in the UK;
- 10.1.i** If you do not complete mandatory health and safety training required for your Programme (if any) or do not complete mandatory training on harassment and sexual misconduct;
- 10.1.j** If you have failed your Programme in accordance with the Programme specific requirements for your Programme or the [Academic Regulations](#); or
- 10.1.k** If your attendance record and/or online presence record for your Programme falls below what is required.

**10.2** How you can terminate this Contract or suspend your studies:

- 10.2.a** You can Withdraw from your studies at any time by notifying us in writing and

this Contract will end on our confirmed receipt of that notice.

**10.2.b** Your right under clause 10.2.a is in addition to your statutory right to cancel this Contract during the Cancellation Period as set out in clause 3.

**10.2.c** You can also make a request to take a Leave of Absence from your studies at any time (which will not begin until the university have confirmed it in writing). During a Leave of Absence you will not be able to attend the university or take assessments, but will have access to the university's online learning environment, Blackboard (or any future replacement), in order to maintain some contact with the university if you so wish.

**10.2.d** If you Withdraw from, or take a Leave of Absence from, your studies you will be liable for the Tuition Fees as set out in our [Tuition Fee Charging and Refunding Policy](#) and any other outstanding amounts due to the university.

## **11. Our Obligations to you**

**11.1** The university is committed to providing you with a challenging learning experience to help you reach your full potential. To that end, the university will regularly review its teaching, learning and assessment strategy and associated activities in consultation with the student body.

**11.2** The university will provide you with educational services for your Programme and will do so with reasonable care and skill.

**11.3** The university will provide you with support through our dedicated student support teams. The support we can offer ranges from academic support to wellbeing in association with our subsidised sports facilities.

**11.4** An ID card and IT credentials will be provided to you for access to learning resources and facilities for the duration of your Registration at the university.

## **12. Your obligations**

**12.1** The university requires you to comply with the terms of this Contract including the Key Documents. These obligations include (but are not limited to):

### **12.2 Disciplinary rules**

**12.2.a** As a student at the university you will be required to comply with the rules governing your conduct that are set out in full in the university's policies and procedures which apply to students: [Student Regulations](#).

**12.2.b** Please note that failure to comply with these policies and procedures may result in formal disciplinary procedures being taken against you which could ultimately lead to an interruption of your studies, suspension or expulsion or any other such reasonable action that the university may determine.

### **13. Academic Progression**

**13.1.a** You are expected to attend and participate in all face-to-face and/or online taught sessions and tutorials. Failure to do so may result in you being suspended or excluded from the university and for International Students may also result in the United Kingdom Visas and Immigration (UKVI) curtailing your visa in accordance with their regulations.

**13.1.b** You are expected to pass your Modules in order to progress in your studies and achieve your intended award. Your Registration with the university will be ended if you fail one or more Modules and have used all your reassessment opportunities but are still unable to progress or achieve an award. You should, in all cases, check the latest regulations applicable to your Registration.

**13.1.c** You are required to submit work and similar in your own words and to appropriately reference sourced materials and undertake any other form of assessment without recourse to external assessment services. An example of an external assessment service could include a third party who you may or may not pay to substantially amend and/or improve your work.

**13.1.d** Our [Academic Integrity and Misconduct Policy](#) sets out full details of what we consider bad academic practice and academic offences. These types of practice and these offences will result in formal action being taken by the university, the precise nature of which will depend on the particular offence.

### **13.2 Use of ID cards and IT credentials**

**13.2.a** The ID card and IT credentials that you are issued with by the university once you have completed Registration are provided to you and for your use alone.

Any misuse of your ID card or IT credentials could be deemed a disciplinary issue and will be dealt with under the [General Regulations](#).

## **14. Students with disabilities**

**14.1** Students with any condition or physical or mental health need which may affect their studies, for example physical difficulties or hidden difficulties, are encouraged to tell the university as soon as possible. This is so that we can take appropriate measures to help support you in your studies at the university, and ensure that these measures are in place as early as possible in your period of study.

