

Subject Knowledge Enhancement (SKE) Student Contract 2022–2023

1. Introduction

1.1. If you require these terms and conditions or any of the documents referred to in this document in a different format for your ease of reference, please contact SKE@hope.ac.uk.

1.2. This document sets out the terms and conditions between Liverpool Hope University and students on a DfE funded Subject Knowledge Enhancement programme

1.3. If you decide to accept a place on one of our SKE programmes from Liverpool Hope University, a contract will be formed between you and the University.

1.4. You can cancel this contract in writing by contacting SKE@hope.ac.uk at any time within 14 days of your acceptance of the University's SKE offer.

1.5. As a student of Liverpool Hope University, you are agreeing that you understand that it is your responsibility to progress your own studies. This includes committing to the full obligations of everything set by Vidlearn, your SKE tutor, submitting work when required to do so, meeting University deadlines and attending tutorials (if applicable). It is your responsibility to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life.

1.6. Your rights and obligations to the University and the University's obligations to you arising under that contract are set out in the documents listed below which form part of the terms and conditions of your student contract.

1.6.1. Your SKE welcome letter

1.6.2. The SKE programme flyer, as appropriate

1.6.3. The University's Regulations and policies as applicable – a summary of the main ones can be found in your course handbook. It is very important that you familiarise yourself with these and comply with them.

1.6.4. SKE course requirements, which are shown for each course on the subject leaflets section of our website.

1.6.5. SKE Course Handbook

1.7. We expect you to complete all of your allocated Vidlearn learning activities and to advise us as soon as possible if circumstances arise which affect your ability to do so in accordance with the University's Regulations with regards to Mitigating Circumstances. We reserve the right to ask you to withdraw from your studies on academic or engagement grounds in accordance with requirements of the SKE course.

2. Suspension of Courses Prior to Registration

2.1. While the University makes every effort to provide the courses it has advertised in its prospectus and other promotional material, there are occasions, for reasons beyond its control i.e. subject to Department for Education funding confirmation when it is not possible to deliver a course in a given academic year for which it has made offers. In such cases, the University will make every possible effort to support you in finding another SKE provider.

3. Discontinuing a Course post Registration

3.1. The University has developed a Student Protection Plan, approved by the Office for Students, this plan sets out what the University will do if there is a risk that the University is unable to preserve continuity of study for you.



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3.2. If the University discontinues your course once you have already started on course and we are unable to complete delivery of the course, we will inform you as soon as is reasonably possible. In such circumstances we will endeavor to offer the course for a reasonable amount of time to ensure teach out.

4. Changes to a Course

4.1. The University is continuously developing, refining and improving its services and courses, and introducing new options 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 courses and areas of study current. This may lead to changes in the terms, content or delivery of the University's courses from those set out in Subject Leaflets, the prospectus or website.

4.2. In circumstances where there is no material disadvantage to you or when it is solely for your benefit, the University reserves the right to make minor variations to the contents or methods of delivery of courses from those described in the prospectus or other promotional material. Such changes will take account of the reasonable expectations of prospective and current students.

4.3. In circumstances where it is necessary to make a material change to your course (likely to have a significant impact on your studies as reasonably determined by us), we will consult with you before final decisions are made and consider your concerns (subject to section 4.4 below). We will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your course, you may cancel the Contract and withdraw from the course.

4.4. Section 4.3 above shall apply except where the change is required for regulatory or legal reasons, or on account of events beyond the University's control (see below under clause 5), in which case the University will notify you of this as soon as possible and try to minimise any adverse impact on you.

5. Events Outside of Our Control

5.1. The University shall not be liable to you for events outside of its control which it could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes, other industrial action, staff illness, over or under demand from students, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, natural disaster, restrictions imposed by government or public authorities, significant changes to our funding or government higher education policy; epidemic or pandemic disease, or failure of public utilities or transport systems.

5.2. Should any such circumstances arise, we reserve the right to change or cancel parts or all, of your course. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

6. Programme Fees and Student Bursary

6.1. Once you have registered as a student, your information will be submitted to the DfE to confirm eligibility to receive programme funding and the student bursary.

6.2 Bursary

6.2.1 The student bursary funding is currently £175 per week for all eligible students, paid in arrears by Liverpool Hope University once the DfE have approved eligibility.

6.2.2 Bursary payments will only be paid when the expected hours are submitted, assignments are submitted on time and you are successfully engaging with the course.*

6.2.3 The SKE team has the right to withhold bursary payments if students are not engaging with the course.*

6.2.4 Where a participant starts to receive another teacher training bursary or School Direct salary, you would not be eligible for a SKE bursary.

6.3 If you decide to withdraw from the University, you must complete a withdrawal from studies form and return to SKE@hope.ac.uk.

* *Timesheets must be updated on a weekly basis. You will be required to email SKE@hope.ac.uk the total of your hours submitted to Vidlearn on or before the 1st of the month. Full time students will be expected to submit 25 hours per week, part time students 12.5 hours per week. If you feel like you may not meet the expected hours please email SKE@hope.ac.uk as soon as possible.*

7. Intellectual Property

7.1. Where you are registered on any Course at the University and where you are not considered to be an employee of the University, you will own all intellectual property (“IP”) that you create and/or develop while you are studying at the University, subject to the exceptions below.

8. Data protection

8.1. The University will collect a range of information about you as part of the application and registration procedures and in relation to your academic progress. The University and organisations we work with to deliver our Courses will use this to support you on your Course and for the administration and management of the University.

8.2. The University’s privacy statements are available at [www.hope.ac.uk/media/aboutus/governancedocuments/PLD Privacy notice May 2022.pdf](http://www.hope.ac.uk/media/aboutus/governancedocuments/PLD%20Privacy%20notice%20May%202022.pdf) which provide more details as to how the University uses your data.

9. Student Development and Well Being

9.1 If you have a disability the University will seek to support you whenever possible and reasonable to do so. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity. We would normally document the support to be provided. Even if you have already disclosed a disability, please make sure you contact the Student Development and Well-being Team on T: **0151 291 3427** E: sdw@hope.ac.uk before you accept any offer of a place in order to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability or to limit that disclosure you may not be able to access the full range of support available.

10. Liability

10.1. The University will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe you by law, but not to the extent that such failure is attributable to your own fault and/or the fault of another party.

10.2. Nothing shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.

10.3. Subject to the above, our liability to you for all other loss or damage suffered by you shall be limited to 150% of the total sums paid by you to the University whilst registered on your course.

11. Termination

11.1. The contract and relationship between you and us will end if:

11.1.1. You withdraw from the University or your PGCE offer is withdrawn from your chosen provider;

11.1.2. You are required to withdraw or your studies are terminated in accordance with the Student Code of Conduct and Disciplinary Procedure, subject to your right to appeal under these procedures;

11.1.3. You are required to withdraw as a result of a decision reached by the External Moderation process regarding your academic performance, subject to your right to appeal under these procedures;

11.1.4. You fail to attend in accordance with the DfE attendance requirements;

11.1.5. Between accepting a PGCE offer and starting your SKE course there is a change in your circumstances and you are no longer eligible to take up your place of study subject to your right to appeal under the Admissions Policy;

11.1.6. Your circumstances change and you are no longer able to comply with DfE SKE course requirements as stipulated in the SKE Course Handbook;

11.1.7. As a student who is studying with us and who is subject to compliance with UK Visa and Immigration regulations (Tier 4), your right to University sponsorship and right to study is revoked;

11.1.8. as a student who is studying with us and who is subject to compliance with UK Visa and Immigration regulations (Tier 4), your continuing to study puts us in breach of any requirements and legal obligations of the immigration requirements;

11.1.9. We find that you have provided us with inaccurate, incomplete, false or misleading information or you have failed to provide us with all relevant information, relating to your application to study on the Course. This is subject to your right to appeal under the relevant University procedures;

11.1.10. Your behaviour represents a significant risk to the health, safety or welfare of yourself or others as detailed in any applicable Fitness to Practise Procedure and Fitness to Study Policy, subject to your right to appeal under these policies;

11.1.11. You are convicted of an indictable offence in the UK or an equivalent offence of any other country;

11.1.12. We withdraw you from your Course for any reason as permitted by the University Regulations and Policies.

12. General

12.1. If any section of this contract is or becomes void or unenforceable it will not affect the validity or enforceability of the other sections of this contract.

12.2. This contract is personal to you. A person who is not party to the contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

12.3. Failure to enforce any of the sections in this contract will not constitute a waiver of any section and will not affect our right to enforce that or any other section.

12.4. You will be responsible for informing us of any changes to your contact details. Any notices or information sent to the last email and postal address provided by you will be deemed to have been properly given.

12.5. This contract shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales.

13. If Things Go Wrong

13.1. If you have a complaint about the University which relates to your application, you should follow the Applicant Appeals and Complaints Procedure.

13.2. If you have a complaint and you are already registered with the University, it is recommended that you use the Students Complaints Procedure which is intended to resolve any complaints by you as promptly, fairly and amicably as possible. If, having followed the Students Complaint Procedure to completion, you remain dissatisfied; you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (<http://www.oiahe.org.uk/>).

14. Questions about Your Student Contract

When you have reviewed the information provided, you may direct any questions about your Student Contract to SKE@hope.ac.uk before you accept.