



UNIVERSITY OF
LIVERPOOL

PROGRAMME TERMS AND CONDITIONS

Effective from September 2023

This agreement sets out the terms and conditions between the University of Liverpool and students on undergraduate, postgraduate taught and postgraduate research programmes which lead to the award of a degree, diploma or certificate.

You should review these terms and conditions, and the documents detailed within them, carefully before accepting any offer made by the University.

Copies and alternative formats may be obtained from the Student Administration and Support Division on request.

1. Your contract with the University

- 1.1 Upon the University's receipt of your acceptance of its offer (conditional or unconditional) of a place on one of its programmes of study which leads to the award of a University degree, diploma or certificate, you enter into a legally binding contract with the University, which will commence immediately.
- 1.2 The terms and conditions included in this document, together with the documents listed in section 1.5 below, constitute the terms of the contract which apply between the University and you in connection with our delivery of the programme and the educational services and facilities provided to you. The contract will continue to apply throughout your registration on your programme but may be terminated in accordance with section 20 below.
- 1.3 There may be particular services offered by (and/or on behalf of) the University which are subject to separate terms and conditions, such as those relating to the provision of accommodation. You will have an opportunity to review and consider those terms and conditions prior to accessing such services.
- 1.4 By accepting the University's offer (conditional or unconditional) of a place on one of its programmes of study, you accept and agree to be bound by the terms of this document and the University's instrument and articles of government, the University's regulations, policies and procedures, any additional agreement that is required as part of your programme, and the other documents referred to in these terms and conditions. All of these documents can be found on the University's website and, unless otherwise agreed, the latest versions of these documents will apply.
- 1.5 In particular, you accept and agree to be bound by:
- 1.5.1 All [Statutes](#), [Ordinances](#), Regulations, Rules, Policies and Codes of Practice of the University, as they may be updated from time to time, including and where appropriate, but not exclusive to:
- [The Student Charter \(including its Annual Annexe\)](#)
 - [Programme Ordinances and Regulations](#)
 - [Code of Practice on Assessment](#); including all appendices,
 - [Postgraduate Research Code of Practice](#)
 - [Student Complaints Policy and Procedure](#)
 - [Student Alcohol and Drugs Policy](#)
 - [Student Attendance Policy](#)
 - [Student Conduct Policy](#)
 - [Policy on UKVI Student Route Compliance](#)
 - [Fitness to Practise Procedure](#)
 - [Fitness to Study and Engage in Student Experience Policy](#)
 - [IT Acceptable Use Policy](#)
 - [Library Regulations](#)
 - [Diversity and Equality of Opportunity Policy](#)
 - [Bullying and Harassment Policy](#)
 - [Personal Relationships Policy](#)
 - [Code of Practice on Student Representation](#)
 - [Policy and Code of Practice Regarding Freedom of Speech](#)
- 1.5.2 All Rules and Regulations relating to your programme of study, as found in the [Student Handbook](#), your Programme Handbooks, Module Specifications and School/Departmental Health and Safety Codes of Practice.
- 1.5.3 Where appropriate, all eligibility requirements of the relevant professional accreditation and/or regulatory body for your programme of study.

1.6 The University may change this document, any one of the above regulations, policies, procedures or codes of practice, or any other elements of your contract from time to time 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 important changes to these documents are notified to you as soon as possible.

2. Application and admission

2.1 The University believes in treating each application individually on its own merits. In order to help applicants and their advisors to understand how the University approaches admissions, it has produced an Admissions Policy for each level of entry:

- [Undergraduate Admissions Policy](#)
- [Postgraduate Taught Admissions Policy](#)
- [Postgraduate Research Admissions Policy](#)

2.2 These policy documents provide information on various aspects of admissions, including roles and responsibilities, the principles the University applies in arriving at admissions decisions, a description of the admissions process, and what applicants should do if they feel they have grounds for complaint or appeal.

2.3 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.

2.4 For undergraduates who receive their offer through UCAS, your contract takes effect either:

2.4.1 When you accept your offer as your "firm choice"; or

2.4.2 If you accept your offer as your "insurance choice", when your "insurance choice" automatically becomes your "firm choice".

2.5 You have the right to cancel this contract at any time within the 14 days immediately following your acceptance of the University's offer, without giving any reason. In such a 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.

2.6 While the University makes every effort to provide the programmes it has advertised in its prospectus and other promotional material, there are occasions, for reasons beyond its control, when it is not possible to deliver a programme in a given academic year for which it has made offers. In such cases, the University will make every possible effort to either offer you a place on an alternative programme at the University, or to help you find a similar programme at another University.

2.7 There are also occasions when the University may continue to offer a programme, but its content and/or method of delivery (e.g. online and/or blended learning) may be significantly different from the description of the programme in its prospectus or other promotional material. In such cases, the University will contact applicants to let them know and will do everything possible to offer a place on an alternative programme if the changes mean that the programme no longer meets their needs.

3. Your programme of study

3.1 The University will provide you with education services (including teaching, learning and, where applicable, research opportunities and assessments) and related activities which it considers appropriate for your programme. Details such as your timetable will be provided to you in the relevant form on or after your registration as a University student.

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- 3.2 You need to participate fully in your programme and take responsibility for your own learning. This will include attending (whether physically or via virtual synchronous engagement) and taking part in teaching, learning and/or research events included as part of your programme; meeting regularly (physically and/or virtually) with your supervisory team (including your academic advisor) as appropriate; making proper use of all available resources (including asynchronous online teaching); and preparing and submitting assessed work on time.
- 3.3 The University is continuously developing, refining and improving its services and programmes, and introducing new options, programmes and modules 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 programmes, practices and areas of study current. This may lead to changes in the terms, content or delivery of the University's programmes from those set out in the prospectus or website.
- 3.4 If the University decides to make a significant change to your programme of study, it will consult you in advance of the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the University's control, in which case the University will notify you of this as soon as possible and try to minimise any adverse impact on you.
- 3.5 The University has developed a Student Protection Plan, approved by the Office for Students, which can be found on its [website](#).
- 3.6 You have the right to request a suspension of your studies, a transfer of your programme, or a withdrawal from your programme, at any time. A suspension and/or transfer of programme will normally be subject to academic approval. You should be aware that programme registration changes are likely to have financial and, where appropriate, immigration implications and so it is important that you seek the correct advice. Further information on registration changes can be found at www.liverpool.ac.uk/student-administration/managing-my-studies/.

4. Conduct

- 4.1 The University takes students' wellbeing very seriously and works to create a safe, supportive and respectful campus community. In order to ensure that our campus environment remains inclusive and welcoming to all, we expect high standards of behaviour on and off campus: our students are respectful of others and look out for one another.
- 4.2 You should be aware that your behaviour on and off campus, online and offline, is expected to reflect the values of our community of learning and abide by the Student Conduct Policy. You agree to the terms of this Policy upon accepting an offer of a place. You can read the Policy at www.liverpool.ac.uk/student-administration/policies-procedures/conduct-discipline/.

5. Payment of fees

- 5.1 Fees for programmes of study are consolidated to include the appropriate sessional charge for tuition, registration, learning resources, infrastructure, examination, assessment and graduation.
- 5.2 Programme fees are prescribed in the Schedule of Fees, available at www.liverpool.ac.uk/feespayment. Programme fees will also be stipulated in your offer of admission.
- 5.3 All programmes of study which lead to a University award incur a fee. Programme fees are charged for all academic years of study, including failed academic years repeated in full or in part with or without attendance, with partial supervision, and following acceptance or otherwise of an extenuating circumstances claim previously submitted to a Board of Examiners.

- 5.4 **Programme fees, research support fees (e.g. consumables) and other fees (e.g. re-examination and repeat study fees) may rise in subsequent years of study, in line with those prescribed in the relevant annual Schedule of Fees.**
- 5.5 You will pay differential fees depending on your tuition fee status, which is determined in accordance with the *Education (Fees and Awards) (England) Regulations 2007 (as amended)*, and the *Higher Education (Fee Limit Condition) (England) Regulations 2017 (as amended)*. The University will carry out its assessment of your tuition fee status in line with its Fee Assessment Procedure for Applicants, available at www.liverpool.ac.uk/student-administration/fees-and-finance/fee-status/.
- 5.6 Unless otherwise indicated, programme fees do not cover the cost of field trips, sundries or consumables (e.g. research support fees) which may be payable separately, as appropriate. Further information on other costs which may be applicable to your programme can be found at www.liverpool.ac.uk/study/undergraduate/finance/extra-course-costs/ (undergraduate study) or at www.liverpool.ac.uk/study/postgraduate/finance/study-costs/ (postgraduate study).
- 5.7 The University's Payment Policy (available at www.liverpool.ac.uk/feespayment) – which includes information regarding accepted payment methods and schedules – covers the payment of student programme fees.

6. Your fees obligations

- 6.1 By accepting the University's offer (conditional or unconditional) of a place on one of its programmes of study, you accept that you will be charged the appropriate programme fee for each academic year of study.
- 6.2 Programme fees become due in full at the start of each academic year or at the start of your programme, whichever is the later. In order to become financially registered for a given session, you must ensure the Student Fees and Funding Office is informed of your fee payment arrangements and, where you are self-funding your studies, you must avail yourself of the arrangements in place to pay your fees in accordance with the terms of the University's Payment Policy, available at www.liverpool.ac.uk/feespayment.
- 6.3 Where an external organisation (e.g. a company or government embassy; not the Student Loans Company) is sponsoring you for the payment of your fees, you:
- 6.3.1 Agree to the University sharing your personal data, including your academic standing, with your sponsor.
 - 6.3.2 Understand that you remain responsible for ensuring that your fees are paid.
 - 6.3.3 Understand that, where your sponsor defaults on any fee payment arrangement, all outstanding fees will be transferred to your student fee account for immediate payment.

7. Sanctions

- 7.1 **If by 1 February in any given academic year (or by 1 June if your programme starts in January) you have failed to make the necessary programme fee payment(s) in accordance with your relevant published payment plan, the University will seek to restrict your access to a range of services.**
- 7.2 **The sanction identified in paragraph 7.1 will remain in place until such time that you make a suitable arrangement to pay your programme fees and/or you settle your outstanding account balance for the given session.**
- 7.3 **After 1 February in any given academic year (or after 1 June if your programme starts in January), where you fail to make the necessary programme fee payment(s) in accordance with the remainder of your relevant published payment plan, the University will notify you in writing and give you 5 working days' notice to settle**

your outstanding account balance. Where you fail to make good your outstanding balance within 5 working days, the University will seek to apply sanctions as prescribed in paragraph 7.1.

- 7.4 Under normal circumstances, where you remain in debt to the University for programme fees at the end of a given academic year, you will be prevented from registering for a new academic year until such time that all outstanding debts have been paid.
- 7.5 Under normal circumstances, where you remain in debt to the University for programme fees one calendar month before the date of the award of a degree, diploma or certificate, you will be deemed ineligible to be presented for such an award.
- 7.6 Under normal circumstances, where you cease to be registered at the University and remain in its debt for programme fees, you will be prevented from re-registering at the University – or from applying for a new programme of study at the University – until such time that all outstanding debts have been paid.
- 7.7 Under normal circumstances, where you cease to be registered at the University and remain in its debt for programme fees, your access to official documentation services – including replacement award certificates and academic transcripts – will be restricted until such time that all outstanding debts have been paid.
- 7.8 The University will in all cases seek to adopt a proportionate approach to the application of the sanctions identified in paragraphs 7.4 and 7.5 and will undertake an annual risk-based review of all outstanding debts, the results of which it will use to inform its decision making before seeking to apply such sanctions.
- 7.9 For non-academic debt, and/or where you have ceased to be a registered student of the University, an external debt collection agency will be used once all other avenues for debt collection have been exhausted.

8. Programme fee deposits

- 8.1 All overseas (determined in accordance with paragraph 5.5) applicants expecting to enter the University to begin full-time study on a postgraduate taught programme will be required either to pay a programme fee deposit of £2,000 or to provide formal confirmation of third-party sponsorship and/or a University scholarship which covers the full programme fee. Limited categories of overseas applicants will be exempt from this requirement.
- 8.2 Further information, including details of those organisations that might qualify as third party sponsors and a list of those applicants exempt from paying a programme fee deposit, can be found in the Payment Policy, available at www.liverpool.ac.uk/feespayment.
- 8.3 Notwithstanding those who are exempt from the requirement to pay a deposit, the payment of a deposit as stipulated in paragraph 8.1 will be a requirement of the applicant's offer of admission to the University. The University will issue applicants a Confirmation of Acceptance for Studies (CAS) only upon all conditions of the offer being met, including receipt of the full deposit amount, or receipt of an acceptable sponsor letter and/or confirmation of University scholarship which covers the full programme fee. Applicants who fail to pay the full deposit amount by the deadline stipulated in their offer of admission risk having their offer withdrawn.
- 8.4 Applicants who have paid a fee deposit but who fail to meet the conditions of their offer will be entitled to a full refund. **All other programme fee deposits will be non-refundable.** Where an applicant has paid a programme fee deposit but chooses to defer their entry to the University until the following session, the applicant will be afforded the opportunity of the University retaining the deposit to be offset against the programme fee. This opportunity will only be provided once.

9. Withdrawal from study and programme fee refunds

- 9.1 In addition to your statutory rights to cancel your contract with the University as stipulated in paragraph 2.5, the University will also re-calculate the amount of programme fee you will be charged in circumstances where you choose not to register on your programme, to leave or suspend your programme during the academic session, or where the University chooses to terminate your registration during the academic session in accordance with section 20. In such events, you will have no claim to a refund of fees charged for the period you were registered during that session.
- 9.2 You will not be charged programme fees if you fail to register on your programme of study having previously firmly accepted an unconditional offer to do so, unless you are bound by the terms prescribed under paragraph 8.
- 9.3 Where you change your registration in a given academic year (e.g. if you suspend or withdraw from study), the programme fees you will be charged will be based upon the date the University is formally informed of any change in registration, as per standard University procedures available at www.liverpool.ac.uk/student-administration/managing-my-studies/.
- 9.4 The University's policy for re-calculating programme fees in the event of a registration change can be found in the University's Payment Policy, available at www.liverpool.ac.uk/feespayment. No charge will be made to any student who leaves (suspends or withdraws from) their programme within the first four weeks following initial registration on that programme, except where a student is bound by the terms prescribed under paragraph 8.
- 9.5 If fees are due to be refunded to you under the terms of your contract with the University or the University's Payment Policy, the University will refund the payer(s) and use the same payment method(s) as was used to pay your programme fee.

10. Your personal data

- 10.1 When you accept the University's offer (conditional or unconditional) of a place on one of its programmes of study, you accept that the University will collect, retain and process certain personal data about you, which will include sensitive personal data about you (for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing, and sexuality). The University will hold and process these data in accordance with its legitimate interests and the lawful basis of 'public task', in order to exercise its responsibilities, and to fulfil its education, research and support obligations to you.
- 10.2 The University will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018. We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with Liverpool Guild of Students, UK Visas and Immigration, Office for Students, Higher Education Statistics Authority, Student Loans Company, Skills Funding Agency, local authorities or the Police), or are otherwise permitted to do so under the aforementioned Acts of Parliament.
- 10.3 In the interests of transparency the University maintains a series of Privacy Statements which outline in more detail how it collects, retains and processes your personal data, which may be updated from time to time. These are available at www.liverpool.ac.uk/legal/data_protection/privacy-notices/.

11. Immigration requirements

- 11.1 The University is licensed by the UK Home Office under the Student route of its Points Based System (PBS) to act as a sponsor of international students for visa purposes, and has specific duties and responsibilities to UK Visas and Immigration (UKVI) which it must discharge under the terms of its licence. The University's [Policy on UKVI Student Route Compliance](#), prescribes how the University discharges these responsibilities. The Policy extends to all international students studying at all University campuses within the UK.

- 11.2 You are expected to assist the University in discharging its UKVI compliance responsibilities by cooperating with all reasonable requests for information and/or documentation. More information regarding your rights and responsibilities as a UK visa holder can be found [here](#).
- 11.3 **Where prescribed in the Policy, the University will take action against any international student who fails to cooperate within a reasonable timescale with such reasonable requests for information and/or documentation. In order to protect its UKVI sponsor licence, the University reserves the right to restrict your access to a range of services until such time that you provide the information requested, or to withdraw you from your programme of study in the event that you decline to cooperate or are unable to provide the information and/or documentation that would satisfy the University's UKVI compliance responsibilities.**
- 11.4 **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 student 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 programme, or where you are otherwise deemed to be endangering the University's UKVI sponsor licence, the University reserves the right to suspend or withdraw you from your programme of study, in order to protect its UKVI sponsor licence.**

12. Intellectual property

- 12.1 Subject to the remaining provisions of this section, where you are registered on a taught programme of study, and where you are not also considered to be an employee of the University, you will own all Intellectual Property ("IP")¹ that you create and/or develop while you are studying at the University, subject to the exceptions prescribed in paragraph 12.2.
- 12.2 Exceptions to your sole ownership of IP may include, yet not be exclusive to:
- 12.2.1 Where you generate IP as part of an activity where a third party requires ownership (e.g. where on a placement your host requires ownership, or where your studies are sponsored and the sponsor requires ownership);
 - 12.2.2 Where you generate IP that builds upon existing IP generated by employees of the University;
 - 12.2.3 Where you generate IP that you jointly create and/or develop with employees of the University;
 - 12.2.4 Where you generate IP outside the normal teaching and learning activities of your programme of study, and with more than incidental use of University resources²;
 - 12.2.5 Where you are recruited on a programme of study under the specific understanding that, due to the particular commercial or IP-sensitive environment, your IP position is varied.
- 12.3 Where your situation falls within the exceptions prescribed within paragraph 12.2, the University may require you to assign your IP rights to the University whereupon you will have access to the revenue sharing scheme applicable to employees of the University. More information on this process can be found at www.staff.liverpool.ac.uk/research/ip-commercialisation/.
- 12.4 IP which you create while undertaking part of your programme of study at another institution may also be governed by the IP Policy of that institution.

¹ As defined within the scope of the University's [Intellectual Property Policy](#) from time to time in place.

² Where ambiguity arises as to what might be considered to be "normal teaching and learning activities", or what might be considered to be "incidental use of University resources", the matter will be decided fairly and reasonably by the University.

- 12.5 Where you are also considered to be an employee of the University (e.g. where you are registered on a programme of postgraduate research), the University claims ownership of any IP that you create and/or develop as part of your research/employment.
- 12.6 The University will share with you any financial benefit accruing to it from the commercial application of University-owned IP which you create and/or develop, in accordance with its [Intellectual Property Policy](#) from time to time in place.
- 12.7 You acknowledge that during the course of your studies or research you may have access to confidential information belonging to the University or a third party and you agree that you will not use such confidential information other than in connection with your studies or research (and then only upon such terms and conditions as may have been agreed) and will not without the prior consent of the University or the third party to whom it belongs disclose such confidential information.

13. Complaints

- 13.1 The [Student Charter](#) sets out your general entitlements and responsibilities. If you believe you have a legitimate complaint, you should refer in the first instance to the Student Charter to clarify what is reasonable for you to expect from the University in the relevant area and whether you have discharged your corresponding liabilities.
- 13.2 If you wish to proceed with a complaint then you may invoke the Student Complaints Policy and Procedure. The Policy and Procedure sets out how you may seek to have your complaint addressed.
- 13.3 It should be recognised that the vast majority of concerns can be handled fairly, amicably and to the satisfaction of all concerned on an informal basis. Only when informal means have been exhausted should a complaint be pursued.
- 13.4 The Student Complaints Policy and Procedure, as well as a pro-forma for the submission of a complaint, is available at www.liverpool.ac.uk/student-administration/policies-procedures/complaints/.

14. IT and information security

- 14.1 You must comply with all regulations, policies and codes of practice in relation to the use of IT during the course of your studies. These can be found on the University's [website](#).
- 14.2 By using University IT facilities, you agree to abide by the IT Acceptable Use Policy, including when you use any of your own devices. The University will not be liable for any damage that is caused by your use of IT equipment and/or connection to the University's network, except in the case of any foreseeable damage resulting directly from the University's negligence or failure to comply with this contract.
- 14.3 The use of computing devices and the University's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, or the creation or transmission of any material which infringes the IP rights of another person is strictly prohibited. The University may monitor the use (including any personal use) of its network and systems (including telephone, email, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations.

15. Health, safety and wellbeing

- 15.1 The University will act in accordance with all health and safety legislation and regulations to provide a safe working environment for you during the course of your studies. This applies to all campuses and locations where staff and students may be working or studying.

- 15.2 The University will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.
- 15.3 The University will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.
- 15.4 You must make yourself familiar with all of the University's procedures and regulations relating to health and safety, including the University's [Safety Policy](#) and any specific rules that apply to your programme or the building in which you are located. All health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, the University may take disciplinary action against you.
- 15.5 You must inform the University if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. The University will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.
- 15.6 The University has a range of welfare, advice and guidance services available to students on issues affecting student life, including finance, disability, issues relating to your general welfare, and support for international students. The University also has Counselling and Mental Health Advisory Services to help students address personal or emotional problems that get in the way of them realising their full academic and personal potential. Further information is available at www.liverpool.ac.uk/studentsupport/.
- 15.7 The availability and scope of welfare, advice and guidance services are subject to change during your programme of study for a variety of reasons including, but not limited to, changes in funding and the needs of students. The University may vary and/or amend the availability and scope of welfare, advice and guidance services at any time.

16. Liverpool Guild of Students

- 16.1 The Liverpool Guild of Students ('the Guild') (the students' union) 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 Guild, whether taking place on the University's campus or elsewhere.
- 16.2 When you register as a student with the University, your details will be passed to the Guild 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. Further details are provided in the University's [Privacy Notices](#).
- 16.3 If you choose not to be a member of the Guild, you will not be unfairly disadvantaged. However, you will be prevented from voting in general meetings, elections or referenda of the Guild, or standing in any elections or holding office in any part of the Guild.

17. Voter registration

- 17.1 It is important that you sign up to the Electoral Register so that you can register to vote in UK elections and referenda, and have a say in decisions which will affect you.
- 17.2 You will be directed to sign up when you complete the University's academic registration process. You can also do this any time via the student portal, Liverpool Life.
- 17.3 You are able to register at both your home and your term-time (University) address. Registration takes five minutes and you will need your National Insurance number, if you have one.
- 17.4 To find out if you are eligible to vote in the UK and to complete the process, visit www.gov.uk/register-to-vote.

18. The University's liability to you

- 18.1 If the University fails to comply with its contract with you, the University is responsible for any loss or damage you suffer that is a foreseeable result of the University's breach of contract or failure to use reasonable skill and care. However, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if it was contemplated by you and the University at the time the contract was entered into.
- 18.2 The University does not exclude or limit in any way its liability for:
- 18.2.1 death or personal injury caused by the negligence of the University or its employees, agents or sub-contractors;
 - 18.2.2 fraud or fraudulent misrepresentation; or
 - 18.2.3 any other act or omission, liability for which may not be limited by law.
- 18.3 Subject to paragraph 18.2, the University's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the University shall be limited to the value of the programme fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater.
- 18.4 The University will not be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from the University in submitting work and that you retain copies of work submitted.
- 18.5 You will not be liable to the University for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, the University will not be liable to you for any failure or delay in performing its obligations under this contract which is due to any cause beyond its reasonable control (including, but not exclusive to, those circumstances described in paragraph 19.1 below).

19. Circumstances outside the University's control

- 19.1 It may be necessary for the University to
- 19.1.1 revise the terms, content or delivery (such as replacing physically attended activities with synchronous and/or asynchronous online teaching) of programmes and/or modules from those set out in the prospectus, website and/or relevant programme/module specification; or
 - 19.1.2 discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes,
- in circumstances outside the University's control. These circumstances may include (yet are not exclusive to) the lack of availability of key personnel without whom the University cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, global and/or national pandemics and/or epidemics, civil unrest, severe weather or failure of public or private communications networks.
- 19.2 If the University's services to you are affected by an event referred to in paragraph 19.1, the University will give you as much notice as possible and, where necessary, take reasonably practicable steps to mitigate the effects on the services it provides to you, which will involve every effort being made to preserve the continuation of your study.

20. Termination of this agreement

20.1 The University may terminate this agreement with immediate effect in writing and terminate your registration as a student with the University in any one or more of the following circumstances:

- If you do not meet any conditions attached to the University's offer of a place on one of its programmes of study;
- If, in our reasonable opinion, you provide us during the process of your admission to the University with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- If you do not register or re-register with the University within the relevant timescales prescribed by the University;
- If you voluntarily withdraw from your programme of study;
- If you are deemed to be withdrawn from your programme of study, or your studies are terminated, as a result of your failure to maintain satisfactory academic progress in accordance with the relevant academic Code of Practice;
- If your studies are terminated as a result of your failure to adhere to the rules which regulate the conduct of students, following an appropriate course of disciplinary action taken in accordance with the Policy on Student Conduct and Discipline;
- If your studies are terminated as a result of a referral made to the University's Fitness to Practise or Fitness to Study and Engage in Student Experience procedures;
- If you fail to comply with conditions associated with your immigration status, including those related to working in the UK, in accordance with the University's Policy on UKVI Student Route Compliance;
- If your continued registration with the University places the University in breach of any of our legal obligations, including under UK immigration law;
- If you materially breach any of the provisions contained within this agreement;
- If your studies are terminated for any other reason permitted by the Statutes, Ordinances, Regulations, Rules, Policies and Codes of Practice of the University, as they may be updated from time to time.

20.2 A decision to terminate your registration as a student will mean that you shall be required to cease studying on your programme and to leave the University with immediate effect.

20.3 This contract will terminate automatically if you withdraw from your programme of study.

21. Other important terms

21.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with the University, the various documents will apply in the following order of priority:

21.1.1 the University's offer to you;

21.1.2 this document;

21.1.3 the University's website;

21.1.4 the provisions of the prospectus that applies to your programme; and,

21.1.5 any agreement relevant to your programme.

PROGRAMME TERMS AND CONDITIONS

- 21.2 The University may transfer its rights and delegate its obligations under this document to another organisation. However, the University will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 21.3 Your contract with the University (of which this document forms part) is between you and the University. No other person shall have any rights to enforce any of its terms.
- 21.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 21.5 If you are in breach of your contract with the University and the University decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the University has waived its rights against you for that or any other breach, nor that you have been released from those obligations.
- 21.6 This document is governed by English law. You and the University both agree to submit to the exclusive jurisdiction of the English courts.