

De Montfort University

Learner Contract

The terms and conditions set out in this Contract take effect when you accept an Offer to study from De Montfort University. 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 and signing this document, 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.

Term	Definition
Apprenticeship Agreement	means the agreement between you and your Employer which records the terms and conditions of your employment and the responsibilities and obligations of you and your Employer in relation to your Programme;
Additional Costs	means costs in addition to your Apprenticeship Costs , which we refer to at clause 6;
Apprenticeship Costs	means the fees payable on your behalf for tuition, registration, examination and assessment. The Apprenticeship Costs do not include Additional Costs or other Charges;
Apprenticeship Standard	means the approved apprenticeship standard published by the Secretary of State which applies to the Programme;
Cancellation Period	means the 14 calendar day statutory period for cancellation of this Contract referred to at clause 3;
Charges	means payments you may be required to pay to the university in relation to the use of services, including but not limited to sports facilities; fines for your late return of university 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 the Apprenticeship Costs;
Contract	means this agreement between you and the university, your Offer letter, the Key Documents and the Training Plan;
DfE	means the Department for Education (or any successor thereto);
Employer	means your employer throughout the duration of your apprenticeship;
Intellectual Property	means 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;
Key Documents	means the documents we refer to below at clause 4, as amended from time to time;
Leave of Absence	means where you take an agreed break from your studies for a defined period, as further detailed in clause 9.2;
Module	means a standalone learning package with defined content, learning outcomes and assessment task(s);
Offer	means a conditional or unconditional offer of a place on a Programme made to you in writing by the university;
Programme	means the collection of Modules leading to an academic award and completion of an Apprenticeship Standard as referred to in your Offer letter, which you might refer to more colloquially as your course;
Registration	means online or on campus enrolment or registration onto your Programme for each academic year of your Programme;
Special Requirements	means 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 8;
Training Plan	means the statement of expectations relating to your apprenticeship signed by you, the university and your Employer;
university/we/our	means 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;
Working Days	means days, which are not bank holidays or other closed days as determined by the university;
Withdraw/withdrawal	means leaving your Programme permanently;
you	means you the learner as potential applicant, applicant, pre-registered and registered learner.

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 your apprenticeship agreement with your Employer. 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 8.

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). You may use the model cancellation form, a copy of which is attached as Schedule 1 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 in respect the Apprenticeship Costs.

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, Apprenticeship Costs will be payable proportionately based on the period since starting your Programme and ending it.

4. Key Contract Documents

4.1 In addition to your Offer letter, the Training Plan 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](#). Reference to a student in the university's policies and procedures applies equally to you.

4.2 Key policies and procedures that you should note are:

4.2.a Student Complaints Procedure [Student Complaints Procedure](#)

4.2.b Admissions Policy [Admissions policy](#)

4.2.c General Regulations [Student Regulations](#)

4.2.d Academic Regulations [Academic regulations](#)

4.2.e Fitness to Practice procedure (applicable to regulated Programmes only) [Fitness to Practice](#)

4.2.f Policies governing student conduct including our Academic Integrity and Misconduct Policy, Student Misconduct and Disciplinary Policy and Sexual Misconduct Policy [Student Regulations](#)

4.2.g Data Protection Policy [Data Protection Policy](#)

4.2.h The Student Charter [Student Charter](#)

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. Apprenticeship Costs

5.1 Your Employer is responsible for the payment of the Apprenticeship Costs relating to the delivery of your Programme. The funding arrangements in respect of your Programme are agreed between the university and your Employer.

6. Additional Costs

6.1 Your Employer will be responsible for paying for any Additional Costs you incur.

6.2 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](#).

7. Other Charges

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

7.2 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.

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

7.4 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.

8. Special Requirements and conditions of Offer

8.1 You will have to comply with the professional, statutory, regulatory or other conditions stated in your Offer letter, including any Special Requirements (which may include an occupational health check or a criminal record check with the Disclosure and Barring Service (DBS)).

8.2 Some Programmes will require you to register with a professional, statutory or regulatory body and/or to practice under licence.

8.3 The university requires you to declare relevant criminal convictions as part of the application stage (if your Programme is a regulated Programme) 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.

8.4 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 studies and attend 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.

