



# University of Brighton

## The student contract - main terms and conditions

### 1. Introduction

This document sets out in detail the relationship between you and the university which starts when you accept an offer of a place at Brighton. These contract terms apply from 1 August 2018 and are updated annually. Note that you may have other contractual arrangements e.g. Accommodation, Student Loans Company and these will be subject to separate agreements.

### 2. Your contract information

2.1 Before you apply for a place or accept the offer of a place at Brighton you should familiarise yourself not only with this document but with the prospectus, regulations and policies which together make up your contract information. You may also wish to refer to the Student Protection Plan which gives details of how the University would handle major incidents or risks to the continuation of its business. These documents are available to download on the Student Contract section of the University's website.

2.2 When you accept the offer of a place at the University of Brighton you agree to be bound by the above terms and therefore we advise that you read the documents thoroughly. If you become a student at the University of Brighton you become a member of our academic community and are expected to treat all staff, students and members of our community with respect.

### 3. Consideration of applications

3.1 The university considers all applications on their merits. Although feedback is usually available, the university is not obliged to provide reasons for its admissions decisions.

3.2 The university reserves the right to vary any entry requirements from time to time.

3.3 Offers of a place may be conditional on an applicant fulfilling either academic or other conditions which will be set out in your offer letter.

3.4 You have a right to bring a complaint or an appeal in respect of an admissions decision and the procedure to follow is set out in full in the Admissions Policy.

3.5 Applicants for certain professional courses (e.g. health professions or teacher training) may be required to declare unspent criminal convictions and may also require an enhanced check with the Disclosure and Barring Service.

### 4. Immigration requirements

The university has a legal obligation to ensure that all students comply with UK immigration requirements and hold the appropriate visa. As part of the immigration process you will be required to demonstrate a particular level of English language competence and there will also be other requirements relating to employment, health checks and attendance.

Failure to comply with any of these requirements may result in your visa being curtailed and you being asked to leave the university.

## **5. Your contracts with the university**

5.1 Your legal relationship with the university is comprised of two separate contracts: the first of these, known as the "pre-enrolment contract" arises when you are offered a place, while the second, known as the "enrolment contract" is formed when you have met the conditions of your offer (if any) and enrolled as a student.

### **The pre-enrolment contract**

5.2 Your pre-enrolment contract effectively reserves a place for you subject to the conditions of your offer letter. You have a statutory right to cancel your pre-enrolment contract during a "cooling-off" or cancellation period of 14 calendar days after the day you accept the offer. If you do not enrol by the deadline date you have been given by the university, your pre-enrolment contract will automatically expire at that date.

### **The enrolment contract**

5.3 You are required to enrol with the university at the start of your course and to re-enrol as required by the University (normally annually).

5.4 When you enrol at the university, you become subject to the terms of the Student Contract, comprising the "Main terms and conditions" and Regulations available on the website. It is at this point that you become liable to tuition fees.

5.5 If you fail to complete enrolment, but continue to access university facilities and services as if you had enrolled, you will be deemed to have accepted the university's terms and conditions and be liable to pay tuition fees in accordance with this contract and the university's tuition fee policy.

5.6 If you enrol online, rather than face-to-face on university premises, you have a further statutory right to cancel your enrolment contract during the 14 day cooling-off period which expires 14 calendar days after the day you enrol.

5.7 If your course has already begun or is due to begin before the end of either statutory cancellation periods referred to above, then, by accepting the offer of the place and/or by enrolling, you are agreeing that the university's service to you begins within the statutory cancellation period. Consequently if you decide to cancel after the course has begun, you may be liable to pay a proportion of your tuition fees to cover the period from the commencement of the university's service to you until the date of cancellation.

5.8 The university permits all students starting a new award bearing course (not a stand-alone module or short course) to withdrawal from the course without charge if they do so within 14 days of the start of the academic year or the formal start date of the course (whichever is the later). Beyond the statutory and permitted cancellation periods set out above, tuition fee liability will be calculated in accordance with section 16 of the university's tuition fee policy.

## **6. How to cancel**

6.1 For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this contract is a “distance contract” or “off premises contract”, you have the right to cancel your acceptance of this agreement within a period of 14 days after the day on which you accepted the terms of this agreement, without giving us any reason.

6.2 To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect (e.g. a letter sent by post, fax or email). For convenience you may complete our [Statutory Cancellation Form](#) but it is not obligatory.

6.3 If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you in relation to this contract using the same means of payment as has been used for the initial transaction (subject to 5.6 above).

6.4 Beyond the statutory cancellation period, you must inform the university of your intention to withdraw as specified in section 16 of the university’s tuition fee policy.

## **7. Changes to your course**

7.1 From time to time it may be necessary to review or change the content of your course. This may be required to refresh the course and to ensure that it is fit for purpose or to reflect changes in sector guidance or requirements of external accrediting bodies or to incorporate student feedback.

7.2 We will consult you and give you an opportunity to provide feedback to us in relation to any material proposed changes and will attempt to minimise any adverse impact on you. We will not withdraw a course until all enrolled students have completed their studies and will give you reasonable notice in the event of withdrawal or fundamental changes to your course.

7.3 If it becomes necessary to consider making any changes to your course after you have accepted an offer of a place we will tell you about these at the earliest opportunity.

## **8. How we will communicate with you**

Once you have enrolled the university may will contact you about your course (timetables, assessments, administration such as room changes) and your studies (this will include how to make the most of your time at University, support, opportunities). We will email you using your university email address or by means of studentcentral and you should therefore check both on a regular (at least daily) basis.

## **9. Engagement with your studies**

9.1 You should engage with all learning activities which form part of your course, subject to absence only for medical reasons or other personal reasons agreed in advance with your course or subject leader. You should also be aware that some courses and modules require a specific level of attendance which will be clearly stated in the module or course handbook.

9.2 Where your record of engagement is considered unsatisfactory, you will be invited to attend a meeting to discuss the issues. In the event that you do not attend this meeting, you will receive a further letter inviting you to a re-arranged meeting. If you do not attend this meeting, then you will be considered to have withdrawn from the course.

## **10. Module choices**

Whilst the university aims to offer alternative module options to reflect students' special interests, it cannot guarantee that all modules or options will be available to all students. Some modules have a limited number of places. In cases where a student's first choice of module is unavailable, the university will endeavour to ensure that a suitable alternative is available. Similarly it may not be possible to run certain modules if insufficient numbers of students have chosen that option.

## **11. Placements**

The university will seek placements for students with partners in the south east region of England. The university's placements staff provide a comprehensive package of support helping students find a placement, preparing for placement and ongoing support through the placement period, but the university is not liable for failure of placement providers or of placement providers to provide a suitable placement. Arranging travel to and from the placement is normally the responsibility of the student.

## **12. IT equipment**

Students may not connect personal IT equipment to the university network except as set out in the [IT regulations](#). Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the university accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the university or its staff, and provided always that the university accepts no liability for any indirect and consequential losses.

## **13. Complaints**

If you are an applicant to the university and have concerns about the way your application was handled you may have recourse to the [Complaints and Appeals Procedures in the Admissions Policy](#). Once you have enrolled as a student you are entitled to raise any concerns with any aspect of the university's service by means of the [Student Complaints Resolution Procedure](#).

## **14. Students' Union**

All students are automatically registered as members of the Students' Union unless you notify us that you do not wish to register. Details of the procedures for opting-out of membership and other information relating to the Students' Union are available on studentcentral. A student who has elected to "opt-out" is still entitled to full use of all facilities but may not stand for office or take part in Students' Union elections.

## **15. Intellectual property**

15.1 Intellectual property is the term used to describe the outputs of your creative and intellectual endeavour, such as inventing a new process or product or writing new software. It can allow you to own things you create in a similar way to owning a physical property. You can control the use of your IP, use it to gain financial reward and prevent others from using your IP without your permission.

15.2 The four main types of IP are:

- I. Copyright – protects material such as literature, art, music, sound recordings, films and broadcasts.
- II. Designs – protect the visual appearance or eye-appeal of products.
- III. Patents – protect the technical and functional aspects of products and processes.
- IV. Trade marks – protect signs that can distinguish the goods and services of one trader from those of another.

15.3 More than one type of IP may apply to the same creation. Patents, registered trademarks and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design right are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.

### **Ownership of intellectual property generated by students**

15.4 Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you and the university. All students, however, grant the university permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes.

### **16. Partner colleges**

16.1 If you are studying at a partner college, you will be subject to certain additional regulations and contractual terms of that college, including disciplinary regulations.

16.2 Breach of these additional regulations or contractual terms may be treated as a breach of the university's regulations and may result in the university requiring you to withdraw from your course, the withholding of services and/or the termination of the enrolment contract between you and the university.

16.3 The university has agreements with partner colleges which set out the roles and responsibilities of each in relation to your admission, course and services.

### **17. Data Protection**

17.1 The University of Brighton is registered as a data controller with the Office of the Information Commissioner, and collects and processes information about students under the terms of this contract for teaching, research and administrative purposes. All such activity is governed by the Data Protection Act 2018 and is detailed in the student privacy notice: [www.brighton.ac.uk/about-us/statistics-and-legal/privacy/students/index.aspx](http://www.brighton.ac.uk/about-us/statistics-and-legal/privacy/students/index.aspx). As a data subject, you have a number of rights. You can request access to your data, ask the university to correct any inaccurate data or stop processing data – for more information or to exercise your rights you can contact the data protection officer on dataprotection@brighton.ac.uk tel, 01273 642010.

17.2 The accuracy of personal information provided by students may also be checked by the university against relevant external sources. The university undertakes to process and store maintain student data on secure networks conditions, and to process and disclose data only within the terms of the student privacy notice. Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your address, personal details or course enrolments.

17.3 For full details please refer to the university's Data Protection Policy. If you are dissatisfied with the way the University has processed your personal data, or have any questions or concerns about your data please contact [dataprotection@brighton.ac.uk](mailto:dataprotection@brighton.ac.uk), if we are not able to resolve the issue to your satisfaction, you have the right to apply to the Information Commissioner's Office (ICO). They can be contacted at <https://ico.org.uk/>

## **18. Health and safety**

18.1 The University of Brighton will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.

18.2 You should be aware of the safety rules applying to buildings, your course or school; read the safety notices, school websites and studentcentral and know what to do in the event of a fire and be aware of at least two escape routes from your place of study or any other area you may occupy.

18.3 In addition students with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information so as to enable the university to implement personal emergency evacuation plans (PEEPs) and fulfill its obligations in relation to fire safety arrangements.

18.4 There are restrictions on bringing hazardous materials or substances onto university premises, including halls of residence, which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances and drugs etc.

18.5 Schools will provide you with induction and training relating to health and safety appropriate to your course of study. This should include:

- fire evacuation
- accident prevention and reporting (accidents should be reported to the member of staff in charge of the session or to the nearest Site Manager's Office/desk)
- safe use of materials/equipment
- any hazardous substances
- specific policies/safe working procedures
- risk assessments/safety precautions.

18.6 Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with the university where duties are imposed under the Health and Safety at Work Act or other statutory provisions.

18.7 This includes avoiding silly or reckless behavior and also taking positive steps to identify and understand hazards, paying particular attention to dangerous areas as well as residences. You are required to comply with safety rules and procedures, and thus ensure that nothing you do or fail to do will place yourself or others at risk. Students and staff are represented on the university safety committee. However, in the first instance any issues regarding health and safety should be reported to your course tutor / supervisor.

