

**The De Montfort University  
Undergraduate  
Student Contract**

**These terms and conditions 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, you are accepting the terms and conditions set out in this Contract and any documents referred to in this Contract.**

**We would like to draw to your attention to certain clauses in this Contract. Please note, by us drawing such clauses to your attention it does not lessen the importance of all other clauses in this Contract and you should make sure you are aware of all obligations under this Contract.**

**We draw your attention specifically to the following clauses:**

- **Your right to cancel the Contract: clause 3.**

Clause 3 sets out what you need to do to cancel the Contract. The way in which you can cancel the Contract, and the Tuition Fees and any other Charges to which you might be liable to pay, depends on when you wish to cancel.

- **How you and the university can terminate the Contract: clause 10.**

Clause 10.1 sets out the circumstances when the university may terminate the Contract against you. Clause 10.2 sets out how you can terminate the Contract or suspend your studies.

- **Other terms (contained in other documents) that you will be subject to: clause 4.**

Clause 4 sets out the documents that make up the Contract between you and the university. They are as follows: -

- This document;
- Your Offer letter;
- The university's General Regulations and Procedures Affecting Students;
- The university's Tuition Fees Policy;
- The university's Data Protection Policy;
- The university's Admissions Policy;
- The Student Charter; and
- The Student's Complaints Procedure.

- **What the university is not responsible to you for: Clause 23.**

Clause 23 sets out what it is and is not responsible to you for – you should read clause 23 carefully.

The university will not be liable to you for our failure or inability to meet our obligations under the Contract as a consequence of events outside our reasonable control. For example, if there is industrial action or political unrest which means that the university cannot deliver the services to you, the university will not be liable to you for any loss that you may experience as a result.

The university will not be responsible to you for other circumstances including damage of personal items belonging to you e.g. your computer equipment or mobile devices, damage to or theft of motor vehicles or bicycles, or loss of work submitted for assessment (you should keep a copy of work that you submit for assessment).

- **Tuition Fees: clause 5.**

Clause 5 sets out your obligations to pay your Tuition Fees and what action the university can take if you do not pay your Tuition Fees (in whole or in part). If your Tuition Fees are being paid by a third party (which includes the Student Loan Company), you will be liable for your Tuition Fees if that third party does not pay.

- **Disclosure of criminal convictions.**

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.

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.

- **Deposits: clause 6, and Immigration and Visas: clause 13.**

Clauses 6 and 13 are particularly relevant to International Students.

International Students are required to pay a Deposit (the particulars of which are more defined in the university's Tuition Policy at [Tuition Fee Payment Policies and Discounts](#)).

There are certain circumstances when the university can retain £1,000 from your Deposit (which are set out at clause 6.4).

- **Other charges: clause 8.**

Clause 8 details what action could be taken against you if you fail to pay other Charges i.e. those not directly related to your Tuition Fees, such as fines for overdue library books.

You may not be able to attend your graduation ceremony if you owe in excess of £50 in Charges at the end of your Programme.

If you owe Charges to the university and the university refers the Charge to a debt collection agency, you could be liable for an additional 10% of the Charges that are outstanding and your use of certain university facilities could be suspended.

- **Disabilities: Clause 12.3.**

Clause 12.3 sets out the support that the university may be able to offer you if you have a disability or think that you may have a disability.

- **Your attendance: clause 12.2.**

Your participation in and attendance at taught sessions and tutorials (whether that be face-to-face taught sessions and tutorials or online taught sessions and tutorials) is monitored by the university. Pursuant to the Student Monitoring Policy (a copy of which is contained in the General Regulations and Procedures Affecting Students), you are expected to participate in and attend all taught sessions and tutorials. If your attendance or presence online falls below what the university expects, or if you are found to have falsified your attendance, this could result in disciplinary action being taken against and result in your suspension or exclusion from your Programme and the university.

- **Your obligations: Clause 12.**

Your obligations, as the Student, are set out at clause 12 and you should familiarise yourself with what is expected of you. Failure by you to meet your obligations under the Contract and what the university expects of you could result in you being suspended or excluded from the university.

