

University Of Nottingham Student Contract

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<http://www.nottingham.ac.uk/library/help/accessibility/afs.aspx>

Definitions

“Contract” means this agreement together with the Key Terms

“Key Terms” means those terms that are set out in Schedule 1

“Programme” means a programme of study for which you have received an offer from the University or on which you are registered

“Registration” or “Register” means the completion of the University’s formal registration process which is set out in the University’s quality manual which can be found at <http://www.nottingham.ac.uk/academicservices/qualitymanual/registrationattendanceandstudy/regulations-governing-registration.aspx>

“University” means the University of Nottingham a body corporate incorporated by Royal Charter and registered with number RC000664, of University Park, Nottingham NG7 2RD

“You/your” means an applicant and/or Registered student of the University

Introduction

1. This Contract together with the terms of any offer of a place made by the University to you, sets out the basis on which you agree to undertake your studies at the University.
2. Note that you may have other contractual arrangements (for example for accommodation, or with the Student Loans Company) and these will be subject to separate agreements.
3. Before you accept the offer of a place at the University you should read this Contract including the Key Terms.
4. You will be required to agree to and accept the Contract when you accept your offer from the University. You will be bound by the Contract for the duration of the Programme.

The University’s Offer

5. When you accept an offer of a place at the University, the University and you form a legally binding Contract. The University’s offer to you may contain specific conditions that you must meet before you can take up a place on a Programme at the University. If you meet the conditions of your offer you can complete Registration at the University in accordance with the University’s offer and the terms of this Contract.
6. You have a statutory right to cancel this Contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

7. To exercise the right to cancel in Clause 6, if you received your offer through UCAS you may cancel through UCAS, otherwise you must inform the University admissions office of your decision to cancel this Contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form attached in Schedule 2, but it is not obligatory.
8. To meet the cancellation deadline, it is sufficient for you to send your communication stating that you are exercising your right to cancel before the cancellation period has expired.
9. If you cancel the Contract as set out above the University will reimburse to you all payments received from you.
10. If you cancel the contract after the statutory cancellation period has expired, any refund of fees will be dealt with in accordance with the University's regulations for fees which can be found under regulations at <http://www.nottingham.ac.uk/fees/index.aspx>
11. The offer of a place which the University makes to you, and any subsequent Registration (where the conditions of the offer have been met by you), are based on the information which you have provided. If you have supplied information that is not true and complete (including any qualifications that you claim to hold) then the offer and any subsequent Registration will be deemed null and void.

Changes to Contract Information

12. Teaching of the Programmes at the University will be reviewed annually to take into account for example, desirable developments in subjects and Programmes. Sometimes the bodies that regulate the University (such as the Quality Assurance Agency for higher education) require changes to be made by the University which in turn may require changes to a Programme. These types of changes may mean that certain modules may be added, revised or deleted in your chosen Programme. Changes may for example be made to take into account the most recent research developments, to be responsive to relevant changes in world events, for the maintenance of academic standards in higher education or to comply with legislative changes. These changes may occur during your period of study and the University will be entitled to make such reasonable changes. In the main these types of changes will not be significant and will not adversely affect you. The University will seek not to make significant changes which will have an adverse impact on your chosen Programme.
13. If as a consequence of circumstances beyond the reasonable control of the University, it is necessary to make significant changes to your Programme after your acceptance of an offer, the University will tell you about these at the earliest opportunity. Such changes may occur either before or after your Registration, but the University will take account of the reasonable expectations of any student affected by the change. Examples of such circumstances include:
 - (a) changes imposed by professional, statutory and regulatory bodies
 - (b) industrial action by University staff or third parties;
 - (c) the unanticipated departure of key members of University staff;
 - (d) power failure;
 - (e) acts of terrorism;
 - (f) damage to buildings or equipment;
 - (g) the acts of any governmental or local authority; or

- (h) where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it, or it is not possible to offer a particular Programme module

In these circumstances, the University will take all reasonable and proportionate steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students a different module within a Programme or the chance to move to another Programme, or by delivering a modified version of the same Programme, 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 as a result of those circumstances.

14. The University does not exclude or limit in any way its liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.
15. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

The University's Obligations

16. Subject to the terms and conditions in this Contract the University will deliver your chosen Programme in accordance with this Contract, and the offer of a place which the University has made to you and which has been accepted by you.

