

# Terms and Conditions for Higher Education students



When you complete enrolment on your chosen course at Leeds Arts University ('the University' or 'we/us') a legally binding contract is formed between you and the University.

This document supersedes any previous terms and conditions sent to you in the offer letter so please make sure you read this information carefully.

For returning students, these terms and conditions supersede any terms and conditions that you may have signed in previous years.

The Terms and Conditions relating to your course of study with us, along with the documents listed below, form the Contract between you and the University. This contract outlines the rights, roles and responsibilities of both you as a student and us, the University, and provides a framework so we can work together with you to create a positive learning environment, which will support your academic achievement. We have not provided links to every policy or procedure that will or may apply to your studies or the services on offer to you by the University, but the links below will allow you to find out more information on particular areas.

## Documents

- Your offer letter
- The [Academic Regulations](#) for undergraduate courses 2023-24 or postgraduate courses 2023-24.  
Our Academic Regulations contain very important rules, regulations and processes that apply to your study, please ensure you read these carefully.
- The [Higher Education Tuition Fees and Bursary Policy 2023-24](#).  
This policy provides details on the terms and conditions of payment that you will enter into as a condition of your Contract with us.
- [Other policies and procedures](#) such as Student Disciplinary; Equality, Diversity and Inclusion; Harassment, Sexual Misconduct and Bullying; and Data Protection.  
We have a range of policies that apply to you during your studies with us. These set out various rules and regulations relating to various aspects of your University experience.
- [Academic Integrity Statement](#)  
This outlines our expectations with regard to the work that you produce and submit, and in accepting this statement you agree to abide by it.
- [The HESA Data Collection Notice](#)  
The University has a statutory obligation to share certain items of your personal information with HESA, and this notice gives more detail on what information is shared and why. Please note that HESA is now part of Jisc, who will be the named Data Controller for information provided to HESA.
- [Student Charter](#)  
The University's Student Charter outlines what is expected from students with regard to upholding the University's values and treating others with respect, courtesy and fairness

## Changes to Terms and Conditions

We review and update our terms and conditions annually to reflect the updated [Academic Regulation](#), [Higher Education Tuition Fee and Bursary Policy](#) and updates to [other key policies](#). The University reviews key policies on a regular basis and consults students and staff to seek feedback on how the University can improve. Any changes resulting from these processes will apply to all cohorts and as a result we amend our terms and conditions each year. Changes can also be made to reflect changes in the law and/or regulatory requirements.

You will be provided with a link to the updated Terms and Conditions in the pre-enrolment letter and you will be requested to confirm your acceptance of each year's terms and conditions at enrolment so it is important that you read and understand the documents.

If you need to discuss any aspect of the Terms and Conditions you can contact the University's Academic Registrar - [quality@leeds-art.ac.uk](mailto:quality@leeds-art.ac.uk)

## Courses of Study

The University will make all reasonable endeavours to deliver your course in accordance with the relevant 'Course Details' section of the University's website subject to updates and improvements in content or delivery for educational purposes. Our courses are subject to regular review and development. For example, changes may be made as a result of monitoring and review of courses. Monitoring and review of courses enable course teams to reflect upon and evaluate how the learning opportunities and student experience can be enhanced, and also their currency and validity in the light of developing knowledge in the subject area. We may also make adjustments to aspects of the curriculum to ensure that it is current and reflects development in the subject area; the method of assessment, assessment weightings, and the word length of individual briefs; and adjustments to the learning outcomes and how these are assessed. Very rarely, unforeseen circumstances may force the University to alter, combine or discontinue a course. Should this happen, we will tell you at the earliest possible opportunity and will make every effort to offer suitable alternative provision. Further information is available at <https://a.storyblok.com/f/219744/x/b26508c5bb/he-student-protection-plan.pdf>

## Academic Staffing

Academic Staffing Course teams are made up of lecturers, senior lecturers and course leaders. In addition to teaching, senior lecturers carry responsibilities for organising modules, assessments and managing year groups whilst course leaders are responsible for the overall running of the course and managing the course team. A significant proportion of course teams teach part-time whilst maintaining their own professional practice or engaging in research as part of their work for the University. Information about current course team members can be found on [the course page on the University's website](#). Staffing on courses is subject to change depending on personal career plans and external environmental factors (such as funding changes).

## Communication

Once you have enrolled, you will receive your Leeds Arts University email account. This will be the principal method of communication that we will use to send important information to you. Please make sure that you check your University email account regularly to avoid missing updates and important information about your course or other University related activities. We will not be responsible if you fail to be aware of information because you have not read

your University emails.

### **Degree Awarding Powers**

The University awards its own higher education awards. This means that your bachelor or master degree is awarded by the University.