## **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.

Term	Definition

<b>Additional Costs</b>	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;
<b>Admissions Team</b>	means the university's admissions teams who can be found on the contact details for DMU admissions offices webpage – <a href="#">Admissions Office contact</a> ;
<b>Bursary / Bursaries</b>	means 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 on the university's webpage <a href="#">Bursaries and Scholarships</a> ;
<b>Brexit</b>	means the United Kingdom ("UK") ceasing to be a member state of the European Union or, if later, ceasing to be subject to any transitional arrangements which substantively treat the UK as a member state of the European Union;
<b>Cancellation Period</b>	means the 14 calendar day statutory period for cancellation of this Contract referred to at clause 3;
<b>CAS</b>	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;
<b>Charges</b>	means payments you may be required to pay to DMU in relation to the use of services including but not limited to 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;
<b>Contract</b>	means this agreement between you and the university and the Key Documents listed in clause 4 as amended from time to time;
<b>Deposit</b>	means the pre-payment towards Tuition Fees which you need to make to reserve your place at DMU as specified in your Offer letter and more particularised in the university's Tuition Policy, the link of which is <a href="#">Tuition Fee Payment Policies and Discounts</a> ;

<b>Deferral</b>	means deferral of assessment. You can defer an assessment or assessments in relation to your Programme but continue to exercise the rights, privileges and responsibilities of student registration, and can continue with studies (subject to any progression requirements);
<b>Equipment</b>	means but is not limited to, computers, laptops, video equipment, camera equipment, sports equipment, books and dvds;
<b>Intellectual Property</b>	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;
<b>International Student</b>	means a Student who does not qualify for 'home fee' status pursuant to the Education (Fees and Awards) Regulations 1997 and the Education (Fees and Awards) (Amendment) Regulations 2006 (as amended from time to time and/or as may be amended in response to Brexit).
<b>Interrupt studies</b>	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;
<b>Key Documents</b>	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;
<b>Module</b>	means a standalone learning package with defined content learning outcomes and assessment task(s);
<b>Offer</b>	means a conditional or unconditional offer of a place on a DMU Programme made to you in writing by DMU;

<b>Partner Institutions</b>	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;
<b>Programme</b>	means 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>	means online or on campus enrolment or registration onto your Programme for each academic year of Your Programme;
<b>Scholarship</b>	means 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="#">Bursaries and Scholarships</a> ;
<b>Special Requirements</b>	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;
<b>Statutory Cancellation Periods</b>	means the 14-day period referred to at clause 3;
<b>Student(s)</b>	means you;
<b>Terms and Conditions</b>	means the terms of your Contract with us and the conditions which apply to them as set out or referred to in this agreement;
<b>Term</b>	means the periods that make up the academic year;
<b>Tuition Fee</b>	means the fees payable by, or on behalf of, you for tuition, registration, examination and assessment which are set out in your Offer letter in exchange for us providing

	educational services to you. The Tuition Fee does not include Additional Costs or other Charges;
<b>UCAS</b>	means the Universities and Colleges Admissions Service (“UCAS”).
<b>University/We/Our</b>	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;
<b>Working Days</b>	means days, which are not bank holidays or other closed days as determined by the University;
<b>Withdraw/withdrawal</b>	means leaving your Programme permanently;
<b>You</b>	means 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.

**2.4** 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. 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 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 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 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 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 - [Tuition Fee Policy](#)

**4.4** Our Student's Complaints Procedures - [Complaints Procedure](#)

**4.5** Our Admissions Policy - [Student Admissions Policy](#)



**4.6** The University's General Regulations and Procedures Affecting Students - [Student Regulations](#)

**4.7** The University's Data Protection Policy - [Data Protection Policy](#)

**4.8** The Student Charter - [Student Charter](#)

The documents referred to at clause 4.3 to 4.8 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. The documents referred to at clause 4.3 to 4.8 are subject to annual review and may be updated from time to time. Any changes will usually come into effect at the start of the academic year immediately following the review. If any of the policies are 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 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 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 take one or more of the following actions:

**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, confirmation of award and/or achievement, 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. Deposits**

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

**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 complete Registration, in certain circumstances, we will refund your Deposit less a £50 administration charge. These circumstances are:

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

**6.3.b** You fail your English language test; or

**6.3.c** if your visa application is refused for reasons other than maintenance.

**6.4** In certain circumstances, DMU may retain £1,000 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 Programme and subsequently leave;

**6.4.d** If you have provided false information, forged documents or 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: [Course pages](#)

**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 the debt relates i.e., if you owe library fines you may be suspended from use of the library until full payment is made by you.

**8.3** In the event that you owe accommodation fees or other fees including Charges for late/non-return/damage 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, statutory, regulatory 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. If you are unable to pay such fees, you should contact the university's Student Finance and Welfare team on 0116 257 7595 (select option 3 and then option 3 again) or by email to [sfw@dmu.ac.uk](mailto:sfw@dmu.ac.uk), to discuss whether you may be eligible for financial assistance from the DMU Support Fund.

**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** 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 Register 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 (in the reasonable view of the university) 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 and Procedures 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 and/or online presence 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 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**

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

### **12.1 Disciplinary rules**

**12.1.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 General Regulations and Procedures Affecting Students - [Student Regulations](#).

