

London Metropolitan University
General Terms and Conditions for Students
Academic Year 2012/13

When you join London Metropolitan University (**the University**) as a student (**you**), you become a member of our academic community. You are expected to behave respectfully and courteously towards other students and members of staff of the University and to abide by University regulations.

These terms and conditions govern the relationship between you and the University.

1 Rules and Regulations

- 1.1 Any offer of a place at the University is made on the understanding that in accepting it, you undertake to observe and abide by;
 - 1.1.1 the London Metropolitan University's Regulations which are available on the University's website;
 - 1.1.2 the University's Memorandum and Articles of Association;
 - 1.1.3 the regulations for your course of study; and
 - 1.1.4 any rules and regulations, which the University makes for its students from time to time and which are published on the University's website, in the University's prospectus or notified to you.
- 1.2 These terms and conditions are subject to change, and any such changes will be communicated to you through the University's website.

2 Warranties

- 2.1 You warrant that all of the documents and information supplied by you to the University are correct and true.
- 2.2 If you make a false statement or do not provide significant information to the University, the University has the right to withdraw or amend its offer of place on a course, or to terminate your registration at the University.
- 2.3 Where the University has withdrawn your offer or terminated your registration under condition 2.2, you will not be entitled to a refund of any fees paid, or any fees owing at the date of withdrawal of the offer or termination of registration.

3 Courses

- 3.1 Every effort will be made to ensure that the information contained in the University's prospectus and on the University's website is accurate. The University will take reasonable steps to provide the educational services described in the prospectus or on the website.
- 3.2 All offers are subject to availability and the University reserves the right not to provide any particular course, module, curriculum or facility, to make variations to the

content, timing, syllabus or method of delivery of courses, to discontinue courses and to merge or combine courses if such action is reasonably considered to be necessary by the University.

- 3.3 In the event that a course is unable to run, for whatever reason, the University will notify you at the earliest opportunity. In these circumstances the University will seek to offer a suitable alternative course. If such provision is not available or not acceptable to you, your offer will be withdrawn or your registration at the University will be terminated.
- 3.4 If your offer is withdrawn or your registration terminated under condition 3.3, the University shall consider and make any refund, which would be reasonable in all the circumstances, for any tuition fees already paid.

4 Enrolment

- 4.1 In order for you to enrol as a student at the University, you must;
 - 4.1.1 satisfy, or be formally exempt from, the academic requirements prescribed by the University for admission to the course applied for; and
 - 4.1.2 have paid your tuition fees in accordance with condition 5.
- 4.2 Subject to condition 4.3, you must enrol;
 - 4.2.1 at the designated enrolment session as notified to you by the University; or
 - 4.2.2 with the written agreement of the University, no later than the end of the second week of the start of the course.
- 4.3 If you are offered a place at the University during the second week of the course you must enrol within one week of that offer being made.
- 4.4 If you fail to enrol in accordance with conditions 4.2 or 4.3, your offer will be suspended and you will be granted access to the course at the next usual point of entry.

5 Fees

- 5.1 For each academic year of study, you are required to pay tuition fees, as notified to you by the University.
- 5.2 Fees are incurred immediately upon enrolment – there is no “fee free” period.
- 5.3 Tuition fees are subject to annual revision. While the University will take reasonable steps to avoid large increases in tuition fees, it reserves the right to increase fees as it deems appropriate.
- 5.4 You shall pay, or make satisfactory arrangement for the payment of the tuition fees, before the commencement of your course for that academic year.
- 5.5 If you fail to pay your tuition fees when due, or if having made arrangements for the payment of fees in accordance with condition 5.4, you subsequently default on those arrangements, the University, in their absolute discretion, may suspend you from your course of study until you have paid the tuition fees owing. For the avoidance of doubt, ‘suspension from your course of study’ means that you will not be allowed to

enter university buildings and will not have access to the university's IT systems. You will not receive the marks awarded for any assessments and will not receive any university award. The only exception to this is that you will be allowed to enter university buildings to make arrangements to pay your fees and, in some circumstances, the university will allow access to sit exams. Coursework may be submitted by post.

