



UNIVERSITY OF PLYMOUTH

Student Contract

1. Introduction

This document sets out in detail the relationship between you and the University. You may have other contractual arrangements (for example, for accommodation or financial support) which will be the subject of separate agreements.

2. Your Contract with the University

- 2.1 Before you accept an offer of a place at the University, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the University's Admissions Office by email (admissions@plymouth.ac.uk) or telephone (+44 (0)1752 585858).
- 2.2 When you accept an offer of a place and your contract with the University takes effect, you agree to be bound by the terms of this document and the University's instrument and articles of government, the University's regulations, policies and procedures (including the student handbook), any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and the other documents carefully. They can be found on the University's website and, unless otherwise agreed, the latest versions of these documents will apply. Again please refer any queries to the University's Admissions Office.
- 2.3 For undergraduate or postgraduate students who receive their offer directly from the University, your contract takes effect when you accept the University's offer of admission in accordance with the terms of your offer letter.
- 2.4 For undergraduates who receive their offer through UCAS, your contract takes effect either:-
 - 2.4.1 when you accept your offer as your "Firm Choice"; or
 - 2.4.2 if you accept your offer as your "Insurance Choice", when your "Insurance Choice" automatically becomes your "Firm Choice" (ie, because you do not achieve the required grades for your original "Firm Choice").

3. Immigration requirements

- 3.1 The University is under a legal obligation to ensure that all students comply with relevant visa or immigration requirements and it may report any non-compliance to the Home Office, UK Visas and Immigration or any body that replaces it. The University may request information and documents from you to ensure that you are complying with any visa or immigration requirements. You must comply with such requests within a reasonable time (or any specific timeframe stipulated by the University). If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, the University may elect to terminate your contract (whether immediately or otherwise) and withdraw you from your course.
- 3.2 If you are a Tier 4 international student, you must familiarise yourself and comply with your specific attendance monitoring requirements as well as any other requirements specified in your visa. If you do not comply with the University's attendance, monitoring and other requirements for Tier 4 international students, with the conditions of your Tier 4 or any other visa, or with the United Kingdom's immigration rules, the University may withdraw you from your course and report you to the Home Office, UK Visas and Immigration or any body that replaces it. Further information is provided on the University's website (www.plymouth.ac.uk/international/compliance).

4. Changes to your Programme or this Document

- 4.1 The University is continuously developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of its students. This may be to reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep programmes, practices and areas of study up-to-date. This may lead to changes in the terms, content or delivery of the University's programmes from those set out in the prospectus or website.
- 4.2 If the University decides to make a significant change to your programme of study, it will consult you in advance on the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the University's control, in which case the University will notify you of this as soon as possible and try to minimise any adverse impact on you.
- 4.3 The University may change this document from time to time to comply with any legal or regulatory requirements. If the University is required to make significant changes to this document, the University will notify you of this as soon as possible.

5. Your Programme of Study

- 5.1 The University will provide you with education services (including teaching, learning and, where applicable, research opportunities and assessments) and related activities which the University considers appropriate for your programme. Details such as timetable and venue will be provided to you on or after your enrolment as a University student.
- 5.2 You will need to participate fully in your programme. This will include attending and taking part in teaching, learning and/or research events included in your programme; meeting regularly with your supervisory team as appropriate; making proper use of all the resources available; and preparing and submitting work on time.
- 5.3 Some courses and modules may require a specific level of attendance. You must comply with such requirements in order to progress with the course or to attain the appropriate award or qualification.
- 5.4 If you are undertaking a health-related course, you must comply with a detailed attendance policy which will be provided to you by your Faculty.
- 5.5 Provided that you successfully fulfil the requirements of your programme, pay your fees and otherwise meet your obligations as a student (as set out in your contract with the University), the University will grant you the appropriate award or qualification.
- 5.6 If your record of engagement is considered unsatisfactory, you may be invited to a meeting to discuss how this issue can be addressed. If you do not attend the meeting (or any subsequent meeting arranged to deal with this issue) without good reason, the University may withdraw you from your course. Further information is available in the Academic Regulations and Procedures section of the University's website.

6. Placements

If your course or programme involves you undertaking a placement, you will be provided with further information by your Faculty. The University will not be responsible for any acts or omissions of a third-party placement provider.

7. Intellectual Property

You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your studies or research activities, unless you agree otherwise with the University. This is subject to the University's Intellectual Property Policy which is available on the University's website.

8. Accommodation, Insurance, Funding and Immigration

- 8.1 During your time at the University, you should:-

- 8.1.1 arrange your own accommodation. Any accommodation provided by the University will be subject to a separate agreement;
- 8.1.2 have adequate insurance for your own personal belongings (the University strongly recommends obtaining insurance against risks such as theft and damage) and, where appropriate, medical insurance;
- 8.1.3 arrange sufficient funding for all tuition, living and other fees and expenses arising from your studies. The University is not responsible for the decisions, actions or omissions of any independent funding providers (such as Student Finance England or any organisation that replaces it); and
- 8.1.4 satisfy any applicable visa or other immigration requirements that apply from time to time, including any language competence requirements.

9. How the University May Use Your Personal Information

- 9.1 You agree that, during and after your time at the University, the University will hold and process your personal data (including sensitive personal data) in accordance with the Data Protection Act 1998 and the Personal Information and Data Protection section of the student handbook on the University's website.
- 9.2 The personal data held by the University will include information that you provide as part of the application and enrolment process, as well as necessary information which the University will process whilst you are a student. The personal data will be held by the University to assist with (amongst other things):-
 - 9.2.1 the normal functioning of the University (including general administrative and academic functions);
 - 9.2.2 providing you with services and support;
 - 9.2.3 managing student finances, collecting tuition fees and recovering outstanding debts;
 - 9.2.4 managing University accommodation and properties;
 - 9.2.5 managing and operating the Alumni Association;
 - 9.2.6 taking disciplinary action, where appropriate;
 - 9.2.7 the prevention of crime and disorder; and
 - 9.2.8 analysing student records to monitor quality and performance.
- 9.3 The University may disclose personal data held about you to other parties, including the following organisations:-
 - 9.3.1 The University of Plymouth Students' Union;
 - 9.3.2 Plymouth City Council, council tax offices and electoral registration officers;
 - 9.3.3 Student Loans Company, the Local Education Authority and any relevant sponsoring body;
 - 9.3.4 the Home Office, UK Visas and Immigration (or any body that replaces it), Higher Education Statistics Agency and professional and regulatory bodies;
 - 9.3.5 the Police and other law enforcement agencies and emergency services;
 - 9.3.6 debt collection agents, third party service providers and external research and survey organisations; and
 - 9.3.7 GradIntel, employers and prospective employers (for reference purposes), partner colleges and other educational institutions.

This list is not exhaustive and the University may also disclose personal data held about you to other parties if it considers it to be in your vital interests to do so. You can find out further information (including the circumstances in which your personal information is likely to be shared

with other organisations) in the Personal Information and Data Protection section of the student handbook on the University's website. This section may be updated from time to time to reflect legal or regulatory changes, or the University's general academic and administrative requirements. The latest version of the section will apply to your contract with the University from the time when that section is published or updated.

- 9.4 The University will provide basic details about you to the Students' Union so it can provide you with appropriate services. The provision of information from the University to the Students' Union is governed by a separate data sharing agreement between them.
- 9.5 The University may record lectures and other educational events and activities in which you may be involved. Any such recording will be made in accordance with the University's recording policies in force from time to time, which may be accessed on the University's website.
- 9.6 The University may record or photograph you and other students for promotional and other purposes. Wherever possible, the University will notify you of this and provide an opportunity for you to request to be excluded from such activity.
- 9.7 The University may check the accuracy of information held and processed with external sources or databases.

10. IT and Information Security

- 10.1 You must comply with all policies, rules and regulations in relation to the use of IT during the course of your studies. These include the IT Services' "Use of Computers Policy" and "Information Security Policy" which are available on the University's website.
- 10.2 Use of all IT equipment and its connection to the University's IT network must comply with the "appropriate use of services" element of the Policy. The Policy prohibits the use of computing devices and the University's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. The University may monitor the use (including any personal use) of its network and systems (including telephone, e-mail, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.
- 10.3 By connecting to the University's IT network, you are accepting all of the associated risks. This includes when you connect to the network with any of your own devices. The University will not be liable for any damage that is caused by your use of IT equipment and/or connection to the University's network, except in the case of any foreseeable damage resulting directly from the University's negligence or failure to comply with this contract.

11. Health and Safety

- 11.1 The University will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your studies. This applies to all campuses and locations where staff and students may be working or studying.
- 11.2 The University will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.
- 11.3 The University will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.
- 11.4 You must make yourself familiar with all of the University's procedures and regulations relating to health and safety, including the University's health and safety policy (which is available on the University's intranet) and any specific rules that apply to your course or the building in which you are located. All health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, the University may take disciplinary action against you.

11.5 You must inform the University if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. The University will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

11.6 If you have any queries in relation to your health, safety or wellbeing, you should contact the Learning Gateway which is currently located on the ground floor of the Roland Levinsky Building.

12. Tuition Fees

12.1 Every student is charged a tuition fee for each year of their programme. Information on tuition fees (including the amounts and how to make payment) is included on the University's website. There are additional costs for some programmes. Please check the University's website for details of these.

12.2 You must pay the tuition fees for your programme and any other University charges you incur by the due date. If a third party is paying these amounts on your behalf (such as Student Finance England), you must make sure that payment is made on time.

12.3 If your tuition fees are not paid in full on time, you may be referred to a debt collection agent and risk having your award withheld and graduation deferred, or not being allowed to re-enrol on a programme until all arrears have been paid. The University's Student Debt Policy will apply (which is available on the University's website).

12.4 If you raise what the University considers to be a genuine dispute regarding an invoice for tuition fees and notify the University of that dispute promptly after receiving the invoice, then, until the dispute has been resolved, the University will not exercise its rights under paragraph 12.3 and will allow you to continue with your programme.

13. Student Fee Status Classification

The University applies government regulations to assess which fee rate should apply to each student.

14. The University's Liability to You

14.1 If the University fails to comply with its contract with you, the University is responsible for any loss or damage you suffer that is a foreseeable result of the University's breach of contract or failure to use reasonable skill and care. However, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if it was contemplated by you and the University at the time the contract was entered into.

14.2 The University does not exclude or limit in any way its liability for:-

14.2.1 death or personal injury caused by the negligence of the University or its employees, agents or sub-contractors;

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 any other act or omission, liability for which may not be limited by law.

14.3 Subject to paragraph 14.2, the University's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the University shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater.

14.4 The University will not be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from the University in submitting work and that you retain copies of work submitted.

14.5 You will not be liable to the University for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, the University will not be liable to you for any failure or delay in performing its obligations under this contract

which is due to any cause beyond its reasonable control (including those circumstances described in paragraph 16.1 below).

15. How to Cancel or Withdraw

- 15.1 Whether you receive your offer directly from the University or through UCAS, you have a statutory right to cancel your contract with the University under the Consumer Contracts Regulations 2013. If you wish to exercise this cancellation right, you must notify the University of your cancellation request within a 14 days' "cooling off" period, starting on the day after your contract with the University takes effect in accordance with paragraph 2.1.
- 15.2 To exercise this right to cancel, you must provide the University with a clear statement setting out your decision to cancel your contract with the University. Details of how to contact the University are set out in paragraph 18.1. You may use the cancellation form on the University's website for this purpose but you do not have to do so.
- 15.3 In addition to your statutory rights, the University allows full-time or part-time undergraduate students and postgraduate taught students to withdraw from their programmes of study with no fee payable up to 14 days after the commencement of the relevant programme. These rights are set out in the University's own Withdrawal and Interrupt Tuition Fee Charging Policy which forms part of the student handbook section of the University's website. If you are a postgraduate research student, this Policy does not apply to you and you should contact the Graduate School if you wish to withdraw from or interrupt your programme.
- 15.4 If any fees are due to be reimbursed to you under the terms of your contract with the University or the Withdrawal and Interrupt Tuition Fee Charging Policy, the University will use the same payment method as you used to make your original payments.

16. Programme Changes in Circumstances Outside the University's Control

- 16.1 It may be necessary for the University to:-
- 16.1.1 revise the terms, content or delivery of programmes from those set out in the prospectus or website; or
- 16.1.2 discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes,
- in circumstances outside the University's control. These circumstances may include the lack of availability of key personnel without whom the University cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, civil unrest, severe weather or failure of public or private communications networks.
- 16.2 If the University's services to you are affected by an event referred to in paragraph 16.1, the University will give you as much notice as possible and:-
- 16.2.1 if an entire programme is cancelled before its start date and you have made any payments in advance, the University will take steps to provide you with an alternative programme or will refund those payments to you; and
- 16.2.2 if part of a programme is cancelled (after its start date) or changed (either before or after its start date), the University will take steps to mitigate the effects on the services it provides to you (which may include providing you with an alternative programme).
- 16.3 The University also reserves the right to cancel a programme or course before that programme or course starts in circumstances where:
- 16.3.1 an insufficient number of applications, offers or acceptances mean that the student experience cannot be guaranteed; or

- 16.3.2 the programme or course is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

17. Termination of the Contract by the University

- 17.1 Apart from its other rights to terminate under the terms of this contract, the University may terminate its contract with you with immediate effect by notifying you in writing, if you:
 - 17.1.1 fail to pay any outstanding tuition fees;
 - 17.1.2 do not enrol on your course;
 - 17.1.3 are withdrawn from the University for any reason whatsoever;
 - 17.1.4 are convicted of a criminal offence; or
 - 17.1.5 commit a material breach or repeated breaches.
- 17.2 Your admission and continued registration at the University are also subject to:-
 - 17.2.1 any requirements set out in the University's offer to you;
 - 17.2.2 any entry and attendance requirements relevant to your programme of study;
 - 17.2.3 any health, welfare, fitness to practice screening and criminal record checks which apply to your programme; and
 - 17.2.4 any immigration or visa checks and requirements that may apply from time to time.
- 17.3 Any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of the University if your application is found to contain information or omissions that are false or misleading.

18. Contact with the University

- 18.1 If you wish to contact the University in writing or are required to give the University written notice of any matter, you can send this to the University by hand, by e-mail (e-mail address admissions@plymouth.ac.uk) or by pre-paid post to Plymouth University at Drake Circus, Plymouth, Devon PL4 8AA. The University will contact you in writing to confirm receipt of this.
- 18.2 If the University has to contact or notify you in writing, it will do so by personal delivery, e-mail to your University e-mail account, or pre-paid post to the most recent contact address you provide to the University.
- 18.3 You must:
 - 18.3.1 inform the University promptly of any changes in your contact details; and
 - 18.3.2 check your University e-mail account regularly (at least once per day).

The University is not responsible if you fail to read notices sent to you in accordance with paragraph 18.2.

19. University of Plymouth Students' Union

- 19.1 The University of Plymouth Students' Union is a separate organisation from the University. Except to the extent required by law, the University is not responsible for the acts or omissions of the Students' Union, whether taking place on the University's campus or elsewhere.
- 19.2 When you register as a student with the University, your details will be passed to the Students' Union in accordance with paragraph 9.4 and you will automatically become a member. However, you have the option to opt-out at the outset or during the course of your studies.
- 19.3 If you choose not to be a member of the Students' Union, you will not be unfairly disadvantaged. However, you will be prevented from:
 - 19.3.1 voting in general meetings, elections or referenda of the Students' Union; or
 - 19.3.2 standing in any elections or holding office in any part of the Students' Union.

20. What if Something Goes Wrong?

- 20.1 The University aims to provide high quality services to its students. Unfortunately, there may be an occasion where something goes wrong. Whatever your complaint, you can expect it to be dealt with promptly and fairly and in line with the University's published complaints or appeals procedures (as updated from time to time). Information about these procedures can be found in the student handbook section of the University's website. You can also contact the University Complaints Office by email on complaints@plymouth.ac.uk or telephone on 01752 582052.
- 20.2 You will not be treated less favourably or disadvantaged by making a complaint or appeal on an academic matter. If you are unable to resolve a complaint or appeal with the University, you may be entitled to refer the matter to the Office of Independent Adjudicator (or any organisation that replaces it). Please check the Office of Independent Adjudicator's website at www.oiahe.org.uk for further information. You may also be able to use the Online Dispute Resolution platform to assist in resolving a dispute relating to your programme which is available at: <http://ec.europa.eu/consumers/odr/>.
- 20.3 You have legal rights in relation to any University services which are not provided with reasonable skill and care. Advice about your legal rights is available from Student Union Advice Centres, Citizens' Advice Bureaux or Trading Standards offices. Nothing in your contract with the University will affect these legal rights.

21. University Information

- 21.1 Plymouth University is the preferred name of University of Plymouth which is a higher education corporation under section 121 of the Education Reform Act 1988 and an exempt charity under the Charities Act 2011.
- 21.2 The University is regulated by the Higher Education Funding Council of England and is required to comply with the code of practice and academic quality standards maintained by the Quality Assurance Agency for Higher Education (or any organisation that replaces it).

22. Other Important Terms

- 22.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the University, the various documents will apply in the following order of priority:-
- 22.1.1 the University's offer to you;
 - 22.1.2 this document;
 - 22.1.3 the University's website;
 - 22.1.4 the provisions of the prospectus that applies to your programme; and
 - 22.1.5 any agreement relevant to your programme.
- 22.2 The University may transfer its rights and delegate its obligations under this document to another organisation. However, the University will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 22.3 Your contract with the University (of which this document forms part) is between you and the University. No other person shall have any rights to enforce any of its terms.
- 22.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 22.5 If you are in breach of your contract with the University and the University decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the University has waived its rights against you for that or any other breach, nor that you have been released from those obligations.

22.6 This document is governed by English law. You and the University both agree to submit to the non-exclusive jurisdiction of the English courts.