8.5 It is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities) are made to the university during the admissions process and during the period of study, and that you comply with all relevant rules and regulations during study (and placement, if appropriate) including paying any associated registration or licence fees and maintaining any licences, registrations or consents.

8.6 If you are required to have a DBS check for your Programme, your Employer will be

responsible for that fee and ID verification.

8.7 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.

8.8 You must complete an annual declaration to confirm to us or inform us of any changes in the 12 months prior.

8.9 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.

9. Termination of the Contract

9.1 The university can suspend your studies and/or terminate this Contract if you are in breach of any of the obligations on you in this Contract or in any of the following circumstances:

9.1.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;

9.1.b If you leave your employment voluntarily or for any other reason (e.g. you are made redundant) and are unable to secure another employer;

9.1.c If you cease to be eligible for an apprenticeship in accordance with the DfE apprenticeship rules;

9.1.d If for any reason the funding through your Employer ceases, including the non-payment of all or any part of the Apprenticeship Costs by your Employer;

9.1.e If you are found to have committed an academic offence, for example plagiarism or cheating (as set out in Chapter 4 of the General Regulations);

9.1.f If you behave in a way which breaches our Student Misconduct and Disciplinary Policy or Sexual Misconduct Policy);

9.1.g If you breach any other requirements of your Programme;

9.1.h If you do not satisfy or cease to satisfy the conditions and requirements in your Offer letter;

9.1.i If you no longer meet any Special Requirements, including but not limited to fitness to practise;

9.1.j If you don't carry out mandatory health and safety training required for your Programme;

9.1.k If you have failed your Programme in accordance with the Programme specific requirements for that Programme and academic regulations;

9.1.l If your attendance record and/or online presence record falls below what is required.

9.2 How you can terminate this Contract or suspend your studies:

9.2.a You can Withdraw from your studies at any time by notifying us in writing and the Contract will end on our confirmed receipt of that notice.

9.2.b You can also make a request to take a Leave of Absence from your studies at any time. During a Leave of Absence you will not attend the university or take assessments, but will have access to the university's online learning environment, Learning Zone, in order to maintain some contact with the university if you so wish.

10. Our Obligations to you

10.1 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.

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

10.3 The university will work with your Employer to ensure that your Programme is delivered in accordance with the DfE apprenticeship rules and relevant Apprenticeship Standard.

10.4 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.

10.5 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.

11. Your obligations

11.1 You are required to comply with the terms of this Contract including the Key Documents. These obligations include:

11.2 Apprenticeship requirements

11.2.a You are required to comply with your obligations under your Apprenticeship Agreement, Training Plan and under the DfE apprenticeship rules.

11.2.b You must remain employed throughout the duration of your apprenticeship in a job role which will allow you to meet the requirements of the applicable Apprenticeship Standard. You must notify the university about any changes to your employment including changes to your working hours, job role or location, or if you leave your employment for any reason.

11.3 Disciplinary rules

11.3.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](#).

11.3.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.

11.4 Academic Progression

11.4.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.

11.4.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.

11.4.c Where you are required/or op to complete Maths and/or English Functional Skills Level 2, you are expected to pass within your first year of study. Your Registration with the university will be ended if you have not made sufficient progression to progress on to your next level of study. You should, in all cases, check the latest regulations applicable to your Registration.

11.4.d 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.

11.4.e Chapter 4 of the General Regulations 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.

11.5 Use of ID cards and IT credentials

11.5.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.

12. Learners with disabilities

12.1 Learners 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 DMU, and ensure that these measures are in place as early as possible in your period of study.

12.2 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/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 Disability Team support or Wellbeing Team support.

12.3 There may be exceptional circumstances where a Learner:

12.3.a may be asked to defer their entry to allow the university time to make the necessary reasonable adjustments; or

12.3.b is unable to undertake a Programme for a reason related to their impairment or condition despite all reasonable adjustments being made by the university.

12.4 Such cases will be assessed by the Disability Team and relevant Programme faculty on a case-by-case basis.

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

13.1 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 the university reasonably can.

13.2 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.

