

Lancaster University Key Terms Summary for Applicants and Students

This document provides a summary of the key terms in the University's Terms and Conditions for applicants and registered students and outlines how the terms could impact on you. The Terms and Conditions (and component parts, which, for the avoidance of doubt, includes this document itself) are available at the following pages:

Undergraduate:

<http://www.lancaster.ac.uk/study/undergraduate/admissions/specific-admissions-queries/>

and

<http://www.lancaster.ac.uk/study/undergraduate/admissions/terms-and-conditions-for-students/>

Postgraduate:

<http://www.lancaster.ac.uk/study/postgraduate/how-to-apply-for-postgraduate-study/terms-of-postgraduate-offers/>

and

<http://www.lancaster.ac.uk/study/postgraduate/how-to-apply-for-postgraduate-study/terms-and-conditions-for-students/>

This Summary document forms a part of the student contract and its purpose is to assist applicants and students in understanding their contract with the University. **However, please ensure you read all the contractual information provided to you, including the Programme Handbook and the detailed requirements of your course.** In particular, you should read the full Terms and Conditions carefully prior to accepting an offer of a place at the University. You should do so by checking the website again before accepting an offer or formally registering as a student, since the University may make changes to these documents from time to time. You will re-register as a student of the University at the beginning of each academic year.

When do I become bound by a contract with the University?

If you decide to accept an offer of a place at the University, a contract will be formed between you and the University at that time. Your rights and obligations to the University and the University's obligations to you under that contract are set out in full at the URLs provided above and form the terms and conditions of your contract. If you do not complete the registration process and register as a student at the University by the deadline you are given, the contract will automatically terminate at that date. If your offer is conditional on you meeting entry requirements or obtaining satisfactory approvals, e.g. Disclosure and Barring Service (DBS) check, the University will decide if any information revealed is unacceptable or incompatible with a place on the programme. You will be informed and will be notified if your offer is withdrawn and the contract will terminate. When you register at the University, a contract is formed between you, as a registered student, and the University. At the point of registration, you (or a nominated third party acting on your behalf) become responsible for paying tuition fees.

After I have accepted an offer, what happens if I change my mind?

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 cancel your Pre-Enrolment Contract at any time without incurring any fees to the University, although the University may retain any deposit you have paid.

I'm coming to Lancaster as an overseas student, is there anything additional I need to know?

If you are a national of a country outside the European Union, European Economic Area or Switzerland and subject to UK immigration control then, in order to register at the University, you will need to evidence that you have a valid immigration status to undertake your proposed programme.

You will be responsible for ensuring that you comply with the terms of your student visa whilst studying at the University, including requirements for attendance. If you choose to take up paid employment on a part-time basis, you must ensure that such work does not exceed the amount allowed by law. Please note that if you choose to withdraw

from your studies, if your registration is terminated by the University or if you are granted permission to interrupt your studies, this will affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

Your visa will automatically be revoked if your registration is terminated for any reason. In such circumstances, our normal refund conditions will apply.

I have registered as a student but I have changed my mind. What happens now?

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 full refund of any tuition fees paid to the University. To cancel your place, you must notify the University in writing.

For new students who register in person, there is no statutory cancellation period. However, should you change your mind about studying at the University up to and including Friday of Week 1 of the Michaelmas Term you will not be charged tuition fees and the University will refund in full any tuition fees paid.

Full details of the charges made for withdrawal thereafter are detailed in the Undergraduate and Postgraduate withdrawal and tuition fee policies that form part of your terms and conditions. If you are considering withdrawing, you are strongly encouraged to discuss the implications in advance with relevant University staff in Student Based Services and with anybody paying fees on your behalf (e.g. sponsor/employer/funding body), since such decisions may have significant financial implications. You will be responsible for any accommodation or other payments due to the University.

In what circumstances can the University terminate my contract?

