

Terms and Conditions (Research Degrees)

1. Key Documents forming your Contract

- 1.1 Your legal relationship with the University is comprised of these terms and conditions and the following key documents, codes and policies: -
- 1.1.1 Your Offer Letter;
 - 1.1.2 These Terms and Conditions (Research Degrees);
 - 1.1.3 Senate Regulations - [Senate Regulations](#);
 - 1.1.4 Admission and registration for Research Degree Programmes including minimum entry qualifications and language requirements for research programmes of study ([Senate Regulation9](#))
 - 1.1.5 The relevant University Research Degree information for your course of study including compliance and registration with any professional, statutory, regulatory or other body;
 - 1.1.6 Withdrawing from your studies policy - [Withdrawing from your studies](#);
 - 1.1.7 Refund policy ([Refund policy](#))
 - 1.1.8 Code of Practice for Admissions - [Code of Practice for Admissions](#); and
 - 1.1.9 Student Information Privacy Notice - [Student information privacy notice](#).

Where there is a conflict or inconsistencies in the above listed documents, the Senate Regulations will prevail.

- 1.2 When you accept your offer, you enter into a legal contract with the University, which comprises these terms and conditions and the documents referred to in section 1.1 above (the “Contract”). You should read through these terms and conditions and all the documents referred to in section 1.1 carefully before you accept your offer because by accepting your offer, you will be accepting to be bound by these terms and conditions and the documents referred to in section 1.1. If you have any queries about any of the above documents, your Contract generally, or your studies at the University, please contact the University at qualoffice@leicester.ac.uk.
- 1.3 The University would like to draw your attention to the following Senate Regulations which set out the requirements that students must meet in terms of academic performance and conduct in order to complete a University programme and achieve a qualification. These are:
- 1.3.1 Senate Regulation 3 governing fees which sets out the requirements relating to payment of tuition fees.
 - 1.3.2 Senate Regulation 4 governing student obligations which sets out the requirements to engage with your course of study
 - 1.3.3 Senate Regulation 9 governing research degree programmes of study. These regulations set out the academic requirements that a student must meet to progress between the levels of their programme, to be awarded a degree.
 - 1.3.4 Senate Regulation 11 which sets out the University’s Code of Student Conduct and expectations, as well as the range of sanctions that may be applied in the event that the regulation is breached.
- 1.4 If you breach the University’s Senate Regulations, particularly with respect to meeting academic requirements or Student Conduct and Discipline, the University may impose a range of academic or non-academic sanctions. These can include suspension of studies, temporary exclusion or expulsion from the University.

- 1.5 If you would like a paper copy of the Senate Regulations to be sent to you, please contact qualoffice@leicester.ac.uk
- 1.6 In addition, the University's [Student Information Privacy Notice](#) contains important information regarding the use of your data. This includes sharing your data with other sections of the University and also the Students' Union before you formally register, to enable the University to provide you with the best possible service before registration. Please read the policy carefully before accepting the offer. If you have any concerns or questions about the use of your data by the University, please contact Information Assurance Services at ias@le.ac.uk

The University is a registered (fee cap) provider with the Office for Students and has the right to issue its own degrees under UK law. However, University of Leicester qualifications may not always be recognised outside the UK. If you are intending to use your University of Leicester qualifications for employment purposes or further study outside the UK, it is very important that you ensure that the qualification will meet the relevant local requirements for your chosen career, employer or study goals before commencing your studies. The University is unable to guarantee that its qualifications will be recognised in all circumstances. For further information, research degrees students are advised to contact pgrapply@le.ac.uk

- 1.7 The University has a duty of care to safeguard students and staff who attend the University, as well as to support all students throughout their time of study at the University. Applicants who are successful in securing an offer from the University to study undergraduate and postgraduate programmes are required to disclose any relevant, unspent criminal convictions they hold. Any such convictions that are declared will be processed in line with the [University's policy for handling applications from applicants declaring criminal convictions](#). If it is later found that a relevant, unspent criminal conviction has not been disclosed or has been withheld by the applicant at the time of accepting their offer from the University, the University reserves the right to take steps to review the terms of the offer made, which may include withdrawing the offer of a place. If you do not wish to accept the University's offer of a place, then you do not need to make any disclosure of relevant, unspent criminal convictions.

2. Accepting your offer

- 2.1 Please log on to [MyStudentRecord](#) and follow the instructions to accept your offer.
- 2.2 By accepting an offer in accordance with one of the methods described in this section 2, you enter into the Contract with the University.

3. Cancellation rights before your course starts

- 3.1 You have a statutory right to cancel the Contract with the University without liability within 14 days of accepting your offer. In addition to this right, the University will allow you to cancel the Contract before the start date of your course, however if you have paid a deposit, the University may be able to retain your deposit – please read clause 5 of these terms and conditions carefully.
- 3.2 Further information on cancellation rights and terms before your course start date are set out in Senate Regulation 3 ([Senate Regulation 3](#)) and the University's Withdrawal Policy ([Withdrawing from your studies](#)).

4. Cancellation rights after your course starts

- 4.1 You can cancel your Contract with the University at any time after your course start date (your course start date should be detailed in your offer letter). Whether you are eligible for a refund of your tuition fees and how much you may be refunded will depend on when you cancel the Contract after your course start date. Section 5 of these terms and conditions set out when you are entitled to a refund of your tuition fees and your deposit. You should read section 5 of these terms and conditions carefully.
- 4.2 If you wish to exercise this right to cancel after your course start date, you must send written confirmation by e-mail to:
 - 4.2.1 The Doctoral College pgresearch@le.ac.uk
 - 4.2.2 Complete the online withdrawal process on [MyStudentRecord](#).

You can choose to, but do not have to, use the cancellation form template in Appendix A at the end of these terms and conditions when providing us with your written notice of cancellation.

- 4.3 Further information on cancellation rights and terms, including withdrawing from your Course after the start date of your Course, are set out in [Senate Regulation 3](#). Please also read the [Refund policy](#) for further information about what happens when you withdraw after the start date of your Course.

5. Refunds of tuition fees

- 5.1 If you cancel the Contract and your place of study within 14 days of the commencement of your Course start date, you will be entitled to a refund of any tuition fees paid.
- 5.2 If you or the University cancels the Contract 14 days after the commence of your Course start date (as set out in your offer letter), your tuition fee liability will depend on the type of course you are studying and is in accordance with the University's [Refund policy](#)
- 5.3 Consequences for not paying your tuition fees. Senate Regulation 3 sets out your obligations to pay your tuition fees and particular attention is drawn to Senate Regulation 3.28 and 3.29 which set out the sanctions that may be applied to a student who does not pay their tuition fees or has a tuition fee liability at the time they may wish to graduate. These sanctions range from you not being able to resume your programme of study to not being awarded your degree, diploma or certificate.

6. Variation and liability

- 6.1 The University endeavours to ensure that the content of its prospectus, programme specifications, website content and all other materials are complete and accurate. The University regularly reviews its programmes and modules to ensure that they reflect the current status of the discipline and offer the best learning experience to students. On occasion it may be necessary to make some alterations to particular aspects of a course or module.
- 6.2 The University may need to make changes to the provision of your course of study for the following reasons:
 - 6.2.1 the unavailability of key staff to provide adequate research supervision
 - 6.2.2 changes in the University's facilities or availability to the extent that the quality of research facilities would be affected to the detriment of the students;
 - 6.2.3 changes or developments in knowledge, research methods or other enhancements to programmes which may include restructuring, removal or addition of content;

- 6.2.4 changes required to meet external requirements including but not limited to conditions imposed by accrediting bodies, changes in legislation or other statutory requirements;
- 6.2.5 the outcome of internal regulatory or policy review, for example a change to the Senate Regulations;
- 6.2.6 in response to feedback from students, external examiners or other stakeholders; or the way in which assessment, probation/progress review and final examination including viva voce examinations are carried out.

6.3 Depending on the reason for varying your research degree programme, the action that the University can take following the occurrence of one of the events in clause 6.2 is:

- 6.3.1 altering the supervision of training arrangements;
- 6.3.2 varying the location at which the course is provided or the probation /progression review / viva voce assessment is carried out;
- 6.3.3 varying the way in which assessment is carried out;
- 6.3.4 altering the methods of learning, teaching or delivery at module or programme level;
- 6.3.5 updating the academic content, method or delivery of teaching of modules to reflect developments in knowledge; or
- 6.3.6 cancelling or changing a research degree programme or part of the specification more substantially such as the addition or removal of training modules.

The action the University takes under this clause will depend upon the circumstances prevailing at the time and the reasons for it exercising this power. Altering your research training, varying the location at which your research is provided or the probation meeting is taken are examples of what the University would deem to be minor changes. Minor changes are changes that are unlikely to significantly affect your course or programme. We will notify you of such changes as soon as the University reasonably can.

- 6.4 If any of the circumstances detailed in clause 6.2 occur and the University proposes to make a change, the University will, where reasonable, consult with you and ensure that you have as much notice as possible of the change.
- 6.5 If the change is what the University deems to be a significant change, then the University, where reasonable, will contact you as soon as possible about the change and to seek your agreement before making them (and the University will endeavour to contact you in writing at least 25 days before the significant change is due to take place). A significant change includes but is not limited to changes to core elements of your course such as in the circumstances as set out in clauses 6.3.4 or 6.3.6. If you do not agree to a significant change, the University will in consultation with you, work with you to find a mutually agreeable alternative. This could include offering you an alternative course or programme (as appropriate) or the opportunity to cancel your Contract with the University and obtain a refund of any advance payments that you have made for that year of study. In these circumstances, if the change takes place after your first year, the University will be entitled to retain its fees for your previous year or years of study, as appropriate. The University will also provide support and assistance to you with finding an alternative course provider where necessary.

Liability

- 6.6 Nothing in your Contract with the University shall limit or exclude the University's liability for: -
 - 6.6.1 death or personal injury arising from the University's proven own negligence;
 - 6.6.2 fraud or fraudulent misrepresentation; or
 - 6.6.3 any other matter which the University is not permitted to exclude or limit liability in law.
- 6.7 The University will not be liable to you for loss or damage to, or theft of, your property including but not limited to loss or damage to, or theft of, your vehicle(s), bicycle(s), computer equipment

and any other personal items unless the loss, damage or theft is as a direct result of the University's negligence.

6.8 The University may be responsible to you and liable to you for direct loss or damage that you suffer as a result of the University's failure to comply with its obligations under this Contract provided that that direct loss or damage is a foreseeable result of the University's breach. Losses are foreseeable if they were an obvious consequence of the University's breach of this Contract or if they were contemplated by you and the University at the time that we entered into this Contract.

6.9 The University shall not be responsible to you nor liable for delay in performing or failure to perform any of its obligations to you if such delay or failure results from events, circumstances or causes beyond its reasonable control which may include, without limit: -

6.9.1 over or under demand by students, staff illness, fire, flood, concern over transmission of communicable disease, governmental actions, war, riots, political unrest, civil commotion, acts of terrorism, occupations, epidemic, labour disputes and acts of God;

6.9.2 industrial action by non-University staff or third parties;

6.9.3 departure of or the unavoidable absence of key members of university staff or specialist staff;

6.9.4 public health requirements such as the outbreak of a communicable disease, pandemic or epidemic;

6.9.5 change in UK laws or European Laws which affect the University;

6.9.6 compliance with a law or government order, rule, regulation or direction and/or any action taken by a government or public authority;

6.9.7 the reduction or removal of government or international funding pursuant or related to Brexit or any other consequences that arise from of the UK's departure from the EU;

6.9.8 damage or interruption to buildings, facilities or equipment;

6.9.9 severe weather conditions;

6.9.10 acts of vandalism, terrorism or security threat;

6.9.11 where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for student registered on it; or

6.9.12 events of national mourning.

The University shall use all reasonable endeavours to mitigate the effect of the events referred to and included in this clause 6.9 in the performance of its obligations to you.

7. Updating these terms and conditions of your offer and the documents referred to in section 1.1

7.1 The University will undertake an annual review of these terms and conditions and the documents referred to in section 1.1 above. This may mean that the University needs to make reasonable changes to these terms and conditions and/or the documents referred to in section 1.1.

7.2 Students will be informed of these changes to terms and conditions and/or the documents referred to in section 1.1 above as soon as reasonably practicable. We will endeavor to let you know within 14 working days of the changes being formally made.

8. Student complaints

a. The University has its own complaints processes to deal with any issues that may arise during the admission process or during your studies with the University:

- i. The [Admissions Complaints Process](#) for applicants and
- ii. The Student Complaints Process ([Senate Regulation 12](#)), for registered students.

9. Governing Law and jurisdiction

- 9.1 The laws of England and Wales govern this Contract between you and the University. You and the University each agree that the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes.

Cancellation Form

Returning this form

For Research Degree students

If you are cancelling your contract before the start of your course:

- Please send to pgrapply@le.ac.uk

If you are cancelling your contract after the start of your course:

- Please send to pgresearch@le.ac.uk

To the University of Leicester

I hereby give notice that I cancel my contract for a place to study on the following course:

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Accepted on:

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Name of student:

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Address of student:

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University of Leicester student number:

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Signature of student:

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Date:

Quality Assurance Document Control		
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