

Student terms and conditions

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCEPT AN OFFER OF A PLACE AT THE UNIVERSITY.

THESE TERMS TELL YOU HOW THE UNIVERSITY WILL PROVIDE SERVICES TO YOU, HOW THE CONTRACT MAY BE CHANGED OR ENDED, THE LIMITS OF THE UNIVERSITY'S RESPONSIBILITIES, WHAT TO DO IF THERE IS A PROBLEM, AND OTHER IMPORTANT INFORMATION. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT STUDENTCONTRACT@CHI.AC.UK.

1. Your Student Contract

1.1. Your contract with the University is made up of:

- a) the terms in this document;
- b) the University Commitment Charter;
- c) the Programme Handbook for your chosen programme;
- d) your offer letter from the University and, where applicable, from UCAS; and
- e) the University's Regulations and Policies (see below).

1.2. You must review each of these documents before accepting an offer from the University as they contain important terms which will be binding on you once you accept.

2. Your offer and the formation of your contract

2.1. Your offer letter from the University is the University's formal offer of a place ('your offer'). If you are applying for a full-time undergraduate programme, you will also be notified of your offer via UCAS.

2.2. If you are applying for a full-time undergraduate programme, you will enter into your contract with the University either:

- a) when you accept your offer as your "firm choice" via UCAS; or
- b) if you accept your offer as your "insurance choice" via UCAS, when your "insurance choice" becomes your "firm choice" (i.e. because you did not get the required grades for your original "firm choice").

2.3. If you are applying for a postgraduate or a part-time programme, you will enter into your contract with the University when you accept your offer.

2.4. Your offer may be conditional (for example, we may set minimum required grades, or it may be subject to your getting an appropriate visa). These pre-conditions must be fulfilled before the contract between you and the University becomes binding.

2.5. If these pre-conditions are not fulfilled, the University will not be obliged to accept you for enrolment. However, where possible, we will still work with you to find a way for you to join our community.

2.6. The pre-conditions which apply to you will be set out in your offer letter and, if you are applying for to be an undergraduate student, through UCAS.

2.7. You may also have other contracts with which you need to comply, such as for your accommodation, financial support or for insurance of your belongings. These are separate contracts, independent of this contract with the University.

3. Your right to cancel or withdraw from your contract

3.1. If you change your mind about accepting your offer, you have the statutory right to cancel this contract without needing to give any reason. This right must be exercised within two weeks from the date on which you accepted your offer. You will receive a full refund of any fees you have already paid to the University under the cancelled contract.

3.2. You may wish to seek advice and guidance from the University's Student Support Services before cancelling your contract to ensure that you are making an informed decision and have explored all of your options.

3.3. To cancel your contract, please contact the University's Academic Registry with a clear statement to that effect in writing, either by email to studentcontract@chi.ac.uk or by letter to Academic Registry, University of Chichester, College Lane, Chichester, West Sussex, PO19 6PE.

4. University Regulations and Policies

4.1. By accepting your offer, you agree to comply with the University's Regulations and Policies. Links to these are set out at www.chi.ac.uk/study-us/applying-us/student-contract.

4.2. By accepting your offer, you agree that the University may take disciplinary action against you for breach of its Regulations and Policies. Such action would take place under the applicable procedure and could result in sanctions against you including fines, suspension or expulsion (i.e., termination of your contract with the University; see below).

5. Your Responsibilities

5.1. In particular, and without limiting your obligation to comply with all parts of your contract, it is your responsibility:

- a) to act as a responsible member of the University's community and treat other members of the community and the public with courtesy and respect;
- b) to progress your own academic studies, by submitting work when required to do so, meeting University deadlines and attending classes and lectures;
- c) to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. A wide range of support is available from your department, central University services, fellow students and the Student Union. Further details of whom to contact are set out on our website at www.chi.ac.uk/study-us/student-services;
- d) to follow good academic practice, following the University's policies on plagiarism, academic integrity in research and conflicts of interest. More information is available in the University's Academic Regulations,

available at www.chi.ac.uk/about-us/how-we-work/academic-quality-and-standards;

- e) to ensure that your fees and other charges are paid when they are due (please note that you are ultimately responsible for any non-payment even if your fees are being paid by someone else); and
- f) if necessary, to obtain an appropriate visa and abide by any conditions set. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from www.chi.ac.uk/international/visa-and-immigration.

6. Professional Requirements

6.1. If your programme leads to a professional qualification or accreditation you may also be subject to regulations relating to your conduct required by the relevant professional regulation body (such as fitness to study, fitness to practise or disclosure and barring service checks for students studying certain subjects). If you fail to meet these requirements, you may be unable to continue your programme. More detail is available from your department and will be set out in your Programme Handbook.

7. Fees and Payment

- 7.1. Details of the tuition fees charges you will have to pay to the University are set out on the University's website at www.chi.ac.uk/study-us/fees-finance.
- 7.2. Tuition fees will usually increase annually. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of delivering the programme, and changes in government funding. The fees that you will need to pay in any one academic year will be published before the first application deadline for the programme concerned. Normally this will be by September of the previous year.
- 7.3. For UK and certain overseas students, tuition fees are subject to a governmental fee cap and will not increase above the set level, which is subject to annual review.

