

Canterbury Christ Church University

STUDENT AGREEMENT

Introduction

This Agreement sets out the relationship between the University and its students. The intention is to provide a framework through which the University and its students can work together to create a positive environment for learning and academic achievement.

1 The Student Agreement

- 1.1 This Agreement sets out the standard conditions of registration for undergraduate, postgraduate and all other students of Canterbury Christ Church University ('the University'). Together with the other documents to which the Agreement refers, these conditions form the contract between the University and you, the student, with regard to your programme of study or research at the University ('your programme' or 'the programme').
- 1.2 These conditions comprise part of the Agreement between you and the University about your programme. The other parts of the Agreement are:
 - 1.2.1 any documents referred to in these conditions;
 - 1.2.2 any document setting out the University's offer to you (whether the offer is made directly by the University or indirectly by the Universities and Colleges Admissions Service (UCAS) or another agency authorised by the University to act on its behalf);
 - 1.2.3 the registration form you complete when you arrive at the University or on re-registration at the University for a second or subsequent year of study.
- 1.3 The University's Student Charter does not form part of the contract between you and the University.
- 1.4 The Agreement between you and the University starts when you tell the University in writing that you accept the offer of a place on your programme. If the University makes the offer to you directly, you should write to the University. If the offer is made through UCAS or another agency, your acceptance is made in accordance with those procedures.
- 1.5 It is a condition of registration on your programme that you complete a registration form when requested to do so. By doing so, you agree to pay all fees due by the dates specified by the University, unless previously agreed otherwise by the appropriate University authorities.
- 1.7 If the Agreement between you and the University is inconsistent with any other document prepared by or on behalf of the University, the Agreement will prevail.

- 1.8 The Agreement comprises the entire understanding between you and the University about your programme and replaces any other written or oral promises, undertakings or representations.

2 The University's Obligations

- 2.1 The University undertakes to provide you with the tuition and learning support facilities and other services associated with your programme with reasonable care and skill, subject to this Agreement.

- 2.2 The University will use all reasonable means to deliver the programme in accordance with the description applied to it in the relevant prospectus ('the prospectus') for the academic year in which you begin the programme.

- 2.3 The University shall be able to make reasonable variations from time to time to the services and facilities provided. The University must manage its resources efficiently and reserves the right:

2.3.1 to alter the timetable, location, number of classes and methods of delivery of your programme;

2.3.2 to make variations to the content and syllabus of your programme, or to merge or combine your programme with other programmes of study, if such action is considered necessary by the University in the context of its wider purposes.

2.3.3 to discontinue your programme, or an element of the programme, for example, because a key member of staff is unwell or leaves the University;

2.3.4 not to provide your programme, or to combine it with others, if the University considers this to be necessary, for example, because too few students apply to join the programme for it to be viable.

- 2.4 In the unlikely event that the University discontinues, or does not provide your programme, or changes it significantly before it begins:

2.4.1 the University will tell you at the earliest possible opportunity;

2.4.2 you will be entitled to withdraw your application by telling the University in writing;

2.4.3 the University will make an appropriate refund of tuition fees and other expenses to whoever made the payment.

- 2.5 The University will make available to you such learning support facilities, and other services, as it considers appropriate, but may vary what it provides from time to time. For example, the University may change the way it provides Library or IT support.

3 Your Obligations

- 3.1 You are required to comply with your obligations under this Agreement and, in accordance with any reasonable instructions issued to you from time to time by, or on behalf of, the University.

- 3.2 You are required to attend lectures, courses, tutorials, examinations and other assessments, and any other activities that form part of the programme, except in case of absence for genuine medical reasons, agreed absences or other exceptional circumstances.
- 3.3 You are required to submit course work and other assignments for your programmes by published deadlines and in the prescribed manner, subject to exceptional circumstances such as illness.
- 3.4 You are required to undertake adequate preparation outside the University for any activity that forms part of your programme of study.
- 3.5 You are required to provide the University Registry with an emergency contact name and details that the University may use at its discretion.
- 3.6 You are required to notify the University Registry of any changes to the information submitted on application or registration, for example, if you change your address. Where requested, you are required to provide evidence to support the change in the information.
- 3.7 You are required to reach the level of academic attainment for your programme.
- 3.8 You are required to complete all assessments with academic integrity, and not to engage in any cheating or irregularities of a similar character for example copying, acts of plagiarism, using unfair means, acting dishonestly in any assessments, and using prohibited materials in examinations.
- 3.9 You are required to comply with any professional standards applicable to your programme.
- 3.10 You are required to abide by any special conditions relating to your programme set out in the prospectus, or otherwise notified to you in writing by the University;
- 3.11 You are to conduct yourself in an orderly manner, both in your academic and recreational activities, while in attendance at the University or engaged in any University activity.
- 3.12 As a student, you are expected to consult your University e-mail regularly as the University uses e-mail as a major source of communication.
- 3.13 For some programmes, such as Teacher Training, Nursing, Occupational Therapy, Medical Imaging Social Work, it is necessary to undertake health screening to ensure you meet the occupational health requirements.

4 Criminal Convictions

- 4.1 When you apply to the University, you must disclose any unspent criminal convictions. The University will consider whether such convictions are compatible with membership of the University and, in particular, with a place on your programme.

- 4.2 For some programmes, such as Teacher Training, Nursing, Occupational Therapy, Medical Imaging Social Work, there is a requirement to disclose those convictions considered spent under the Rehabilitation of Offenders Act 1974. You will be informed if this requirement applies to your programme. For these programmes, it will be necessary for you to agree to be subject to a check through the Disclosure Service of the Criminal Records Bureau (CRB) as part of the application process, and at any time during the period of registration. In addition, it is a requirement for these programmes of study that you inform the Academic Registrar, in writing, of any conviction or caution that arises after registration but during the course of your programme.
- 4.3 Unless there is specific provision otherwise, you will be required to pay any charge made by the CRB.

5 Fees and Payment

- 5.1 The University's tuition fees ('the fees') will be as stated in fee regulations as reviewed and revised each academic year. You are bound by the University's policy on the payment of fees, refunds in the event of termination of your studies and the consequences of non-payment, as amended from time to time. The University may alter the fees and refunds policy from time to time, but will publicise within the University any alterations made. The current policy is set out in Student Debt Policy.
- 5.2 It is your responsibility to ensure payment of the fees and any other expenses relating to your programme, in each academic year of your programme. An 'academic year' means the yearly period of the programme, the dates of which are published by the University.
- 5.3 The fees are to be paid on registration, whether directly by you or on your behalf by a third party, such as your employer or sponsor. This does not apply if the University agreed in writing that any alternative arrangement for the payment of the fees apply to you, including payment of your own contribution by instalments.
- 5.4 The fees and expenses do not include any fees payable in respect of any residential accommodation provided for you by the University or any third party. These will be the subject of a separate agreement between you and the University, if appropriate.
- 5.5 The fees do not include any additional fees for reassessment or re-examination following failure, travelling expenses, library fees, field trip costs or other course costs, unless specifically provided for by a sponsor.
- 5.6 If you leave before your programme has finished, you may be entitled to a refund of all or part of the fees paid by you for the academic year in which you leave, in accordance with the schedule issued by the University for the programme, depending on how long you remain registered on the programme.

- 5.7 You will be considered to have left the University for the purpose of the refund of fees, whether or not you intend to commence a new programme at the University in the following academic year, if each of the following steps has been taken:

- STEP 1 The University has received written notification that you wish to discontinue the programme or the University has notified you in writing requiring you leave your programme.
- STEP 2 You have ceased to attend lectures.
- STEP 3 You have returned all items and materials owned by the University and paid any outstanding sums owed to the University.
- STEP 4 You have moved out of University halls of residence, if applicable.

6 Failure to Pay the Fees and Other Debts

- 6.1 If you, or any third party who agreed to pay your fees, fails to make payment by the due date specified on the invoice, the University reserves the right, at any time during the academic year, to withdraw you from your programme and withhold all services until the outstanding fees are paid. The University also reserves the right to terminate this Agreement with you.
- 6.2 If at the end of an academic year, you are in debt to the University for the fees, the University reserves the right not to permit you to register on your programme for the next academic year.
- 6.3 If you are in the final year of your programme, the University reserves the right not to release your letter, transcript or letter of the final confirmation of award until all outstanding fees are paid to the University.

7 University Regulations

- 7.1 You must comply with all the University codes, rules, protocols, conventions and regulations in existence during the programme that relate to the activities of students in general. You must comply with all relevant codes, rules, protocols, conventions and regulations relating to your programme, as amended from time to time. These are available in the Student Procedures booklet, in faculty and departmental handbooks and on the University's website. These include, but are not limited to, the following:
 - 7.1.1 examination regulations;
 - 7.1.2 examination rules on academic progress and the consequences of poor academic performance
 - 7.1.3 regulations on suspension or extension of studies
 - 7.1.4 codes of practice on research conduct and misconduct;
 - 7.1.5 relevant health and safety requirements, including those relating to your programme
 - 7.1.6 hall of residence regulations (if applicable)
 - 7.1.7 the Data Protection policy and guidelines
 - 7.1.8 the Intellectual Property Policy
 - 7.1.9 the regulations relating to the use of library and computing facilities

- 7.1.10 all codes, rules and regulations of any other relevant organisation or institution, if required as part of the programme
- 7.1.11 any relevant third party requirements - for example, those of the Student Loan Company (SLC), the National Health Service (NHS), the Nursing and Midwifery Council (NMC) or Teacher Training Agency (TTA)
- 7.1.12 regulations on fitness to practise and professional standards and ethics
- 7.1.13 regulations on placements and courses and programmes undertaken outside the University
- 7.1.14 all codes, rules and regulations of any other relevant organisation or the University, if attendance there is required as part of your programme
- 7.1.15 student disciplinary regulations and codes of proper behaviour, (which include the University's right to suspend or exclude a student in exceptional circumstances on disciplinary grounds)
- 7.1.16 regulations on equal opportunities, discrimination, bullying and harassment and dignity at work and study
- 7.1.17 provisions relating to confidential information
- 7.1.18 regulations on freedom of speech;
- 7.1.19 regulations concerning students with mental health problems;
- 7.1.20 public interest disclosure policy (whistle blowing);
- 7.1.21 grievance and complaints procedures;
- 7.1.22 code of practice on the Students' Union, complying with the Education Act 1994;
- 7.1.23 use of student registration cards;
- 7.1.24 regulations concerning conduct in University residences;
- 7.1.25 rules on car parking on University premises.
- 7.1.26 the student debt policy,
- 7.1.27 the equal opportunities policy

8 Termination of Agreement

- 8.1 This Agreement will end automatically, subject to your rights of appeal, if your registration on your programme with the University is terminated because of:
 - 8.1.1 action taken against you in accordance with the University's disciplinary or fitness to practise procedures;
 - 8.1.2 a decision of a Board of Examiners, based on your academic performance;
 - 8.1.3 non-payment of fees, in accordance with the University's regulations on the payment of fees.
- 8.2 If you are expelled, or dismissed, from any educational institution or other organisation that you are required to attend or be a member of, as part of your programme, the University may end this Agreement immediately by written notice to you.
- 8.3 Any action taken by the University under this Agreement will not restrict its ability to take any other action against you to which it may be entitled. Provided the action taken to terminate the Agreement is in accordance with

these conditions or the University's procedures, the University will not be liable for any loss or damage that you may suffer as a result.

9 Change of Circumstances

9.1 In addition to the University's rights to end this Agreement set out in Section 8, the University shall be entitled to end this agreement immediately by notice in writing to you in the following circumstances:

9.1.1 if between the acceptance of an offer by you and the beginning of your programme there is a change in your circumstances which, in the reasonable opinion of the University, makes it inappropriate for you to study on your programme; or

9.1.2 where your circumstances change so that you are no longer able to meet the special requirements for your programme, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements; or

9.1.3 if the University becomes aware of information relating to you not previously known, including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974, which in the reasonable opinion of the University makes it inappropriate for you to study on the programme; or

9.1.4 if, in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for the programme.

10 Requirements on Termination of this Agreement

10.1 If at any time the University terminates this agreement because of its rights under these conditions or generally, or if this agreement terminates automatically:

10.1.1 the University shall be entitled to refuse to register you on your programme, if at the date of termination you have not already registered;

10.1.2 the University shall be entitled to require you to stop studying on your programme, and to leave the University immediately, if at the date of termination you have already registered;

10.1.3 any action taken by the University under conditions 9.1.1 or 9.1.2 will not restrict the ability of the University to take any other action against you to which it may be entitled;

10.1.4 the University will not be liable for any loss or damage of whatever nature that you may suffer because of any action taken against you by the University to terminate this Agreement or disciplinary action by the University, provided the action is taken properly in accordance with these conditions or the University's procedures;

10.1.5 you must pay all outstanding fees immediately if required;

- 10.1.6 you are required to return the Student Registration Card issued to you on registration, together with all property owned by the University; and
- 10.1.7 any contract you have for University accommodation will terminate in accordance with its written provisions.

11 Special Conditions

- 11.1 You agree that you will abide by any special conditions relating to the programme set out in the prospectus, or as otherwise notified to you by the University.

12 Data Protection

- 12.1 The University may use and process personal data or information regarding you whilst you are a student of the University and after you have left the University.
- 12.2 By accepting a place on your programme and completing registration, either online or in paper form, you are consenting to the University processing your data, including sensitive personal data, for the purposes and in the manner set out in this section. Sensitive personal data includes information held by the University as to your physical or mental health or condition, your racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings.
- 12.3 The purposes for which the University may process your personal data and sensitive personal data include:
 - 12.3.1 the administration of your registration on, and participation in, your programme, including the organization of work placements, the administration of assessments and examinations, the issuing of results and certificates in connection with your programme and (where applicable) the provision of information to your employer or other sponsor;
 - 12.3.2 the provision of University services and facilities to you and the protection of your health, safety and welfare whilst at the University, which in either case may involve the University disclosing your personal data to the University Students' Union, University student health service providers and other third parties;
 - 12.3.3 the issue and operation of the University's Registration Card;
 - 12.3.4 the collection of fees, including communications with sponsors, local education authorities and the Student Loan Company;
 - 12.3.5 equal opportunities monitoring;
 - 12.3.6 the provision of references about you, including, where appropriate data concerning registration with a professional or government body relating to your training;
 - 12.3.7 communications with the University insurers when a claim is made;
 - 12.3.8 the provision of information to any government body or agency (including, without limitation, the Higher Education Funding Council

for England and the Higher Education Statistical Agency), the emergency services for legitimate purposes, and the University auditors;

12.3.9 alumni activities.

- 12.4 In some circumstances, it may be necessary for the University to transfer your personal data to a country outside the European Economic Area (EEA) if you undertake a programme in such a country, or that is your country of origin. Such a transfer would only be made for the purposes specified in 12.3. You should be aware countries outside the EEA might not offer data protection equivalent to that applicable in the United Kingdom. By signing the registration form, you consent to the transfer of data in these circumstances and for those purposes.
- 12.5 The University will issue you with a Registration Card that will serve as a means of identification and may be the means of access to University services and facilities, such as libraries, computing facilities and buildings. The University may process personal data collected because of your use of such card for the purposes set out in 12.3.
- 12.6 The University may publish lists of names by means of notices displayed in and around the University's premises. If you believe that your inclusion would cause distress, you should notify your head of department and the Academic Registrar in writing.
- 12.7 In some circumstances, the University may wish to use data in the form of photographs of classroom situations as part of general marketing materials, for instance in the University's annual report, prospectuses or course materials. Personal data alongside photographs will only be used with explicit consent.

13 The University's Liabilities

- 13.1 The University cannot accept responsibility, and expressly excludes liability, for:
- 13.1.1 any loss or damage to your property, including damage to any motor vehicle or cycle, while on University premises, unless caused by the negligence of the University or its employees;
 - 13.1.2 death or any personal injury suffered by you, unless caused by the negligence of the University or its employees.
 - 13.1.3 any indirect or consequential loss or damage, including, without limitation, loss of profit, loss of earnings, loss of opportunity, and living expenses, however arising, suffered by you as a result of any breach by the University of these conditions or any other act or omission on the part of the University or its employees or agents.
- 13.2 Although the University will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by the University at your own risk. The University shall not be liable for loss or damage suffered by you as a result of the use of any

computer equipment or software provided or made available by the University, including any contamination of software or loss of files.

- 13.3 If the University is found liable to you for any breach of these terms and conditions or for any other act or omission of the University or its employees or agents, the liability of the University shall be limited to the fees actually paid by you, except in relation to liability referred to in 13.4.
- 13.4 Nothing in this Agreement excludes liability for death or personal injury caused by the University's negligence.
- 13.5 Neither you nor the University shall be liable to each other for any failure or delay in performing obligations if the failure or delay is due to any cause beyond either party's reasonable control, which shall include, but not be limited to, any governmental action, civil and/or international commotion, fire, flood, war, labour disputes or act of God.

14 Insurance

- 14.1 You should insure your personal belongings before coming to the University. In certain circumstances, you may need to take out other types of insurance, for example, health insurance while on overseas placement.

15 Notices

- 15.1 Any notice made under this Agreement shall be in writing. Letters will be addressed to you at your term time or home address as appropriate, at the last address you gave to the University Registry, but not to a tutor or to your academic department office.
- 15.2 The University will deem letters to have been served when delivered by hand to the last address you gave to the University Registry, or 48 hours after being posted to that address, if sent by pre-paid first class post.

16 Third parties

- 16.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

17 General

- 17.1 If any provision of these terms and conditions is, or becomes, illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 17.2 If you breach this agreement and the University chooses not to exercise any right which it may have against you, that shall not prevent the University from taking action against you in the future in respect of that breach or any further breaches by you.

18 Jurisdiction

- 18.1 This Agreement shall be governed by, and construed in all respects 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.