read this document (Student Contract) carefully prior to accepting an offer of a place at the University. You will be subject to these Contract Terms for the full duration of your programme, subject to periodic updates to policies and regulations communicated to you in line with clause 56.

5. You will re-register as a student of the University at the beginning of each academic year and will be subject to these Contract Terms even if you spend some time studying

- 12. Key information for postgraduate applicants and offer holders is set out on the University's Postgraduate Admissions webpage at <a href="https://www.lancaster.ac.uk/study/postgraduate/after-you-apply/">https://www.lancaster.ac.uk/study/postgraduate/after-you-apply/</a>. For postgraduate offer holders, any additional information specific to individual postgraduate programmes will be indicated in your offer letter.
- 13. Deposits are levied for certain postgraduate programmes and/or categories of student. In order to accept an offer of study on a programme which requires a deposit to be paid, you must pay in full the sum stated in the offer. Any deposit will be credited to your fee account at the University and will be deducted from the total fee payable at registration. Interest is not paid. If we do not receive a valid payment to the value in pound sterling (GBP) stated in the offer by the date indicated, we will not be able to guarantee you a place on your chosen programme of study. Information on the payment of deposits and deposit refunds can be found at <a href="https://www.lancaster.ac.uk/study/fees-and-funding/deposits-payments-and-refunds/">https://www.lancaster.ac.uk/study/fees-and-funding/deposits-payments-and-refunds/</a>.
- 14. A non-refundable application ( )Tj EMC 0 (by)8h t.39Jge ap3uew.02 ( ap)6q8hliclegerediTu (liS40 Tc 0

- such condition(s) may be subject to reasonable changes as determined by the University. Any such changes will be communicated to you at the point your deferral request is accepted.
- 19. As part of your programme you may study as part of your degree away from Lancaster University at approved exchange partners of the University or one of the University's overseas campuses. The University's rules and regulations relating to the academic standards, monitoring, progression and assessment of your award, which also includes interruption, withdrawal, complaints and appeals, will apply even when you are studying in another location. You will therefore have to continue to engage with the University in accordance with the University's required processes and procedures whilst you are studying away from the University. You may also have to agree to terms and conditions of the other party which will also be applicable to you whilst you are at that location, for example, the terms and conditions of a visiting student. Further information regarding overseas study placements, including the application process and fees, can be found on the <u>'Study Abroad' section of the University's Advice, Support and Knowledge (ASK) portal.</u>

#### Right to withdraw

- 20. You have a 14-day statutory cancellation period during which you can change your mind about accepting an offer to study at the University. Even after this period you can withdraw your acceptance of an offer at any time without incurring any fees to the University, although the University may retain any deposit you have paid.
- 21. If you are a new student and you registered online or remotely, there is a 14-day statutory cancellation period. In the two weeks from the date you register online you can change your mind about coming to study at the University. If you cancel your place within this cancellation period, you (or your sponsor) will receive a refund of any tuition fees paid to the University less any non-refundable deposit you have paid. To cancel your place, you must notify the University in writing.
- 22. For new students who register in person, there is no statutory cancellation period, although the 14-day 'cooling-off' or cancellation period will still apply to students who register within 14 days of accepting their offer. However, should you change your mind about studying at the University up to and including Friday of week one of the first academic term of the first academic year of your course, you (or your sponsor) will not be charged tuition fees and the University will refund any tuition fees paid less any non-refundable deposit you have paid.

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implications. You will remain

# Academic Appeals Procedure

34. The University's regulations and procedures in relation to academic appeals are available in the Manual of Academic Regulations and Procedures (MARP). Detailed guidance for students on how to complete the academic appeal procedure can be found on the

summary fines, suspension of studies (intercalation) up to and including exclusion from the University in the most serious of matters. If you are excluded you may not receive the award for which you have registered. The Student Discipline Regulations can be viewed on the <u>'Policies and Regulations' section of the University's Advice, Support and Knowledge portal</u>.

## Complaints

- 38. Applicants have the right to complain if they believe that the admissions process has not met the appropriate standard or if they believe that a procedural irregularity has affected the outcome of their application. Full details of the complaints process can be found in the University's Admissions Policy on the <u>'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal.</u>
- 39. Registered students can access the complaints procedure on the <u>'Student Complaints and Appeals' section of the University's Advice, Support and Knowledge (ASK) portal.</u>

## Academic Freedom and Freedom of Speech

40. At registration, all students must confirm that they have read and noted the University's Values documented in the <u>University's Strategy</u>, and other related documents including the Dignity in Student Life Policy and the Code of Practice on Freedom of Speech. The Dignity in Student Life Policy can be viewed **and**(h)40 (t)-4I (,)1 iJ 0 Tc 00 (P)2 E

#### Code of Conduct on Protests

43. The Code of Conduct on Protests sets out the University's approach to accommodating protest and/or demonstrations and identifies matters which must be considered when a protest is being arranged. The code, which may be subject to periodic updates, can be viewed on the 'codes of practice and conduct' section of the University's Advice, Support and Knowledge (ASK) portal.