### **Assignment of Intellectual Property (IP) rights in student work**

The University recognises you as the owner of any IP produced while you are a registered student of the University. However, it is a condition of enrolment that we reserve the right to freely reproduce material and artefacts created by you for administrative, scholarly or promotional purposes in analogue or digital form. You should note that it can sometimes be a condition of sponsorship or engagement by a third party (for example an employer) that IP rights in specific contexts are assigned to the sponsor or third party concerned. Unless otherwise specified, any such arrangements are solely between you and your sponsor or third party and are not part of any Contract with the University.

### **Fees and Costs**

The University charges different levels of tuition fees depending on whether you are classed as a Home or International student. You are bound by our [Higher Education Tuition Fee and Bursary Policy](#) on the payment of fees and the consequences of non-payment.

Please note that Home and International tuition fees are reviewed each academic year and may be subject to change as set out in the Higher Education Tuition and Bursary Policy.

You may be required to pay a proportion or all of your fees if you withdraw or suspend your studies, or if your registration is terminated following disciplinary procedures. Please refer to the [Higher Education Tuition Fee and Bursary Policy](#) for more information.

If your Contract with the University is terminated for whatever reason there may be implications for your agreement with the Student Loan Company or other financial support you may be receiving or due to receive.

### **Data Protection and Privacy**

In completing this Contract, you understand that the University will process your personal data, including your sensitive personal data, in accordance with data protection legislation (including the Data Protection Act 2018, the UK GDPR and the EU GDPR as applicable), our Data Protection Policy and our Student Data Privacy Notice (published online at: <https://www.leeds-art.ac.uk/privacy-policies/student-data-privacy-notice>). The University is registered as a Data Controller with the Information Commissioner's Office.

We do not sell or otherwise transfer your personal data to any third parties unless you have consented to this, or it is permitted or required by law. This includes, for example, the information that we share with the Higher Education Statistics Agency (HESA), the Education and Skills Funding Agency (the ESFA), the Office for Standards in Education (OFSTED), the Office for Students (OfS) and/or UK Visas and Immigration (UKVI).

Our Student Data Privacy Notice explains how we collect and process your personal data, including what categories of information we retain and how we use it. It also gives details on your rights as a data subject, our legal bases for processing your personal data and how long we will hold it for.

In some circumstances it may be necessary for the University to transfer your personal data to a country outside of the European Economic Area, for example if you undertake a study exchange.

The University may use data in the form of photographs of studio situations or general activity in common areas of the University as part of general marketing materials. The University may record lectures and presentations for later access as part of the University's learning resource.

### **Students' Union**

Membership of the Students' Union is automatic upon enrolment. You may opt-out at any time via the Students' Union website or on e-Studio.

### **Right to Cancel**

You have a right to cancel this Contract within fourteen working days after you complete enrolment. If you cancel within this fourteen-day period, you will be entitled to a refund of any fees that you paid prior to the cancellation.

### **Suspensions and Withdrawals**

Further details on your options to suspend or withdraw from your studies after the fourteen-day cancellation period can be found in your [Academic Regulations](#) and the [Higher Education Tuition Fee and Bursary Policy 2023-24](#) and on the portal.

### **Termination**

There are certain circumstances under which this Contract may be terminated. These are all set out in the [Academic Regulations and supporting policies](#).

### **Liability**

Nothing in these Terms and Conditions is intended or shall operate to exclude or limit the University's liability for:

- i. fraud or fraudulent misrepresentation;
- ii. death or personal injury caused by negligence of the University or its employees; or
- iii. your statutory rights as a consumer.

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 (or theft of) 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 any delay or failure to perform any obligations under these Terms and Conditions where such delay or failure is caused, contributed to or made

worse by any act, circumstance or event beyond the University's reasonable control.

This may include but is not limited to events such as acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire or flood caused by something other than the University's negligence, storm, a new pandemic or other epidemic or a change or adverse development in an existing pandemic or other epidemic, a new law or Government restriction or a change in an existing law or Government restriction and national emergencies (these are collectively known as "Force Majeure Events").

However, should the University be subject to a Force Majeure Event, it would take reasonable steps to minimise the disruption to your studies.

The University shall not be liable for any proportion(s) of any loss or other liability caused, contributed to or made worse by any person or entity that is not the University, a sub-contractor of the University or their respective employees or representatives.

The University and you will cooperate and act in good faith in notifying and seeking to discuss and resolve disputes in a time and cost-efficient manner.

### **Complaints**

The [HE Students Complaints and Resolution Policy and Procedure](#) outlines the informal and formal processes in place for if you wish to bring forward a complaint. This document also outlines your right to take your complaint to the [Office of the Independent Adjudicator for Higher Education](#) (OIA) once all internal avenues for resolution have been exhausted, and provided that the complaint is eligible under the OIA's rules.

### **Regulation**

The University is regulated by the Office for Students (OfS), the independent regulator of higher education in England. Please see the [OfS website](#) for further information.