7.4. Additional programme costs (e.g. the cost of materials or field trips), where they are known to us at the start of the year, will be published in your Programme Handbook. Other costs, such as printing, depend on the choices that you make after enrolment and therefore cannot be accurately estimated at the beginning of your programme. Details will be available to you before you commit yourself to these costs. These costs will usually increase annually.

7.5. If your fees are being paid through a government loan system, we will arrange payment directly with the appropriate agency. If you are paying your fees directly, your fees will be due on or before the start of the academic year. You can choose to pay your fees for the year in two equal instalments, on 26 September and 1 February, or alternatively in eight equal monthly instalments, starting on 26 September.

7.6. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of your student contract. Any sanctions will be applied in accordance with the University Debt Policy, available at www.chi.ac.uk/about-us/how-we-work/policies/finance.

8. Module choices and placements

8.1. The University takes great care in the design of its programmes. In certain cases, we offer alternative module options to support students' particular interests. However, we cannot guarantee that all options will be available to all students. Some modules depend on resource levels and some have a limited number of places. Similarly, it may not be possible to run certain modules if insufficient numbers of students have chosen that option. In some cases, timetabling restrictions may prevent the combination of particular modules.

8.2. Where a placement is integral to a programme (such as initial teacher training), the University will seek to provide placements for students with partners. Placements will normally be within our current partnership areas (East and West Sussex, Surrey, Hampshire and the Isle of Wight).

8.3. For programmes where a placement is optional (i.e. not a compulsory and integral part of the

programme), the University's placements staff provide support to help students find and prepare for a placement, along with ongoing support through the placement period. However, the University is not liable for any failure to find a placement or for any failure of placement providers to provide a suitable placement.

8.4. In each case, arranging travel to and from the placement is normally the responsibility of the student.

9. Changes to programmes

9.1. The University will seek to deliver your programme in accordance with the description set out in your Programme Handbook. However, there may be situations in which it is desirable or necessary for the University to make changes in programme provision, either before or after your enrolment.

9.2. The University will not make fundamental changes to your programme (for example, a change to the programme title, programme award or accreditation, substantial change in core programme content, or the introduction of a progression hurdle) once you have started your programme unless you agree to the changes.

9.3. The University may make minor changes to programmes (for example, to respond to student feedback, developments in the subject, enhancements in teaching or assessment practice, requirements of external accreditation processes, changes in staffing, resource constraints or changes in the availability or viability of optional modules or facilities). Such changes will take account of students' reasonable expectations.

9.4. Certain programmes or modules cannot be guaranteed in advance. This might be where a new programme is subject to academic approval, or where a programme or module requires a minimum number of students, niche or very specialist teaching, or placement at another institution. Where possible, we will tell you when your programme or module choice is not guaranteed, and if we need to withdraw a programme or module and you are affected, we will contact you as soon as possible to discuss your options.

10. Other changes

10.1. The University reserves the right to make changes to or withdraw the services it supplies to you if such actions are reasonably considered to be necessary by the University, for example, where:

- a) events beyond the University's reasonable control prevent a service from being delivered either temporarily or permanently;
- b) systems require essential maintenance work, upgrades or repairs;
- c) health and safety or other legal restrictions apply;
- d) improvements and changes are being made to the University's estate and facilities.

10.2. The University will take reasonable steps to mitigate the impact of any such changes or withdrawals on students wherever reasonably possible (for example, by substituting alternative similar services and by giving warning of forthcoming changes or likely periods of non-availability).

10.3. The University reserves the right to make reasonable additional charges for ancillary services and to vary such charges from time to time in order to cover costs or to ensure the availability of services for the benefit of all students (for example, by fining students who misuse library services to the detriment of other users).

11. Changes to other parts of your contract

11.1. The University may amend or update the University Commitment Charter, its Regulations and its Policies at any time.

11.2. Where the changes are fundamental, we will consult with you and get your agreement before we make the changes.

11.3. All changes will be reflected in the documents available at www.chi.ac.uk/study-us/applying-us/student-contract.

12. Communication

12.1. Before enrolment, the University will contact you using the details you have provided for the

purpose. After enrolment, the University will contact you by email using your University email address or by means of the student intranet (known as Moodle) and you should therefore check both on a regular (at least daily) basis.

13. IT equipment

13.1. Students may connect personal IT equipment to the University network as set out in the Electronic Information Security Policy, available at www.chi.ac.uk/about-us/how-we-work/policies/it-and-information-policies.

14. Complaints

14.1. If you are an applicant to the University and have concerns about the way your application was handled you may have recourse to the Feedback, Appeals and Complaints Procedures in the University Admissions Policy, available at www.chi.ac.uk/about-us/how-we-work/policies/admissions.

14.2. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of the University's service by means of the Student Complaints Procedure set out in Section 3 of the Academic Regulations, available at www.chi.ac.uk/about-us/how-we-work/academic-quality-and-standards. Advice and guidance on the options open to you is available from our Academic Quality and Standards Service (via acadvice@chi.ac.uk) or from the Students' Union.

15. Students' Union

15.1. The University of Chichester Students' Union is an independent organisation which supports and represents students of the University.

15.2. On enrolment, you will automatically registered as a member of the Students' Union unless you notify us that you do not wish to register. Details of the procedures for opting-out of membership and other information relating to the Students' Union are available on the student intranet (Moodle).

16. Intellectual property

16.1. Any intellectual property created by you during your programme of studies belongs to you unless agreed otherwise in writing between you and the

University. By accepting your offer you do, however, grant the University permission to use your work or copies of your work (digital or otherwise) for academic, teaching, research and marketing purposes. For further guidance, please refer to the Students' Guide to Intellectual Property, available at www.chi.ac.uk/about-us/how-we-work/policies/academic-policies.

17. Personal Data

17.1. By accepting your offer, you agree to the University collecting and using your individual personal data, including, where you provide it to the University, your sensitive personal data. This will be done in accordance with all current data protection legislation and as set out in the University's Data Protection Policy, which is available at www.chi.ac.uk/about-us/how-we-work/policies/data-protection.

18. Health and safety

18.1. The University of Chichester will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.

18.2. You must make yourself aware of the safety rules applying to the buildings you use, your programme and your department; read the safety notices, the student intranet (Moodle) and know what to do in the event of a fire, and be aware of at least two escape routes from any area you occupy.

18.3. Further information on your rights and responsibilities may be found in the Health and Safety Policy, available at www.chi.ac.uk/about-us/how-we-work/policies/health-and-safety-policies.

19. Insurance

19.1. You must ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) before bringing them to the University. In certain circumstances you may be required to obtain

other types of insurance, for example, medical insurance.

20. Liability

20.1. The University is responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill in providing your programme and any associated services (but not to the extent that such loss or damage is attributable to your own fault or the fault of a third party).

20.2. The University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if we discussed it as a possibility.

20.3. The University does not exclude or limit its liability to you in any way where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of the University's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your statutory rights in relation to this contract including your statutory right to receive services which are as described and supplied with reasonable skill and care.

20.4. Except as set out in clause 20.3 above, the University is not responsible for events outside its control which the University could not have foreseen or prevented, such as industrial action, over or under demand from students, staff illness, significant changes to higher education funding or regulation, severe weather, fire, epidemic, civil disorder, political unrest or government restrictions.

20.5. Except as set out in clause 20.3 above, the University is not responsible for:

- a) damage to your property (including to personal I.T. equipment, vehicles and bicycles);
- b) the non-return of work submitted for assessment; and

- c) any loss of opportunity or loss of income or profit, however arising.

20.6. Except as set out in clause 20.3 above, any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by you or on your behalf to the University or the amount, if any, that the University receives from its insurers in respect of that particular loss, whichever is the larger.

21. Expiry or termination of your contract

21.1. Your contract with the University will expire when you complete your programme, unless it is terminated beforehand.

21.2. You may terminate your contract at any time by contacting the University's Academic Registry with a clear statement to that effect in writing, either by email to studentcontract@chi.ac.uk or by letter to Academic Registry, University of Chichester, College Lane, Chichester, West Sussex, PO19 6PE.

21.3. If you terminate your contract after you have enrolled but the expiry of your right to withdraw, termination is likely to have financial consequences. Please refer to the University's Tuition Fee Policy, available at www.chi.ac.uk/about-us/how-we-work/policies/finance, for full details.

21.4. The University may terminate your contract if you commit a material breach of any of its terms (including these terms, the University Commitment Charter, the applicable Programme Handbook and the University's Regulations and Policies, all available at www.chi.ac.uk/study-us/applying-us/student-contract). In particular, the University may terminate your contract:

- a) if you have provided false, inaccurate or misleading information in your application to the University;

- b) if you no longer meet immigration or other regulatory requirements;
- c) if you acquire a relevant criminal conviction;
- d) if you fail to enrol or to meet attendance requirements; or
- e) if you fail a mandatory assessment where there is no opportunity to retake; or
- f) if you fail to pay your tuition fees by the required deadline.

22. General

22.1. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full effect.

22.2. This contract is personal to you. You may not transfer any of your rights and obligations under it to someone else. No-one other than you and the University shall have any rights to enforce any of its terms.

22.3. Any delay (by you or by the University) in enforcing this contract will not prevent the contract being enforced a later time.

22.4. Your contract with the University and any disputes arising from it (including non-contractual disputes) are governed by the laws of England and Wales. If things go wrong, we will attempt to resolve the issue with you first via our internal processes, and we ask that you do the same. If we cannot resolve your issue, you will normally have the right to a review by the Office of the Independent Adjudicator, which can be contacted via www.oiahe.org.uk. If necessary, you or we may bring legal proceedings in respect of this contract in the English courts.