

## **University Of Nottingham Student Contract**

### **2024/25 Entry**

**Alternative formats**, such as **Braille**, **large print** or **digital audio** are available.

#### **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 of Nottingham 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](#).

“Regulations” means the University’s Ordinances, Regulations, Policies and Procedures from time to time in force.

“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 of Nottingham.

#### **Introduction**

1. This Contract together with the terms of any offer of a place made by the University of Nottingham 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 of Nottingham’s offer**

5. When you accept an offer of a place at the University of Nottingham, 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 of Nottingham.
7. To exercise the right to cancel in paragraph 6, if you received your offer through UCAS or Department for Education Teacher Training you may cancel through UCAS or Department for Education Teacher Training as applicable, 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 or email). 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 tuition payments received from you. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
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 of Nottingham's regulations for fees.
11. If your Programme is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing), then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period, you may be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation.
12. 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/or 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**

13. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your Programme in accordance with the description applied to it for the academic year in which you began the Programme. Teaching of the programmes at the University of Nottingham will be reviewed annually to take into account, for example, desirable developments in subjects and programmes and feedback from students or alumni. Sometimes the bodies that regulate the University or accredit programmes delivered by it require changes to be made by the University which in turn may require changes to a Programme or related educational and other services and facilities. These types of changes may mean, for example, 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 where that will enable the University to deliver an improved educational experience for students enrolled on the Programme. In making any such changes, the University will notify affected students in advance about any changes that are required. Where the University intends to make a material change to the Programme (except changes which are solely for the benefit of students), the University will consult affected students in advance about any such changes.
14. The University will seek not to make significant changes which will have an adverse impact on your chosen Programme. If the University makes material adverse changes to your Programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the Programme or, wherever possible, move to another Programme or, if required and possible, offered reasonable support to transfer to another provider.
15. If, as a consequence of circumstances beyond the reasonable control of the University it is necessary to make significant changes to your Programme or to other related services and facilities 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 third parties;
- (c) the unanticipated departure of key members of University staff or significant staff illness or other unexpected absence where a Programme is reliant on a person's expertise;
- (d) power failure;
- (e) acts of terrorism;
- (f) damage to buildings or equipment;
- (g) severe weather, fire, civil disorder and/or political unrest;
- (h) the acts or omissions of any governmental or local authority including government or local authority restrictions;
- (i) an epidemic, pandemic or serious concern with regard to the transmission of serious illness making delivery of a Programme and provision of services by the University unsafe; or
- (j) 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.

16. 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 the opportunity where reasonably possible to move to another programme;
  - deferring the start date for the Programme;
  - offering the opportunity to defer entry to the Programme to another academic year;
  - delivering the Programme in a different way, from another location or online, or at another time;
  - delivering a modified version of the same Programme;
  - assisting you to transfer to complete the Programme at another School location or another institution; or
  - delivering other services and facilities in a different way, from a different location or online.

If you are not satisfied with any such steps to mitigate the disruption caused by circumstances beyond the reasonable control of the University, you may terminate your contract with the University. Alternatively, you may make a complaint under the University's student complaint procedure. Where, as a result of circumstances outside of the University's control, it is necessary to close or discontinue or cease to deliver a Programme, the University will follow its Student Protection Plan.

17. Other than taking the steps set out at paragraph 13 above, 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.
18. The University of Nottingham 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.
19. The University of Nottingham 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.

### **Changes to Regulations**

20. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education and/or it is in the interests of students.

21. The changes will normally come into effect at the beginning of the academic year following the approval of the changes by the university.
22. The University reserves the right to introduce changes during the academic year when it reasonably considers this to be in the interests of students or it is required by law, or regulatory bodies or by funders or in other exceptional circumstances.
23. Changes are usually made for one or more of the following reasons:
  - (a) to review and update the Regulations to ensure they are fit for purpose;
  - (b) to safeguard academic standards, for example, in response to external examiner feedback;
  - (c) to reflect changes in the external environment, including legal or regulatory changes;
  - (d) to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (e) to incorporate sector guidance or good practice;
  - (f) to reflect feedback from students; and/or
  - (g) to aid clarity or consistency of approach.
24. Where changes are made, the University will take reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they become effective, or by phasing in the changes, if appropriate.
25. The updated Regulations will be made available on the University's website.

### **The University's Obligations**

26. Subject to the terms and conditions in this Contract the University of Nottingham 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**

27. You agree to abide by the Regulations, further details of which are included in the Key Terms.
28. You agree to pay the fees and charges due from you to the University of Nottingham. If you do not pay such fees and charges, whether in part or in full, the University may impose sanctions for non-payment of any fees and charges. Further details of the University of Nottingham's regulations for fees are set out in the Key Terms. Students who defer, interrupt, or who are suspended or withdrawn, and then return to study, may be liable for higher tuition fees when they return to their study.