**14.2** You may not have sought or had support whilst in secondary education in relation to a condition or physical or mental health need which may affect your studies. We strongly recommend you contact our disability officers for advice in relation to the support that we could provide to you and/or signposting you to support from external bodies. We recommend you contact our disability officers or wellbeing team for advice even if you are unsure about whether you would be eligible for support of this kind – details can be found at [Wellbeing and disability support](#).

**14.3** There may be exceptional circumstances where you:

**14.3.a** may be asked to defer your entry to allow the university time to make necessary reasonable adjustments; or

**14.3.b** are unable to undertake a Programme for a reason related to your impairment or condition despite all reasonable adjustments being made by the university.

**14.4** Such cases will be assessed by the [Disability Team](#) and relevant Programme faculty on a case-by-case basis.

## **15. Immigration and Visas**

**15.1** You will need to demonstrate, either before or at the point of Registration, that you have a valid immigration status to undertake your Programme.

**15.2** You must ensure that you have the correct visa throughout your Programme and comply with any conditions that attach to your visa. If you fail to comply with your visa conditions we may have to report you to the UKVI to comply with immigration law.

- 15.3** Once you have an unconditional Offer from us and you have paid your Deposit, we will commence our processes to issue you a CAS. You may be asked to provide information to support the process, and we may refuse to issue you with a CAS if you are unable to demonstrate that you meet the requirements for a student visa as set out by UKVI. Information about immigration can be found at [Visa Information and Guidance](#).

## **16. Professional or industrial experience projects with third parties**

- 16.1** Some Programmes may necessitate that you have to agree to the terms and conditions of third parties, such as (but not limited to) a sponsor or funder, placement provider, professional bodies, accrediting bodies or relevant third-party providers.
- 16.2** If you do not agree to such terms and conditions, this may affect our ability to meet our obligations to you and your ability to progress on your Programme.

## **17. Students studying at a Partner Institution**

- 17.1** If you are studying for your Programme at a Partner Institution:
- 17.1.a** you will be subject to their regulations and conditions including their disciplinary obligations/regulations, as well as the terms and conditions in this Contract. The Partner Institution's regulations and conditions and those of the university should be similar. Should a specific policy, regulation or condition not be covered by the Partner Institution, our policy, regulation or condition will apply – the Partner Institution will inform you of this as the case may be.
  - 17.1.b** Any complaint made by you in connection with your Programme and matters of academic misconduct shall be dealt with by the Partner Institution in consultation with the university or be passed to the university to deal with in accordance with our policies or regulations.
  - 17.1.c** You will be responsible for paying any additional costs you may incur as made known to you by the Partner Institution.
- 17.2** The Partner Institution will have certain obligations to you including relating to the teaching of your Programme and the facilities of the Partner Institution, which should be set out and dealt with in the Partner Institution's regulations and/or student handbook or their agreement with you.



**18. Changes to Programme content including method of delivery, place of delivery and other changes.**

**18.1** Minor changes to your timetable or Modules are changes that are unlikely to impact significantly on you or your Programme. These will, however, be kept to a minimum and you will be notified as soon as we reasonably can.

**18.2** The university may need to make changes to the provision of your Programme such as changes to all or part of its content, the method of delivery including how you are taught, the place or time of delivery, or to services or facilities provided in connection with your Programme. The university will use reasonable endeavours to avoid this but in certain circumstances we may need to do so as set out below.

**18.3** When we may/will need to make changes include:

**18.3.a** to keep our Programmes, how we assess them and how we deliver them to you up to date, relevant and in line with current best academic practice and standards;

**18.3.b** to reflect changes in professional body requirements;

**18.3.c** to address any external examiner feedback received as part of their annual reports and/or results from our regular student feedback sessions;

**18.3.d** as a result of a Programme or Module review in line with national, quality and regulatory conditions;

**18.3.e** to reflect changes in relevant laws, statutory, regulatory and/or professional body conditions and/or sector regulation; or

**18.3.f** altering the location of the Programme, to allow the university to provide the best facilities and academic provision for its students.

**18.4** If any of these circumstances happen and we propose to make a change, we will, where reasonable, consult with you.

