#### The De Montfort University Undergraduate Student Contract

These terms and conditions take effect when You accept an offer from De Montfort University. Please read them through carefully <u>before</u> You accept Your offer.

### 1. Definitions and interpretation

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.

- Additional Costs means costs You may need to cover in addition to Your Tuition Fees such as fieldtrips or materials, which We refer to at clause 7;
- Admissions Team means the University's admissions teams who can be found on <u>http://www.dmu.ac.uk/study/undergraduate-study/entry-and-admissions-criteria/admissions-offices.aspx;</u>
- **Cancellation Period** means the 14-day statutory period for cancellation referred to at clause 3;
- **CAS** means the Confirmation of Acceptance for Studies statement for the student visa application, which contains Your unique CAS reference number, information about Your course of study and Your personal details;
- Charges means payments You may be required to pay to DMU in relation to the use of services such sports facilities or fines for Your late return of University equipment (such as library materials or IT equipment) which are separate from Your Tuition Fees;
- **Contract** means this agreement between You and the University and the Key Documents listed in clause 4 as amended from time to time;
- Deposit means the pre-payment towards Tuition Fees which You need to make to reserve Your place at DMU as specified in Your Offer letter;
- **Deferral** means deferral of assessment. You can defer an assessment or assessments but continues to exercise the rights, privileges and responsibilities of student registration, and can continue with studies (subject to any progression requirements);

Enrol	means on line or on campus enrolment or registration onto Your Programme;
Equipment	means but is not limited to, computers, laptops, video equipment, camera equipment, books and dvds;
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;
Interrupt studies	means where You take an agreed break from Your studies for a defined period. During that time You will not attend the University or take assessments, but will have access to the University's online learning environment, Blackboard, in order to maintain some contact with the University if you so wish ;
Key Documents	means the documents We refer to below at clause 4 which are not set out in full here. We have included links so that You can read them in their current form;
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 DMU Programme made to You in writing by DMU;
Partner Institutions	means an educational institution such as a university or college with whom the University has an agreement in relation to the teaching of DMU Programmes and/or conferment of degrees;
Programme	means the collection of Modules leading to an academic award as referred to in Your Offer letter;
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. They may include an occupational health check or a criminal record check with the Disclosure and Barring Service or professional requirements;
Statutory Cancellation Periods	means the 14-day period referred to at clause 3;
Student(s)	means a student of DMU enrolled on a Programme;

Terms and Conditions	means the terms of Your Contract with Us and the conditions which apply to them as set out or referred to in this agreement;
Term	means the periods that make up the academic year;
Tuition Fee	means 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 Fee does not include Additional Costs;
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 Student as potential applicant, applicant, pre-enrolled and enrolled 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 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 subject to satisfying any conditions, this Contract takes effect between us.

**2.3** This contract is made up of this document, the Key Documents referred to at clause 4 and any documents referred to in Your Offer.

# 3. Your right to cancel during the Cancellation Period

**3.1** You have the right to cancel Your contract without giving any reason within 14-days from when the University receives Your acceptance of Offer.

**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 Admissions Office, Gateway House, 1.30 The Gateway, Leicester, LE1 9BH or an email to <u>releasemyplace@dmu.ac.uk</u>). You may use the model cancellation form at the end of this document (Schedule 1), but this is not obligatory.

**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 Your Contract in accordance with this clause We will reimburse You all payments received from You. We will make the reimbursement 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 Course 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 enrolling, 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 a proportionate amount of Tuition Fees based on the period since starting Your Programme and ending it.

### 4. Key Contract Documents

Your Contract with the University is comprised of the following documents:

**4.1** These terms and conditions;

**4.2** Your Offer letter;

**4.3** Our Tuition Fees policy - <u>https://www.dmu.ac.uk/current-students/student-support/student-finance/tuition-fees/tuition-fee-charging-and-refunding-policy-2020-21.aspx</u> 1

**4.4** Our Student's Complaints Procedure –<u>https://www.dmu.ac.uk/dmu-students/the-student-gateway/academic-support-office/student-complaints-procedure.aspx</u>

**4.5** Our Admissions Policy - <u>https://www.dmu.ac.uk/about-dmu/quality-management-and-policy/students/students.aspx;</u>

**4.6** The University's General Regulations Affecting Students – <u>https://www.dmu.ac.uk/current-students/student-support/exams-deferrals-regulations-policies/student-regulations-and-policies/index.aspx</u>

**4.7** The University's Data Protection Policy –<u>http://www.dmu.ac.uk/policies/data-protection/data-protection.aspx</u>

**4.8** The Student Charter –<u>http://www.dmu.ac.uk/dmu-students/student-resources/student-charter/student-charter.aspx</u>

<sup>&</sup>lt;sup>1</sup> This is the most recent version of the policy, provided to give you the best information currently available. If the policy is changed, you will be promptly notified by the university.

