

# The Student Police Officer Contract

*(formerly Terms and Conditions)*

*Date updated: 14 January 2021*

This document sets out the terms and conditions between Brunel University London (the “University”; “we”; “our”; or “us”) and students on our programmes of study.

This Student Police Officer Contract contains important information which you need to read carefully prior to completing the registration process to ensure that you understand its contents. If you have any questions about these Terms and Conditions, please contact the [Assistant Director \(Academic Services\)](#).

## 1. Mutual rights and obligations

The University is committed to providing you with a challenging learning experience that can help you reach your full potential. The University strives to provide excellence in teaching and research and to enhance the student experience by focusing on the needs of our students, seeking to instil a shared sense of inclusiveness, collegiality and community. It aims to equip versatile graduates with the confidence to apply what they have learned for the benefit of society.

The creation and management of an environment that is conducive to learning and research and to the enjoyment of a positive student experience requires all members of the University, staff and students alike, to treat each other with mutual dignity and respect. The University requires all its students to behave responsibly and to maintain standards of good conduct at all times. Anti-social behaviour or any other form of student misconduct, however minor, can negatively affect the good order of the University and disrupt the positive learning and wider experience of others. Students are required to comply with the Code of Conduct, a copy of which can be found on the [Student Complaints, Conduct and Appeals webpages](#). Breach of the Code which constitutes Student

Misconduct, as defined in [Senate Regulation 6](#), may result in disciplinary action being taken by the University under this Regulation and/or the Unfair Academic Practice Policy. Penalties may include exclusion from the whole University for a defined period, suspension of your studies for a defined period or permanent expulsion. Should you pose a potential or actual threat to the University, its staff or students, then precautionary action may also be taken to temporarily suspend your studies and/or exclude you from the University campus for a defined period of time.

As a student you will be provided with the tuition and academic support associated with your programme. In addition, the University offers extensive pastoral support such as support for learning and for your health and welfare.

Your place with the University will be conditional upon you registering at the start of your programme and enrolling at the start of each subsequent academic year. Your place will be subject to the terms and conditions stated in information on our web pages and the contractual information published at the end of this document together with (as from time to time in force and /or updated):

- the University's Charter, Statutes, Council Ordinances and Senate Regulations;
- all the University's rules, policies and procedures (including the rules, policies and procedures of your College and/or Research Institute);
- the Course Specific Regulations and policies and procedures sitting under these<sup>1</sup>;
- the information contained in your Student handbook; and
- the information and agreements set out in your Commitment Statement.

These documents, which comprise our "Terms", contain the University's requirements in particular in relation to:

- admission, registration and attendance;

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<sup>1</sup> All student regulations, policies and procedures can be found within the BIG Portal inside the Knowledge Zone. You will be sent an email to activate your BIG Portal access once you have completed your University registration. If you would like a copy of these documents beforehand, please contact the [Assistant Director \(Academic Services\)](#).

- payment of other charges (e.g. library fines);
- academic progression, conduct, assessment and awards;
- general conduct, fitness to study, fitness to practise and professional suitability (including the requirements of any relevant Professional, Statutory or Regulatory Body);
- immigration;
- equal opportunities, harassment, and health and safety; and
- use of the University's services and facilities including those relating to IT, the Library, sports and fitness, and car parking.

Some of these documents may be accessed at [General information, documents and policies, Administration](#), in the Undergraduate prospectus / Postgraduate prospectus. Alternatively, copies can be obtained upon request from the University's [Quality Assurance Team](#).

Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply with these requirements could result in the University taking action against you under the relevant procedures which could lead to the University terminating your registration or revoking your award.

## **Complaints**

We welcome comments on your experience of being a student at the University and look to make improvements where we can. If there is something that you are unhappy about, please tell us straightaway so that, if possible, we can put it right. If you wish to complain about an action or lack of action by the University, or any aspect of our service, you may do so using the Complaints Procedure. The University also offers a free Mediation Service that can be used to resolve most grievances quickly and easily.

If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator: [www.oiahe.org.uk](http://www.oiahe.org.uk)

The University policies and procedures are in addition to the protections students have under consumer protection law, and do not impinge on their consumer rights.

## **2. Conditional offers**

Your place will be subject to you meeting any offer conditions we or your employer tell you of in writing, such as obtaining particular qualifications and/or satisfying all necessary legal and other requirements to study here on your chosen programme (for example in relation to criminal record checks and disclosure, health checks and immigration clearance).

## **4. Health requirements**

For some programmes (for example education, physiotherapy, occupational therapy and social work) you may be required to disclose certain information about your health and to undergo health checks. You may also have to produce evidence of immunisation against certain diseases in order to take up your place and/or continue with your studies. Our offer letter and information provided in relation to specific programmes on our website and in our prospectuses will tell you when such health requirements apply.

The University will consider whether the information resulting from any disclosure, health checks and/or immunisation history is compatible with you taking up your place or continuing on your programme.

For further information in relation to health requirements please contact your College.

## **5. Student support, health and welfare**

The University is committed to creating an inclusive and supporting community, which promotes wellbeing and enables all students to achieve their full potential. Our commitment to prioritising and delivering a university-wide

approach to wellbeing is embedded in our Mental Health and Wellbeing Strategy. Student Services provide an extensive variety of support services to all students, to help ensure you have a supportive and productive experience whilst studying.

The Student Centre can help you throughout your student journey, from registration to graduation, and is comprised of three teams:

- Student Centre Advisors, who can assist with a wide range of enquiries that cross departments;
- Immigration Team, who provide specialist advice to international, exchange and study abroad students; and
- Student Support and Welfare Team, who can offer support and guidance on a range of personal, welfare and financial issues, as well as running Well@Brunel, the University's wellbeing service.

The Student Centre should be the first point of enquiry for all queries and support needs.

The Student Wellbeing Team provides ongoing support to help students overcome certain challenges to ensure they can achieve their goals. The Team is comprised of Counselling and Mental Wellbeing; the Disability and Dyslexia Service; and the West London Assessment Centre, who can undertake assessments for those who have successfully applied for Disabled Students Allowance. If you have a disability or other support need, you are strongly advised to disclose it to the University on application, so that the University can best support you with your needs throughout your studies.

The University values inclusiveness and supports the development of a culture where all may live, study and work without encountering prejudice or discrimination. This commitment to equality and diversity underpins the core values outlined in our [strategic plan](#). The Equality and Diversity Team provide support and guidance on a range of equality and diversity issues, and advance inclusive practice and policies throughout the University.

Further information about the student support services the University provides can be obtained from [Student Services](#).

## **7. Payment of deposits, fees and other charges**

Although you are not responsible for your tuition fees, it will be your responsibility to ensure that other applicable fees and charges payable to the University are paid when due, for example fees relating to Library Loans.

Where a third party (such as a sponsor or employer) is responsible for payment on your behalf, we will agree a contract for services with your employer which will outline the terms and conditions for payment.

If you cease to be a student of the University, because for example you cease to be employed by MPS you may still be liable for any outstanding fees and charges.

It is important that you read [Council Ordinance 11](#) and the [Student Financial Policy](#) carefully as these set out the University's and your respective rights and obligations in relation to fees and charges, including the refund of sums paid to the University, circumstances when compensation may be considered, and the consequences of failing to pay other applicable fees and charges.

## **8. Data protection**

The University uses your personal data as set out in its [Data Protection Policy](#). Further details are outlined below:

### **What personal information does the University collect about me and when?**

As part of the Registration (at the start of your course) and Enrolment Task (at the start of every subsequent academic year), the University will be provided with some of your personal information to enable the completion of your registration. This information is held securely in accordance with MPS data security requirements.

## **Why does the University collect personal information from me?**

Personal information about students is collected by the University for a number of purposes, both internal to the University and for external education-related agencies.

## **Who does the University share my data with?**

Data stored in the University Student Records System is shared with a number of internally managed systems. This data transfer is mandatory and allows you, and the University staff to undertake administrative and academic related tasks.

The systems receiving your data are:

### *Virtual Learning Environment*

Student, module and assessment-related data to provide access to course learning materials;

### *Digital Examinations and Assessments*

Student, module and assessment-related data to enable students to undertake online examinations and assessments, and to receive feedback electronically;

### *ID and Access Management*

Student photo, details and course-related information to provide access to facilities across campus;

### *Digital Transcripts and Certification*

Student details, module, course and assessment-related information to produce secure digital academic transcripts and award certificates;

### *Security Incident Database*

Student photo, details and course-related information for security-related checks and the provision of emergency contact information;

### *University Library System*

Student and course and information for access to and allocation of library resources;

### *Union of Brunel Students*

Student and course information to enable the Union of Brunel Students to communicate with its members;

### *Active Directory*

Student and course details to allow access to the University network in line with the University's [Acceptable Computer Use Policy](#) and [Network Account Policy](#);

### *University Timetabling System*

Student, module and assessment-related data to allow for effective scheduling and timetabling of events;

### *Student Services Specialist Satellite Systems*

Student and course-related data to manage local activities, such as disability & dyslexia assessments and mental health advice.

## **Third Party Agencies**

### *Babcock International*

We will share the data we hold about you with Babcock International, who will use it in the context of supporting the delivery of our courses and in order to meet their obligations in respect of external returns and degree apprenticeships.

## **If I think the personal information the University holds about me is incorrect, how do I get the University to change it?**

Your address and contact details need to be updated with the Metropolitan Police Service in the first instance, who will inform us of the changes.

## **What is the Emergency Contact 'Opt-In' Scheme?**

The support we offer our students includes an Emergency Contact 'Opt-in' Scheme, which you can elect to join at registration or enrolment. If you join the Scheme, you nominate someone to act as a point of contact in emergencies, such as a parent, guardian or friend. If staff are worried about you, they can contact this named individual. You can change your nominated emergency contact or opt out of the Scheme within the eVision portal.

## **9. Intellectual property**

The University has an [Intellectual Property \(IP\) Policy](#) dealing with intellectual property created whilst you are a student at the University. Such IP will normally be owned by you. In certain limited circumstances such IP will be owned by the University, for instance to allow the University to protect and commercialise the IP from a project as a whole or to protect its charitable status. By accepting a place at the University, you are formally accepting the University's rights of ownership and rights to use and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy.

## **10. Disclosure of information generally**

The University may amend or withdraw our offer of a place or terminate your registration if it determines that you have made any fraudulent, false or misleading application or statement to the University, or if you have failed to disclose relevant information to the University (including in respect of criminal convictions) or have produced falsified documents, whether on your application

or whilst on your programme. In such cases the University may take action against you under its [Admissions Policy](#), [Student Misconduct and Professional Suitability procedures](#), or other relevant policy or procedure.

## **12. Insurance**

The University will not insure your personal possessions and you should consider making arrangements to do so yourself if you wish to have insurance in place.

## **14. Our right to make changes to the contract**

The University makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in its published material.

Whilst the University will always try and minimise making changes to the contract (including changes to the services and/or course), there may be times where changes are needed.

This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

### **Changes after you have entered into the contract with us**

Where we need to make changes to the contract and services after our contract has been formed, we will, in each case, assess the potential impact of such change on the contract and our students, and will follow the principles set out in this section.

The University is always looking to improve and enhance students' experience with us and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

The circumstances that we describe in this section are not the only ones that may arise during your studies with us, but will give you some context as to when we may need to amend the contract (including the services and course). The section below provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in this section.

### **When we can make changes to the contract**

We can make changes to our contract (including to the services and/or course and/or our Student Handbook):

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Office for Students and/or any other regulatory body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- due to withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;

- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner;
- To preserve the health and safety of students and/or members of staff; and to implement public health guidance;
- for any other valid reason.

## **What type of changes may be made?**

The circumstances presented in the section above may result in a number of different changes being made by the University. We have set out in this section some examples of these changes and, to help you understand what they may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of this section will apply depending on the type of change that is anticipated at the time.

### (i) Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of your course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the course;
- reasonable changes to the methods by which the course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the course;
- changes to the location of your course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your course;
- changes to reading lists to deal to ensure the course remains as up to date as possible;
- procedural changes to our Student Handbook that help improve the same to your benefit;

(ii) Major Changes (non-exhaustive list of examples)

- changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory modules on your course;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location or specification of your course teaching facilities, which could include moving the course to a different campus or a location that is not located near the original delivery campus;
- to make significant changes to our Student Handbook that help improve them where the same are not to your benefit.

**How we will tell you about changes to the contract once you are on your course**

For minor changes, the Taught Programme Office (TPO) or Programme Lead will notify you of these changes normally through the Virtual Learning Environment - Blackboard Learn (BBL) or via email, by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

For major changes, the Taught Programme Office (TPO) or Programme Lead will notify you of these changes normally through the Virtual Learning Environment - Blackboard Learn (BBL) or via email, and in some instances this may also be formally in writing by providing you with as much notice as is in our view as soon as possible, and in any event, generally no later than one terms notice before we are due to make the relevant change.

**Student Protection Plan**

If the University invokes its right to make changes in accordance with the above, it shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.

The University has a [Student Protection Plan](#) in place which outlines the risks to the continuation of student's study, the mitigation measures in order to protect students, and the measures it will enact should these outcomes evolve.

The University will provide students with educational services with reasonable care and skill. The University will also provide students with a range of pastoral and support services in addition to the services being provided under this contract. Please note that the availability and scope of these pastoral and support services may be subject to change during your programme of study for a variety of reasons including, but not limited to, in response to funding arrangements and the needs of students. The University therefore maintains a discretion to vary and/or amend the availability and scope of pastoral and support services at any time.

## **15. Our liability**

Nothing in this contract excludes any liability which it would be unlawful to exclude.

(a) What we are responsible to you for:

If we fail to comply with our obligations under this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

(b) What we are not responsible to you for:

We will not be responsible to you for any of the following, (unless we have been 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/ies;
- 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.

(c) We do not exclude or limit in any way our liability for:

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

(d) Events outside our control

The University will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:

- strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
- acts of God;
- pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
- governmental requisitioning, emergency planning or provision;
- war, protests, fire, flood, storm, tempest, explosion;
- an actual, suspected or threatened act of terrorism;
- riot;

- civil commotion;
- national emergencies;
- breakdown of plant or machinery;
- actions or defaults of placement providers; or
- default of suppliers or sub-contractors

The contract between you and us is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

This contract is between you and us, and no other third party shall be entitled to make any claim in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Each of the provisions above is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

## **16. Notices**

In the event that you need to contact the University, but are unsure who to send your communication to, please send it to [the Assistant Director \(Academic Services\)](#).

If the University needs to contact you in writing, such communication will be sent to the last contact address provided by you through eVision. It is your responsibility to ensure that the contact address that the University holds for you on eVision is a current one.

If you require this document in an alternative format, please contact [the Assistant Director \(Academic Services\)](#).