- 5.6 For the avoidance of doubt, if you are suspended under condition 5.55 you remain liable for payment of the full tuition fees for that academic year.
- 5.7 If you fail to pay your tuition fees for a past year, you will NOT be permitted to enrol to commence for the next academic year until fee arrears are paid and satisfactory arrangements have been made to pay your fees for the current year.
- 5.8 The payment of tuition fees is your responsibility. In the event of any personal sponsor or sponsoring authority failing to make payment, you will be held personally liable for payment.
- 5.9 Subject to condition 5.10, tuition fees are not refundable or transferable.
- 5.10 In exceptional circumstances, refunds or part refunds of tuition fees may be granted at the sole discretion of the University Secretary or Academic Registrar.
- 5.11 The University reserves the right to refer the collection of tuition fees to an external debt collection agency and/or to take legal action for the recovery of outstanding tuition fees, (in the UK or in your country of origin, whether or not you are currently a student of the University).

6 International Students

- 6.1 If you are required to hold a visa for entry to and residence in the UK, you must;
 - 6.1.1 inform the University of your UK contact details (address and telephone number) and keep the University informed of any changes to your contact details;
 - 6.1.2 attend the University regularly and participate fully and positively in your course of study. If you do not attend regularly, the University is legally obliged to report you to the UKBA for non-attendance and your visa will be withdrawn.
 - 6.1.3 adhere to the conditions of your visa at all times; and
 - 6.1.4 inform the University immediately if your immigration status changes at any time.
- 6.2 International students holding unconditional offers linked to 1, 2 or 3 month pre-session English Language programmes must successfully pass their English course for the linked offer to stand. The University is legally obliged to inform the UK Border Agency (UKBA) of any person who at the end of the pre-session course has not met the English Language entry criteria.

7 Criminal Convictions

- 7.1 You are required to adhere to the University's policy in respect of students and potential students past criminal convictions.

- 7.2 You are required to disclose all unexpired criminal convictions at the time of your application to the University and to notify the University immediately of any convictions that occur whilst you are registered as a student at the University.
- 7.3 Subject to condition 7.2, the University may additionally request that you disclose all expired convictions at the time of your application.
- 7.4 Any student or potential student with criminal convictions will be carefully considered and the University retains the right to refuse entry to any potential student and to terminate the registration of any student, with a criminal conviction, if the University, in its absolute discretion, considers it may jeopardise the security, safety or reputation of the University or its community, or where a professional body requirements related to course specific regulations apply.
- 7.5 The University Secretary, in his/her absolute discretion, may withdraw an offer or terminate your registration at the University, for any failure to comply with conditions 7.2 and 7.3.

8 Academic Progression

- 8.1 The University reserves the right to exclude you from your course of study, if you do not attend classes regularly or sufficiently to progress with your studies.
- 8.2 The University reserves the right to exclude you from your course of study if you persistently neglect your academic work to such an extent that there is no reasonable possibility of you being able to proceed to the next stage of the course.
- 8.3 Progression at the end of any given period of study, is dependent on successfully passing the required modules of study, set out in the course regulations, for that period.
- 8.4 If you are in debt to the University, whether in respect of tuition fees, or any other sums, you will not be permitted to graduate, until such time as the debt has been paid in full or satisfactory arrangements are agreed for repayment.
- 8.5 If you are excluded from your course of study under condition 8.1, or fail to progress to the next period of study under clause 8.3, you shall not be entitled to any refund for any tuition fees paid or owing at the date of withdrawal of the offer or termination of registration.

9 Coursework, Assignments and Assessments

- 9.1 The University cannot accept responsibility, and expressly excludes liability, for the loss or damage of any copies of your academic work – whether this is coursework or assessments. Students who save electronic copies of their work via the University's IT facilities do so entirely at their own risk and are strongly advised to keep separate back ups and hard copies of all course and assessed work. Copies of assessed work submitted to the institution will normally be kept for between six months and one year after completion of the module, and will then be disposed of in accordance with the University's records management and retention policies.

10 Student Misconduct

- 10.1 The University operates formal regulations and procedures relating both to the academic conduct and the general behaviour and conduct of its students

- 10.2 In the event of a serious breach of the regulations, the University has the right, under its formal procedures, to terminate your registration and to exclude you from the course without refund of fees.
- 10.3 In the event that you commit an offence which may constitute a criminal offence, the University may, at its absolute discretion, report the incident to the Police.

11 Events beyond the control of the parties

- 11.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract, if such failure or delay is due to a Force Majeure Event, as detailed in condition 11.2.
- 11.2 A Force Majeure Event, is an event beyond the reasonable control of the parties and shall include, but not be limited to, such events as an act of God, strikes, industrial action (including industrial disputes involving the workforce of any third party), fire, flood, storm, war, riot, civil unrest, act of terrorism, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

12 Complaints and Student Satisfaction

- 12.1 The University values feedback from its students and endeavours to provide a positive and supportive learning experience.
- 12.2 If you have a complaint or a concern, you should raise it, under the University's complaints procedure, promptly and directly with the responsible department.
- 12.3 The University's Complaints Policy can be obtained by emailing the University Secretary's office .

13 Intellectual Property Rights

- 13.1 In this clause Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights, know-how and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 13.2 If you are studying an undergraduate degree or a postgraduate degree, which is not classed by the University as a research based postgraduate degree; all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, and any other Intellectual Property Rights whatsoever developed by you during your study at the University, shall remain your property.
- 13.3 If you are studying a postgraduate degree, which is designated by the University as a research based degree; all rights, title and interest in any Intellectual Property Rights will be agreed between you and the University (the Postgraduate Office) before the commencement of the relevant academic year of study.

14 Health and Safety obligations

- 14.1 At all times, whilst a prospective student or student of the University, you shall;

- 14.1.1 take reasonable care of the health and safety of yourself and of the other persons who may be affected by your acts or omissions;
- 14.1.2 co-operate with all members of the University staff in maintaining the requirements of the Health and Safety at Work Act (1974); and
- 14.1.3 not intentionally or recklessly interfere with, or misuse anything provided in the interests of health, safety or welfare in the University.

15 Data Protection

- 15.1 The University will hold information about you including exam results, contact details and details of medical conditions or disabilities. This information is kept electronically on the University's information management system or manually in indexed filing systems.
- 15.2 These notes refer to the processing of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information (including sharing it internally between departments) or passing it on to third parties.
- 15.3 The University processes information about you in order to safeguard and promote your welfare, promote the objects and interests of the University, facilitate the efficient operation of the University and ensure that all relevant legal obligations of the University are complied with.
- 15.4 The University may process different types of information about you for the purposes set out above. That information may include:
 - 15.4.1 medical records and information, including details of any illnesses, allergies, disabilities or other medical conditions;
 - 15.4.2 personal details such as home address, date of birth and next of kin;
 - 15.4.3 information concerning your performance at University, including discipline record, attendance records, University reports and examination reports; and
 - 15.4.4 information relating to your credit status with the University.
- 15.5 Where in the professional opinion of the University it is deemed necessary we may share information with certain third parties.

16 Contact Information

A student shall be considered to have been notified of any actions arising from the operation of university policies and procedures and to have received any supporting information by dispatch of letter sent by recorded delivery to his/her last known address which may include transmission by email address to the student's @londonmet.ac.uk email address. Each student is responsible for ensuring that the University is notified promptly of any change of address.

17 Property

- 17.1 The University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property including, but not limited to the transfer of

computer viruses to your equipment. You are advised to insure your property against theft and other risks.

- 17.2 You are responsible for payment for any damage caused by you to the University property, including fixtures and fittings in University managed accommodation.

18 Notices

Any notice required to be given under these Conditions, may be given by electronic means, by hand or sent by post or facsimile transmission.