### 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 DMU's 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 Late or non-payment of Tuition Fees

**5.2.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:

**5.2.a.i** suspend Your studies on Your Programme including stopping You commencing the next year of Your Programme or admittance onto another Programme;

**5.2.a.ii** exclude You which will include exclusion from all University services;

**5.2.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;

**5.2.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.

**5.2.b** Students who owe Tuition Fees will not get their degree or any other academic award.

**5.2.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.

**5.2.d** The University will not provide references, replacement transcripts or certifications or verification of true copy documents for Students with Tuition Fee debts or for those who have been excluded from the University for Non-payment of tuition fees.

**5.2.e** International Students may not be provided with a CAS if any part of Your Tuition Fees or Your deposit is still outstanding.

**5.2.f** 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. <u>Deposits</u>

**6.1** If You are an International Student You are required to pay a Deposit.

**6.2** Your place at DMU is not guaranteed until DMU has received the Deposit in full.

**6.3** If You pay Your Deposit but then do not Enrol, in certain circumstances, We will refund Your Deposit less a £50 administration charge. These circumstances are:

- If circumstances beyond Your control prevent You from travelling to the UK to study; or
- You fail Your English language test; or
- if Your visa application is refused for reasons other than maintenance.

**6.4** In certain circumstances, DMU may retain £1000 from Your Deposit. These circumstances are:

**6.4.a** If You change Your mind about coming to study at DMU;

6.4.b If You have used Your visa to enter the UK not to study at DMU;

**6.4.c** If You have started the course and subsequently leave;

**6.4.d** If You have provided false information, forged documents or intentionally withheld any information in Your visa application in anyway which has resulted in a visa refusal;

**6.4.e** If You do not join the Programme because Your visa application is refused on the grounds of not meeting the maintenance requirements under Tier 4 of the points based system subject to clause 6.5.

**6.5** 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, DMU will not deduct the £1,000 from fees paid 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 depending on the Programme You undertake. Details of these amounts will be found on Your individual Programme pages on: <u>http://dmu.ac.uk/study/Programmes/all-Programmes.aspx</u>

**7.3** If You are studying for Your Programme at a Partner Institution You will be responsible for paying any additional costs You incur as made known to You by the Partner Institution.

### 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 debt relates i.e., if You owe library fines You may be suspended from use of the library until full payment.

**8.3** In the event that You owe accommodation fees or other fees including Charges for late/non-return of equipment to the University, 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 or other conditions stated in Your Offer or via UCAS including any Special Requirements.

**9.2** Some Programmes of study will require You to register with a professional, statutory or regulatory body and/or to practice under licence.

**9.3** 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.

**9.4** If You are required to have a DBS check for Your Programme, You will be responsible for that fee and ID verification.

**9.5** 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.

**9.6** If Your Programme requires You to have a DBS check, You must complete an annual declaration to confirm to us or inform us of any changes in the 12 months prior.

**9.7** Failure to comply with any such Special Requirements may result in You not meeting the conditions of Your Offer and not being able to Enrol or You may be required to leave Your Programme and/or the University.

#### 10. Termination of the Contract

#### How the university can terminate this contract and require You to leave

**10.1** The University can terminate the Contract if You are in breach of any of the obligations on You in this Contract and 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 information about You;

**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 Chapter 4 of the General Regulations & Procedures Affecting Students);

**10.1.d** If You behave in a way which breaches Our disciplinary code (within the General Regulations affecting Students);

**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 notified via UCAS;

**10.1.g** If You no longer meet Special Requirements, including but not limited to fitness to practice;

**10.1.h** If You no longer have relevant immigration or visa clearance to study in the UK;

**10.1.i** If You don't carry out mandatory health and safety training required for Your Programme;

**10.1.j** If You have failed Your Programme in accordance with the Programme specific requirements for that Programme and academic regulations;

**10.1.k** If Your attendance record falls below what is required.

**10.2** How You can terminate this Contract or suspend Your studies

**10.2.a** You can end the Contract at any time by notifying us in writing and the contract will end on Our confirmed receipt of that notice.

**10.2.b** This is in addition to Your statutory right to cancel the Contract during the Cancellation Period.

**10.2.c** Your liability for fees depends on when You end the Contract after the statutory Cancellation Period.

**10.2.d** You can also make a request to Interrupt or Withdraw from Your studies at any time.

**10.2.e** If You terminate the Contract or if You Withdraw from or Interrupt Your studies You will be liable for the full Tuition Fee for that term 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 with reasonable care and skill.

