

## Important information about your Student Contract with Liverpool Hope University 2020-21

### 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](mailto:caseworker@hope.ac.uk)
- 1.2. This document sets out the terms and conditions between Liverpool Hope University and students on undergraduate, postgraduate taught, post graduate research and continuing professional development courses leading to an award of the University.
- 1.3. If you decide to accept an offer from Liverpool Hope University, a 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 undergraduates who receive their offer through UCAS, 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. You can cancel this contract in writing by contacting [financequeries@hope.ac.uk](mailto:financequeries@hope.ac.uk) or by using the [Admissions Cancellation form](#) at any time within 14 days of your acceptance of the University's offer.
- 1.5. **As a student of Liverpool Hope University you are expected to sign a Declaration of Engagement during induction week. This declaration makes it clear that you are expected to progress your own academic studies. This will include committing to the full obligations of everything set by your tutors, 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 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 offer letter
  - 1.6.2. The Declaration of Engagement
  - 1.6.3. The Undergraduate or Postgraduate Prospectus, as appropriate

- 1.6.4. The [University's Regulations](#) and [policies](#) – a summary of the main ones can be found in the [Student Guide](#). It is very important that you familiarise yourself with these and comply with them.
  - 1.6.5. Course requirements, which are shown for each Course on the [subject leaflets](#) section of our website.
  - 1.6.6. Course Handbook applicable to your Course
- 1.7. 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.

## **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 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 for which it has made offers. 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](#), 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 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. 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](#).

## **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.
- 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 that 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. 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. Fees

- 6.1. 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 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:

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)

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.

All fees associated with CPD programmes can be found at:

<https://www.hope.ac.uk/cpd/>

If a third party is to pay your tuition fees on your behalf, responsibility remains with you to pay such fees/costs in the event that the third party fails to pay them when they are due.

- 6.2. **Fee Increase - tuition fees may be subject to an annual increase for subsequent years and details will be published on the above websites. The University reserves the right to increase tuition fees in response to changes in government policy and/or changes in the law. In addition, tuition fees may be subject to increases in line with inflation, to reflect the University's costs of delivering its courses. If we decide to increase fees the University will aim to notify you in writing as soon as possible.**
- 6.3. You agree to abide by [University Fees Regulations](#). Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of studies.
- 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 attendance, not the date your withdrawal form is completed. Your last day of attendance will be the date communicated to the SLC to ascertain the amount of maintenance loan you are entitled to.

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

## **7. Criminal Convictions**

7.1. Admission to the following courses is subject to a Disclosure and Barring Service (DBS) check,

- BA Primary Teaching with QTS
- PGCE Primary including School Direct
- BSc Sport Rehabilitation
- BA Social Care
- 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

7.2. If a DBS check 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. The University operates a policy to make decision on disclosures (LINK). (See <https://www.gov.uk/disclosure-barring-service-check/overview>.)

7.3. 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.

## **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 Student's Union

- 9.1. The Liverpool Hope Student's 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](mailto: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 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.
- 10.2. The University's privacy statements are available [here which provide more details as to how the University uses your 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 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 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 UKVI including, but not limited to, students extending or withdrawing from their Course for whatever reason. International students will be expected to assist the University in meeting its obligations to the UKVI
- 12.3. Where, as an international student, you are found to be, or with reasonable grounds are suspected of, failing to comply with the conditions of your Tier 4 visa, or where you are found to be, or with reasonable grounds are suspected of, failing to hold current leave to remain in the UK which allows you to study on a University course, or where you are otherwise deemed to be endangering the University's Tier 4 sponsor licence, the University reserves the right to suspend or withdraw you from your course, in order to protect its Tier 4 sponsor licence.

## **13. Liability**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

## **14. Termination**

14.1. The contract and relationship between you and us 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 Student Code of Conduct and Disciplinary Procedure, 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 Progression 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.
- 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 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;
- 14.1.9. 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;
- 14.1.10. 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;
- 14.1.11. 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.
- 14.1.12. you are convicted of an indictable offence in the UK or an equivalent offence of any other country
- 14.1.13. we withdraw 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 our right to enforce that or any other section.
- 15.4. 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.
- 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 and Wales.

## **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.
- 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 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 about your Student Contract to [caseworker@hope.ac.uk](mailto:caseworker@hope.ac.uk) before you accept.