

Terms and Conditions for Higher Education students



When you (a current or prospective student, '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. It is your responsibility to ensure that the information that you submit to us as part of this process is true and correct to the best of your knowledge, and that you keep us up to date with any changes.

This document supersedes any previous terms and conditions provided to you at any prior point, and any information published on our website or prospectus, so please make sure you read this carefully.

These 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 and us, and provides a framework so we can work together with you to create a positive learning environment, which will support your academic achievement. Below we have provided links to some important policies and procedures that will or may apply to your studies or the services on offer to you by the University. Please be aware that this is not an exhaustive list, 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 2024-25 or postgraduate courses 2024-25. 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 2024-25](#). 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](#) including Student Disciplinary; Equality, Diversity and Inclusion 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 Regulations](#), [Higher Education Tuition Fee and Bursary Policy](#) and updates to [other key policies](#). Changes may be made for a number of reasons, which could include:

- Making sure our documentation is fit for purpose, clear and consistent;
- Reflecting changes in the external environment, for example changes in the law, regulatory requirements (such as guidance from the Office for Students), government policy and/or how

- the discipline is practiced externally;
- Reflecting changes to funding or financial arrangements;
 - Incorporating sector guidance and/or best practice;
 - A review of the student experience and feedback we may receive from sources such as student surveys, module evaluations, the ongoing monitoring and review of courses by course teams and/or feedback from external examiners.

Changes will typically come into effect at the start of the academic year, although depending on the circumstances we may introduce some changes mid-year. This may occur, for example, where we consider the change to be necessary in the interest of students, or where something is required under law. We will take all reasonable steps to minimise disruption to you wherever reasonably practicable. Any changes resulting from these processes will apply to all cohorts and as a result we amend our Terms and Conditions each year so that you are made aware at least annually of any changes. For returning students, this means that the new Terms and Conditions you sign each year will supersede any previously signed versions.

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 that we send to you.

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

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, to promote the best quality learning experience for our students.

In certain circumstances such as those outlined above, changes may be needed which could mean adjustments to the form of delivery, teaching and learning deployed; the curriculum; the method of assessment, assessment weightings, the word length of individual briefs; and/or adjustments to the learning outcomes and how these are assessed so that you are receiving the most relevant learning experience that we can offer.

Course alteration, combination or discontinuation

Very rarely, unforeseen circumstances may force the University to alter, combine or discontinue a course. This may happen, for example, if we are unable to guarantee the quality of the student experience, or if the numbers recruited to the course are too low.

Our higher education courses are all based on one site, so there is no risk of separate campus closure, but the University's business continuity plan also considers temporary loss of access to one or more of our teaching buildings. Should this happen, we will tell you at the earliest possible opportunity and will make every effort to offer suitable alternative provision.

How and when we would communicate with you about changes would depend on the nature of the change being enacted. For example, if we are making a material change to a course, we will notify all affected students wherever possible. We will arrange this as soon as we have established the next steps, so that we can clearly communicate with you the information that you will need. If we were to make the decision to close a course, we would teach-out for all students already part way through the course where this is appropriate as per the Student Protection Plan (i.e. where critical mass allows). If need be, advice is available from our HE Student Administration and/or the Student Advice and Wellbeing teams should you wish to explore your options about transferring to another institution.

Further information is available at <https://a.storyblok.com/f/219744/x/7388d5448b/he-student-protection-plan-april-2024.pdf>

Academic Staffing

Academic Course teams are made up of different academic staff members including a course leader, but we are unable to guarantee that any particular member of staff will be available for teaching on any specific courses or modules. 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 Fees and Bursary Policy 2024-25](#) 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 Fee and Bursary Policy, the most up to date version of which is made available to you prior to enrolment each year.

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 Fees and Bursary Policy 2024-25](#) 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:

[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. Your consent will be sought for any photos where you are the sole subject, or where you are easily and clearly identifiable. 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 by following the process outlined on e-Studio.

Right to Cancel

You have a right to cancel this Contract within fourteen days after accepting these Terms and Conditions, which is typically as part of the self-service enrolment process. 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. Should you wish to exercise this right, please contact headadministrators@leeds-art.ac.uk to complete the withdrawal form. They will also be able to discuss with you any necessary next steps.

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 Fees and Bursary Policy 2024-25](#) 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](#), but include, for example:

- If you commit a serious disciplinary offence under our Student Disciplinary Procedure;
- If you have exhausted all opportunities to make sufficient progress through your course, as determined by the Final Exam Board;
- If you fail to engage satisfactorily;
- If you receive a penalty of expulsion from an Academic Misconduct Panel;
- If you fail to pay your tuition fees as per the Higher Education Tuition Fee and Bursary Policy;
- If you have failed to attain credit for two consecutive academic years.

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.

Events Outside of Our Control

Sometimes circumstances beyond our reasonable control, that could not have been prevented even if we had taken reasonable care ('Events Outside of Our Control'), mean that we are delayed or unable to perform any obligations under these Terms and Conditions.

This may include but is not limited to events such as severe weather conditions, natural disasters, political or civil unrest, acts of God, war, terrorism, industrial action or 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 threat to public health or a change or adverse development in an existing pandemic, other epidemic or threat to public health, absence or departure of members of staff, a new law or Government restriction or a change in an existing law or Government restriction and national emergencies (these are collectively known as "Events Outside of Our Control").

The University shall not be liable where such delay or failure is caused, contributed to or made worse by any act, circumstance or Event Outside of Our Control. However, should the University be subject to such an Event, we would take reasonable steps to minimise the disruption to your studies. We will do this by notifying you that the events have occurred by sending an email to your student email address, and taking action which might include, for example:

- changing or deferring the start date for the course
- delivering the course, services or facilities in a different way, for example at a different location or online
- delivering a modified version of the same course
- offering the opportunity to transfer to a different course with us, or providing reasonable support to transfer to a different provider

Where it is necessary due to Events Outside of Our Control to discontinue a course, we will follow our Student Protection Plan.

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.

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 about the following matters:

- Failure of the University to meet obligations including those outlined in course/student handbooks;
- Misleading or incorrect information in prospectuses or other information provided by the University;
- Concerns about the delivery of a course, teaching or administration;
- Poor quality of facilities, learning resources or services provided directly by the University.

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.

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.

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.