

# Student Terms and Conditions 2014/15

## 1. Introduction

- 1.1. 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.
- 1.2. These terms and conditions govern the relationship between you and the University, which starts when you accept the University's offer of a place.
- 1.3. To keep this document as short as possible, other documents are referred to. These documents also form part of these terms and conditions and you undertake to observe and abide by them. In particular we refer you to the:
  - 1.3.1. The University's Memorandum and Articles of Association;
  - 1.3.2. Academic Regulations;
  - 1.3.3. Course and Module Regulations;
  - 1.3.4. regulations and policies relating to student discipline, fees, grounds for exclusion and the use of computer and library facilities;
  - 1.3.5. Terms Applicable to International Students (if applicable); and
  - 1.3.6. Any rules and regulations and policies which the University makes for its students from time to time and which are published on the University's website or prospectus or otherwise notified to you.

## 2. International Students

- 2.1. If you require immigration permission to enter or remain in the UK, the Terms Applicable to International Students also apply to you (and in case of conflict, the Terms Applicable to International Students supersede any other requirements).

## 3. Enrolment

### 3.1. Offers and first enrolment

- 3.1.1. Acceptance of offer can be via UCAS, via another agent of the University, via the University's admissions portal website or directly. Acceptance must be in writing (email is acceptable, provided it is sent to [accept@londonmet.ac.uk](mailto:accept@londonmet.ac.uk) ).
- 3.1.2. Once you have accepted the offer and complied with any conditions of enrolment set out in the offer, these terms and conditions or the Academic Regulations you will be entitled to enrol for the academic year set out in the offer;
- 3.1.3. You must enrol at the designated enrolment session notified to you by the University or (with the written agreement of the University) no later than the second week of the Course. If you are offered a place during the second week of the Course, you must enrol within 7 calendar days of the date of the offer.
- 3.1.4. If you cannot or do not enrol for the academic year set out in the offer, the offer shall lapse and you shall not be entitled to enrol for any other academic year. You may ask the University to agree to defer your offer to the next year, provided such request is in writing, but this shall be at the University's discretion;
- 3.1.5. You may not be permitted to enrol if :
  - 3.1.5.1. You fail or have failed to meet the conditions of the offer made to you or the requirements of the Course or Module regulations;
  - 3.1.5.2. Between accepting an offer and enrolment there is a change in your circumstances which, in the reasonable opinion of the University Secretary, makes it inappropriate for you to study on your Course;
  - 3.1.5.3. Between accepting an offer and enrolment, further information becomes available which, in the reasonable opinion of the University Secretary, indicates that it would be inappropriate for you to stay on your course, you are not fit to study or if you are joining a course which has professional accreditation that you are not fit to practise that profession.
  - 3.1.5.4. You do not pay your fees in full or make arrangements for payment that are acceptable to the University before enrolment.

### 3.2. Subsequent enrolment

- 3.2.1. Once you have enrolled, you are entitled to enrol for the subsequent academic year or session provided that:
  - 3.2.1.1. You are in good standing with the University. Good standing means that you do not owe the University any money in respect of tuition fees and have not been suspended from the University. The University at its discretion may permit you to enrol despite the fact you owe the University money and enrolment should not be considered proof that no money is owed or that any outstanding debt will not be enforced;
  - 3.2.1.2. You remain fit to study;
  - 3.2.1.3. You have made sufficient academic progress in accordance with the Academic Regulations; and
  - 3.2.1.4. You have paid your fees for the forthcoming year in full or made arrangements for payment that are acceptable to the University before enrolment.
- 3.2.2. Your right to re-enrol is subject to the Academic Regulations (which set out circumstances when you may not be permitted to re-enrol).
- 3.2.3. Your right to re-enrol is subject to the Terms and Conditions prevailing at the time of re-enrolment.
- 3.2.4. The University may only allow you to re-enrol on academic probation, where conditions will be applied to your re-enrolment to ensure your engagement (including attendance) with your Course.
- 3.2.5. If you do not re-enrol within 2 calendar months of your enrolment date and you have not applied for intermission, your registration may be terminated at the discretion of the Academic Registrar.

### 4. Criminal Convictions

- 4.1. You are required to adhere to the University's policy in respect of students' and potential students' past criminal convictions. 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 in accordance with the University's policy in respect of students' and potential students' past criminal convictions.
- 4.2. Subject to clause 4.1, the University may additionally request that you disclose all expired convictions at the time of your application.
- 4.3. 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 Secretary, in his/her 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.

- 4.4. 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 clauses 4.1 or 4.2.

