

STUDENT CONTRACT 2019/20

1. Introduction

- 1.1 When you accept an offer of admission from Roehampton University (the 'University') and you satisfy any conditions which the University may have attached to the offer, a contractual relationship is established between you and the University ("Us"). It is important that you understand this Contract because it identifies the terms that govern the contractual relationship between us. You will be asked to accept this Contract once the University has confirmed that all the conditions required for you to enroll at the University have been satisfied.
- 1.2 Before accepting an offer of admission, and before you enroll, you must read this Contract in full and raise any questions with the University if there is any part of it that you do not understand, using the address/email address below.

Registry
Roehampton University
Roehampton Lane
London
SW15 5PU

Registry@roehampton.ac.uk

- 1.2.1 This contract is reviewed and updated annually. You are therefore required to read and accept its terms and conditions each year when you enroll.

2. Rules and regulations

- 2.1 You agree as part of the Contract to abide by the University's rules, regulations, policies, procedures and codes (herein collectively referred to as rules and regulations in this Contract) that are in force at any given time. (These rules and regulations are reviewed periodically and may change from time to time). They include, in particular, rules and regulations relating to academic study; learning and assessment; conduct and discipline; fitness to study; use of services and facilities; payment of fees and expenses; health and safety; and intellectual property. Such rules and regulations are available on the [University's website](#).

- 2.2 **You should read these rules and regulations carefully as breach of them may lead to the imposition of sanctions by the University, including your expulsion from the University.**

If you are registered on a programme of study that leads to a professional qualification such as teaching, nursing or Counselling Psychology, you may also be subject to the [Fitness to Practise](#) policy and procedure. Such regulations are drafted in keeping with guidance issued by the professional body relevant to your programme of study ("Programme"). You will need to continue to satisfy the relevant fitness to practise requirements in order to continue to be registered on any such Programme. Programmes with fitness to practise requirements have materials which detail the standards expected and provide other important information such as the procedures

for appealing against a fitness to practise determination made by the University.

- 2.3 The University will abide by its own rules and regulations and may make changes to them at any time where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- to update the rules and regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach.

- 2.4 Where the University makes changes to its rules and regulations, it will make reasonable efforts to bring them to your attention before they take effect.

3. Registration at the University

- 3.1 Before registering at the University, you shall:

- a. comply with any conditions set out in the University's offer of admission;
- b. inform the University of any criminal convictions in the circumstances set out in the [Admissions Policy](#);
- c. where necessary, obtain the correct visa giving the entitlement to enter and remain in the UK for the purpose of study in accordance with the [UK Immigration Rules](#).

- 3.2 The University may terminate your registration or temporarily suspend your registration pending further investigation if at any time:

- a. it is discovered that you made false statements or omitted significant information in your application to the University;
- b. it is decided by the University student disciplinary procedure that any criminal convictions you may have are incompatible with study at the University;
- c. it is the outcome of an investigation under the Student Disciplinary Regulations following an allegation that you have breached the Student Code of Conduct;
- d. it is the outcome of a Fitness to Study procedure that you can no longer study at the university;
- e. you are unable to prove that you currently have the entitlement to enter and remain in the UK for the purpose of study in accordance with the UK Immigration Rules;
- f. it is decided in accordance with a Fitness to Practise Procedure (for students registered on certain programmes leading to a professional qualification) that you are not fit to proceed on the programme; or
- g. for any other reason specified in its rules and regulations.

- 3.3 On registration, you will automatically become a member of Roehampton University Students' Union ("RSU"). Membership will allow you access to events, societies, advice and representation throughout your time as a student at Roehampton. It will also allow you such rights as attendance of general meetings, voting in elections and standing for positions within the RSU. It is your right to opt out of membership of the RSU in accordance with section 22 Education Act 1994 at any time whilst you are a member of the University. Further information on the right to opt out can be found in the [RSU's Code of Practice](#): Further details about the RSU are available via the [RSU website](#).

4. Fees

- 4.1 You agree as part of this Contract to pay, or make acceptable arrangements to pay, to the University all deposits, fees, charges and expenses when these fall due.

The University will publish information on deposits, fees, charges and expenses and will inform you of the date by which these shall be paid. The University will also refund any fees paid by you which may be refundable in accordance with the [Student Fee Payment & Enrolment Regulations](#):

- 4.2 **Failure to pay fees and charges (collectively referred to as fees and charges in this Contract) when due may lead to the imposition of sanctions by the University, including suspension from access to University facilities or termination of your registration with the University.**

5. Accommodation

- 5.1 You will be responsible for making your own arrangements for accommodation and insurance of your personal belongings for the duration of your studies. Any use by you of University accommodation or any arrangements for off campus accommodation made by the University on your behalf will be subject to separate agreements. Further information is available via the [University's Accommodation Services](#).

6. Students with Disabilities

- 6.1 If you have a disability you are encouraged to disclose this early so that support and/or access requirements can be considered in an effective and timely manner. Normally all admissions decisions are made on the basis of academic suitability. However, for some professional programmes admissions decisions will also involve consideration of the professional competency requirements of the programme. Such decisions will be made in accordance with the [Admissions Policy](#).
- 6.2 The University will make reasonable adjustments to its provision of education to ensure that applicants and students are not disadvantaged. The University takes reasonable and proportionate steps to ensure that adjustments are planned, provided in advance and in anticipation of disabled people requiring support. Occasionally, however, cases may arise where it would not be reasonable for the University to make adjustments for a particular applicant or student. In such circumstances, the University may not be able to offer you a place or may need to terminate the Contract. Such decisions will be made in accordance with the [Admissions Policy](#). You will be informed of the decision and the reasons for it.

7. Academic study

- 7.1 You agree as part of this Contract to:
- participate fully in your programme. Such participation includes attending and taking part in classes and activities, and undertaking assessment within set deadlines;
 - notify the University and provide reasons if you are unable to attend or submit assessment, in accordance with the [Mitigating Circumstances Policy](#);
 - not seek to obtain, or assist another student in obtaining, an unfair advantage over other students in relation to their programme of study, in accordance with the [Student Disciplinary Regulations](#);
 - submit your work to the [TurnitinUK](#) to assist you in your learning but to also act as a plagiarism detective service when required to do so by the University. You authorise the University and third parties authorised by the University to make and to retain copies of such work in order to assess it for originality and to compare it at a later date with future submissions.
 - The University will use lecture capture technology to record educational activities such as lectures, the recordings will be made available to students and staff of the university. It is assumed that you consent to your educational activity being recorded but you have the right to opt out of appearing in any recordings in the

interest of privacy and safety. You must not share the contents of a captured lecture with any third party.

8. Disclaimers

8.1 The University will do all that it reasonably can to provide you with the educational services as described in the University prospectus and on the University's website. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University may mean that it cannot provide such educational services. Examples of such circumstances include:

- the unexpected departure of key members of University staff;
- acts of God;
- terrorism, war or national emergencies;
- fire or flood;
- power failure;
- damage to buildings or equipment;
- the acts of any governmental or local authority;
- some industrial disputes, including disputes involving the University's employees; and/or
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students registered on it.

In these circumstances, the University will take all reasonable steps to minimise the resulting disruption to those services to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. Neither the University nor the applicant/student however will be liable to the other for loss or damage under, or for continued compliance with, the contract arising from matters outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care.

8.2 The University will deliver your chosen programme of study in accordance with the descriptions set out in the University prospectus and on the University's website, subject to certain circumstances specified below, which may necessitate changes to the content and/or delivery of programmes. Such circumstances include the need to:

- maintain accreditation from or compliance with the requirements of a professional, statutory or regulatory body;
- respond to desirable developments in a subject area (e.g. changes in teaching practices); or
- respond to feedback from students or external examiners;
- undergo a periodic review resulting in programme changes

Changes may therefore be made to:

- (a) the content and syllabus of programmes, including in relation to placements/fieldtrips;*
- (b) the timetable, location and number of classes;*
- (c) the content or method of delivery of programmes of study; and*
- (d) the assessment method*

Alternatively in rare but appropriate circumstances, a decision may be made to close the programme and a reasonable request be made that existing students transfer to an appropriate alternative programme and/or provider. In these cases the Student Protection Plan will be initiated.

Changes may be made either before or after your admission but in all cases the University will take the reasonable expectation of its students who are admitted to or engaged on any affected programme into account, and will have due regard to the quality

of the student experience. The University will provide adequate notice of any proposed changes and take all reasonable steps to minimise disruption.

Students affected by substantial and/or material changes will, where appropriate, be offered reasonable support to transfer to another programme at the University, to another institution, or the opportunity to withdraw from the affected programme. A refund of fees and compensation will be considered in line with the [Student Fee Payment and Enrolment Regulations](#)

- 8.3 The University will provide the learning facilities (e.g. the library, IT, laboratory and other facilities) described in the University prospectus, provided it is not prevented from doing so by circumstances beyond its reasonable control. Should such circumstances arise, the University will take reasonable steps to provide acceptable alternative facilities.
- 8.4 The University does not exclude or limit in any way its liability for:
- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation.
- 8.5 The University does not accept responsibility and expressly excludes liability to the fullest 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.

9. Communications

- 9.1 The University will provide you with a Roehampton e-mail account for the duration of your studies and will use this when communicating with you by e-mail.
- 9.2 You will:
- a. be expected to use your Roehampton account when contacting University staff by e-mail, so that University staff can be reasonably sure of your identity;
 - b. inform the University promptly via the Student Portal about any changes to your personal details, including postal address, telephone number and contact details.

10. Personal Data collection, publication and sharing

- 10.1 By entering into this Contract you understand that the University and its partners or agents will process your personal data in order for the University to meet its obligations to deliver education services to you
- 10.2 The University needs to collect, hold and process your personal data for the purposes of administering and managing your Programme and all other services provided to you. Personal data includes but not limited to your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.
- 10.3 At enrolment, you will be asked to consent to the University processing your special category personal data. Provision of this information is optional. This data will be used as outlined in the [Student Data Privacy Notice](#).
- 10.4 The University recognises the importance of the protection of personal data and will process your personal data in accordance with relevant data protection legislation, the University's Data Protection Policy and the Student Data Privacy Notice. You can raise any queries relating to the processing of your personal data with the University's

Data Protection Officer within the University Secretariat via the address/email address below.

The Data Protection Officer
Roehampton University
Grove House
Roehampton Lane
London
SW15 5PJ

Unisec@roehampton.ac.uk

- 10.5 Information relating to your studies, including your student ID and results, may be published on the University's Student Portal and virtual learning environment (Moodle). The email address that you enter when you enroll may be displayed within the Student Portal and other related systems (e.g.: Moodle) and may be viewable by other students on your module or programme. Please consider this when choosing and entering your email address when enrolling.
- 10.6 When you have left the university your details will be passed to the Alumni Office. Your data will be processed by the Alumni Office in accordance with the University's Alumni Privacy Notice.

11. Attendance and Academic Regulations

- 11.1 You are expected to manage your own learning which includes attendance in scheduled teaching and spending sufficient time undertaking private study. You are expected to undertake assessment within set deadlines. **Students who fail to attend classes or make satisfactory progression may have their registration with the university terminated in accordance with the Academic Regulations.**

12. If things go wrong

- 12.1 Complaints about the University are made through the [Student Complaints Procedure](#): This procedure has been devised to help to resolve any student complaints as promptly, fairly and amicably as possible.
- 12.2 If you remain dissatisfied after following the Student Complaints Procedure (see link in 12.1 above) to completion, you have the right to ask the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#) to review the complaint.
- 12.3 The University may take action against you under the [Student Disciplinary Regulations](#) , [Fitness to Practise and Fitness to Study Policy](#), if you do not act in accordance with the terms set out in this Contract, or with any of the University's rules and regulations in force at any given time. You agree that all relevant staff will be advised of the outcome. One of the possible outcomes of disciplinary action is that your registration at the University may be terminated.

13. Notices

- 13.1 Any notice to be given to the University by you under or in connection with this Contract shall be deemed to have been properly served if sent by first class post or e-mail to the Registrar at the following address.

Registrar
Grove House
Roehampton University
Roehampton Lane
London SW15 5PJ

- 13.2 Any notice to be given to you under or in connection with this Contract shall be deemed to have been properly served if:
- a. sent by first class post to the last address you provided to the University; or
 - b. sent to the your Roehampton e-mail account.

14. General

- 14.1 This Contract is only enforceable by you and the University. No other person shall have any rights in connection with this Contract.
- 14.2 If any part of this Contract becomes illegal or invalid, the parts of the Contract which are not illegal or invalid shall remain in force.
- 14.3 Failure of either you or the University to enforce any part of this Contract shall not be construed as a waiver of a right to enforce that part of the Contract and shall not affect the right later to enforce any part of this Contract.
- 14.4 All representations, warranties, terms and commitments not expressly set out in this contract (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law.
- 14.5 This Contract is governed and construed in accordance with English Law. By agreeing to its terms and conditions you submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise out of or in connection with this contract or your studies.

*University of Roehampton
Academic Registrar
June 2019*