The University may terminate your contract if you materially breach the Terms and Conditions, or in relation to certain breaches of the University's regulations. Examples of such circumstances include (but not exclusively) where:

- Your academic performance is not satisfactory as specified in the relevant section of the Manual of Academic Regulations and Procedures (see: <https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>);
- You are excluded from the University for breach of the academic or non-academic disciplinary regulations, or in relation to Fitness to Practise, Fitness to Study, attendance;
- You do not pay your tuition fees in accordance with the invoice sent to you;
- You are an overseas, non-EU national and 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, and;
- The University has reason to believe that you have not supplied accurate and complete information and/or have supplied false or misleading information relating to your application to the University or relevant changes in your circumstances (i.e. criminal convictions).

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. Full details can be found in the full Terms and Conditions.

Can the University make changes to my programme, discontinue modules or other aspects of the Terms and Conditions?

The University may make such changes, but only in certain circumstances including taking account of the impact of any change on the students affected and consulting on major changes. Please refer to the full Terms and Conditions and the Guidance to Minor and Major Revisions to Programmes and Modules (<https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>) for further details.

What happens if planned teaching is cancelled or rescheduled?

You should be aware that there may be times when scheduled sessions are cancelled for unavoidable reasons (for example, staff illness, power loss, severe weather conditions or similar). As such, the University reserves the right to reschedule or, if it proves necessary, cancel timetabled teaching. Any changes or cancellations will normally be communicated to you by email as soon as they are known about, however, there may be occasions when planned teaching is cancelled on the day of delivery. Where a class is rescheduled or cancelled, suitable alternative

arrangements will normally be put in place. In the event that the session is cancelled altogether and it has not proved possible to make arrangements for alternative provision, the content of that session will not be included in summative assessments.

Will the University increase my tuition fees for subsequent years of study?

The fees for the first year of your course for your year of entry and any other costs associated with the course are set out on the course pages of our website. The University will not increase the tuition fee you are charged during the course of an academic year. If you are studying on a programme of more than one year's duration, the tuition fees for subsequent years of your programme are likely to increase each year. If you are a student domiciled in the UK or EU, fees for subsequent years of your course may be subject to change due to the regulation of fees by the UK government. Normally the government gives prior warning of changes. The University reviews other fee levels annually and may increase fees for subsequent years and will give prior warning of fee increases. Details of fees in subsequent years of study, including indicative levels of increase and the rationale for these are available here: <http://www.lancaster.ac.uk/study/all-fees-and-funding/fees-in-subsequent-years/>

Tuition fees do not include any charges for accommodation, catering, examination re-sits, extensions to the designated period of study, travelling expenses and requirements which may be related to your programme of study (e.g. the cost of field trips). Charges related to your programme of study are detailed on the course programme pages and your Programme Handbook.

For further information on student fees please refer to the full Terms and Conditions.

What happens if I do not pay my tuition fees or other sums for which I am liable?

Every student becomes liable for the full sessional fee on registration, and payment must be made according to the invoice that is sent to each student. You are responsible for ensuring that your fees and all expenses relating to your course are paid in full and on time. The University may refuse to register a student who, on request before or at the time of registration, is unable to show that they have, or may reasonably expect the means, to pay his or her fees and meet other financial commitments whilst a student. The University's requirements on the payment of fees can be found in the Manual of Academic Regulations and Procedures (MARP) (see: <https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>)

If you do not pay your tuition fees in full or on time, you may not be allowed to progress on your programme or you may be expelled from the University. The University may also take legal action against you to recover any unpaid fees. If you do not pay any other (non-tuition) fees or other sums you owe, the University may take action to recover those sums. This may include withholding service for which you owe money, e.g. if you do not pay library fines you may not be allowed to access the library or use some or all of its facilities, or, exceptionally, taking legal action against you.

Will I still be liable for tuition fees if I withdraw from my course or if I am excluded?

Tuition fees are not normally refunded in respect of a student who withdraws or is excluded during the session.

Do I need to pay a deposit?

Deposits are levied for certain programmes and/or categories of student. Any deposit will be credited to your fee account at Lancaster University and will be deducted from the total fee payable at registration (n.b. interest is not paid). Where a deposit is required to secure a place on your chosen programme, you will be advised of this on our course pages or in your offer letter. 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. You should therefore arrange the necessary funds you require for your deposit, before you apply to the University.

Who will own Intellectual Property I might generate in the course of my studies?

As a general principle, the University recognises that each student is the owner of the intellectual property s/he/they creates in the course of his/her/their studies, however, this is subject to exceptions. Please see the Intellectual Property Regulations for Students for more details (<https://www.lancaster.ac.uk/media/lancaster-university/content-assets/documents/strategic-planning--governance/publication-scheme/5-our-policies-and-procedures/Intellectual-Property-Policy.pdf>).

What happens if I breach the Student Discipline Regulations?

The expectation of the University is that all students conduct themselves appropriately and in accordance with all relevant regulations and policies. However, where a student does not, the University may consider this as a breach of the Student Discipline Regulations or a breach of related regulations concerning the use of the Library and computing services facilities. A range of sanctions from 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 are set out in full in our Terms and Conditions.

What happens if I breach the academic regulations?

If you do not meet the requirements of the regulations set out in the Manual of Academic Regulations and Procedures (<https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>), you may not be allowed to progress to the next stage of your programme or you may be required repeat assessments for elements of your programme. In the most serious of cases you may be excluded from the University and you may not receive the qualification for which you are studying.

If you breach the regulations set out in the Manual of Academic Regulations and Procedures (<https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>), you may be subject to academic discipline processes (e.g. in relation to plagiarism, cheating in examinations). In such cases the sanctions can range from reductions in your marks, to a requirement to repeat assessments and, depending on the seriousness of the misconduct, this may lead to your exclusion from the University, in which case you may not complete the course or receive the award for which you have registered. The Manual of Academic Regulation and Procedures is provided in full as part of our Terms and Conditions.

How will the University protect my Personal Data?

Please refer to the Student Privacy Notice for information on how the University complies with the General Data Protection Regulations. The Privacy Notice details the legal bases for the processing of your personal data, the categories of personal data held, the purposes for which such data is held, the safeguards in place to secure your personal data, organisations to whom the University may disclose your personal data, and students' rights and responsibilities in relation to their personal data. See <https://www.lancaster.ac.uk/privacy/student-privacy/> for further details.

Are there limits on the University's liabilities to me once I'm registered as a student?

APPLICANTS' AND REGISTERING STUDENTS' ATTENTION IS SPECIFICALLY DRAWN TO THIS SECTION

The University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services. However, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). In light of this you are advised to insure your property against theft and other risks.

The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

The University shall not be liable for failure to perform any obligations under its contract with you where such failure is caused by any act or event beyond the University's reasonable control. This includes events such as acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm, pandemic and national emergencies (these are collectively known as "Force Majeure Events"). However, should the University be subject to a Force Majeure Event, it will take reasonable steps to minimise the disruption to your studies.

How do I make a complaint about the admissions process as an applicant?

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.

How do I make a complaint about the University as a registered student?

Please refer to the Student Complaints Policy and Procedure. This is detailed in the Manual of Academic Regulation and Procedures (<https://www.lancaster.ac.uk/academic-standards-and-quality/marp/>) within our full Terms and Conditions) and the online guidance here: <http://www.lancaster.ac.uk/complaints-procedure/>

What legal framework applies to my contract with the University?

Your contract with the University and any dispute arising from it (including non-contractual disputes) shall be governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

How do I contact the University?

The contact details for the University are as follows:

Post:

Lancaster University
University House
Bailrigg
Lancaster
LA1 4YW

Telephone: 01524 65201

Fax: 01524 846243

Web: www.lancaster.ac.uk

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