13.3 When we may/will need to make changes:

13.3.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;

13.3.b to reflect changes in professional body requirements;

13.3.c where changes in the Apprenticeship Standard require the university to make changes to the Programme;

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

13.3.e as a result of a Programme or Module review in line with national, quality and regulatory conditions;

13.3.f to reflect changes in relevant laws, statutory, regulatory and/or professional body conditions and/or sector regulation;

13.3.g altering the location of the Programme, to allow the university to provide the best facilities and academic provision for its students.

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

13.5 If the changes are what the university deems major changes then the university, where reasonable, will seek your agreement before making them. Major changes include, but are not limited to:

13.5.a.i changing the Programme award title;

13.5.a.ii changes to core Modules (removal or addition);

13.5.a.iii 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;

13.5.a.iv where there are significant numbers of changes and a revalidation of the Programme has been recommended.

13.5.b 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 the Contract.

14. Intellectual Property

14.1 The university's current policy is as set out at [IP Policy](#).

14.2 This provides that, subject to certain exceptions including but not limited to those set out below, students will own the Intellectual Property in any works created solely by them during their Programme of study at the university.

14.3 The exceptions where you will not own the Intellectual Property you create include:

14.3.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;

14.3.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);

14.3.c where your employment contract requires this;

14.3.d when you are funded by a third party;

14.3.e when you are undertaking a professional or industrial experience.

15. Complaints

15.1 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](#).

16. Data Protection

16.1 Personal data held by DMU relating to you may be stored in paper and/or electronic form in accordance with the provisions of the Data Protection Act 2018, and will or may be used for certain lawful purposes as set out in the 'How We use student data at DMU' – [Data Protection Policy](#)

17. Liability

17.1 If the university fails to comply with its obligations under this Contract, the university may be responsible for direct loss or damage you suffer that is a foreseeable result of the university breach of this Contract or proven negligence on the part of the university, but the university is 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 a breach by the university

or if you and the university contemplated it at the time you and the university entered into this Contract.

17.2 The university will not be responsible to you for any of the following, unless the university is proven to be negligent:

17.2.a damage to or theft of vehicles and bicycles parked on university property;

17.2.b damage to or theft of computer equipment or mobile devices belonging to you and/or equipment on loan to you by the university;

17.2.c the loss or non-return of work submitted for assessment;

17.2.d injury arising from voluntary sporting activity;

17.2.e loss of opportunity and loss of income or profit, however arising;

17.2.f any loss as a result of cyber fraud;

17.2.g damage to or loss of personal items belonging to you.

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

17.3.a death or personal injury caused by the negligence of the university or of university employees, agents or subcontractors;

17.3.b fraud or fraudulent misrepresentation; or

17.3.c any other matter which the university is not permitted to exclude or limit liability by law.

18. Events outside of our control

18.1 Sometimes circumstances beyond the reasonable control of the university 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.

18.2 Examples of such events include but are not limited to:

18.2.a industrial action by third parties;

18.2.b departure of key members of university staff or unavoidable specialist staff absence;

18.2.c acts of vandalism, terrorism or a security threat;

18.2.d damage or interruption to buildings, facilities or equipment;

18.2.e severe weather conditions;

18.2.f political or civil unrest;

18.2.g the acts or delays of any governmental or local authority;

18.2.h sanctions imposed by any country;

18.2.i 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;

18.2.j health and safety matters such as the outbreak of a communicable disease, pandemic or epidemic;

18.2.k legal or regulatory changes which affect the university;

18.2.l events of national mourning.

18.3 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 those students who are affected, by, for example:

- 18.3.a** offering the opportunity where reasonably possible to move to another Programme;
- 18.3.b** deferring the start date for the Programme;
- 18.3.c** delivering the Programme in a different way, from another location or online, or at another time;
- 18.3.d** delivering a modified version of the same Programme;
- 18.3.e** assisting you to transfer to complete the Programme at another institution; and/or
- 18.3.f** delivering other services and facilities in a different way, from a different location or online.

18.4 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 the university and we will follow our Student Protection Plan. Alternatively, you may make a complaint under our Student Complaints Procedure.

18.5 Where an event outside of our control occurs and the university is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable 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.

19. Third Party Rights

19.1 Only the university and you are parties to this Contract. No person other than a party to this Contract shall have any rights to enforce any term of this Contract.

20. Law and jurisdiction

20.1 English Law governs the Contract between you and the university. You and the university both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract.

SCHEDULE 1

**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: