

# The Student Contract

Date updated: 1<sup>st</sup> August 2019

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.

When you accept an offer of a place on a programme at the University, a legal contract is formed between you and the University on the basis of the terms and conditions of our offer (set out in the offer letter) and the terms and conditions set out here. This document therefore contains important information which you need to read carefully prior to accepting our offer 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. 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 our offer letter to you, the information contained in the University prospectus for the year of your entry, 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); and
- the information contained in your College handbook.

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

- admission, registration and attendance;
- payment of fees and other charges;
- 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](#), and 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 relevant University procedures (for example those relating to academic conduct or progression, student misconduct, fitness to practise, Professional Suitability, fitness to study or fees) 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 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).

The offer letter will identify whether our offer is subject to you meeting specific conditions and the dates by when you will need to have met them. It will also direct you to any specific programme requirements.

## **3. Disclosure of criminal convictions and related information**

As a condition of taking up your place at the University, you are required to disclose as part of the Admissions process and on a continuing basis any relevant, unspent criminal convictions. For some programmes, (for example, physiotherapy, occupational therapy, social work and teaching), you may be required to disclose all convictions and cautions, (whether spent or unspent with the exception of Protected Convictions and Cautions as defined by the Rehabilitation of Offenders Act 1974 (Exceptions Order 1975 (Amendments) (England and Wales) Order 2013), and to undergo a Disclosure and Barring Service (DBS) application, previously known as a Criminal Records Bureau (CRB) check, and other checks both prior to and post registration. The University will inform you when such disclosure and checks apply.

The University will consider whether any unspent or spent criminal convictions or related information are compatible with you taking up your place or continuing on your programme in accordance with its [Policy on the Acceptance of Ex-Offenders](#)

The University may be under a duty to disclose information about you to professional, regulatory or statutory bodies.

## **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](#).

## 6. Immigration

The University is a registered Tier 4 (General) sponsor. The UK operates a points-based immigration system underpinned by the principle of visa sponsorship. A Tier 4 visa is issued to study in the UK, and the Tier 4 sponsor is the educational institution where the student will study. The visa is issued for a specific full-time course at the institution.

In line with the University's obligations as a Tier 4 sponsor, *all* applicable students registered at the University must have the required immigration permission to be allowed to study in the UK for the entire duration of their course. Registration may be refused or subsequently terminated if this is not the case.

### Tier 4 Students

The University will sponsor students from outside of the European Economic Area (EEA) who require a Tier 4 (General) visa to study in the UK on a full-time basis.

At the outset of the University's registration process, and as part of the University's record keeping obligations, if you are a student from outside of the EEA, you will need to provide the University with your passport and Biometric Residence Permit (BRP), or any other evidence of your immigration status, as required.

You will also be required to supply your UK contact details (including UK address, telephone number and/or mobile telephone number, and email address) and to keep these up to date for the duration of your registration.

Please note that the University is obligated to report to UK Visas and Immigration (UKVI) any Tier 4 student who (amongst other matters):

- Fails to register for their nominated programme;
- Is absent from their programme without permission;
- Withdraws from the University for any reason (including on a temporary basis);
- Changes their course of study; and/or
- Breaches the conditions of the visa (for example, the restrictions on working in the UK).

Non-compliance with your Tier 4 responsibilities and/or other immigration-related obligations could result in action being taken against you by the University under Senate Regulation 6 or Senate Regulation 15. This may lead to the termination of your registration and/or Tier 4 sponsorship. Your responsibilities as a Tier 4 student are set out below.

Once in the UK you must take responsibility for ensuring that you comply with the conditions of your Tier 4 visa whilst studying in the UK. In particular, you must ensure that you abide by the work conditions that apply to you, in relation to the number of hours you can work per week, and the types of employment you are allowed to undertake. This can differ depending on your programme of study.

Rights to Work guidance is available on the Student Centre's website (for current students) and on the University's external website. Please note that if you choose to

withdraw from your studies, or if your registration is terminated by the University, this could affect the validity of your visa and your ability to work or remain in the UK.

If your leave to remain in the UK is curtailed by the UKVI, the University may be required to re-evaluate your registration status as you will no longer be able to study in the UK.

Further information in relation to immigration issues which could affect you are listed below:

#### **Tier 4 Student Visa Information**

[Visa Regulations \(see Term-time Working and Work-Study Balance\)](#)

[Home Office Information on UK Visas and Immigration](#)

[Your responsibilities as a tier 4 student](#)

or please contact [immigration@brunel.ac.uk](mailto:immigration@brunel.ac.uk)

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

It will be your responsibility to ensure that all deposits, tuition and other fees and charges payable to the University are paid when due. For international students, tuition fees are paid at the point of registration, and for Home/EU students, when requested after enrolment. The offer letter will confirm the amount of tuition fees and any other mandatory charges that you will be required to pay. (Please refer to Section 11 of this document, which refers to Accommodation charges).

Where a third party (such as a sponsor or employer) is responsible for payment on your behalf, you will need to make sure that they make payment when due, otherwise you could find yourself liable for payment.

If you cease to be a student of the University, because for example you withdraw or the University terminates your registration, 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 including but not limited to circumstances in which sums paid to the University will be refunded and circumstances when compensation may be considered. They also set out the potential consequences if you fail to make payment such as the University's ability to terminate your registration and/or to withhold awards. In addition, non-payment of fees and/or charges could result in the University taking legal action against you to recover outstanding amounts.

In particular, please note that [Council Ordinance 11](#) permits the University to raise the tuition fees confirmed in the offer letter by no more than 5% or in accordance with RPI (Retail Price Index), whichever is the greater, on a yearly basis.

## 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 collects the following information:

- Personal information (address details, emergency contact details, equality data)
- Financial information (how you intend to pay for your tuition fees)
- Immigration documentation (international students) (copies of your passport and BRP)

### 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 Residences System*

- Student details to assist with allocation and management of accommodation data;

#### *University Finance System*

- Student, course and financial transaction information for debt management and student payment purposes;

#### *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**

#### *Higher Education Statistics Agency (HESA)*

The University is required to share the data we hold about you with the Higher Education Statistics Agency (HESA), who will use it in an anonymous form for statistical analysis and may share it with other central government departments, agencies and administrations. For further information regarding how HESA uses your information, please see:

<https://www.hesa.ac.uk/about/regulation/data-protection/notices#Student>  
[https://www.hesa.ac.uk/files/HESA\\_Student\\_Collection\\_Note\\_2019-20%20v1.pdf](https://www.hesa.ac.uk/files/HESA_Student_Collection_Note_2019-20%20v1.pdf)

### *National Student Survey (NSS)*

Full details of the data shared with Ipsos MORI can be found at:  
<http://www.thestudentsurvey.com/privacy-statement.php>

### *UKNARIC*

If applicants' qualifications require further investigation regarding equivalence to UK qualifications, certificates and transcripts may be shared with UK NARIC qualification advisors. For further information please see: <https://www.naric.org.uk/naric/>

### *UCAS*

If applicants apply to the University via a Record of Prior Acceptance (RPA) form, information will be shared with UCAS, including personal and contact information and qualification history. If an applicant provides fraudulent qualifications and information, those details, including certificates and transcripts, will be sent to the UCAS Verification team. For further information please see:

<https://www.ucas.com/undergraduate/applying-university/filling-your-application/fraud-and-similarity>

### *NHS*

For funding purposes on certain professional courses, certain details (forename, surname and contact email address) will be shared with the NHS Bursary team, relating to successful NHS bursary holders. For further information, please see:  
<https://www.nhsbsa.nhs.uk/student-services>

### *UK Visas and Immigration (UKVI)*

The University is required to share course, registration, attendance and location of study information with UKVI in order to ensure we comply with our obligations as a Tier 4 sponsor. For more information, please see:

<https://www.gov.uk/government/organisations/uk-visas-and-immigration>

### *Student Loans Company (SLC)*

The University is required to share course, fee, registration and attendance information with the SLC in order to ensure that a student's funding package is correct. For more information, please see:

<https://www.slc.co.uk/about-us.aspx>

### *US Department of Education*

The University is required to share, course, fee, registration and attendance information with the US Department of Education for the purpose of processing US Federal Student Aid for students from the United States of America. For more information, please see: <https://studentaid.ed.gov/sa/types/loans>

### *Sallie Mae*

The University is required to share, course, fee, registration and attendance information with Sallie Mae for the purpose of processing private student loans for students from the United States of America. For more information, please see:  
<https://www.salliemae.com/>

### *STA International*

The University will share contact details (name, address, contact telephone number, contact email and date of birth) with STA International, should it be required to engage the services of STA International to recover outstanding fees and associated charges. For more information, please see:

<https://www.stainternational.com/>

### *Education and Skills Funding Agency (ESFA)*

If you are studying at the University as an apprentice, we are required to share the data we hold about you with the ESFA, who will use it for the delivery of its work in the context of funding education and skills in England for children, young people and adults, and delivery of key services in the education and skills sector in England including the apprenticeship service, the provision of information, advice and guidance through the National Careers Service, and the Learning Records Service. For more information, please see:

<https://www.gov.uk/government/publications/esfa-privacy-notice/education-and-skills-funding-agency-privacy-notice-may-2018>

### *InterActive Pro*

If you are studying an online programme with the University, we are required to share the data we hold about you with InterActive Pro, who will use it in the context of supporting the delivery of our online courses. For more information, please see:  
<https://www.interactivepro.org.uk/privacy-policy>

## **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 can be updated within the eVision portal. Any other personal information updates can be made by the Student Centre. You can contact them at [student.centre@brunel.ac.uk](mailto:student.centre@brunel.ac.uk).

## **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.

## **11. Accommodation**

The terms of any offer by the University (or any other party) to provide you with accommodation during your studies will be the subject of a separate accommodation contract and payment of accommodation fees and charges under that separate contract.

Please see the [Accommodation pages](#) for general information and guidance regarding the provision of University accommodation.

## **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.

## **13. Your right to cancel**

When you accept an offer of a place on a programme at the University, a legal contract is formed with the University on the basis of the terms and conditions set out in the offer letter and those set out in this document.

This contract may be ended by the University if the relevant conditions are not met or our terms not complied with.

### **Right to cancel**

You have the right to cancel the contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the contract being formed as described above, without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of this contract (i.e. when you accept the offer of a place on a programme at the University).

To exercise the right to cancel, you must inform the University of your decision to cancel the contract by a clear statement (e.g. a letter or message sent by e-mail). You should exercise your right to cancel by contacting us at: Admissions Department, Brunel University London, Kingston Lane, Uxbridge, Middlesex UB8 3PH ([admissions@brunel.ac.uk](mailto:admissions@brunel.ac.uk)). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

If you cancel the contract within the 14 day cancellation period, the University will reimburse to you all payments received from you.

If you requested the University to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract, in comparison with the full coverage of the contract.

If you have any queries regarding our Terms, please contact [the Assistant Director \(Academic Services\)](#).

## **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 to pre-contract information**

If any information that we may have given to you at the time you were researching the University and making an application for the course changes by the time we send out our offer, we will highlight details of those changes in the offer letter.

By accepting our offer, you will be confirming that you are accepting our offer on the basis of the changes documented in the offer letter. Examples of changes that we may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient student numbers to make the course viable, we may need to combine, alter or discontinue a course;
- where we advised that the course was subject to approval/accreditation at the time we advertised the course, if approval/accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a course;
- changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the course.

## **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;
- 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.

### **Pre-commencement of course**

There may be times where we need to discontinue the course or decide not to provide the course, or to merge or combine the course with other courses of study, if such action is reasonably considered to be necessary by the University. If the University decides to take such action prior to the course commencing, then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this contract by written notice to the University. In these circumstances you will be entitled to a refund of any deposit/fees which you have paid to the University.

### **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 \(Academic Services\)](#).

## **Appendix 1**

### Model Application Cancellation Form

If you have accepted our offer and wish to utilise your right to cancel (within 14 days of offer acceptance) please use the following wording on your communication to the Admissions Department, Brunel University London, Kingston Lane, Uxbridge, Middlesex UB8 3PH ([admissions@brunel.ac.uk](mailto:admissions@brunel.ac.uk))

I [\*student name\*] hereby give notice that I [\*student name\*] cancel my contract (application) for the supply of the following service: programme of Higher

Education level study

Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Student Number:

Name of student:

Address of student:

[Signature of student:]

Date: