Important information about your Student Contract with Liverpool Hope University 2025-26

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 caseworker@hope.ac.uk.
- 1.2. This document sets out the terms and conditions between Liverpool Hope University ("the University") and students on undergraduate, postgraduate taught, post graduate research and professional learning and development courses leading to an award of the University.
- 1.3. If you decide to accept an offer from Liverpool Hope University, a legally binding contract will be formed between you and the University. For 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. For students who receive their offer through UCAS or Department for Education (DfE), your contract takes effect either:
 - 1.3.1. When you accept your offer as your "firm choice"; or
 - 1.3.2. If you accept your offer as your "insurance choice", when your "insurance choice" automatically becomes your "firm choice".
- 1.4. Your acceptance has immediate cost implications and creates financial commitments.
- 1.5. Once accepted, this contract will last until you have completed your studies at the University.
- 1.6. You have the right to cancel this contract in writing by contacting admission@hope.ac.uk or by using the Admissions Cancellation form at any time within 14 days of your acceptance of the University's offer, without giving any reason:
 - https://www.hope.ac.uk/media/studywithus/undergraduate/feesandfinancedocuments/Admissions Cancellation Form 260619.pdf
 - In such circumstance, you will be entitled to a refund of any deposit or programme fee that you have paid to the University prior to your decision to cancel. All notices of cancellation must be made in writing.
- 1.7. You must participate fully in your programme and take responsibility for your own learning. This will include committing to the obligations and requirements set by your tutors, for example submitting work when required to do so, meeting University deadlines and attending tutorials, classes and lectures. It is your responsibility to seek help or raise concerns

if you are having difficulty in any area of your academic or personal life.

- 1.8. Your rights and obligations to the University and the University's obligations to you arising from the contract are set out in the documents listed below, which form part of the terms and conditions of your student contract:
 - 1.8.1. Your offer letter.
 - 1.8.2. The <u>University's Rules, Regulations</u>

https://www.hope.ac.uk/gateway/students/studentenrolmentandad ministration/

and Policies -

https://www.hope.ac.uk/gateway/students/studentenrolmentandad ministration/studentpoliciesandprocedures/

rules, regulations and policies relating to your programme of study can be found in the Student Guide.

https://www.hope.ac.uk/undergraduate/howtoapply/studentcontract/

It is very important that you familiarise yourself with these and comply with them.

1.8.3. Course requirements, which are shown for each Undergraduate Course on the subject leaflets section of our website:

https://www.hope.ac.uk/undergraduate/howtoapply/studentcontract/subjectleaflets/

- 1.8.4. Course Handbook (available via Moodle) applicable to your Course
- 1.9. The University may change this document, or any one of the University's policies, regulations, procedures or codes of practice, or any other elements of your contract from time to time where it is reasonable to do so in order to ensure that it operates efficiently for students, is consistent with best practice and/or complies with any legal or regulatory requirements. The University will ensure that any significant changes to these documents are notified to you as soon as possible.
- 1.10. The University expects you to attend all of your timetabled learning activities and to advise the University as soon as possible if circumstances arise which affect your ability to do so. The University reserves the right to request evidence from an official source regarding your absence and also to ask you to repeat or withdraw from your studies on academic or attendance grounds in accordance with the University's Regulations. For international students, failure to attend and engage with the course is likely to result in the withdrawal of your visa.

1.11. If the University reasonably believes fraud, misrepresentation or deceit has taken place in order to secure the opportunity for a student to study at the University, this is likely to have implications for your fees and, for international students, your student visa.

2. Suspension of Courses Prior to Registration

2.1. The University makes every effort to provide the courses it has advertised in its prospectus and other promotional material. However, there are occasions, for reasons beyond the University's control, or when numbers are so low that the student experience would be diminished, when it is not possible to deliver a course in a given academic year even though offers for the course have been made. In such cases, the University will make every possible effort to offer you a place on an alternative course at the University or release you to allow you to seek an alternative course at another university.

3. Discontinuing a Course Post Registration

3.1. The University has developed a Student Protection Plan

https://www.hope.ac.uk/undergraduate/howtoapply/studentcontract/

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.

3.2. If the University discontinues your course once you have already started the course and we are unable to complete delivery of the course, the University will inform you as soon as is reasonably possible. In such circumstances, the University will endeavour to offer the course for a reasonable amount of time. If this is not possible, the University will use all reasonable efforts to transfer you to a suitable alternative University course for which you are qualified. If the University is unable to provide a suitable alternative or if you are unhappy with the recommended alternative course, you may cancel the Contract and withdraw from the course. The University has a Refund and Compensation Policy that operates in these situations which can be found in Annex C of the Regulations for the Payment of University Fees document.

https://www.hope.ac.uk/undergraduate/feesandfunding/

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, timetable, content,

assessment, syllabus and/or module availability, location or method of delivery (including any face-to-face delivery to remote delivery where necessary) 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 the University), the University will consult with you before final decisions are made and consider your concerns (subject to section 4.4 below). The University 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.
- 4.5. **Applicants** There are also occasions when the University may continue to offer a course to applicants, but its content may be significantly different from the description of the course in its prospectus or other promotional material as the quality and scope of courses are improved. In such cases, the University will contact applicants to let them know and will do everything possible to offer a place on an alternative course if the changes mean the course no longer meets their needs. Applicants who have accepted an offer

would also have the opportunity to withdraw from the course.

5. Events Outside of Our Control

- 5.1. Courses and University services may be subject to change. Changes may be necessary to comply with legal and regulatory requirements. Circumstances may arise outside the reasonable control of the University, leading to required changes. 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, the University reserves the right to change or cancel parts or all, of your course. The University will give you as much notice as possible and take reasonable and proportionate steps to mitigate any adverse impact on you.

6. Fees

6.1. Once you have registered as a student, the University raises a tuition fee invoice for the full academic year and you are liable for this payment. You are also responsible for the timely payment of your tuition fee for each academic year of study and any additional costs that you may incur (such as library fines or fieldwork costs). The tuition fee levels for each type of student are set out at the following links:

<u>Undergraduate</u>: <u>www.hope.ac.uk/undergraduate/feesandfunding</u>

Postgraduate: www.hope.ac.uk/postgraduate/feesandfunding

International: www.hope.ac.uk/international/feesandscholarships

or by contacting the Student Finance office by email or telephone: financequeries@hope.ac.uk or by telephoning 0151 291 3339

All fees associated with Professional Learning and Development (PLD) programmes can be found by contacting the relevant <u>Faculty</u>.

https://www.hope.ac.uk/studyathope/faculties/

If a third party is to pay your tuition fees on your behalf, responsibility remains with you to pay such fees/costs and in the event that the third party fails to pay when they are due you remain liable for the fees. The University will not communicate with the third party to recover the fees.

- 6.2. **Fee Increase** The University reserves the right to increase tuition fees. Increases may be applied annually and details are published on the University website. For continuing students, any fee increase will align with Government policy, changes in the law, inflationary rises and the increased costs of delivering courses. In all circumstances tuition fee increases for continuing students will not exceed 10% of the annual course fee. If the University decides to increase fees, the University will notify you in writing as soon as possible.
- 6.3. You agree to abide by University Fees Regulations.

https://www.hope.ac.uk/undergraduate/feesandfunding/

Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of studies. If you are an international student, this could lead to the withdrawal of your visa.

- 6.4. If you decide to withdraw from the University, you are advised to speak to your School or Department who can give you advice as to the available options. If you decide to proceed with withdrawal, you must complete an interruption or withdrawal from studies form.
- 6.5. The amount of fees you have to pay after your withdrawal will depend on when you withdraw, the type of course you are studying and how your fees are paid. Your end date is your last day of engagement, not the date your withdrawal form is completed. This includes, but is not limited to, attendance in person at a timetabled session (lecture, tutorial or seminar), attending an online session (lecture, tutorial, seminar or meeting), attending an academic appointment or handing in work.
- 6.6. If you are a full-time home undergraduate, postgraduate or PGCE student, Liverpool Hope University may need to recalculate your tuition fees if you withdraw, suspend, transfer course or change your study mode (full-time to part-time or vice versa). Further details on how this is calculated can be found in the Regulation for the Payment of Fees and Financial Information.

https://www.hope.ac.uk/undergraduate/feesandfunding/

If you withdraw in the final term, your fees will not be refunded.

- 6.7. If your fees are paid by the Student Loans Company (SLC) your last day of attendance will be the date communicated to the SLC to ascertain the amount of maintenance loan you are entitled to.
- 6.8. If the University reasonably believes fraud, misrepresentation or deceit has taken place in order to secure the opportunity for a student to study at the University, including but not limited to instances where a UKVI visa refusal

is made on the basis of fraud, misrepresentation or deception, Liverpool Hope University reserves the right (at its sole discretion) to refuse tuition fee deposit refunds.

6.9 If you cancel or defer your place a £100 administration fee may be charged.

7. Professional Course Requirements

- 7.1. Admission to the certain courses is subject to a Disclosure and Barring Service (DBS) check and health screening.
- 7.2. If a such checks apply to you it will be specified in your offer letter. Where this is the case, your registration at the University will be regarded as provisional until acceptable information has been obtained. Your place may be revoked where professional course requirements are not met.
- 7.3. For those courses that do not require a DBS, you will be asked to declare if you have any unspent "relevant" criminal convictions during the registration task. Further details can be found in our Criminal Convictions Policy.

https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbein g/studentadministrationdocuments/Criminal%20Convictions%20Policy%20(non%20prof)%2016Jun21.pdf

If you declare a relevant criminal conviction this could have an impact on your offer and your ability to reside in University owned accommodation. If you know that you will need to make a declaration you should seek advice as soon as possible from caseworker@hope.ac.uk so that this does not delay your registration.

- 7.4. If you receive a criminal conviction which should be declared after an offer is made or a change in your circumstances means that you no longer meet the Course specific requirements, you must declare this to the University at the earliest opportunity. The University reserves the right to withdraw the offer of a place and/or terminate your contract.
- 7.5. Failure to declare convictions may result in disciplinary action.

8. Intellectual Property

- 8.1. 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.
- 8.2. Exceptions to your sole ownership of intellectual property:
 - 8.2.1. Where you generate IP as part of an activity where a third party requires ownership (e.g. where on placement your host requires

- ownership, or where you are sponsored and your sponsor requires ownership)
- 8.2.2. Where you generate IP that builds upon existing IP generated by employees of the University.
- 8.2.3. Where you generate IP that you jointly create and/or develop with employees of the University.

9. Liverpool Hope Students' Union

- 9.1. The Liverpool Hope Students' Union (LHSU) 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 LHSU, whether taking place on campus or elsewhere.
- 9.2. When you register as a student with the University, your details will be passed to LHSU 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. Please contact unionmanager@hope.ac.uk if you wish to opt out.
- 9.3. If you choose not to be a member of LHSU, you will not be unfairly disadvantaged. However, you will be prevented from voting in meetings, elections or referenda of LHSU or holding office at LHSU.

10. Data protection

- 10.1. The University will collect a range of personal 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 control and process this data as necessary to support you on your Course and for the administration and management of the University.
- 10.2. The University controls and processes your personal data in compliance with our obligations under the UK General Data Protection Regulation and Data Protection Act 2018.
- 10.3. The University's privacy statements are available on the <u>data</u> <u>protection pages of our website</u>; these are update from time to time. They provide more details as to how the University collects, retains and processes your personal data.

11. Student Development and Well Being

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 your 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 Life Team on T: 0151 291 3427 E: studentlife@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.

12. UK Visas & Immigration

- 12.1. If you require a visa to study in the UK, you must comply, by the deadlines set, with all requests for information and documentation to support the issuing of a Certificate of Acceptance for Studies (CAS) by the University. You will also be required to pay a deposit which can only be refunded in the circumstances set out in the University Fees Regulations. It is your responsibility to ensure that you have sufficient financial resources to meet Home Office requirements and the University may request evidence of this before agreeing to issue a CAS. The University reserves the right to refuse to issue a CAS when it is not satisfied that your visa application will be successful.
- 12.2. As a sponsor of international students, the University is obliged to report certain events and activities to the UK Visa and Immigration department (UKVI) within the Home Office, including, but not limited to, students extending or withdrawing from their Course for whatever reason or failing to meet attendance requirements. International students will be expected to assist the University in meeting its obligations to the UKVI.
- 12.3. If you, as an international student, are found to be in breach, or there are reasonable grounds to believe there has been a breach of the conditions of your Student visa, or you fail to hold current leave to remain status in the UK which allows you to study on a University course, or where you are otherwise deemed to be endangering the University's sponsor licence, the University reserves the right to suspend or withdraw you from your course, in order to protect its sponsor license. Relevant information will be shared with the UKVI when necessary.

13. Liability

- 13.1. The University will be liable to you for any direct loss or damage that you suffer if the University either fails to carry out its obligations under these terms and conditions to a reasonable standard or breaches any relevant duty the University owes you by law, but not to the extent that such failure is attributable to your own fault and/or the fault of another party.
- 13.2. The University is not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach, or if it was contemplated by the

University and you at the time the contract was entered into.

- 13.3. 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.
- 13.4. The University does not exclude or limit in any way its liability for fraud or fraudulent misrepresentation, or any other act or omission for liability which may not be limited by law.
- 13.5. Subject to Clause 13, our liability to you for all other loss or damage suffered by you in connection with your contract with the University shall be limited to 150% of the total sums paid by you to the University whilst registered on your course.

14. Termination

The contract and relationship between you and the University will end if:

- 14.1.1. you withdraw from the University;
- 14.1.2. you are required to withdraw or your studies are terminated in accordance with the <u>Student Code of Conduct and Disciplinary</u> Procedure,

https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/Code%20of%20Conduct%20May2023.pdf

- subject to your right to appeal under these procedures;
- 14.1.3. you are required to withdraw as a result of a decision reached by the Continuation and Award Board regarding your academic performance, subject to your right to appeal under these procedures;
- 14.1.4. you fail to attend in accordance with the Regulations;
- 14.1.5. you fail to pay your tuition fees in accordance with the University Fees Regulations;
- 14.1.6. between accepting an offer and starting your 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;
 - https://www.hope.ac.uk/media/aboutus/governancedocuments/academicqualitydocuments/QH13%20Recruitment%20and%20Admissions%20policy.pdf
- 14.1.7. your circumstances change and you are no longer able to comply with the policies, rules and regulations, and requirements of the University as summarised in the Student Guide, subject to your

right to appeal under the relevant procedures;

- 14.1.8. as a student who is studying with the University and who is subject to compliance with UK Visa and Immigration regulations, your right to University sponsorship and right to study is revoked;
- 14.1.9. as a student who is studying with the University and who is subject to compliance with UK Visa and Immigration regulations, your continuing to study puts the University in breach of immigration requirements and legal obligation;
- 14.1.10. the University finds that you have provided inaccurate, incomplete, false or misleading information or you have failed to provide 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;
- 14.1.11. your behaviour breaches the Student Code of Conduct and / or poses risk to the health, safety or welfare of yourself or others as detailed in any applicable <u>Fitness to Practise Procedure</u>

https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/FtP%20Policy%2005Jul22.pdf

and Fitness to Study Policy,

https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/Fitness%20to%20Study%20Policy%20March%202024.pdf

subject to your right to appeal under these policies;

- 14.1.12. you are convicted of a criminal offence in the UK or an equivalent offence of any other country where the University considers, in its sole opinion, that the offence is inconsistent with you remaining a student
- 14.1.13. the University withdraws you from your Course for any reason as permitted by the University Regulations and Policies.

15. General

- 15.1. 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.
- 15.2. This contract is personal to you. A person who is not party to the contract (including without limitation any party that is responsible in whole or part for your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 15.3. Failure to enforce any of the sections in this contract will not constitute a

- waiver of any section and will not affect the University's right to enforce that or any other section.
- 15.4. You will be responsible for informing the University 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 sent.
- 15.5. 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.

16. If Things Go Wrong

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

https://www.hope.ac.uk/media/studywithus/undergraduate/applyingdocument s/Applicant%20Appeals%20and%20Complaints%20Procedure%20Jan%202021.pdf

16.2. 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

https://www.hope.ac.uk/media/gateway/studentgateway/supportandwellbeing/studentadministrationdocuments/Student%20Complaints%20Policy%20and%20Procedure%20v17Apr24%20.pdf

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/).

17. Questions about Your Student Contract

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