

## Terms and Conditions of Your offer

### Terms and Conditions of a Research Degree Programme offer

#### 1. TERMS AND CONDITIONS OF AGREEMENT RELATING TO THE OFFER

- 1.1 The full terms and conditions of your agreement with the University regarding the Offer are contained in the regulations made by the University's Senate (Senate Regulations).
- 1.2 The Senate Regulations are located at <http://www2.le.ac.uk/offices/sas2/regulations> (as updated and amended from time to time)
- 1.3 The Senate Regulations contain important information about the terms applying to your place to study the Degree Programme at the University, including (but not limited to):
  - 1.3.1 Minimum entry qualifications and language requirements for Research Degree programmes of study ([Senate Regulation 9](#));
  - 1.3.2 Admission and registration for Research Degree programmes ([Senate Regulation 9](#)); and
  - 1.3.3 Fees ([Senate Regulation 3](#)).
- 1.4 You should read the Senate Regulations carefully prior to accepting a place at the University, as the Senate Regulations will govern the terms of your study. If you do not understand anything in the Senate Regulations, or if you have any questions about them or the terms of your study at the University, please contact the University at [pgradmissions@leicester.ac.uk](mailto:pgradmissions@leicester.ac.uk)
- 1.5 If you would like a paper copy of the Senate Regulations to be sent to you, please contact [qualoffice@leicester.ac.uk](mailto: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](mailto:ias@le.ac.uk)
- 1.7 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, please contact [pgradmissions@le.ac.uk](mailto:pgradmissions@le.ac.uk)
- 1.8 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 a Research Degree 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. This policy can be found on our website at [www.le.ac.uk/criminal-convictions-policy](http://www.le.ac.uk/criminal-convictions-policy)

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 THIS OFFER**

- 2.1 If you wish to accept this offer and have applied through the University of Leicester online application form, please log on to [MyStudentRecord](#) and follow the instructions.
- 2.2 If you have applied to the University by completing a paper application form we will include instructions in the offer letter on how to create a MyStudentRecord account so that you can accept the offer.
- 2.3 Alternatively you can email [pgradmissions@le.ac.uk](mailto:pgradmissions@le.ac.uk) to formally accept the offer.
- 2.4 Acceptance of the offer through any of the above methods indicates the beginning of your contract with the University.

## **3. CANCELLATION RIGHTS BEFORE YOUR PROGRAMME STARTS**

- 3.1 You have a statutory right to cancel your contract with the University for the Research Degree Programme within 14 days of accepting your offer.
- 3.2 If you wish to exercise this right to cancel within this 14 day period, you must send written confirmation by email or letter to the address shown on the cancellation form. You can choose, but do not have, to use the cancellation form at the end of these terms and conditions when providing us with your written notice of cancellation.
- 3.3 If you wish to cancel your contract with the University after 14 days of accepting your offer but before the start date of your research degree programme you must send written confirmation by email or letter to the University. The relevant contact details are on the cancellation form at the end of these terms and conditions.
- 3.4 The University will reimburse any programme fees paid by you or a third party on your behalf as soon as reasonably possible. The University will make the reimbursement using the same means of payment used for the initial transaction. If you incur any fees as a result of the reimbursement, the University accepts no responsibility for any such charges.
- 3.5 For the avoidance of doubt, your programme fees will also be reimbursed in full should you: (i) fail to satisfy all of the requirements of a conditional offer; (ii) fail to obtain a student visa, or if applicable, fail to obtain the required ATAS; (iii) be prevented from attending the University as a consequence of exceptional circumstances. You will be responsible for notifying the University in the event of any of the occurrences set out in this paragraph. Notification must be received no later than 14 days after you have accepted your offer.

#### **4. CANCELLATION RIGHTS AFTER YOUR PROGRAMME STARTS**

- 4.1 The University will allow you to cancel your contract with the University for the Research Degree Programme at any time between the Programme Start Date and the expiry of 14 days from the Programme Start Date (Start Date Cancellation Period).
- 4.2 If you wish to exercise this right to cancel within the Start Date Cancellation Period, you must send written confirmation by e-mail or letter to:
  - 4.2.1 Contact The Admissions Office ([pgradmissions@le.ac.uk](mailto:pgradmissions@le.ac.uk)) if you have not yet completed registration.
  - Contact The Doctoral College Office ([pgresearch@le.ac.uk](mailto:pgresearch@le.ac.uk)) if you have already completed registration.

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

- 4.3 The University will reimburse any programme fees paid by you or a third party on your behalf as soon as reasonably possible. The University will make the reimbursement using the same means of payment used for the initial transaction. If you incur any fees as a result of the reimbursement, the University accepts no responsibility for any such charges.
- 4.4 Further information on cancellation rights and terms, including withdrawing from the Programme after the Start Date Cancellation Period, are set out in [Senate Regulation 3](#).
- 4.5 For the avoidance of doubt, your programme fees will also be reimbursed in full should you: (i) fail to satisfy all of the requirements of a conditional offer; (ii) fail to obtain a student visa or, if applicable fail to obtain the required ATAS clearance; (iii) be prevented from attending the University as a consequence of exceptional circumstances. You will be responsible for notifying the University in the event of any of the occurrences set out in this paragraph. Notification must be received no later than 14 days after the course start date.

#### **5. VARIATION**

- 5.1 The University endeavours to ensure that the content of its prospectus, programme specification, website content and all other materials are complete and accurate. On occasion it may be necessary to make some alterations to your degree programme.
- 5.2 The University can amend these terms and conditions including the Senate Regulations and vary your degree programme for the following reasons:
  - 5.2.1 the unavailability of key academic staff to provide adequate research supervision;
  - 5.2.2 changes in the University's facilities or availability to the extent that the quality of teaching would be affected to the detriment of the students;
  - 5.2.3 changes or developments in knowledge or teaching methods;
  - 5.2.4 changes required to meet external requirements such as conditions imposed by accrediting bodies;
  - 5.2.5 the way in which assessment, probation/progression review and final examination including viva voce examinations are carried out

5.3 Depending on the reason for varying your degree programme, the action that the University can take following the occurrence of one of the events in clause 5.2 and which will apply to all offer holders and registered students is:

5.3.1 altering the supervision or training arrangements;

5.3.2 varying the location at which the research is undertaken or the probation/progression review and viva voce examination is carried out; or

5.3.3 cancelling or changing a degree programme or part of the specification more substantially. 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.

5.4 The University shall not be in breach of contract nor liable for delay in performing or failure to perform any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control and includes, without limit, fire, flood, industrial action, change in law, compliance with a law or government order, rule, regulation or direction and/or any action taken by a government or public authority, 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. The University shall use all reasonable endeavours to mitigate the effect of any such event on the performance of its obligations.

5.5 Wherever possible the University will ensure that you have as much notice as possible of the change to ensure that the disruption to your studies is minimised where it is taking action under clause 5.3.1 or 5.3.2 (where the change in location of the course is still within the grounds of the University).

5.6 The University will contact you as soon as possible and in any event will give you 25 days written notice before the relevant change is due to take place where it is taking action under clause 5.3.3. Where this occurs, we will also and in consultation with you, offer 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 during your 2<sup>nd</sup> or subsequent years of study, 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.

## **6. UPDATING TERMS AND CONDITIONS OF YOUR OFFER**

6.1 The University will undertake an annual review of its terms and conditions in line with our Terms and Conditions Policy.

6.2 Students will be informed of any significant changes to the terms and conditions of their offer within 14 working days of the changes being formally confirmed.

## **7. STUDENT COMPLAINTS**

7.1 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:

7.1.1 The [Admissions Complaints Process](#) and

7.1.2 The Student Complaints Process ([Senate Regulation 12](#)).

# Cancellation Form

## RETURNING THIS FORM

If you are cancelling your contract before the start of your Research Degree Programme or before full completion of registration please send to [pgradmissions@le.ac.uk](mailto:pgradmissions@le.ac.uk)

If you are cancelling your contract after you have fully completed registration for your Research Degree Programme please send to [pgresearch@le.ac.uk](mailto: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 degree programme:**

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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:**

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