Your Obligations

17. You agree to abide by the University's Ordinances, Regulations, Policies and procedures as amended from time to time and which are included in the Key Terms.
18. You agree to pay the fees and charges due from you to the University. The sanctions that the University may impose for non-payment of any fees and charges due are set out in the Key Terms and in particular the section that refers to Regulations for Fees.

Personal Data

19. By accepting the offer from the University you agree to the collection and use of your individual personal data, including sensitive personal data in accordance with the current data protection legislation and the University's data protection policy which is included in the Key Information.

General

20. This Contract shall be governed and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
21. If any provision of this Contract is or becomes void, invalid or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.
22. The Contract is personal to you and does not confer any third party rights or benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

23. Failure to enforce any of the provisions of this Contract will not constitute a waiver of any provision and will not affect either party's right to enforce that or any other provision.
24. A reference to a statute or a regulation shall include any amendments, extension or re-enactment made from time to time under that statute or regulation and includes any subordinate legislation for the time being in force made under it.
25. Any notice or other information that is required to be given either by the University or by you relating to this Contract, must be in writing and may be given by hand or sent by post or email. If you are holding an offer from the University, the University will send notices to the email contact details that you have provided in your application. Once you have Registered the University will use your University student email address, or the current local or permanent home address that you provide. You are responsible for checking your emails and correspondence regularly. You are also responsible for informing the University of any change to your contact details. The University will send any notices or information to the last email or postal address provided by you.

Schedule 1 Key Terms

The following information sets out the key policies, rules and requirements which you are agreeing to. The web links will provide the detailed information. Any text below a web link outlines some of the important aspects, so you should read the full information provided at the web link.

General Points:

1. Your satisfactory conduct and progress in studies and payment by you of all monies due to the University as and when required by University regulations will at all times be a condition of Registration.
2. You agree to undertake all of the study activities required by your Programme, to pursue these diligently and to take all required assessments/examinations at the prescribed time.
3. You agree that work produced by you for assessment may be submitted to text recognition software and material may be retained in the database.
4. You undertake to inform the University of any circumstances that may affect your ability to study or Registration as a student, including criminal convictions where relevant (eg if you are enrolled on a Programme leading to membership of a regulated profession such as medicine, allied health professions or teaching). This requirement is covered in the University's Quality Manual and can be accessed on this link
<http://www.nottingham.ac.uk/academicservices/qualitymanual/admissions/applicantswithcriminalconvictions.aspx>
5. If it is a requirement of your programme (e.g. professionally regulated courses and other courses with practical/placement elements), you agree to undergo an enhanced Disclosure Barring Service check (organised by the University) at the appropriate time. Depending on the outcome of these checks, you may not be eligible to enrol or continue on such courses, may be required to transfer to an alternative course, or to leave with a lower award.

Registration

<http://www.nottingham.ac.uk/academicservices/index.aspx>

The above link provides you with information about registering at the University once you have accepted an offer of a place and met the conditions of the offer. This tells you when to register, how to register and what will happen if you do not register as required by the University. Registration is important and if you do not follow the requirements, this may result in you losing your place at the University. Please note in particular:

- All students must register with the University when they first begin their studies and again at the beginning of each academic session. All students need to register online via the Portal, new full time students will also need to confirm their attendance in person.
- New students should complete Registration within 3 weeks of the Programme start date or they will not be permitted to join the Programme.
- Your Registration will not be finalised nor your status as a student of the University confirmed until you have completed all the necessary stages of Registration.
- If you do not complete Registration, you will not have full access to the University's IT systems that you will need during your studies.

Attendance confirmation

<http://www.nottingham.ac.uk/academicservices/index.aspx>

As part of the Registration process, new full-time students are required to confirm their attendance in person. The above link contains information on when and how to confirm your attendance, and what you need to bring with regard to your personal details and identification documents.

Programme Specifications

http://programmespec.nottingham.ac.uk/nottingham/asp/course_search.asp

The above link enables students to view their specific Programme specifications.

Data Protection

<https://www.nottingham.ac.uk/governance/records-and-information-management/data-protection/data-protection-policy.aspx>

The information at the above link details the University's responsibilities under the General Data Protection Regulation (GDPR), applicable data protection laws, the University's Data Protection Policy and explains how your personal data will be held and the purposes for which it will be used and shared. By entering into this contract you agree to the University processing your personal data in accordance with its Data Protection Policy and Privacy Information for Students and Applicants (see <https://www.nottingham.ac.uk/utilities/privacy/privacy-information-for-students-and-applicants.aspx>) and in accordance with current data protection legislation.