#### **Duty of Care**

44. It is important that you note the extent, and also the limits, of the University's duty of care in relation to students' health and well-being. The University has a duty of care to its students, which is enshrined in Health and Safety and Equality legislation. However, universities are not expected to develop or deliver bespoke physical health or mental health treatment services as they are not statutory health bodies and do not have the competence to deal with the most serious cases. Nevertheless, Lancaster University provides a range of mental health and wellbeing support services to its students from a number of different sources. These can be viewed on the 'wellbeing' section of the University's Advice, Support and Knowledge (ASK) portal, however, it is important you note that, in the most serious cases, these services will refer students to the statutory health bodies with the competence and expertise to deal with such matters.

## Lancaster University Students' Union

- 45. All students become members of Lancaster University Students' Union by default at registration. Students may choose to opt out of membership by writing to the Director of Strategic Planning and Deputy Secretary, Simon Jennings, at <a href="mailto:s.jennings2@lancaster.ac.uk">s.jennings2@lancaster.ac.uk</a>. Information on students' rights to opt out can be found at <a href="https://www.lancaster.ac.uk/welcome/support-for-students/your-right-to-opt-out/">https://www.lancaster.ac.uk/welcome/support-for-students/your-right-to-opt-out/</a>.
- 46. The University has developed a code of practice with Lancaster University's Students' Union, which can be viewed on the <u>'codes of practice and conduct' section of the University's Advice, Support and Knowledge (ASK) portal</u>. The Code of Practice sits alongside the Students' Union Articles of Association and complements the Students' Charter. The Students' Union Articles of Association can be viewed on the <u>Students' Union's website</u>.

#### Other contracts

- 47. Your rights and obligations with regard to University services can be found on the relevant services' webpages. These will be subject to separate agreements. In particular please note the user arrangements for the following key services:
  - a. Accommodation: <a href="https://www.lancaster.ac.uk/accommodation/terms-and-conditions/">https://www.lancaster.ac.uk/accommodation/terms-and-conditions/</a>;

- b. Catering contracts: https://portal.lancaster.ac.uk/ask/freedom-card/;
- c. Pre-school Centre: <a href="https://www.lancaster.ac.uk/pre-school/about-us/useful-information/terms--conditions/">https://www.lancaster.ac.uk/pre-school/about-us/useful-information/terms--conditions/</a>;
- d. Sports Centre Membership: <a href="https://www.lancaster.ac.uk/media/lancaster-university/content-assets/documents/sports/MembershipTCs2020.pdf">https://www.lancaster.ac.uk/media/lancaster-university/content-assets/documents/sports/MembershipTCs2020.pdf</a>.

#### Personal Light Electric Vehicles

48. Under the UK Road Traffic Act, privately owned electric scooters and electric skateboards are illegal to use on UK highways. This includes public roads, pavements and cycle paths. To maximise road safety and legal compliance, the use of electric scooters and electric skateboards is not permitted on campus. This applies whether on campus roads, cycle paths, footpaths or other pedestrian areas.

# Visas and immigration

- 49. If you are a national of a country that is or becomes subject to UK immigration control, you will need to evidence at the point of registration and whenever requested by the University during your programme that:
  - a. you have a valid immigration status which permits you to undertake and continue your proposed programme at the University; and
  - b. you have clearance under the Academic Technology Approval Scheme (ATAS) if

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important changes to such documents are notified to students. You agree that we can make changes:

if those changes are reasonable and will help the University to maintain or improve good governance, good order or efficient operations (for example, if we have to make changes for health and safety or security reasons or with respect to new or unforeseen challenges);

to comply with the requirements of law or a governmental authority, regulator or accrediting body; or

if the change is agreed to be in the interests of the student body generally following consultation with student representatives.

#### How the agreement under the Contract Terms may end

- 57. The University may terminate your agreement under the Contract Terms if:
  - a. You do not meet, or cease to meet, any condition(s) of the offer to study at the University;
  - b. You do not register with the University in accordance with the Contract Terms;
  - c. You require a visa to enable you to be in the UK to study, but you are not in possession of the required or correct visa or immigration permission to study on your course at the University, or you fail to meet the requirements of your visa;
  - d. The University has reason to believe that you have not supplied accurate and

- h. You materially breach the Contract Terms concerning any matter not covered above in section 49 and do not remedy such breach (where remediable) within 30 days of first written request from the University; or
- i. Any combination of the above applies.

A decision requiring you to leave the University will only be taken in accordance with the relevant procedure and subject to a right of appeal.

## Notices and communication

58. Any notice or other information that is required to be given by either the University o

- 63. You or the University will be treated as giving up a right or claim only if such giving up is done or confirmed expressly in writing. A delay in enforcing a right or granting extra time to comply shall not be treated as giving up a right or a claim unless and until confirmed as such expressly in writing.
- 64. The Contract Terms shall only be enforceable by the University and you. No other person, organisation or entity has any rights to enforce any of the Contract Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 65. You can only assign or transfer rights and/or obligations under the Contract Terms to a person, organisation or entity that is not a party to the Contract Terms with the express prior written consent of the University.
- 66. Your rights or claims (and the University's rights and claims) under the Contract Terms will apply without reducing or harming the meaning or application of any other right or claim of that party under the Contract Terms.
- 67. References to "shall" and "will" have the same meaning and effect as the expression "must".
- 68. A reference to any legislation includes: (i) all applicable subordinate legislation, and (ii) all applicable amendments, restatements and re-enactments from time to time.