

## **Important information about your Student Contract with Liverpool Hope University 2017-18**

If you require these terms and conditions or any of the documents referred to herein in a different format for your ease of reference, please contact [dykinsd@hope.ac.uk](mailto:dykinsd@hope.ac.uk)

If you decide to accept an offer from Liverpool Hope University, a contract will be formed between you and the University. 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 the terms and conditions of your student contract.

- Your offer letter
- The Undergraduate or Postgraduate Prospectus, as appropriate
- The [University's Regulations](#) and [policies](#) – a summary of the main ones can be found in the [Student Guide](#)
- Programme requirements, which are shown for each programme on the [subject leaflets](#) section of our website.

The University is committed to supporting you to achieve the best possible academic outcome. We believe that it is important that you fully engage with your programme to ensure that you have every opportunity to succeed. The University's pledge to you and the expectations required from you are set out in the [Hope Charter](#).

We expect you to attend all of your timetabled 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. We reserve the right to ask you to repeat or withdraw from your studies on academic or attendance grounds in accordance with the [University's Regulations](#).

A summary of some of key terms and conditions are set out below:

### **Changes to a Programme**

The University's prospectus for each academic year is published approximately 18 months in advance and it is possible for you to apply to the Programme quite some months prior to commencing your studies. Therefore, due to the time lapse between your application and actual registration, there may be occasions when the University needs to make changes to your published Programme either before or after you commence your studies. Changes may be necessary, for example, to meet the requirements of an accrediting body or to keep courses contemporary by updating

practices or areas of study. Changes to Programmes or elements of Programmes may also be needed because of circumstances outside the reasonable control of the University, such as a key member of staff leaving the University or being unable to teach (where the Programme or element is reliant on that person's expertise) or where the minimum or maximum number of students needed to ensure a good educational or student experience has not been met or has been exceeded. Other circumstances outside the reasonable control of the University include unexpected lack of funding, industrial action, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a course unsafe to deliver.

Any changes to programmes will be made in accordance with the requirements for Making Modification to Approved Programmes ([MMAP](#)). For any proposed material changes, the University will enter into consultation with students giving you as much notice as possible. When discussing changes with you we will make clear the reason for the change. In considering any change, we will ensure that we give full consideration to your interests and to your rights under this contract. Notice of changes will be sent to the email address you have provided and/or your student email, will be published on the University's Virtual Learning Environment, "Moodle".

## **Fees**

Once you have registered as a student, we raise 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 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:

Undergraduate: [www.hope.ac.uk/undergraduate/feesandfunding](http://www.hope.ac.uk/undergraduate/feesandfunding)

Postgraduate: [www.hope.ac.uk/postgraduate/feesandfunding](http://www.hope.ac.uk/postgraduate/feesandfunding)

PGCE: [www.hope.ac.uk/pgce/feesandfunding](http://www.hope.ac.uk/pgce/feesandfunding)

International: [www.hope.ac.uk/international/feesandscholarships](http://www.hope.ac.uk/international/feesandscholarships)

or by contacting the Student Finance office by email or telephone.

Tuition fees may be subject to an annual increase.

If you make an agreement to make payments by instalments on agreed dates, you must make payment on or before those dates without further notification from us.

If you do not pay your tuition fees in full or on time, the University may take action against you and this is set out in the [University Fees Regulations](#) (Appendix A). As a result, you may not be allowed to progress on your Programme or your studies at the University may be terminated. The University may also take legal action against you to recover any unpaid fees.

If you do not pay any other (non-tuition) fees or other sums you owe, the University may take action to recover those sums. This may include withholding any service for which you owe money (for example, if you do not pay library fines you may not be allowed to access the Library or use some or all of its facilities) or taking legal action against you.

If you decide to defer, you will be charged the tuition fee applicable for the year you commence your Programme. You will receive notification of this from the University.

### **Your Right to Cancel**

You can cancel your place by contacting [financequeries@hope.ac.uk](mailto:financequeries@hope.ac.uk) or by using the [form](#) in any time before you have enrolled or within 14 days of your acceptance of the place, if that is later.

If you decide to withdraw from the University and cancel the contract, you are advised to speak to your Faculty who can give you advice as to the available options. If you decide to proceed with withdrawal (after the 14 day cancellation period as set out above) you must complete an interruption or withdrawal from studies form as **you will remain liable for your fees for the remainder of the academic session until this has been done**. The amount of fees you have to pay after your withdrawal will depend on the type of course you are studying and how your fees are paid.

Your end date is the date your notification of withdrawal, is received in writing, or, a later date if advanced notification is given by you that you intend to withdraw at a date in the future. It is not your final date of attendance at the University.

We raise a tuition fee invoices for the full academic year after your registration. However if you are a full time home undergraduate student or a PGCE student, Liverpool Hope University may recalculate your tuition fees if you withdraw, suspend, transfer course or change your study mode (full-time to part-time or vice versa). We will do the recalculation based on the date this action occurs, and in line with the fee liability dates below.

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

Further details of the Tuition Fee Refund Policy together with policies regarding other groups of students such as postgraduate students can be found in [University Fees Regulations](#).

### **Criminal Convictions**

Admission to the following Programmes is subject to a Disclosure and Barring Service check,

BA Primary Teaching with QTS

PGCE Primary including School Direct

PGCE Early Years  
PGCE Secondary including School Direct  
BA Social Work  
MA Social Work  
Further and Post Compulsory Education - PGDE (3 routes)  
BA Disability Studies in Education  
BA Health and Social Care  
MA Youth and Community Work

If this applies 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 an acceptable disclosure has been obtained. Your place may be revoked in the case of an unacceptable disclosure. (See <https://www.gov.uk/disclosure-barring-service-check/overview>.)

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 Programme specific requirements, the University reserves the right to withdraw the offer of a place.

### **Data protection**

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 programmes will use this to support you on your programme and for the administration and management of the University.

The University collects and processes your personal data for the following reasons:

- in order to make admission decisions;
- to improve the student experience;
- to provide information and education to you;
- for administration, health, safety, welfare and security reasons ;
- in the case of International Students requiring a Visa, to comply with our legal obligations to the UKVI.
- Award purposes

The University's Fair Processing Notice is available [here](#).

We are also required to disclose your personal data to statutory bodies including, for example Higher Education Statistics Agency (HESA), Higher Education Funding Council for England (HEFCE), Office of the Independent Adjudicator (OIA). Some of

your personal data may, because of its nature, be sensitive within the meaning of the Data Protection Act 1998.

## **Equality Act 2010**

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](mailto: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, while we will do our best to help you, you may not be able to access the full range of support available.

## **UK Visas & Immigration**

The University may, at its discretion, withdraw facilities from or refuse to register you if you do not have or are unable to provide evidence of appropriate immigration clearance from the UKVI. As a sponsor of international students, the University is also obliged to report certain events and activities to the UKVI including, but not limited to, students extending or withdrawing from their programme for whatever reason. International students will be expected to assist the University in meeting its obligations to the UKVI.

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.

## **Termination**

The contract and relationship between you and us will end:

- If you withdraw from the University;
- If you are required to withdraw or you are expelled in accordance with the Student Disciplinary Procedure, subject to your right to appeal under these procedures;

- If you are required to withdraw as a result of a decision reached by the Board of Examiners regarding your academic performance, subject to your right to appeal under these procedures;
- You fail to attend in accordance with the Regulations
- If you fail to pay your tuition fees in accordance with the [University Fees Regulations](#).
- Between accepting an offer and starting your Programme 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](#).
- 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;
- 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;
- 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;
- 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 programme. This is subject to your right to appeal under the relevant University procedures;
- 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.
- if you are convicted of an indictable offence in the UK or an equivalent offence of any other country
- if we withdraw you from your Programme for any reason as permitted by the University Regulations and Policies.

## **General**

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.

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.

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.

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.

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.

### **Questions about Your Student Contract**

When you have reviewed the information provided, you may direct any questions about your Student Contract to [dykinsd@hope.ac.uk](mailto:dykinsd@hope.ac.uk) before you accept.

### **If things go wrong**

If you have a complaint about the University which relates to your application, you should follow the [Applicant Appeals and Complaints Procedure](#).

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>).