**18.5** If the changes are what we deem major changes then we, where reasonable, will seek your agreement before making them. Major changes include, but are not limited to:

**18.5.a** changing the Programme award title;

**18.5.b** changes to core Modules (removal or addition);

- 18.5.c** changes to assessment type (e.g., changing from 100% coursework to exams/vice versa or splitting assessments into coursework and exams where it was previously 100% exam or coursework); or
  - 18.5.d** where there are significant numbers of changes and a revalidation of the Programme has been recommended.
- 18.6** If you do not agree to the major change, the university will work with you to try to find a mutually acceptable alternative. If that is not agreed, you will be offered the opportunity to move to another Programme or, if required, offered reasonable support to transfer to another provider, or you can Withdraw from your Programme and terminate this Contract.

## **19. Intellectual Property**

- 19.1** The university's current policy is as set out at [IP Policy](#).
- 19.2** The [IP Policy](#) provides that, subject to certain exceptions including but not limited to those set out below, you will own the Intellectual Property in any works you solely create during your Programme of study at the university.
- 19.3** The exceptions where you will not own the Intellectual Property you create include:
- 19.3.a** where the Intellectual Property is created through a research project including those in collaboration with a third party and those funded by third parties including, but not limited to, research councils;
  - 19.3.b** where you work on projects set by university staff not directly related to your Programme (whether that work is directly related to your Programme will be determined by the university);
  - 19.3.c** where you are employed by a third party and your employment contract requires this;
  - 19.3.d** when you are funded by a third party; and
  - 19.3.e** when you are undertaking a professional or industrial experience.

## **20. Complaints**

- 20.1** The university recognises your right to raise issues of concern about the services provided by the university. The university's Student Complaints Procedure can be found at: [Student Complaints Procedure](#).

## **21. Data Protection**

- 21.1** Personal data held by us relating to you may be stored in paper and/or electronic form in accordance with the provisions of relevant data protection laws (including, the Data Protection Act 2018 and the UK General Data Protection Regulation), and will or may be used for certain lawful purposes as set out in our [Data Protection Policy](#).

## **22. Professional and Industrial Experience**

- 22.1** The university offers opportunities for professional/industrial experience (including placements) subject to eligibility criteria stated on the university's website page for your Programme. Professional/industrial experience may be subject to separate terms and conditions with the professional/industrial experience provider which you agree to abide by when you accept the professional/industrial experience. The professional/industrial experience provider will also be subject to certain terms and conditions regulating what the university requires of you during your professional/industrial experience – these are set out at Student Terms & Conditions.

## **23. Scholarships and Bursaries**

- 23.1** The university offers Scholarships and Bursaries to eligible students from time to time. The Scholarships and the Bursaries that the university offers may be subject to separate terms and conditions which you agree to abide by when you accept the Scholarship and/or Bursary. Please check the website at [Bursaries and Scholarships](#) for details of the Scholarships and Bursaries that the university is offering and the terms applicable to them.

## **24. Liability**

- 24.1** If we fail to comply with our obligations under this Contract, we may be responsible for

direct loss or damage you suffer that is a foreseeable result of our breach of this Contract or our proven negligence, but we are not responsible for any loss or damage that is indirect or not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if we both contemplated it at the time we both entered into this Contract.

**24.2** We will not be responsible to you for any of the following, unless we are proven to be negligent:

- 24.2.a** damage to or theft of vehicles and bicycles parked on our property;
- 24.2.b** damage to or theft of computer equipment or mobile devices belonging to you and/or equipment on loan to you by us;
- 24.2.c** the loss or non-return of work submitted for assessment;
- 24.2.d** injury arising from voluntary sporting activity;
- 24.2.e** loss of opportunity and loss of income or profit, however arising;
- 24.2.f** any loss as a result of cyber fraud; and
- 24.2.g** damage to or loss of personal items belonging to you.

**24.3** The university does not exclude or limit in any way liability for:

- 24.3.a** death or personal injury caused by the negligence of the university or of university employees, agents or subcontractors;
- 24.3.b** fraud or fraudulent misrepresentation; or
- 24.3.c** any other matter which the university is not permitted to exclude or limit liability by law.

## **25. Events outside of our control**

**25.1** Sometimes circumstances beyond our reasonable control that could not have been prevented even if we had taken reasonable care mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide your Programme and/or related educational and other services and facilities as described.

**25.2** Examples of such events include but are not limited to:

- 25.2.a** non-performance by suppliers or other third parties;
- 25.2.b** acts of vandalism, terrorism or a security threat;
- 25.2.c** damage or interruption to buildings, facilities or equipment;
- 25.2.d** severe weather conditions;

- 25.2.e** political or civil unrest;
  - 25.2.f** the acts or delays of any governmental or local authority;
  - 25.2.g** sanctions imposed by any country;
  - 25.2.h** 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;
  - 25.2.i** health and safety matters such as the outbreak of a communicable disease, pandemic or epidemic;
  - 25.2.j** legal or regulatory changes which affect us; and
  - 25.2.k** events of national mourning.
- 25.3** Where such an event occurs, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to you, by, for example:
- 25.3.a** offering the opportunity where reasonably possible to move to another Programme;
  - 25.3.b** deferring the start date for the Programme;
  - 25.3.c** delivering the Programme in a different way, from another location or online, or at another time;
  - 25.3.d** delivering a modified version of the same Programme;
  - 25.3.e** assisting you to transfer to complete the Programme at another institution; and/or
  - 25.3.f** delivering other services and facilities in a different way, from a different location or online.
- 25.4** If you are not satisfied with any such steps to mitigate the disruption caused by an event outside of our control, you may terminate your Contract with us and we will follow our [Student Protection Plan](#). Alternatively, you may make a complaint under our [Student Complaints](#) procedure.
- 25.5** Where an event outside of our control occurs and we are unable to take steps to minimise the resultant disruption to you then neither we nor you will be liable for breach of this Contract nor for continued compliance with this 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.

## **26. Third Party Rights**

**26.1** Only the university and you are parties to this Contract. No person other than either of us shall have any rights to enforce any term of this Contract.

**27. Law and jurisdiction**

**27.1** English law governs this Contract between you and the university. We both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract between us.

## SCHEDULE 1

Additional key policies and procedures to note are set out below. This list is not exhaustive.

These apply to all students:

- 1) [Communications with Third Parties Policy](#);
- 2) [Data Protection](#);
- 3) [DMU Social Media Community Guidelines](#);
- 4) [Health and Safety Policy](#);
- 5) [Healthy DMU Policy](#);
- 6) [No Space for Hate Policy](#);
- 7) [Policy for Managing Students who are Under 18 on registration](#);
- 8) [Policy on Dignity and Respect](#);
- 9) [Policy on Protecting and Supporting Trans, Gender Fluid and Non-binary Staff and Students](#);
- 10) [Policy on Student Names](#);
- 11) [Safeguarding Policy](#);
- 12) [Sexual Misconduct and Harassment Policy](#);
- 13) [Smoking on Campus policy](#);
- 14) [Staff-to-Student Relationships Policy](#);
- 15) [Student Debt Collection Policy](#);
- 16) [Student Disability Policy](#);
- 17) [Student Pregnancy, Maternity, Second Carer \(Paternity\) or Adoption Policy](#);
- 18) [Student Social Media Policy](#);
- 19) [Unacceptable Behaviour Policy](#); and
- 20) [Whistleblowing Policy for Students](#).

These apply to postgraduate students only:

- 21) [DMU Research Degree and Higher Doctorate Regulations](#).

## **SCHEDULE 2**

### **Consumer Contract Regulations 2013 - Model Cancellation Form**

**To:**

Admissions Office  
Gateway House 1.30  
The Gateway Leicester  
LE1 9BH

**Programme Title** :

**Ordered on (date)** :

**Name of** :  
**consumer**

I (the consumer) hereby give notice that I cancel the contract for my participation in the Programme detailed above.

**Address of consumer:**

**Signature of consumer:**

**Date:**