

General Student Regulations 2024-25

Section 07 – Health and Safety, Liability and Miscellaneous Regulations

Owner: Dean of Students

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Approved by: Academic Board

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Contents

1. Health and Safety.....	3
2. Liability.....	3
3. Miscellaneous.....	5

1. Health and Safety

- 1.1. Detailed health and safety roles and responsibilities of all students, prospective students, staff and others on University premises are outlined in the [Health and Safety Organisational Arrangements Policy](#). Specifically, they shall at all times;
 - 1.1.1. take reasonable care of their health and safety and of other persons who may be affected by their acts or omissions;
 - 1.1.2. co-operate with all members of the University staff in maintaining the requirements of the Health and Safety at Work Act 1974; and
 - 1.1.3. not intentionally or recklessly interfere with, or misuse anything provided in the interests of health, safety or welfare in the University
- 1.2. Additional policies, rules and provisions relating to health and safety matters shall be published from time to time by the Vice Chancellor or their nominee (referred to in these regulations as the “Health and Safety Policies”)
- 1.3. The Head of Health and Safety shall take reasonable steps to ensure that the Health and Safety Policies, as amended from time to time, are brought to the notice of all students, prospective students, staff and others on University premises.
- 1.4. All students, prospective students, staff and others on University premises must comply with these regulations, the Health and Safety Policies and any reasonable direction (whether given generally or specifically) given by the Head of Health and Safety or their nominees regarding health and safety related matters.

2. Liability

- 2.1. This regulation limits the legal liability of the University or its officers, employees or agents to students in certain circumstances;
- 2.2. Nothing in these General Student Regulations (including this regulation) or the Academic Regulations shall limit or in any way restrict any liability:
 - 2.2.1. For death or personal injury caused by the University’s negligence or the negligence of the University’s employees, agents or

- contractors;
- 2.2.2. For fraud or fraudulent misrepresentation;
- 2.2.3. For breach of the terms implied by the Supply of Goods and Services Act 1982
- 2.2.4. For defective products under the Consumer Protection Act 1997;
- 2.2.5. For unlawful discrimination arising under the Equality Act 2010;
- 2.2.6. Arising under the Protection from Harassment Act 1997
- 2.3. The University (and its officers, employees or agents)'s liability for distress or anxiety (falling short of personal injury) is limited to a maximum of £750 but this limit shall not apply to distress or anxiety caused by any unlawful discrimination;
- 2.4. Where a student:
 - 2.4.1. Is enrolled on a course that leads to professional registration which entitles that student to practise that profession without a further period of study or training; or
 - 2.4.2. Has given written notice that they hold a firm offer of a job that requires them to complete the course (including the starting pay of the job) to the University Secretary prior to enrolling on the course;the University (and its officers, employees or agents)'s liability for loss of earnings shall be limited to one year's loss of earnings. If a student is not registered on such a course or has not given such written notification, the University shall not be liable for any loss of earnings or loss of profit.
- 2.5. The University (and its officers, employees or agents) shall not be liable for:
 - 2.5.1. Any loss that a student would not have suffered if they had taken reasonable steps to avoid or reduce the loss;
 - 2.5.2. Any loss arising from a breach of any procedural requirement or step required by any policy, procedure or regulation (including these regulations), if such loss would have arisen in any event had the procedural requirements been met or the procedural steps been followed;
 - 2.5.3. Any loss or damage to students' personal property, including, but not limited to, the transfer of computer viruses to your equipment;
 - 2.5.4. Indirect or consequential loss other than as provided for by regulation 2.4 above.

- 2.5.5. Any loss of academic work after it has been submitted unless the student has kept a backup or a detailed photographic record if it is not possible to keep a backup (for example of original artwork). In any event the University's liability for any loss of academic work once it has been submitted for assessment shall be limited to the cost of materials and if the academic work had not been assessed, an appropriate reassessment opportunity.
- 2.6. Where the University is liable for the acts or omissions of its officers, employees or agents, no individual officer, employee or agent shall have personal liability to a student in respect of those acts, other than for fraud, bribery or for negligence which results in death or personal injury.
- 2.7. Neither party shall be liable to the other for any loss arising from matters outside the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes (but is not limited to), strikes, industrial action (within the University or at third parties), staff illness, under or over demand from students, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems.

3. Miscellaneous

- 3.1. Severability
- 3.1.1. If any provision of the regulations or other document governing the relationship between the University and a student is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions
- 3.2. Assignment
- 3.2.1. Students are prohibited from assigning or transferring their registration or any of the rights and obligations arising from it to a third party
- 3.3. Third parties;
- 3.3.1. Any officer, employee, or agent of the University may enforce regulation 2;

3.3.2. Save as provided for by regulation 3.3.1 neither party intends that any of these regulations will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999

3.4. Notices

3.4.1. Any notice given under these General Student Regulations will be in writing.

3.4.2. The University will send any notice to a student either to their term-time or home address as appropriate and/or by email, to their University email address.

3.4.3. Notice to the University should be sent by first class letter addressed to the University Secretary at London Metropolitan University, 166-220 Holloway Road, London N7 8DB or such other address as may be notified to students from time to time.

3.4.4. Notice shall be properly served when delivered by hand or 48 hours after being posted if sent by pre-paid first class post or by email.

3.5. Waiver

3.5.1. Failure to enforce any of the provisions of the regulations or other document governing the relationship between the University and a student (including enforcing any sums due) will not constitute a waiver of any provision and will not affect the University's right to enforce that or any other provision

3.6. Entire agreement

3.6.1. These General Student Regulations, the Academic Regulations and the documents they refer to override any other communication, document or representation made by or on behalf of the University, either in writing or orally.

3.6.2. These General Student Regulations, the Academic Regulations and the documents they refer to are the entire understanding between a student and the University about their course and replace any other undertakings or representations.

3.7. English law and jurisdiction

3.7.1. The relationship between a student and the University shall be governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the Courts of England and Wales.