18.8 The university's disciplinary procedures may be invoked in the case of students breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

## **19. Tuition fees**

19.1 Every student is charged a tuition fee for each year of his or her course. This fee covers the educational and related services made available to students whilst they study at the university, including tuition/supervisory services, access to learning/technical resources, assessment of submitted work, support/welfare provision and membership of the Students' Union. Information regarding specific courses is available online at [www.brighton.ac.uk/courses](http://www.brighton.ac.uk/courses).

19.2 It does not cover charges that may be incurred though accessing other university services (including residential accommodation, optional activities or materials/printing/photocopy charges, library or other fines). These costs depend on the choices that you make after enrolment and therefore cannot be accurately estimated at the beginning of a course or programme of study. This information is available to you before you commit yourself to further costs. For further information, please see the university's Tuition Fee Policy.

### **Annual Tuition Fee Increase**

19.3 Where UK/EU students are subject to regulated fees, the annual increase cannot exceed the UK government's maximum regulated tuition fee limit set for the relevant academic year. Normally the UK government gives prior warning of any changes to regulated fees. For all other students not subject to regulated fees, tuition fees are subject to a maximum annual increase of the higher of 5% or RPI. See the Tuition Fee Policy for further details. The university will publish fee changes on its course web pages approximately one year in advance of the relevant academic year.

## **20. Undergraduate fee status classification**

On receipt of your UCAS form the university carries out an assessment of your fee status determining the amount you are likely to pay after enrolment. This decision is based on guidelines provided by the Department of Education: Education (Fees and Awards) Regulations 1997.

## **21. Liability**

21.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.

21.2 Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

21.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control

include industrial action, over or under demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your course.

21.4 The university cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- I. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on university campuses) unless it is caused by the negligence or fault of the university or its staff;
- II. the non-return of work submitted for assessment;
- III. personal injuries or death except in so far as it is caused by the negligence of the university or its staff;
- IV. all indirect and consequential losses, however arising; and
- V. loss of opportunity and loss of income or profit, however arising.

21.5 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the university in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to the university or the amount, if any, the university receives from its insurers in respect of that particular loss, whichever is the greater.

## **22. Insurance**

You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) before coming to the university (note that if you have a place in university halls basic contents insurance is included). The university is not liable for damage to or loss of such personal property. In certain circumstances you may be required to obtain other types of insurance, for example medical insurance.

## **23. Withdrawal of services**

23.1 The university reserves the right to make variations to or withdraw services if such actions are reasonably considered to be necessary by the university, for example, where:

- I. events beyond the university's reasonable control prevent a service from being delivered either temporarily or permanently;
- II. information technology systems require essential maintenance work, upgrades or repairs;
- III. health and safety or other legal reasons apply; or
- IV. improvements and changes are being made to the university's estate and facilities.

23.2 The university will take reasonable steps to mitigate the impact of such withdrawals on students wherever reasonably possible, for example by substituting alternative similar services, and giving warning of forthcoming changes or likely periods of non-availability.

23.4 The university reserves the right to make reasonable additional charges and to vary such charges from time to time for services in order to cover costs or to ensure the availability of Services for the benefit of all students, (for example by fining students who misuse library services to the detriment of other users).



23.5 The university is unable to guarantee that all services will be available at all times to all students but will endeavour to provide a reasonable level of provision when the university is open.

## **24. Termination of contract**

The university may terminate your contract at any time if you are in material breach of these terms and conditions and in the following circumstances:

- I. If you have provided false, inaccurate or misleading information in your application to the university.
- II. If you fail to meet the specific conditions or requirements for your course.
- III. If you fail to meet the conditions of your offer letter.
- IV. If you no longer meet immigration requirements.
- V. If you acquire a relevant criminal conviction.
- VI. If you fail to enrol.
- VII. If you are withdrawn for failure on assessment.
- VIII. If you fail to pay your tuition fees by the required deadline.

## **25. General**

25.1 If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

25.2 These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Course and replace any other undertakings or representations.

25.3 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.

25.4 Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

25.6 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

25.7 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

25.8 The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Version 2.3 Amended 31.7.18