

## The University of Huddersfield Terms & Conditions

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you whilst you are a student with us.
- 1.2 **Why you should read them.** Please read these terms carefully before you register with us. These terms tell you who we are, how we will provide our courses to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss it.
- 1.3 Your contract with the University consists of the following documents:
- (a) The offer letter that you received, which identifies your Course, and includes information, about the fees that you will pay, and any other factors relating to your offer (including information about the fees that you will pay, and any other factors relating to your offer (including information about any conditions); and
  - (b) The terms set out in this document
  - (c) The student regulations, procedures and forms which are available on our website at <https://hud.ac.uk/registry/current-students/> ; and
  - (d) the policies that you are expected to follow, which are included in the Handbook, referred to below.

### 2. Useful definitions

- 2.1 Throughout these terms, we use some key words to describe our courses. In this clause, we've provided some information on what these terms mean, to help you understand your contract with us.

**Beyond our reasonable control** means events that we could not have foreseen or prevented, even if we had taken reasonable care, as long as we have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include: strikes and other industrial action by non-University staff; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber-attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities, or regulators; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems.

**Course** means the course of study you have applied for.

**Off-Campus Registration** means a course of study which doesn't involve you attending our campus to complete the Registration process.

**Registration** means the point at which you become a student with us. Usually, this will be when you first arrive on campus and are given your student card, but where you are asked to complete Off-Campus Registration, this may be different.

**Handbook** means the student regulations, procedures and forms which are available on our website at <https://www.hud.ac.uk/registry/current-students/>. It sets out all the policies and procedures you are expected to follow whilst you are a student with us. We update the Handbook every year and you will be asked to accept the changes when you re-register with us each year. Any material changes to our regulations and procedures will be driven by best practice and will follow a process of consultation with the Students' Union, unless such changes are necessary in order to implement a new policy or practice required by legislation, or regulatory changes.

**Our Website** means [www.hud.ac.uk](http://www.hud.ac.uk)

**Re-registration** means the point at which you confirm that you want to continue on your course in each subsequent year.

### 3. Information about us and how to contact us

- 3.1 **Who we are.** We are The University of Huddersfield and our address is Queensgate, Huddersfield, HD1 3DH. You can also contact us by telephone at 01484 472288, or by using the contact details on our website.
- 3.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application or, once you have registered via "My Details". You must ensure your contact details are kept up to date at all times.
- 3.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 3.4 **"letter" includes letters sent by email.** When we refer to you receiving an offer letter, we mean either an email communicating our offer to you from UCAS or, if you have not applied through UCAS, a letter (which may be sent via email) direct from us.

### 4. Our contract with you

- 4.1 When you accept an offer of a place with us, you are entering into a contract with us and agree to be bound by these terms and conditions (and any documents referred to in them).
- 4.2 Where your offer of a place is conditional, your contract will not become binding on either of us until you meet all the conditions of your offer (even if we allow you to register and pay your tuition fees). This includes (but is not limited to) any requirements relating to visas or immigration requirements, disclosure and barring service checks, occupational

health clearances or obtaining specific academic qualifications (as described in your offer letter) and completing the Registration process.

- 4.3 If you accept an offer of a place, you can change your mind within 14 days. If you do change your mind, you can let us know either via UCAS (if you are an undergraduate applying via UCAS), by using the cancellation form available on our website, or by writing to us to let us know.

## 5. Off-Campus Registration – Your Right to Cancel

- 5.1 For Courses which involve Off-Campus Registration you have a legal right to change your mind within 14 days of Registration and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 5.2 You have 14 days after the day you have successfully completed Off-Campus Registration to change your mind and cancel your contract. However, once you have completed the course you cannot change your mind, even if the 14 day period is still running.

- 5.3 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Email.** Email us at [study@hud.ac.uk](mailto:study@hud.ac.uk). Please provide details of your course and student number as well as your name and address.
- (b) **By post.** Complete the form available at <https://www.hud.ac.uk/postgraduate/how-to-apply/policies-data-protection/> and post it to us at the address on the form. Or simply write to us at Student Recruitment Team, The University of Huddersfield, Queensgate, Huddersfield, HD1 3DH. Please provide details of your course and student number as well as your name and address.

- 5.4 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment.

## 6. Your Course

- 6.1 We will always try to deliver your course as described on our website at the time you register with us and in your offer letter.

- 6.2 Where modules have been identified as optional, we review the options available on a course each year and we may change the options available to you, to reflect our staff expertise, changes in course requirements or to reflect feedback we have received from other students, employers or other interested parties. Where your course contains optional modules, you will be provided with a list of these in good time so that you can choose the options right for you each year. Sometimes, we may not be able to run a particular optional

module because not enough students sign up for it. Where this may be the case, we will let you know when you are provided with your option choices and you will be able to choose an alternative if one of your selected modules does not run.

6.3 We may also need to make other changes which may affect other aspects of your course, including non-optional modules, course assessment or delivery. Where this is necessary we will only do so where:

- (a) We have to make the change for reasons beyond our reasonable control, as defined at clause 2.1 above, for example if we have to start your course via online learning because the government recommends we keep our campus closed; or
- (b) Where the changes are required in order to maintain accreditation or validation by a professional body; or
- (c) Where we have followed our process in respect of minor, and material changes and the conclusion of that process is that it is fair and appropriate to make the change; or
- (d) Where you have given your consent to make such changes.

The Handbook sets out the procedure we will follow if we need to make such changes. For example, changes might include the module being replaced with a new or alternative module which continues to meet the intended learning outcomes for your course; or we may take the decision based on resource, academic, student experience or health and safety grounds to close part of our campus. Where possible, we will consult with you, although this is unlikely to be possible in emergency circumstances. We will always try to notify you in good time before we make any changes and tell you what your options are if you are not happy with a change made under this clause. Any changes we make, and the options available to you when we make that change, will be in accordance with our Student Protection Plan, which you can read at [Risk Assessment](#).

## **7. Tuition Fees**

- 7.1 When you register as a student, you will need to pay us your tuition fees. The latest tuition fee information is set out on our website.
- 7.2 The Handbook sets out when to pay the tuition fees and your options for paying them in instalments.
- 7.3 You are responsible for ensuring that your tuition fees are paid promptly as per the terms of your invoice and if you are struggling to pay your tuition fees you must contact us as soon as you become aware of that fact.
- 7.4 If you fail the assessment for your module and have already paid tuition fees for a future module, you will have your tuition fees for that future module held on your student account

until you have successfully passed your resit. If you pay for a future module and are subsequently withdrawn from your Course as an academic fail, we will refund the tuition fee for the untaken module in full.

- 7.5 Your tuition fees for your first year of study will be listed on the website and in your offer letter.
- 7.6 Your tuition fees may go up in subsequent years. We will notify you of any increase as soon as reasonably practicable, and in any event not less than four months before the start of the relevant academic year.
- 7.7 Additional costs, where applicable for your course, will be set out separately in your offer letter.
- 7.8 The University may increase its tuition fees each year. For distance learning students paying via instalments, we will not increase your tuition fees in any year by more than UK RPI-X, which is the rate of inflation set by the government.

## **8. Our Obligations to You**

- 8.1 We will use our reasonable efforts to provide you with the course as described in your offer letter.
- 8.2 Sometimes, we may have to cancel one or more of your individual scheduled teaching sessions. Where this is the case, we will try to make this up to you either by rescheduling the session or by making additional teaching materials available online so that you are not unduly affected by this.
- 8.3 Where our ability to deliver a course is affected by factors beyond our reasonable control, we will do our best to notify you of this and minimise the impact of this upon you, but we will not be responsible for any delays or failure to provide the course as described for such reasons.
- 8.4 As a student, you will be entitled to make use of our on-campus and virtual learning environment. These will be available at reasonable times, although they may occasionally be unavailable, for example if we need to undertake maintenance work. We will try to ensure that such works are carried out at times when it will not unreasonably affect you and sufficient notice will be provided.
- 8.5 They may also be unavailable for reasons beyond our control, for example if they are subject to a Distributed Denial of Service attack, or the servers are otherwise offline or inaccessible on account of actions attributable to third parties, such as a cyber attack.

Where this is the case we shall use our reasonable efforts to re-establish the service as soon as practicable and our liability shall be limited to making reasonable adjustments to ensure you are not affected by the lack of availability. For example, if a key IT system is not available on the day you are due to hand in an assessment, we may extend the deadline to account for this.

## **9. Your Obligations to Us**

9.1 When you register as a student at our university, you become part of our community. This means that we have certain expectations of you. These include (but are not limited to):

- (a) You will be expected to ensure that you comply with our Handbook and other relevant policies that apply to students from time to time as you study with us. These will be available on our website and you should read them carefully.
- (b) You are responsible for actively participating as a student at the University, including attending all timetabled sessions and meeting any assessment deadlines set for you. If you are struggling to meet the requirements of your course, you are responsible for raising this with your tutor and complying with University policies relating to extenuating circumstances or extension requests.
- (c) You understand that we will usually communicate with you through your university email account and you must ensure that this is checked regularly.
- (d) You are responsible for ensuring that all payments we request and information we request from you are provided to us in a timely manner.
- (e) You must register and re-register in accordance with any timescales we give you.
- (f) You must try and ensure that you attend all meetings scheduled for you and let us know as soon as possible if, for any reason, you cannot attend.
- (g) You are responsible for ensuring that you have all materials and equipment necessary to complete the course as identified on our website, for example you must ensure you have access to a suitable computer to enable you to access the course.

## **10. Ending the Contract**

10.1 Usually, this contract will automatically end when you complete your course. However, there are certain circumstances in which either you or we can end the contract earlier.

10.2 We may terminate this contract if:

- (a) You do not pay your fees in accordance with the Handbook and the University has followed a fair process in reminding you of your obligation to pay, which you have ignored;

- (b) You do not meet the conditions of your offer within a reasonable time of your course starting (or any deadlines given to you by us);
  - (c) You provide us with information that is false, misleading or inaccurate and we have followed a fair process which includes appropriate engagement and consultation with you about the concerns (during which you will have an opportunity to respond and provide any relevant evidence for consideration) prior to any decision being made;
  - (d) We become aware of other new and materially significant information which causes us to determine that it is not appropriate for you to be enrolled and we have followed a fair process which includes appropriate engagement and consultation with you about the concerns (during which you will have an opportunity to respond and provide any relevant evidence for consideration) prior to any decision being made;
  - (e) You do not register or re-register by any deadlines which are notified to you despite appropriate reminders being provided;
  - (f) You breach the University's policies and/or regulations in such a way that a decision is made in accordance with the Handbook that you should be withdrawn or excluded from the University;
  - (g) You are studying on a professional course which requires you to meet a specific code of conduct and the University considers that you have not met those standards in accordance with our fitness to practice procedures; or
  - (h) You do not meet the minimum progression requirements as set out in the Regulations for Awards at <https://www.hud.ac.uk/policies/registry/awards-taught/> and <https://www.hud.ac.uk/policies/registry/awards-pgr/>.
- 10.3 If the University experiences IT issues preventing the hosting or delivery of online content which lasts more than 12 weeks we will provide a full course refund.
- 10.4 You may terminate this contract at any time if you let us know in writing. If you do decide to leave us, you may be entitled to have some of your fees refunded, as set out in the Handbook.
- 10.5 In addition to the rights to terminate, you or we may suspend the performance of this contract, in accordance with the Handbook or, if applicable, the fitness to practice Handbook.
- 10.6 If this contract is ended early, you must pay us any outstanding fees and return your student card and any property of the University. You will no longer be able to continue on our course and, unless the Handbook says otherwise, you will usually be able to keep any credit you have been awarded.

## 11. Cancellation of Courses

11.1 Sometimes, we may need to cancel a Course. We will only do this where:

- (a) we cannot run the Course for reasons beyond our control, as defined by clause 2.1 above; or
- (b) there is a loss of accreditation by a professional body and we think this would affect the value of your Course; or
- (c) there are insufficient applicants to a Course and we reasonably believe that this would adversely affect our student's learning experience.

11.2 If you apply for a Course, which we cancel before you register, we will let you know in writing as soon as possible after making the decision. Our liability to you for cancelling the Course in this manner will be limited to offering you a place on an alternative, similar course at this University or in offering you assistance in applying for a similar course at another University in accordance with our Student Protection Plan, which can be accessed [Risk Assessment](#). In exceptional circumstances, it may be appropriate to offer compensation for evidenced expenditure incurred in an applicant's attempt to find an alternative course.

11.3 Where you have already registered on a Course which we subsequently decide to cancel, we will notify you as soon as practicable and we will put in place a suitable exit strategy to ensure that you can finish your degree in accordance with our Student Protection Plan [Risk Assessment](#). However if you choose to suspend your studies, this may affect your ability to complete the Course or the module choices available to you and you should discuss this with your personal tutor before taking the decision to suspend. In circumstances where a suspension means that you cannot finish your course at this University, we will offer you a place on an alternative, similar course at this University or offer you assistance in applying for a similar course at another University in accordance with our Student Protection Plan.

## 12. Intellectual Property

12.1 Whilst you are studying on your course, you may create some intellectual property (for example copyright, trade mark, design rights or patentable ideas). Any intellectual property created by you as part of, or in connection with, your Course (including your thesis or dissertation) will belong to you unless:

- (a) the intellectual property was created in the course of a project funded by the University, in which case it will belong to the University, and the University may choose whether or not to exercise its rights; or
- (b) you have chosen to assign the intellectual property to the University, and the University may choose whether or not to exercise its rights; or



- 12.2 you have created the intellectual property in the course of a contract with a third party, for example, a research contract, placement, or secondment, in which case ownership will be determined by terms of the agreement with that third party. It may be necessary for us to change the ownership of intellectual property (for example if you go on placement, the company you work for may require that they own any intellectual property you create whilst you are with them, or the terms of funding for a project may specify who should own the intellectual property). Where this is the case, we will write you to and confirm the intellectual property ownership arrangements.

### **13. Data Protection**

- 13.1 When you apply to us, and whilst you are a student with us, we will need to collect some personal data from you, including special category personal data. We will use this for the following reasons:
- (a) In order to fulfil our obligations to you under this contract;
  - (b) Where it is necessary to comply with statutory requirements;
  - (c) Where it is in our legitimate interests and would not disproportionately affect you; and
  - (d) Where it is in the public interest for us to do so.
- 13.2 If you wish to see more about the information we collect, and how we use it, please read out Data Protection Policy and Student Privacy Notice both of which are available on our website.
- 13.3 By entering into this contract, you agree to us collecting your data and using it as described.

### **14. Your Right to Complain**

- 14.1 We hope that you will be happy with us as an applicant or a student, but we recognise that occasionally we may not meet all of your standards. We welcome feedback and would encourage you to contact us to discuss any problems, questions or concerns you may have, so that we can help you resolve these as quickly as possible.
- 14.2 If you are an applicant, you can also use our applicant complaints policy to make a complaint about the service you have received from us. This is available on our website and sets out how we will handle your complaint and what you can do if you are not satisfied with our response. Our applicant complaints policy is available at [Applicant-Complaints-and-Appeals-Policy.pdf](#).
- 14.3 Once you are registered as a student with us, you can use our student complaints policy. This sets out the steps to take if you wish to make a complaint about your experience as

a student with us, what you can do if you are unhappy with your complaint outcome and provides details of the Office of the Independent Adjudicator, who offer an alternative dispute resolution mechanism if you remain unhappy with the final outcome of your complaint. Our Complaints procedure for students is available at [Student complaints - University of Huddersfield](#).

**15. Our responsibility for loss or damage suffered by you**

- 15.1 If we do not comply with these terms, we are 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, but we are 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 you discussed it with us whilst you were considering applying to us, or were holding an offer for a place with us.
- 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the course.
- 15.3 We only supply the course for domestic and private use. Unless otherwise stated in your offer, we cannot guarantee that your course will lead to a particular job or employment outcome and we will have no liability to you for any loss of earnings, loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.4 If we do not comply with the terms of this contract, where possible you will allow us reasonable time to remedy the breach, for example by allowing us time to provide additional teaching sessions to make up sessions missed if this is possible before your exams.
- 15.5 We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of your legal rights in relation to the course, or if we fail to carry out our obligations in respect of delivery of the course to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for loss or damage which is not foreseeable. Losses are foreseeable if they were any obvious consequence of our breach, or if they were contemplated by you and us at the time you accepted your offer to study. We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student by any person who is not an employee or authorised representative of the University or by any other third party.

**16. Other important terms**

- 16.1 **Nobody else has any rights under this contract** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.2 **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 force and effect.
- 16.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 16.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.