**11.3** The University will provide You with support through Our dedicated student support team. The support We can offer ranges from academic support to well being in association with Our subsidised sports facilities.

# 12. Your obligations

The University requires You to comply with the terms of this Contract including the Key Documents. These obligations include:

# A- Disciplinary rules

- i. 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 General Regulations Affecting Students. <u>https://www.dmu.ac.uk/current-students/student-support/exams-deferrals-regulations-policies/student-regulations-and-policies/index.aspx</u>
- **ii.** Please note that failure to comply with these regulations 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.

# **B-** Academic Progression

- **iii.** You are expected to attend all taught sessions and tutorials. Failure to do so may result in You being suspended or excluded from the University.
- **iv.** 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 enrolment.
- v. 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.
- vi. Chapter 4 of the General Regulations Affecting Students 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.

### C- Disabilities

Applicants and Students with any condition or physical or mental health issue which may affect their studies, for example physical difficulties or hidden difficulties, are encouraged to tell the University as soon as possible so that We can take appropriate measures to help support You in Your studies at DMU. We recommend You contact Our disability officers for advice even if You are unsure about this. <u>http://www.dmu.ac.uk/study/undergraduate-study/student-support/disabilitysupport/disability-support.aspx</u>

# **D-** Fitness to Practice and Other Conditions

You agree to tell us in writing as soon as possible about any changes to Your professional body status like a change which could affect Your DBS certificate or fitness to practice or any other changes which might affect Your progress on Your Programme so We can help You.

#### E- Criminal convictions

All criminal convictions must be reported to the University, either as part of the application stage or directly to the Head of Security if already enrolled. Further information can be found in General Regulations & Procedures Affecting Students.

#### 13. Immigration And Visas

**13.1** 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 DMU may have to report You to the UK immigration authorities to comply with immigration law.

**13.2** Once You have an unconditional Offer from DMU and You have paid Your tuition fee deposit, We will send Your Confirmation of Acceptance for Studies statement (CAS). Information about immigration can be found at <a href="http://www.dmu.ac.uk/international/en/making-a-student-visa-application/tier-4-visas.aspx">http://www.dmu.ac.uk/international/en/making-a-student-visa-application/tier-4-visas.aspx</a>

# 14. <u>Contracts in relation to professional or industrial experience projects with</u> <u>third parties</u>

**14.1** Some Programmes may necessitate that You have to agree to the terms and conditions of third parties, such as a sponsor or funder, placement provider, professional bodies, accrediting bodies or relevant third party providers.

**14.2** If You do not agree to such terms and conditions, this may affect Our ability to meet Our obligations.

#### 15. Studying at Partner Institutions

**15.1** If You are studying for Your Programme at a Partner Institution You may also be subject to their student contract, regulations and conditions including their disciplinary obligations/regulations.

**15.2** The Partner Institution where You study will have certain obligations to You including as to the teaching of Your Programme and the facilities of the Partner Institution.

### 16. <u>Changes to Programme content including method of delivery, place of</u> <u>delivery and other changes.</u>

**16.1** 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.

**16.2** 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. The University will use reasonable endeavours to avoid this but in certain circumstances We may need to do so as set out below.

**16.3** When We may/will need to make changes.

Certain events or circumstances will trigger a need for us to make changes. These triggers include:

**16.3.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;

**16.3.b** changes in professional body conditions;

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

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

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

**16.3.f** altering the location of the Programme. For example, following campus consolidation to allow the University to provide the best facilities and academic provision for its Students;

**16.3.g** staff changes – if key staff leave or are absent We may have to change Our method or time of delivery or content;

**16.3.h** events requiring minor timetable changes;

16.3.i industrial action by University staff or third parties;

**16.3.j** acts of vandalism, terrorism or a security threat;

**16.3.k** damage or interruption to buildings, facilities or equipment;

**16.3.I** severe weather conditions;

**16.3.m** the acts of any governmental or local authority;

**16.3.n** where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education for Students enrolled on it; or

**16.3.0** Health and safety matters e.g. outbreak of a communicable disease.

**16.4** How We will make such changes

**16.4.a** If any of these circumstances happen and We propose to make a change, the University will, where reasonable, consult with You.

**16.4.b** If the changes are what the University deem major changes then the University, where reasonable, will seek Your agreement before making them. Major changes include:

- changing the programme award title;
- changes to core modules (removal or addition);
- 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;
- where there are significant numbers of changes and a revalidation of the programme has been recommended.

**16.4.c** If You do not agree to the major change, the University will work with You to find a mutually acceptable alternative. If that is not agreed, You can terminate the Contract.