If you are an international student, you may require a visa to allow you to study in the UK. It is your responsibility to ensure that you have the correct visa and immigration permissions and that you comply with all student visa requirements whilst studying at the University. If your visa is revoked for any reason, the University reserves the right to terminate its Contract with you.

### **Personal Data**

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

### **General**

30. 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.

31. 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.
32. 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.
33. 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
34. 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.
35. Any notice or other information that is required to be given either by the University of Nottingham 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 to which you are agreeing. 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. As an applicant or an offer-holder, the University's Policy on Inappropriate [Applicant Behaviour](#) and Applicant Complaints Policy and Procedure will apply to you.
2. Your satisfactory conduct and progress in studies and payment by you of all monies due to the University of Nottingham as and when required by University regulations will at all times be a condition of Registration.
3. 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. Failure to meet these expectations may mean that you are not permitted to progress on your Programme.
4. You agree to comply with the University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
5. You agree that work produced by you for assessment may be submitted to text recognition software and material may be retained in the database.
6. You undertake to inform the University of Nottingham of any circumstances that may affect your ability to study or Registration as a student, including criminal convictions where relevant (e.g., 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](#).
7. If it is a requirement of your Programme (e.g., professionally regulated programmes and other programmes with practical/placement elements), you agree to undergo an occupational health clearance check and/ or an enhanced Disclosure Barring Service check (organised by the University of Nottingham) at the appropriate time. Depending on the outcome of these checks, you may not be eligible to enrol or continue on your Programme, may be required to transfer to an alternative programme, or to leave with a lower award.

#### Registration

You must [Register](#) at the University of Nottingham once you have accepted an offer of a place and met the conditions of the offer. The Registration page 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, and 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

As part of the Registration process, new full-time students are required to confirm their attendance in person. The [Registration page](#) details when and how to confirm your attendance, and what you need to bring with regard to your personal details and identification documents.

## Programme specifications

[Programme specifications](#) enable students to view their specific Programme specification.

## Data protection

[Data protection](#) 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](#) and in accordance with current data protection legislation.

## Regulations of the University

[Regulations](#) of the University of Nottingham details the various regulations that you will be bound by during your Registration at the University. These include:

- [Registration, attendance, engagement, and study](#)
  - Student engagement
  - Attendance and engagement
- [Taught programmes regulations](#)
- [Traffic regulations](#)
- [Regulations for library and computer use](#)
- [Code of Discipline for students](#)

This document includes the regulations concerning general student discipline, conduct and disciplinary procedures. Breach of these regulations could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.

- [Academic Misconduct](#)
- [Support to Study Policy](#)
- [Fitness to Practise](#)

This applies to students on professionally regulated Programmes which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements, which may include passing the necessary health checks prior to Registration, registration with a professional, statutory or regulatory body or making necessary declarations (including about criminal records, medical conditions and disabilities), may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University.

- [Intellectual Property](#)

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

- [Regulations for fees September 2024](#)

If your Programme is longer than 1 year, your tuition fees may be subject to increase in the second and subsequent years of the course. For UK home undergraduate students, this will be limited to increases in inflation based on the Retail Price Index. For UK home postgraduate research students undertaking a PhD, the University currently links fees to the maximum fee determined by Research Councils UK and this is likely to continue. If not, the policy for all other home students will apply. For all other UK home students, the increases will be no more than 5% or 3% above the Retail Prices Index at the time the decision is made, whichever is the higher. If the University intends to exercise this right to increase tuition fees, it will notify students by the end of June in the academic year before the one in which it intends to exercise that right. For international students fees are normally fixed at the level charged in the first year of the course; a few exceptions to this are given in the ['about tuition fees'](#) section of the Regulations for fees.

- [Points Based System: Student route sponsorship \(formerly known as Tier 4\)](#)
- [Module enrolment regulations](#)

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

### **Student protection plan**

The University's [Student Protection Plan](#) sets out what students can expect to happen should a programme, 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**

This details the [student complaint procedure](#) as well as the [student complaint policy](#).

### **Appeals**

The University's [academic appeals policy and procedure](#) applies 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 Practise Committee or Practice Assessment Panel.

## **Schedule 2**

### **Model cancellation form**

To: University of Nottingham, Admissions Office, A104 Kings Meadow Campus, Lenton Lane,  
Nottingham NG7 2NR

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

Your application ID or UCAS ID number:

Programme title:

Your full name:

Address:

Signature:

Date: