

# THE STUDENT CONTRACT

## ACADEMIC YEAR 2019/20



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This sets out the terms and conditions between the University 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 your offer and the terms and conditions set out here. This therefore contains important information which you need to read carefully prior to accepting your 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) – [Kate.Harvey@brunel.ac.uk](mailto:Kate.Harvey@brunel.ac.uk)

### 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 instill 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 by [Senate Regulation 6](#) may result in disciplinary action being taken by the University.

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 and disclaimer 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 practice 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 [Policies and Other Important Documents page](#), the [Administration](#) page and in the Undergraduate prospectus / Postgraduate prospectus. Alternatively, copies can be obtained upon request from the University's Quality Assurance Team - [quality-officers@brunel.ac.uk](mailto:quality-officers@brunel.ac.uk).

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.

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.

## **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, disclosure of previous conviction details, health checks and immigration clearance).

Your offer letter will identify whether your 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. Your 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**

Brunel University is committed to creating an inclusive and supportive 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 provides an extensive variety of support services to all students, to ensure you have a supportive and productive experience whilst studying.

The Student Centre help you throughout your student journey, from registration to graduation, and is comprised of three Teams – the Student Centre Advisers, who can assist with a wide range of enquiries that cross departments; the Immigration Team, who provide specialist advice to international, exchange and study abroad students; and the 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 the 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

Brunel University London 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. 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 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 to the University with your passport and Biometric Residence Permit (BRP), or any other evidence of your UK 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,
- 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 here.

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 Brunel'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 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 students, when requested after enrolment. Your offer letter will confirm the amount of tuition fees that you will be required to pay. 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 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. 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 your 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](#).

### *Privacy Notice*

#### **What personal information do you collect about me and when?**

As part of the Registration Task (at the start of your course) and Enrolment Task (at the start of every subsequent academic year), Brunel University London 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 do you 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 do you 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 Brunel 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 produce secure digital academic transcripts and award certificates;
- **Security Incident Database** - Student photo, details, and course-related information for security-related checks and 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 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 and dyslexia assessments and mental health advice.

### Third Party Agencies

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

We are 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 more information regarding how HESA uses your information, please see <https://www.hesa.ac.uk/about/regulation/data-protection/notices%20-%20Student>

#### *National Student Survey (NSS)*

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

#### *UK NARIC*

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 Brunel University London 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, 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)*

We are 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)*

We are 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*

We are 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*

We are 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 Brunel University London 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 Brunel University London, 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 you hold about me is incorrect, how do I get you to change it?**

Your address and contact details can be updated within the eVision portal. Any other personal information updates can be made via 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 [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 your 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 in the programme of your application or whilst on your programme. In such cases the University may take action against you under its Admissions Policy, Fitness to Practice 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.

Check 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.

### **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 your 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. The contract is governed by English law and subject to the jurisdiction of the English courts.

In entering into that contract, neither you nor the University intends that any of the terms of the contract will be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

### **Right to cancel**

You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days 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 receive written confirmation of your acceptance of an offer of a place on a programme at the University).

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter 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 this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.

If you requested 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 this 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 – Kate.Harvey@brunel.ac.uk).

## **Disclaimer**

The University makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in this publication and other University documents.

However, the University may in some circumstances be required to:

- make reasonable variations to the content and/or syllabus of programmes of study;
- alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
- make changes to or withdraw placements
- make reasonable changes to its statutes, ordinances, regulations, policies and procedures; and/or
- combine programmes of study.
- suspend, discontinue or not provide programmes of study.

The University may be required to take the actions outlined above in the following circumstances and/or for the following reasons:

- if the University reasonably considers this to be necessary in order to appropriately manage its resources and/or pursue its policy of continuous improvement in the best interests of students;

- because a key member of staff is unwell or leaves the University and/or because too few students apply to join a programme for it to be viable;
- due to developments in theories or practices in academic, professional and/or research areas, which will be in the interests of students;
- to comply with changes in law or comply with the instructions of the University's regulators or a professional body;
- in order to implement enhancements recommended by the University's External Examiners or identified through quality assurance processes, for example Programme Review;
- to respond to any changes in external funding arrangements;
- to respond to the requirements of a placement provider and/or the ability of a placement provider to provide a placement; and/or
- to ensure compliance with best practice in the sector in the interests of students

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.

In the unlikely event that the University discontinues or does not provide a programme of study or significantly changes the content or syllabus of a programme, method of delivery or method of assessment of a programme or the location at which a programme is taught, (in each case either before or after a programme begins):

- the University will consider and implement any mitigation measures it concludes are reasonable and proportionate in the relevant circumstances, to minimise any disruption to students' studies;
- the University will tell the relevant individuals at the earliest possible opportunity;
- the University will seek to offer the individual a suitable replacement programme at the University for which the individual is qualified (and subject to the individual student meeting relevant conditions for the programme);
- if the individual does not wish to accept the University's offer of a replacement programme or the University is unable to offer a replacement programme, an individual will be entitled to withdraw: (i) his or her application; or (ii) from the programme (as appropriate) by notifying the University in writing;

- in the event that the individual student withdraws, the University will make an appropriate refund of tuition fees and deposits paid.

The University will provide students with educational services with reasonable care and skill. The University will also provide you with a range of pastoral and support services in addition to the services being provided under these Terms. Please note that the availability and scope of these pastoral and support services are 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.

Nothing in the Terms including this disclaimer excludes any liability which it would be unlawful to exclude.

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:

1. strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party),
2. acts of God,
3. pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise),
4. governmental requisitioning, emergency planning or provision,
5. war, protests, fire, flood, storm, tempest, explosion,
6. an actual, suspected or threatened act of terrorism,
7. riot,
8. civil commotion,
9. national emergencies,
10. breakdown of plant or machinery,
11. actions or defaults of placement providers, or
12. default of suppliers or sub-contractors.

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.

## **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) – [Kate.Harvey@brunel.ac.uk](mailto:Kate.Harvey@brunel.ac.uk)

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 [Kate.Harvey@brunel.ac.uk](mailto:Kate.Harvey@brunel.ac.uk)