### 17. Intellectual Property

**17.1** The University's current policy is as set out athttp://www.dmu.ac.uk/documents/dmu-Students/academic-support-office/15-08-18student-ip-policy-ug-pgt-v2.pdf

This provides that, subject to certain exceptions including those set out below, Students will own the Intellectual Property in any works created solely by the student during their Programme of study at the University.

**17.2** The exceptions where You will not own the Intellectual Property You create include:

**17.2.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;

**17.2.b** where You work on projects set by the University staff not directly related to Your Programme;

**17.2.c** where You are employed by a third party and Your employment contract requires this;

**17.2.d** when You are funded by a third party;

**17.2.e** when You are undertaking a professional or industrial experience.

# 18. <u>Complaints</u>

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: <u>http://www.dmu.ac.uk/dmu-Students/the-student-gateway/academic-support-office/student-complaints/student-complaints-procedure.aspx.</u>

#### 19. Data Protection

**19.1** The University will comply with the Data Protection Act 2018.

**19.2** 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' – <u>http://www.dmu.ac.uk/policies/data-protection/data-protection.aspx;</u>.

### 20. Accommodation Services and contracts with third parties

Non-educational services provided by the University to You, for example residential accommodation and sports centre membership, amount to separate and distinct contracts and are therefore subject to separate contractual terms.

# 21. Professional and Industrial Experience

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 employer which You agree to abide by when You accept the professional/industrial experience. They will also be subject to certain terms and conditions regulating what the University requires of You during Your professional/industrial experience these out \_ are set at https://www.dmu.ac.uk/Documents/current-students/dmu-works/professionalindustrial-experiences-student-terms-conditions.pdf

### 22. Scholarships and Bursaries

The University offers scholarships and bursaries for various Programmes from time to time subject to eligibility criteria stated on Our website page for that scholarship. Those scholarships may be subject to separate terms and conditions which You agree to abide by when You accept the scholarship. Please check the website for scholarships the University is offering and the terms applicable to them.

# 23. <u>Liability – what the University is responsible to You for and what the</u> <u>University is not</u>

# **23.1** What the University is responsible to You for:

If the University fails to comply with University 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 the University entered into this Contract.

23.2 What the University is not responsible to You for

The University will not be responsible to You for any of the following, unless the University is proven to be negligent:

• damage to or theft of vehicles and bicycles parked on University property;

- damage to or theft of Computer equipment (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity;
- personal injury or death except if caused by the negligence of University staff;
- loss of opportunity and loss of income or profit, however arising;
- any loss as a result of cyber fraud.

**23.3** The University does not exclude or limit in any way liability for

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

**23.4** The University is not responsible for events outside the control of the University including but not limited to

- over or under demand by Students, staff illness, political unrest, government restrictions, concern over transmission of communicable disease, governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and acts of God;
- industrial action by University staff or third parties;
- departure of key members of University staff or unavoidable specialist staff absence;
- events and/or activities You attend off campus which are not organised by or for DMU;
- acts of vandalism, terrorism or a security threat;
- damage or interruption to buildings, facilities or equipment;
- severe weather conditions;
- the acts of any governmental or local authority;
- where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education for Students enrolled on it; or
- health and safety matters such as the outbreak of a communicable disease
- a change in UK laws or European Laws which effect the university.

# 24. Third Party Rights

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.

### 25. Our ability to vary this Contract arises in the following circumstances

**25.1** The University reserves the general right to make reasonable changes to this Contract. Where reasonable, the University will consult (as appropriatedepending on the proposed change) on such changes.

**25.2** The University may need to make changes to the Contract in the following circumstances:

**25.3** Because of any changes in the laws which affect Our Contract, for example changes to the Data Protection Legislation or other laws and/or in the event of Brexit the university considers that the consequences of Brexit adversely affects the benefit it derives from this Agreement and/or the ability of the university to deliver our obligation to you. The university and you agree that the imposition of tariffs and other immigration barriers relating to the subject matter of this Agreement and not in existence at the date of the Agreement shall be considered a change in the overall balance.

**25.3.a** In order to comply with regulatory guidance such as guidance from the regulator, the Office for Students;

**25.3.b** In order to allow for new or improved methods of operation, services or facilities, in the view of the University;

**25.3.c** In order to make these terms and conditions clearer and/or more favourable to You; or

**25.3.d** to update or correct any mistake in the Key Documents.

**25.4** The University will give You reasonable notice before the University makes these changes or, if that is not possible, the University will notify You as soon as possible after the changes have been made.

# 26. Law and jurisdiction

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

Course Title :

Ordered on (date)

Name of consumer :

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

Address of consumer:

Signature of consumer:

Date: