
Student Contract

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1 INTRODUCTION

- 1.1 If you have been successful in your application to the University of Gloucestershire ("University"), you will receive a formal offer ("Offer") of a place at the University. If you choose to accept that Offer, you will enter into a legally binding contract with the University which governs the relationship between parties.
- 1.2 The contract between you and the University is formed from the following, together referred to as the "Contract":
 - 1.2.1 The terms set out in this document ("The Key Terms");
 - 1.2.2 The policies and regulations referred to in Appendix One ("A1");
 - 1.2.3 The offer communicated to you ("Offer") following your application to a Course; and
 - 1.2.4 The online prospectus and Course information pages as at the date of your Offer.
- 1.3 You are advised to read all components of the Contract before accepting your Offer to study a Course or Course ("Course") at the University.
- 1.4 By accepting your Offer, you confirm to be bound by the terms of the Contract, including the policies, regulations and procedures listed in Appendix One (or a Partner Institution's equivalent) as applicable to you and which may be amended from time to time. It is your responsibility to review the contents of documents referenced in Appendix One.
- 1.5 The Contract will commence upon acceptance of an Offer to study at the University and will continue for the duration of your Course at the University, subject to any revisions to the Contract which will be communicated to you at enrolment each year.
- 1.6 This Contract applies to all applicants to the University accepting offers from 1 August 2023 and all students enrolling on a Course from that date.
- 1.7 Some Programmes are delivered on behalf of the University by a collaborative partner institution ("Partner") or by University staff on a Partner's campus. You will be notified where this is the case at the point of application and receiving your Offer. By accepting an Offer to study a Programme delivered by a Partner or by University staff on a Partner's campus, you agree and acknowledge that the University may subcontract its obligations under this Contract to the Partner. The University shall remain liable to you for the actions or omissions of the Partner as if they were its own.
- 1.8 Should it be necessary to do so, the University may terminate its Contract with you for any of the reasons detailed in clause 12 of these Key Terms and in accordance with the provisions made in the policies and regulations detailed in Appendix One.
- 1.9 Some Courses may require you to agree to and abide by the terms of professional bodies or third parties as a condition of your enrolment.
- 1.10 You may enter into other contractual arrangements in relation to accommodation or with the Student Loans Company; these arrangements will be subject to separate contractual agreements separate from this Contract.

- 1.11 In the event of any conflict between a provision in these Key Terms and any other documents forming part of the Contract (including any professional bodies' terms and conditions where applicable), these Key Terms shall take precedence.

2 APPLICATION

- 2.1 It is your responsibility to ensure that all the information you provide at application is true and accurate to the best of your knowledge and belief. If your application contains material inaccuracies or fraudulent information, or significant information is omitted, your application may be withdrawn, your Offer amended, or your enrolment terminated.
- 2.2 Your Offer may be withdrawn if you do not meet your Offer conditions by the stipulated date. If your Offer is withdrawn the terms of these Key Terms shall not apply.
- 2.3 By accepting an Offer and enrolling, you confirm that you have no unspent criminal convictions (excluding motoring offences) that have not previously been declared. If this is not the case, you must provide details via dbs@glos.ac.uk prior to enrolment so that consideration can be given to whether such convictions are compatible with a place on your Course.

3 IMMIGRATION

- 3.1 The University / Partner will withdraw your application/Offer if you are subject to immigration control and you fail to demonstrate that you have a valid immigration status prior to undertaking your Course of study by the date stipulated.
- 3.2 On occasion, the University (or Partner) will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting your Offer, you consent to the University (or Partner) contacting the Home Office on your behalf and the Home Office releasing such information as required.

4 CONDITIONS OF ENROLMENT

- 4.1 Your attendance on a Course and access to facilities and teaching is subject to you complying with the terms of the Contract, enrolling with the University, and satisfying the University of your identity in accordance with the Enrolment and Registration Policy.
- 4.2 By enrolling on your course, you agree to declare any criminal offences convictions confirmed whilst you are enrolled, noting that convictions may prevent you from continuing with your studies. Details of convictions should be notified to the University via dbs@glos.ac.uk.
- 4.3 Your continued enrolment depends on you meeting the academic requirements of your Course in accordance with the terms of the Contract, including attendance at lectures, seminars and any other such learning opportunities provided by the University or the Partner as well as engagement through the completion of assessment, as described in the Engagement and Attendance Policy (A1i).
- 4.4 The University's Student Charter (A1r) and Code of Conduct (A1s) (or Partner's equivalent) explains what students can expect of the University and the behaviours that the University can expect of students. By enrolling you commit to meet the expectations described in the Student Charter and Code of Conduct.

5 FEES AND PAYMENT

- 5.1 By accepting an Offer and enrolling, you confirm that you accept your responsibility to pay fees due by the date stipulated in accordance with the appropriate [Tuition Fee Policy](#) (A1y). If your tuition fees have not been paid when due, you will not be permitted to continue on your Course and the Contract between you and the University will be terminated.
- 5.2 The University reserves the right to maintain checks on any outstanding debts of students enrolled previously with the University. This may result in your enrolment being revoked or cancelled retrospectively if repayment plans for any outstanding debt cannot be agreed.
- 5.3 The University/Partner will notify you where the provision of a facility or service (e.g., accommodation) is subject to an additional charge that is separate from your tuition fees. In addition to your tuition fees, you may incur additional expenditure such as (but not limited to) fieldwork, specialist materials, supplementary instrumental tuition, visit fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees, application fees, annual continuation fees, PhD re-submission fees. Further details about additional Course related costs, as well as a statement of what is included in your fees, are provided on Course information webpages or from the Partner.

6 THE UNIVERSITY'S OBLIGATIONS

- 6.1 Subject to the terms and conditions in this Contract, the University will deliver your chosen Course in accordance with this Contract, including the documents listed at clause 1.2 and your Offer.

7 YOUR OBLIGATIONS

- 7.1 By accepting your Offer, you accept the terms of the Contract. You agree to abide by all the applicable policies and procedures, as listed at Appendix One, which may be amended from time to time.
- 7.2 You agree to abide to pay the fees and charges due from you to the University.

8 MAINTAINING PERSONAL DETAILS COMMUNICATING AND KEEPING IN CONTACT

- 8.1 It is your responsibility to ensure that all personal and contact details are accurate and that your University email account or Partner email account is regularly monitored.
- 8.2 The primary source of communication between the University / Partner and its students is through secure email sent to your University / Partner email account. Hardcopy correspondence is posted to your 'home' or main residence or via the Partner.
- 8.3 A decision on a student will not be over-turned because of a claim of missed communications where it can be shown that reasonable efforts to contact the student was made.

9 INTELLECTUAL PROPERTY

- 9.1 Unless you are a postgraduate research student, ownerships of any Intellectual Property (IP) created by you during your Course of studies remains with you unless agreed otherwise in writing between you and the University or Partner. You shall own and retain the rights to any IP you generate and provide to us during your Course including, without limitation, the content of examination scripts and assessments. However, even where you retain ownership, you grant the University full unlimited permission (licence) to use your work or copies of your work or material (digital or otherwise) for academic, teaching and marketing purposes.
- 9.2 The University or Partner may retain ownership and / or appropriate rights to all the IP generated by its Research Students in pursuance of their studies, unless it is subject to specific terms of a funding contract or agreement signed by all parties, arranged on a case-by-case basis.

10 DATA PROTECTION

- 10.1 The University holds information about all applicants to, and all students enrolled at the University. The personal data (including special category personal data) held by the University will include information that you provide as part of the application and enrolment process. Further information about the personal data the University holds, and processes is outlined in the [Student Privacy Notice](#).
- 10.2 The University uses Learning Analytics, which is a system to review the information it holds on students to give them a greater awareness of how they are studying. Learning Analytics makes statistical analyses of how each student is using the various IT systems provided for their studies. It provides a guide to the student on how they compare to their peer group and identifies students that would benefit from personalised interventions. All the information is for the student's benefit and is not used in the assessment of a student's academic work. In enrolling with the University you agree to your data being used in this way.
- 10.3 The University will only process your personal data in accordance with the specific purposes outlined in the Student Privacy Notice (A1u), and in accordance with the University's Data Protection Policy (A1f) and UK Data Protection legislation.
- 10.4 By accepting your Offer and subsequently enrolling on your Course, you consent to the use of your personal data (including special category personal data) in accordance with the provisions in this Clause 8.

11 DELIVERY OF ADVERTISED COURSES AND SERVICES

- 11.1 The University will use reasonable endeavours to deliver Courses in accordance with the descriptions set out in the Contract. However:

11.1.1 Due to the period between prospectus publication and your enrolment on a Course, circumstances beyond the University's reasonable control may require that the terms or content of the Course or services described in the prospectus are changed. All reasonable endeavours will be used to minimise amendments, but if significant changes to the terms of the Contract or your Course are required, these will be brought to your attention as soon as possible. If you believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the Course without any liability to the University for Course fees (even if the cancellation period referenced below as expired) or transfer to such other Course (if any) as may be offered by the University for which you are qualified.

11.1.2 A Course or module may be cancelled if there are insufficient enrolments to make it viable. If you have received an Offer for a Course that is cancelled, you will be notified as soon as possible, and reasonable endeavours will be used to provide a suitable replacement Course for which you are qualified. If you are unhappy with the alternative offered or if it is not possible to find a suitable alternative, you may cancel the Contract and withdraw from the Course without any liability for Course fees (even if the cancellation referenced below has expired) provided you give us notification prior to commencement of the alternative course.

11.1.3 Elements of a Course may be varied from that described in the Contract following suitable student consultation. This may be to improve the quality of educational services; to meet the latest requirements of a commissioning or accrediting body; in response to student feedback; and/or due to a lack of student demand. If significant changes are proposed, such as (without limitation) the removal of modules which changes the nature of the Course, you will be notified as soon as possible and, in the case of the removal of a module, you will be provided with a suitable replacement.

11.2 Any request for cancellation of a Course must be provided using the form supplied at Appendix Two.

11.3 If you choose to cancel the Contract (and withdraw from your Course) in accordance with this Clause 11, reasonable endeavours will be used to assist you in finding an alternative comparable Course with another higher education provider in the United Kingdom.

12 LIABILITY

12.1 The University/Partner does not accept responsibility, and expressly excludes liability for damage to students' property or intellectual property, other than through the proven negligence of the University, its staff or agents. Additionally, the University will not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

12.2 Except as set out in this Contract, the University/Partner shall not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:

- a) Indirect or consequential losses;
- b) Loss of income or revenue;
- c) Loss of business;

- d) Loss of anticipated savings; or
- e) Loss or corruption of data.

12.3 The University/Partner will do all that it can to provide educational services as described on its website or in the prospectus or other documents issued by it to enrolled students. Sometimes exceptional circumstances beyond its reasonable control mean that the University cannot provide such educational services and will be under no obligation to provide such services. This might be due, but not limited to, any of the following circumstances:

- a) flood, fire, or Act of God;
- b) industrial action by University staff or third parties;
- c) the unanticipated departure or absence of key members of University staff;
- d) acts of terrorism;
- e) the acts of any government or local authority;
- f) where the numbers recruited to a Course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it; or
- g) the impact of local, national, or international health pandemics.

12.4 In any of the circumstances listed at 12.3, the University will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another Course or institution, or by delivering a modified version of the same Course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student. The modifications made may be to:

12.4.1 the content and syllabus of Courses, including in relation to placements;

12.4.2 the timetable, location, and number of classes;

12.4.3 the content or method of delivery of Courses of study; or

12.4.4 the examination and assessment process.

12.5 In making any amendments, the University commits to follow its Student Protection Plan (A1v).

12.6 The University will aim to keep any amendments to the minimum and will notify and consult (where practicable) with the student body, through the appropriate consultation mechanism, in advance about any changes that are required. If you are not satisfied with the changes, you will be offered the opportunity to withdraw from the Course, move to another Course or, if required, reasonable support to transfer to another provider.

13 STUDENT DECISION TO TERMINATE THE CONTRACT

- 13.1 You have a statutory right to cancel the Contract within 14 days without giving any reason from the day you accept the Offer of a place at the University.
- 13.2 Prior to enrolling with the University, to exercise your right to cancel, you should inform Admissions, University of Gloucestershire, Pittville Campus, Albert Road, Cheltenham, GL52 3JG (Tel: 03330 14 14 14 or email: admissions@glos.ac.uk) of your decision to cancel the Contract by a clear statement (e.g., a letter sent by post or e-mail), including your name, address, and the Course for which you accepted an offer. Alternatively, you may complete and submit the cancellation form at Appendix Two. Once you have enrolled on your Course you should discuss your options for withdrawing from your Course with the University's Helpzones.
- 13.3 Subject to 13.4, if you cancel your Contract within the cancellation period you will be reimbursed for any fees paid by you no later than 14 days after the cancellation notice is received. Reimbursement will be made using the same means of payment as you used for the initial transaction.
- 13.4 If you began your Course during the cancellation period and you cancel during the cancellation period, you shall pay an amount in proportion to the services performed as at the point you confirmed your cancellation, in comparison with the Course fees due over the duration of the contract. The appropriate Tuition Fee Policies detail full refund entitlements.

14 **UNIVERSITY DECISION TO TERMINATE THE CONTRACT**

- 14.1 The University may terminate the Contract with you if:
- 14.1.1 A request for additional information in support of an application/enrolment remains unanswered by the date stipulated;
 - 14.1.2 Between accepting an offer and starting your Course, there is a change in your circumstances which makes it inappropriate for you to study on your Course;
 - 14.1.3 You have failed to provide all relevant information, or have supplied false or misleading information, relating to your application to your Course;
 - 14.1.4 You fail to enrol or complete an Identity Check in accordance with the Enrolment and Registration Policy;
 - 14.1.5 You fail to pay outstanding fees in accordance with the appropriate Tuition Fee Policy (A1y);
 - 14.1.6 In accordance with the Engagement and Attendance Policy (A1i), if there is reason to believe that you are not fully engaged with your studies, or that you may have left the Course;
 - 14.1.7 You are in breach of your study visa conditions or your visa has been revoked by the UK Home Office;
 - 14.1.8 Action is taken in accordance with the appropriate Disciplinary Procedures, Professional Suitability and Fitness to Practise Procedures or Supported Studies Procedures; or
 - 14.1.9 Action is taken in accordance with the decision of a Board of Examiners.
- 14.2 If your application/enrolment is terminated your rights and obligations under the Contract will cease, subject to your rights of internal appeal and your obligation to pay fees.

15 REQUIREMENTS ON TERMINATION OF THIS CONTRACT

15.1 If at any time the Contract terminates:

15.1.1 You will not be entitled to enrol on your Course (if, at the date of termination, you have not done so);

15.1.2 You will be required to stop attending lectures or other teaching activities;

15.1.3 You will be prevented from accessing the virtual learning environment and other systems including your University email and online storage account;

15.1.4 You will be required return your Student Card, together with all property owned by the University or Partner; and

15.1.5 You must pay all outstanding fees, charges, and debts immediately.

15.2 Any action taken under the above provisions will not restrict the University or Partner's ability to take any other action that it may be entitled to take. The University or its Partners will not be liable for any loss or damage which you may suffer as a result.

16 RIGHT TO REDRESS

16.1 For the purposes of this Clause:

16.1.1 "**Academic Appeal**" means any complaint and/or appeal made by a student in relation to: (i) an assessment grade received by that student; (ii) the final Course award received by that student; and/or (iii) any complaint made by a student which may impact upon the final award received by the student; and

16.1.2 "**Complaints**" means any complaint made by a student (academic or non-academic in nature) but excluding Academic Appeals. Academic-related complaints may include alleged inadequacies in the provision of a Course of study, tuition, supervision, learning support materials, etc. Non-academic complaints normally relate to alleged inadequacies in other services provided to students.

16.2 For students studying with the University only (including Courses delivered by University staff on a Partner's Campus):

16.2.1 For all non-academic related complaints, you should refer to the University's Student Complaints Procedure.

16.2.2 You should use the Academic Appeals Procedure to make an academic appeal.

16.3 For students studying with a Partner (excluding Courses delivered by University staff on a Partner's Campus):

16.3.1 The Partner in accordance with their Complaints Procedure shall deal with non-academic complaints. You will have no right of appeal to the University for non-academic Complaints.

16.3.1.1 The Partner in accordance with their Complaints Procedure shall deal with academic complaints. If, having followed these procedures to completion, you remain dissatisfied with the outcome of a complaint you shall have the right to request to have the matter reviewed by the University in accordance with the University's Student Complaints Procedure.

16.3.1.2 The Partner in accordance with their Academic Appeals Procedure shall deal with academic appeals. If, having followed these procedures to completion, you remain dissatisfied with the outcome of an academic appeal you shall have the right of appeal to the University in accordance with the University's Academic Appeals Procedure.

16.3.1.3 The Partner in accordance with their Disciplinary Procedures shall deal with disciplinary matters. You have the right to appeal the final disciplinary decision of the Partner to the University and the University shall hear such appeals in accordance with the "Rights of Appeal" section of the University's Disciplinary Procedure for Student Matters.

16.4 For all University and Partner Students:

16.4.1 If, having followed the appropriate procedures to completion, you remain dissatisfied with the outcome you have the right to make a complaint to the Office of the Independent Adjudicator (OIA) for Higher Education, if your complaint is eligible under the Rules of the OIA Scheme.

17 GENERAL TERMS

17.1 The terms of the Contract shall only be enforceable by you and the University.

17.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.

17.3 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.

17.4 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

17.5 The Courts in England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

Appendix One

University Policies

- a) [Academic Appeals Procedure](#) :

<https://www.glos.ac.uk/information/knowledge-base/appeals-and-complaints/>

- b) [Academic Regulations](#) :

<https://www.glos.ac.uk/information/knowledge-base/quality-standards/>

- c) [Access Control Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/network-and-wireless-policy-copy/>

- d) [Admissions Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/our-admissions-policy/>

- e) [Bring Your Own Device Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/bring-your-own-device-policy/>

- f) [Data Protection Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/data-protection-policy/>

- g) [Disciplinary Procedure for Student Matters](#) :

<https://www.glos.ac.uk/information/knowledge-base/disciplinary-procedures-for-student-matters/>

- h) [University of Gloucestershire Disclosure of Criminal Records Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/university-of-gloucestershire-disclosure-of-criminal-records-policy/>

- i) [Engagement and Attendance Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/engagement-and-attendance-policy/>

- j) [Enrolment and Registration Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/enrolment-and-registration-policy/>

- k) [Professional Suitability and Fitness to Practise Procedures](#) :

<https://www.glos.ac.uk/information/article-categories/fitness-to-practise/>

- l) [Internet Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/university-of-gloucestershire-library-technology-information-service/>

m) [IT Acceptable Use Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/it-acceptable-use-policy/>

n) [Learning Analytics Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/learning-analytics-policy/>

o) [Lecture Capture Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/lecture-capture-policy/>

p) [Mobile & Laptop Device Policy](#)

<https://www.glos.ac.uk/information/knowledge-base/mobile-and-laptop-device-policy/>

q) [Network and Wireless Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/network-and-wireless-policy/>

r) [Student Charter](#) :

<https://www.glos.ac.uk/information/knowledge-base/student-charter/>

s) [Student Code of Conduct](#) :

<https://www.glos.ac.uk/information/knowledge-base/student-code-of-conduct/>

t) [Student Complaints Procedure](#)

<https://www.glos.ac.uk/information/knowledge-base/appeals-and-complaints/>

u) [Student Privacy Notice](#) :

<https://www.glos.ac.uk/information/knowledge-base/student-privacy-notice/>

v) [Student Protection Plan](#) :

<https://www.glos.ac.uk/information/knowledge-base/student-protection-plan-to-protect-continuation-of-study-2023-24/>

w) [Supported Study Procedures](#) :

<https://www.glos.ac.uk/information/knowledge-base/supported-study-procedures/>

x) [Text Matching Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/text-matching-policy/>

y) [Tuition Fee Policy](#) :

<https://www.glos.ac.uk/finance/fees-and-loans/>

z) [User Account Policy](#) :

<https://www.glos.ac.uk/information/knowledge-base/user-account-policy/>

Appendix Two
Cancellation Form

To:

Admissions
University of Gloucestershire
Pittville Campus
Albert Road
Cheltenham
GL52 3JG
United Kingdom

I hereby give notice that I cancel my contract with the University of Gloucestershire for entry onto the following Course:

Course Title:

Accepted on: [Date]

Name of Student: [Insert]

Address of Student: [Insert]

Signature of Student _____

Date: _____

Appendix Three

Key Amendments

This Student Contract has been reformatted to align it with other University Contracts and to make it more accessible to readers. Aside from formatting and language clarifications the main changes are described below:

Clause	Clarification / Addition
1.4	Clarifies that the other Policies referred to in this Contract may change from time-to-time and that it is your responsibility to review these as required.
1.5	Clarifies that this Contract is reviewed and amended on an annual basis and you are required to confirm your acceptance of these terms when you re-enrol on your Course.
2.2	Confirms that if your Offer to study is withdrawn by the University, the Key Terms described in this document will not apply to you.
4.2	Confirms that your adherence to the Engagement and Attendance Policy is a pre-requisite for continued enrolment on your Course.
6	New clause which confirms the University's obligations to you when you accept your Offer and when you re-enrol.
7	New Clause which confirms your obligations to the University when you accept your Offer and when you re-enrol.
12.5	New clause which highlights the University's commitments under the Student Protection Plan.