Regulations of the University

<http://www.nottingham.ac.uk/academicservices/currentstudents/regulations.aspx>

The above link provides a number of other links which detail the various regulations that govern for example:

Registration, Attendance & Study

<http://www.nottingham.ac.uk/academicservices/qualitymanual/registrationattendanceandstudy/index.aspx>

This details the various policies that you will be bound by in respect of Registration, attendance and study, including:

Student Engagement:

<http://www.nottingham.ac.uk/academicservices/qualitymanual/student-engagement-and-complaints/student-engagement.aspx>

Attendance and engagement

<http://www.nottingham.ac.uk/academicservices/qualitymanual/registrationattendanceandstudy/regulations-governing-attendance-and-engagement.aspx>

Taught programmes regulations

<http://www.nottingham.ac.uk/academicservices/qualitymanual/assessmentandawards/assessment-index-page.aspx>

Traffic Regulations

<http://www.nottingham.ac.uk/academicservices/currentstudents/regulations.aspx>

Regulations for library and computer use

<http://www.nottingham.ac.uk/it-services/documents/about/regulations-libraryandcomputerroomssep10.pdf>

Code of Discipline for Students

<http://www.nottingham.ac.uk/governance/documents/code-of-discipline.pdf>

This document includes the regulations concerning general student discipline, conduct and disciplinary procedures.

Intellectual Property

<http://www.nottingham.ac.uk/fabs/documents/studentipr.pdf>

This details the University's statement on the provision and processing of intellectual property rights for students and graduates at University.

Regulations for fees

<http://www.nottingham.ac.uk/fees/index.aspx>

Tier 4 immigration sponsorship

<http://www.nottingham.ac.uk/studywithus/international-applicants/visa-help/visas/limitations-on-tier-4-immigration-sponsorship.aspx>

Module enrolment regulations

<http://www.nottingham.ac.uk/academicservices/qualitymanual/registrationattendanceandstudy/taughtmoduleenrolment.aspx>

Note that it is the student's responsibility to see that the selected combination of modules accords with the regulations for their Programme.

Student Protection Plan

The University's Student Protection Plan (attached in Schedule 3) sets out what students can expect to happen should a course, campus, or institution close. The purpose of such a plan is to ensure that students can continue and complete their studies, or can be compensated if this is not possible. The University is obliged to have and to regularly review its Student Protection Plan.

Complaints

<http://www.nottingham.ac.uk/academicservices/currentstudents/complaints.aspx>

The above link details the student complaints procedure.

The Student Complaint Policy is found here:

<http://www.nottingham.ac.uk/academicservices/qualitymanual/student-engagement-and-complaints/studentcomplaintspolicy.aspx>

Appeal

<http://www.nottingham.ac.uk/academicservices/qualitymanual/assessmentandawards/academic-appeals-policy-and-procedure.aspx>

This covers the University's Academic Appeals Policy and Procedure applying to various decisions, such as conditions imposed on progression to the next stage of a taught Programme; a classification decision; a decision of the University's Fitness to Practice Committee or Practice Assessment Panel.

**Schedule 2
Model Cancellation Form**

To: The University of Nottingham, Admissions Office, Gatehouse Lodge,
 Wollaton Hall Drive, Derby Road, Nottingham NG8 1AF

I hereby give notice that I cancel my contract for the following:

Your Application ID or UCAS ID number:

Course Title:

Your Full Name:

Address:

Signature:

Date:

Schedule 3

Student protection plan for the period 2018/19

1. An assessment of the range of risks to the continuation of study for our students, how those risks may differ based on our students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise

The University of Nottingham is a large, well-established organisation with an income of £638 million in 2017, a surplus in the same year of £40 million available for reinvestment, and well over 3,000 teaching and research staff. For these reasons, it is extremely unlikely that the University would be in a position where it could not continue to deliver existing programmes should it choose to do so.

Any closure of programmes leading to a University qualification will only occur, therefore, if the University chooses to take this action because the number of students being recruited falls short of expectations to a point where the programme, or some component of it, is not sustainable in the long term. This plan deals with this situation and how students on such programmes are protected. There are, at the time of the production of this plan, no programmes identified as being in this position that have not already been closed to new entrants.

2. The measures that we have put in place to mitigate those risks that we consider to be reasonably likely to crystallise

The main mitigation of the risk of programmes leading to a University qualification becoming unsustainable in terms of student numbers is a commitment to ensuring that all existing students on the programme continue to receive tuition of the same level and quality until they graduate i.e. that the programme is only closed to new entrants, not to existing students. Approval of a programme closure will only be granted by the University if it is satisfied that the level and quality of tuition will not be significantly affected.

Should the University seek to close a programme prior to all existing students completing that programme, this will only be approved if all affected students have agreed to that measure. In this situation, an offer of a place on a similar programme at the University will be made, if such a programme exists and will continue to exist. Students may also be offered the possibility of continuing their studies through distance learning, where this can be implemented without any significant degradation in their learning experience.

Where suitable internal opportunities cannot be provided, students may be offered transfers to comparable programmes at other universities, should the individuals so wish. Russell Group universities are broadly similar institutions with similar entry tariffs for programmes. Our members have a willingness to try and undertake support for one another to transition students out from a programme at one institution to a comparable programme at another subject to normal entry requirements and the capacity of the receiving programme to accept more students. In this regard, the University will also make full use of its strong strategic relationship with the University of Birmingham, which is a similar institution with similar entry tariffs for programmes. Our two institutions have a willingness to assist one another in transferring students from a programme at Nottingham to a comparable programme at Birmingham subject to normal entry requirements and the capacity of the receiving programme to accept more students.

Any students not able or wanting to take up these opportunities, and wishing instead to complete their programme, will be allowed to do so.

Details of the procedures underpinning this approach are set out [here](#).

The financial and staff resources available to the University enables it to adopt this approach with regard to programmes that are not sustainable in the long-term.

3. Information about the policy we have in place to refund tuition fees and other relevant costs to our students and to provide compensation where necessary in the event that we are no longer able to preserve continuation of study

Refund and compensation payments will only be made in the highly unlikely event that the University is forced to close a programme, or a major component of it, prior to all existing students completing the programme and receiving their University qualification; and that this is due to circumstances the University is unable to remediate and is therefore done without giving students the option of completing their programme of study.

In cases where the University has not been able to make suitable transfer arrangements for students (as described in Section 2 above), refund and compensation payments will be considered. The necessity for and extent of the refund and compensation being offered will be determined with reference to any demonstrable loss experienced by the affected student and attributable to the closure. Such payments may comprise some or all elements of the following:

- refunds of the tuition fees (whether to the Student Loans Company, the student's sponsor, or the students themselves) previously paid to the University for tuition that will no longer lead to the award of a qualification
- payment of reasonable travel costs to students where a change of location in study is requiring additional travel on the part of students
- continued payment of any bursaries to which the University is committed
- payment of any maintenance costs associated with past attendance at the University that are over and above what the student could in any case have been expected to incur had they not been in attendance
- individually calculated payments (taking into account the opportunity costs involved) in recognition of time previously spent on tuition that will no longer lead to the award of a qualification.

Where programme closure has been forced on the University, but suitable transfer arrangements have been made for students, compensation payments will consist of any tuition and maintenance costs at a new provider that are over and above what would have been paid by the student to continue their studies at Nottingham plus any reasonable costs arising from transferring place of residence.

Any student or group of students dissatisfied with the level of refund or compensation payments being provided to them can make use of the University's complaints procedure as set out [here](#).

The large income and favourable financial position of the University described in Section 1 above provide assurance that any compensation becoming due will be paid.

In the situation that the University is wishing to close a programme before all students have graduated, but is still able to give students the option of completing the

programme, the University may decide to provide incentive payments to students to agree to early closure, and these payments may reflect some of the above elements to some extent. In this case, though, students would still be entitled to complete their programme rather than accepting the payment.

4. Information about how we will communicate with students about our student protection plan

The Student Protection Plan will be made available electronically to all applicants accepting an offer of a place at the University as well as to current students when they re-register annually with the University. Committees and staff responsible for approving and processing changes to programmes and programme closures will make full use of the Student Protection Plan in their work.

The Student Protection Plan will be reviewed annually by Quality & Standards Committee, including the student representatives on that committee, and the Students' Union will be encouraged to bring forward to that committee any proposals they might have for revision of the plan.

If there is a need for the Student Protection Plan to be implemented, affected students will be notified individually and through the relevant Learning Community Forum, via the procedures set out [here](#). The Students' Union and its Student Advice Centre will be fully involved in these procedures so that it is in a position to provide advice and support to affected students independently from the University