PROGRAMME TERMS AND CONDITIONS

Applicable to all levels

Effective from February 2017

ENTRY 2017/18

By accepting the offer of a place on a programme or module, you enter into a legally binding contract with the University of Liverpool ("the University") which can only be varied by agreement in writing. In so doing, you accept and agree to be bound by these terms and conditions.

Copies and alternative formats may be obtained from the Student Administration and Support Division on request.
1. Acceptance of your offer

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, your contract with the University, and any applicable ‘cooling off period’, will commence immediately.

1.2 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. All notices of cancellation must be made in writing.

2. Your general obligations

2.1 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 and comply with:

a) 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,
  - Regulations for the Conduct of Examinations
  - Assessment Appeals Procedure
  - Policy on Adjustments to Examination and Assessment Arrangements for Disabled Students
  - Policy on Assessment of Group-Work for Taught Provision
  - Academic Integrity Policy
  - Policy on Extenuating Circumstances in Relation to Performance in Assessments and Examinations
  - Policy on Feedback on Assessment
  - Coursework Submission Policy
- Postgraduate Research Code of Practice
- Policy on Student Conduct and Discipline
- Policy on UKVI Tier 4 Compliance
- Fitness to Practise Procedure
- Fitness to Study Policy
- Framework for Student Attendance
- Sickness Absence Policy
- Regulations for the Use of IT Facilities
- Library Regulations
- Diversity and Equality of Opportunity Policy
- Dignity at Work and Study Policy
- Student Engagement Framework
- Code of Practice on Student Representation
- Code of Practice on Freedom of Speech

b) All Rules and Regulations relating to your programme of study, as found in your Programme Handbooks, Programme Specifications, Module Specifications and School/Departmental Health and Safety Codes of Practice.
c) Where appropriate, all eligibility requirements of the relevant professional accreditation and/or regulatory body for your programme of study.

3. Conduct

3.1 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.

3.2 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 Policy on Student Conduct and Discipline. 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/student-administration-centre/policies-procedures/conduct-discipline/.

4. Payment of fees

4.1 Fees for programmes of study are consolidated to include the appropriate sessional charge for tuition, registration, learning resources, examination, assessment and graduation.

4.2 Programme fees are prescribed in the Schedule of Fees 2017/18, available at www.liverpool.ac.uk/feespayment. Programme fees will also be stipulated in your offer of admission.

4.3 All programmes of study which lead to a University award incur a fee. Programme fees are raised for all academic years of study, including academic years repeated with or without attendance, with partial supervision, and with or without mitigating circumstances accepted by a Board of Examiners.

4.4 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.

4.5 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 (Statutory Instrument No. 779) as amended by the Education (Student Fees, Awards and Support) (Amendment) Regulations 2016 (Statutory Instrument No. 584). 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/money/fee-status/.

4.6 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).

4.7 The University’s Payment Policy (available at www.liverpool.ac.uk/feespayment), which includes information regarding accepted payment methods, covers the payment of student fines, charges and
fees, which includes fees for programmes of study (as prescribed in section 4.1) and, where applicable, research consumables and University accommodation.

5. Your fees obligations

5.1 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.

5.2 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 have a suitable arrangement in place to pay your fees.

5.3 Where an external organisation (e.g. a company or government embassy; not the Student Loan Company) is sponsoring you for the payment of your fees, you:

a) Agree to the University sharing your personal data, including your academic standing, with your sponsor.

b) Understand that you remain responsible for ensuring that your fees are paid.

c) 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.

6. Sanctions

6.1 If by 1 February in any given academic year you have failed to enter into a suitable arrangement to pay fees, fines or charges, or where you remain in default on any such fee payment arrangement, the University will seek to restrict your access to all University library and computing services. This will include restriction of your access to Library services and the removal of your MWS IT account and hence access to email, the VITAL e-learning environment, the Liverpool Life student portal, and online academic and examination timetables.

6.2 The sanction identified in section 6.1 will remain in place until such time that you make a suitable arrangement to pay your fees and/or you settle your outstanding account balance for the given session.

6.3 After 1 February in any given academic year, where you default on an existing payment arrangement, and/or where you fail to settle an outstanding account balance within the timescales prescribed within the Payment Policy applicable to any given academic year, the University will notify you in writing of said default 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 section 6.1.

6.4 Under normal circumstances, where you remain in debt to the University for student fees, fines or charges 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.
6.5 Under normal circumstances, where you remain in debt to the University for student fees, fines or charges 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.

6.6 The University will in all cases seek to adopt a proportionate approach to the application of the sanctions identified in sections 6.4 and 6.5 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. Programme fee deposits

7.1 All overseas (determined in accordance with section 3.5) applicants expecting to enter the University in session 2017/18 to begin full-time study on a postgraduate taught programme, will be required either to pay a programme fee deposit of £1,000 or to provide formal confirmation of third party sponsorship and/or a University scholarship which covers the full programme fee.

7.2 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.

7.3 Notwithstanding those who are exempt from the requirement to pay a deposit, the University will issue applicants a Confirmation of Acceptance for Studies (CAS) for entry in 2017/18 only upon receipt of the full deposit amount, or upon receipt of an acceptable sponsor letter and/or confirmation of University scholarship which covers the full programme fee.

7.4 All programme fee deposits are non-refundable. Where an applicant has paid a programme fee deposit but chooses to defer their entry to the University until session 2018/19, the applicant will be afforded the opportunity of the University retaining the deposit to be offset against the 2018/19 programme fee. This opportunity will only be provided once.

8. Programme fee refunds

8.1 The University will re-calculate the amount of programme fee you will be charged in circumstances where you choose not to register on your programme, or to leave or suspend your programme during the academic session. In such an event, you will have no claim to a refund of fees charged for the period you were registered during that session.

8.2 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 section 7.

8.3 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/student-administration-centre/student-record/.

8.4 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 section 7.

9. Your personal data

9.1 By accepting the University’s offer (conditional or unconditional) of a place on one of its programmes of study, you accept that:

a) The University will retain certain personal data about you on its systems to fulfil its purpose and to meet its legal obligations to funding bodies and government.

b) The University will collect your information and use it fairly, store it safely and will not disclose it to any other person unlawfully.

c) You will be responsible for accurately maintaining your personal data whilst a registered student of the University (e.g. up to date, accurate contact information) by using the accepted University systems from time to time in place (e.g. Liverpool Life).

d) Upon graduation, the University will continue to store securely your contact details (including telephone number, email and postal address data) so that it can keep you informed of University publications and the promotion of benefits, services, events and reunions. The University would also like to keep you informed of its fundraising programmes which may involve telephone fundraising. You can opt-out of all or specific communication types at any point.

e) Some information held by the University about you may be provided to external agencies such as HESA, HEFCE, the NHS (for NHS funded programmes), the SLC (for student finance purposes), UKVI (for those residing in the UK on a Tier 4 visa), or local authorities (for Council Tax exemption purposes).

f) Where your information is passed to the central government departments and agencies and devolved administrations which require it, it will be in order to enable them to carry out their statutory functions under the Education Act or other Acts of Parliament.

g) If you are required, by virtue of your registration on your academic programme, to apply for a DBS check (criminal records check), and wish for the University to undertake this check via the DBS Update Service, you will be required to provide authorised University staff with your DBS Certificate number. By so doing, you understand that you will be providing informed consent for such authorised staff to receive information in relation to any criminal records.

h) Your information may be used in anonymised form for statistical analysis by HESA and by the above bodies resulting in publication and release of data to other approved non-statutory users, which may include academic researchers and commercial bodies. Your contact details will not be made available to HESA, your names will not be used or included in its statistical analysis, precautions will be taken to minimise the risk that you will be able to be identified from the data, and neither statutory nor non-statutory users of HESA data will be able to use the data to contact you.

i) You have the right to a copy of the data held about you by HESA for a small fee and that, should you have any concerns about, or objections to, the use of your data for these purposes, you should contact HESA at www.hesa.ac.uk or in writing to 18 Royal Crescent, Cheltenham, GL50 3DA.
j) You have a right to access any personal data that is kept about you in the University’s systems, including online and in paper form where available. You can exercise this right by making a request in writing to the University’s Data Protection Officer.

9.2 To assist its staff and students to comply with its data handling responsibilities, the University has issued guidance notes and has formally adopted a Data Protection Policy, both of which are available at www.liverpool.ac.uk/legal/data_protection/.

10. UKVI Tier 4 Compliance

10.1 The University is licensed by the UK Home Office under Tier 4 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 Tier 4 Compliance, available at www.liverpool.ac.uk/media/livacuk/student-administration/student-administration-centre/documents/UKVI,Tier,4,Compliance,Policy_.pdf, prescribes how the University intends to discharge these responsibilities. The Policy extends to all international students studying at all University campuses within the UK.

10.2 You are expected to assist the University in discharging its Tier 4 compliance responsibilities by cooperating with all reasonable requests for information and/or documentation.

10.3 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 Tier 4 sponsor licence, the University reserves the right to restrict your access to Library services and to the Liverpool Life student portal until such time that you provide the information requested, or to de-register 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 Tier 4 compliance responsibilities.

10.4 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 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 programme, or where you are otherwise deemed to be endangering the University’s Tier 4 sponsor licence, the University reserves the right to administratively suspend or withdraw you from your programme of study, in order to protect its Tier 4 sponsor licence.

11. Intellectual property

11.1 In order to allow the University to meet efficiently its obligations to protect and exploit commercially valuable Intellectual Property (“IP”) arising from activities within the University, any commercially exploitable IP which you may generate in connection with your studies at the University will vest in the University.

11.2 It is not the wish of the University to seek to interfere in your free use of copyright of normal academic publications or lecture notes or IP generated outside of your University studies; rather, the University

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1 For this purpose, Intellectual Property (“IP”) shall mean any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.
simply seeks the assignment of any rights arising from IP having commercial potential which are created in the course of your studies at the University.

11.3 You hereby assign to the University all commercially exploitable IP which arises during your studies or research or which relates to the subject matter of your studies or research or which is created using facilities of the University.

11.4 You agree to execute all such documents and do all such acts, at the cost of the University, as the University may require to confirm the University's ownership of such IP and its ability to gain the benefit of such IP, or at the direction of the University, to vest such IP in a third party.

11.5 The University will share with you any financial benefit accruing to it from the commercial application of the IP concerned as if you were a member of staff, in accordance with its IP Policy from time to time in place.

11.6 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.

11.7 Further information regarding the University’s IP model can be found at www.liverpool.ac.uk/intellectual-property/.

12. Complaints

12.1 The Student Charter, available at www.liverpool.ac.uk/aqsd/student-engagement/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.

12.2 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.

12.3 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.

12.4 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/student-administration-centre/policies-procedures/complaints/.