**12.1.b** 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.

### **12.2 Academic Progression**

**12.2.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.

**12.2.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.

**12.2.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.

**12.2.d** Chapter 4 of the General Regulations and Procedures 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.

### **12.3 Disabilities**

**12.3.1** 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 DMU.

**12.3.2** 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](#).

### **12.4 Fitness to Practice and Other Conditions**

**12.4.1** You agree to tell us in writing as soon as possible about any changes to your professional body status. Examples include a change which could affect your DBS certificate or fitness to practice or any other changes which might affect your progress on your Programme. You agree to inform us of such issues so we can try to help you, for example by helping you to consider how this may affect your progress on your Programme and discussing your options as a result.

### **12.5 Criminal convictions**

**12.5.1** All criminal convictions must be reported to the university, either as part of the application stage or directly to the Head of Security at [security@dmu.ac.uk](mailto:security@dmu.ac.uk) if you are already registered. Further information can be found in the General Regulations and Procedures Affecting Students.

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

**12.6.1** 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 and IT credentials could be deemed a disciplinary issue and will be dealt with under the University's General Regulations and Procedures Affecting Students to which you are subject.



### **13. Immigration And Visas**

This clause 13 is relevant to International Students.

**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 [Visa Advice](#).

### **14. Contracts in relation to professional or industrial experience projects with third parties**

**14.1** 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.

**14.2** 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.

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

**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.l** 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, in the reasonable view of the university, for Students registered on it; or

**16.3.o** 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, but are not limited to:

**16.4.b.i** changing the Programme award title;

**16.4.b.ii** changes to core modules (removal or addition);

**16.4.b.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;

**16.4.b.iv** 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 try 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 at [IP Policy](#).

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 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 (whether that work is directly related to your Programme will be determined by the university);

**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.

**17.3** If you are contemplating further study with us after you have completed your Programme, the circumstances in which you will and will not own the Intellectual Property you create could be different to those terms that applied to you under this Contract.

## **18. Complaints**

**18.1** 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](#).

## **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

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

**20.1** Non-educational services provided by the university to you, for example residential accommodation and sports centre membership (such as at the Queen Elizabeth II Leisure Centre), amount to separate and distinct contracts and are therefore subject to separate contractual terms.

## **21. Professional and Industrial Experience**

**21.1** 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](#).

## **22. Scholarships and Bursaries**

**22.1** 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.

## **23. Liability – what the university is responsible to you for and what the university is not**

**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 you and 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:

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

**23.2.b** damage to or theft of computer equipment (including infection with a computer virus) and mobile devices belonging to you and/or Equipment on loan to you by the university;

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

**23.2.d** injury arising from voluntary sporting activity;

**23.2.e** personal injury or death except if caused by the negligence of university staff;

**23.2.f** loss of opportunity and loss of income or profit, however arising;

**23.2.g** any loss as a result of cyber fraud;

**23.2.h** damage to or loss of personal items belonging to you.

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

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

**23.3.b** fraud or fraudulent misrepresentation; or

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

## **23.4** The university is not responsible for its failure or inability to meet its obligations under this Contract as a consequence of events outside the reasonable control of the university including but not limited to:

**23.4.a** 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 (for example, events caused by the effect of nature or natural causes and outside human control or activity);

**23.4.b** industrial action by university staff or third parties;

**23.4.c** departure of key members of university staff or unavoidable specialist staff absence;

**23.4.d** events and/or activities you attend off campus which are not organised by or for DMU;

**23.4.e** acts of vandalism, terrorism or a security threat;

**23.4.f** damage or interruption to buildings, facilities or equipment;

**23.4.g** severe weather conditions;

**23.4.h** the acts of any governmental or local authority;

**23.4.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; or

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

**23.4.k** a change in UK laws or European Laws which affect the university;

**23.4.l** Events of national mourning.

## **24. Third Party Rights**

**24.1** 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.

## **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 with you (as appropriate depending on the proposed change) on such changes.

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

**25.2.a** Because of any changes in the laws which affect the Contract, for example: -

**25.2.a.i** changes to the Data Protection Legislation or other laws;

**25.2.a.ii** as a result of Brexit (in the reasonable view of the university), the university considers that the consequences of Brexit adversely affects its ability to deliver its obligations and services to you and/or your ability to benefit from such services. For example, Brexit may result in the imposition of tariffs (such as taxes and financial burdens) and other immigration barriers on the UK, which may affect UK taxation laws and immigration laws, and other legislation. Such circumstances may affect our ability to fulfil our obligations to you under the Contract. You agree that those sorts of changes would amount to ones that may require the university to make changes to the Contract.

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

**25.2.c** In order to allow for new or improved methods of operation, services or facilities, in the view of the university;

**25.2.d** In order to make these terms and conditions clearer and/or more favourable to you; or

**25.2.e** to update or correct any mistake in the Key Documents.

**25.3** 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**

**26.1** 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:**