## 5. Termination

- 5.1. You may withdraw from the University and terminate your enrolment at any time by giving written notice to the Academic Registry. Any such withdrawal will take effect on receipt. Notice may be given by first class letter or by the method published from time to time on the University's website. You are advised to keep a copy of your written notice of termination.
- 5.2. The University may terminate your enrolment if
  - 5.2.1. You do not pay your tuition fees;
  - 5.2.2. You are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Course;
  - 5.2.3. The University becomes aware of information about you which we did not know before and which, in the reasonable opinion of the University Secretary, makes it inappropriate for you to study on your Course; or
  - 5.2.4. You have failed to provide us with all relevant information, or have supplied false or misleading information, whether in your application or otherwise;
  - 5.2.5. You fail or have failed to meet the conditions of the offer made to you or the requirements of the Course regulations;
  - 5.2.6. You materially breach these terms and conditions;
  - 5.2.7. a decision is taken to require you to terminate your student status in accordance with our disciplinary procedures or based on your academic performance or fitness to study or fitness to practise or engagement with your course (including attendance);
  - 5.2.8. Where your behaviour represents a risk to the health, safety or welfare of yourself or others; or
  - 5.2.9. Pursuant to the Academic Regulations.
- 5.3. Where your enrolment has been terminated pursuant to this clause 5.2 above, you are not entitled to a refund of fees, but the University may agree to refund all or part of the fees in accordance with the Fees Policy.
- 5.4. On termination of your enrolment, you are required to return your student identification card, together with all property owned by the University, to your undergraduate or postgraduate office. You must pay all outstanding fees immediately.

## 6. Obligations once you have enrolled

Once you have enrolled the University shall:	Once you have enrolled you shall:
<p>6.1. provide you with the tuition and learning support associated with your Course (including appropriate infrastructure such as IT, library and teaching space facilities) with reasonable care and skill.</p>	<p>6.2. make sure all tuition fees and other expenses relating to your Course are paid in time and agree to be bound by the University's Fees Policy on the payment of fees, refunds and the consequences if you do not pay.</p> <p>6.3. Take responsibility for your own learning, make appropriate use of all the resources available (including staff, and IT, library and teaching space facilities) and comply with any regulations or policies that apply to the use of such resources.</p>
<p>6.4. make reasonable efforts to deliver your Course as described in the relevant prospectus for the appropriate academic year.</p>	<p>6.5. Pursue your studies diligently (including attending any learning opportunities, such as lectures, tutorials and seminars subject to absence for medical or other agreed reasons) and not hinder the studies of others.</p>
<p>6.6. Examine you in accordance with the Academic Regulations and confer any awards to which you are entitled under the Academic Regulations.</p>	<p>6.7. Complete and submit any work to be assessed by the deadlines (subject to any revised deadlines agreed because of mitigating circumstances).</p> <p>6.8. Familiarise yourself with the academic conventions and requirements regarding plagiarism and other academic misconduct.</p>
<p>6.9. make available formal University policies, including regulations, codes of practice and guidelines, within which your Course will be delivered.</p>	<p>6.10. familiarise yourself and comply with relevant University policies, rules and regulations, including those relating to your Course and the award for which you are registered.</p>
<p>6.11. in accordance with the procedures contained in the Student Complaints Procedure, Student Disciplinary Regulations:</p> <p>6.11.1. allow you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you. Academic decisions reached by due process will not be appealable.</p> <p>6.11.2. operate a fair disciplinary procedure.</p>	<p>6.12. be aware of the Student Complaints Procedure, Student Disciplinary Regulations and the circumstances in which they may be used, taking account of deadlines by which representations have to be made. You should note that complaints are best resolved at faculty or departmental level.</p>

## **7. Changes**

- 7.1. The University may alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Course, provided such alterations are reasonable. The University may also withdraw Courses before they have started.
- 7.2. If the University discontinues your Course, or combine it with others, the University shall use its reasonable endeavours to make arrangements to allow you to complete the Course. Exceptionally, this may include making arrangements for you to complete the Course at a different institution, but will not require the University pay tuition fees that are substantially more than the Fees you have been charged.
- 7.3. In the event of any discontinuance of or fundamental changes to your Course or these terms and conditions you will be given reasonable notice by the University and you will be entitled to withdraw your application or withdraw from your Course by telling the University in writing.

## **8. Coursework, Assignments and Assessments**

- 8.1. 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 before it has been submitted. 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 backups and hard copies of all course and assessed work.
- 8.2. Copies of academic work submitted to the institution for assessment 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.
- 8.3. The University (and its officers, employees or agents) shall not be liable for any loss of academic work after it has been submitted unless the student has kept a backup. If it is not possible to keep a backup (for example of original artwork), a detailed photographic record should be kept instead. 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.

## **9. Health and Safety**

- 9.1. At all times, whilst a prospective student or student of the University, you shall;
  - 9.1.1. take reasonable care of the health and safety of yourself and of the other persons who may be affected by your acts or omissions;

- 9.1.2. co-operate with all members of the University staff in maintaining the requirements of the Health and Safety at Work Act (1974); and
- 9.1.3. not intentionally or recklessly interfere with, or misuse anything provided in the interests of health, safety or welfare in the University

## **10. Intellectual Property**

- 10.1. 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.
- 10.2. 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. However you agree to grant to the University an irrevocable, royalty-free, worldwide licence to use such Intellectual Property Rights for the purposes of its internal use and administration.
- 10.3. 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. In default of such terms and conditions any such Intellectual Property Rights shall belong to the University.

## **11. Liability**

- 11.1. This clause limits the legal liability of the University or its officers, employees or agents to you in certain circumstances;
- 11.2. Nothing in this agreement (including this clause) shall limit or in any way restrict any liability:
  - 11.2.1. For death or personal injury caused by the University's negligence or the negligence of the University's employees, agents or contractors;
  - 11.2.2. For fraud or fraudulent misrepresentation;
  - 11.2.3. For breach of the terms implied by the Supply of Goods and Services Act 1982
  - 11.2.4. For defective products under the Consumer Protection Act 1997;
  - 11.2.5. For unlawful discrimination arising under the Equality Act 2010;
  - 11.2.6. Arising under the Protection from Harassment Act 1997

11.3. 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;

11.4. Where you have either:

11.4.1. enrolled on a course that leads to professional registration which entitles you to practise that profession without a further period of study or training; or

11.4.2. given written notice that you hold a firm offer of a job that requires you 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 you are not registered on such a course or you have not given such written notification, the University shall not be liable for any loss of earnings or loss of profit.

11.5. The University (and its officers, employees or agents) shall not be liable for:

11.5.1. Any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;

11.5.2. Any loss arising from a breach of any procedural requirement or step required by these terms and conditions or any other policy, procedure or regulation, if such loss would have arisen in any event had the procedural requirements been met or the procedural steps been followed;

11.5.3. Any loss or damage to your personal property, including, but not limited to, the transfer of computer viruses to your equipment.

11.5.4. Indirect or consequential loss other than as provided for by clause 11.4 above.

11.6. 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;

## **12. General**

12.1. Severability

12.1.1. If any provision of these terms and conditions is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions

12.2. Assignment



12.2.1. This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party

### 12.3. Third parties;

12.3.1. Any officer, employee, or agent of the University may enforce clause 11;

12.3.2. Save as provided for by clause 12.3.1 neither party intends that any of these terms and conditions will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999

### 12.4. Notices

12.4.1. Any notice given under this terms and conditions will be in writing.

12.4.2. The University will send any notice to you either your term-time or your home address as appropriate and/or by email, to your University email address.

12.4.3. 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 you from time to time.

12.4.4. 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.

12.4.5. You must keep your contact details up to date on evision.

### 12.5. Data protection

12.5.1. You consent to the University processing data relating to you, in accordance with the Data Protection Act 1998. You understand that this includes essential processing that is necessary for the administration of your studies and that this might include the publication of passlists on noticeboards

12.5.2. You consent to the University passing some of your personal information to the Higher Education Statistics Agency (HESA) or equivalent body as this is the University's obligation to the funding councils.

12.5.3. You consent to the provision of information to third parties, for example, progression information required by sponsors, references to potential employers, the Home Office for visa applications, and information to external bodies (e.g. Edexcel, CGLI) where necessary.

12.5.4. Your right to opt out of the website e-mail directory has not been affected by this declaration

### 12.6. Waiver

12.6.1. Failure to enforce any of the provisions of this terms and conditions (including enforcing any sums due under the terms and conditions) will not constitute a waiver of any provision and will not affect the University's right to enforce that or any other provision

## 12.7. Entire agreement

12.7.1. These terms and conditions and the documents referred to in this document override any other communication, document or representation made by or on behalf of the University, either in writing or orally.

12.7.2. These terms and conditions are the entire understanding between you and the University about your course and replace any other undertakings or representations.

## 12.8. English law and jurisdiction

12.8.1. These terms and conditions and the relationship between you 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.

### ***Version control***

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