

# **The Student Contract**

## **September 2020 to May 2021**

### **Intake**

Coventry University with the support of  
Coventry University Online

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# **The Undergraduate Student Contract September 2020 to May 2021 intake**

Coventry University

**Undergraduate Online Students**

## What you need to know

Coventry University Online together with Coventry University, Coventry University London Campus, CU Coventry, CU London and CU Scarborough come together to form part of the Coventry University Group (the “University”).

Your online degree will be delivered and awarded by Coventry University with the support of Coventry University Online.

The University believes it is important that you understand the key terms, conditions and regulations that the University will apply and rely upon in its future relationship with you. We have tried to make our small print user friendly but it's important that you read the following sections so that you understand the 'legal bits' of the Student Contract.

By accepting your offer of a place with us, a Student Contract (“the Contract”) will be formed between you and the University. The Contract will detail the rights and the obligations that you will be bound by during your time as a student. It will also contain all of the obligations that the University owes to you. The terms and conditions of the Contract are set out in the documents listed below:

- Your offer letter and application form Terms and Conditions
- The undergraduate prospectus (relevant contractual sections only)
- *The University General and Academic Regulations* ([www.coventry.ac.uk/the-university/key-information/registry/general-regulations/](http://www.coventry.ac.uk/the-university/key-information/registry/general-regulations/) and [www.coventry.ac.uk/the-university/key-information/registry/academic-regulations/](http://www.coventry.ac.uk/the-university/key-information/registry/academic-regulations/) )
- The Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online ([https://www.coventry.ac.uk/globalassets/media/global/09-about-us/key-information/registry/ug\\_pg\\_online-students\\_tuition\\_fee\\_and\\_-refund\\_terms\\_-and\\_-conditions\\_-2020-21.pdf](https://www.coventry.ac.uk/globalassets/media/global/09-about-us/key-information/registry/ug_pg_online-students_tuition_fee_and_-refund_terms_-and_-conditions_-2020-21.pdf) )
- The University’s Flying Start Terms and Conditions ([www.coventry.ac.uk/study-at-coventry/student-support/flying-start/](http://www.coventry.ac.uk/study-at-coventry/student-support/flying-start/) )
- The Privacy Notice (<https://livecoventryac.sharepoint.com/:w:/s/externalstudentdocuments/Edw5mo5SzdJAs2dKfNwJ4rIB6YXFva4x8kUb3wd5v-YI5Q?rttime=fsXFeG-10g>)
- *Course Programme Specification*
- Specific course information and requirements as detailed on *our website*

For further information on the University’s regulations and policies, please visit [www.coventry.ac.uk](http://www.coventry.ac.uk).

## *Your guide to the small print*

### **Application and admission to the University**

You must provide accurate and complete information in your application form. If you do not, the University has the right to withdraw the offer made to you or if you have begun your course of study the University has the right to withdraw you from your course. *[See General Regulations 1.3].*

### **ID and Qualification Verification Process**

ID and Qualification verification is a mandatory part of the University application process. Candidates will be expected to upload all required ID and Qualifications onto the University application portal or via email. In some instances, a further ID check may be necessary which might involve a skype or video conference call or the use of a 3<sup>rd</sup> party provider to ascertain the necessary verifications. The University reserves the right to withdraw any offer made to an applicant in instances where ID and/or Qualification verification is not deemed satisfactory.

Candidates should also be aware that if during their studies it is found that the ID and/or Qualifications presented by them at the verification stage was incorrect, the University reserves the right to withdraw the student from their studies. *[See General Regulations 1.3].*

### **Specific course entry requirements**

The entry requirements for your chosen course are detailed in the boxed-out section of the course pages in the prospectus, on the University website and in your offer letter where conditional. Please review these requirements to ensure that you are eligible for entry to your chosen course. If you are found not to have all of the relevant entry requirements, the University has the right to withdraw its offer to you. *[See General Regulations 1.3].*

### **Criminal convictions**

All applicants who accept the offer of a place and all students are required to disclose criminal convictions which fall within the University's 'Disclosure of Criminal Convictions Standards'. On disclosure in accordance with the 'Disclosure of Criminal Convictions Policy and Procedure' a risk assessment may be carried out to assess the risk to other students and staff *[See General Regulations 2.15].*

For some courses, your offer of a place may be conditional on you obtaining a Disclosure and Barring

Service ('DBS') check.

If the result of a risk assessment or a DBS check is unsatisfactory, or it is found that any convictions or other information supplied is incompatible with the requirements of the course, the University will notify you and withdraw its offer to you / withdraw you from the course [See *General Regulations 1.3*].

Any change of circumstance should be brought to the attention of the admissions tutor or, if you are already studying with us, the course director and a risk assessment may be undertaken in accordance with the 'Disclosure of Criminal Convictions Standards'.

### **Fitness to practise**

If you are applying for a course that leads to registration with a professional body (e.g. Nursing, Social Work), once you have received an offer you may be contacted regarding certain health and immunisation criteria and your place may be conditional upon your suitability.

In addition, to enrol onto your course, you may also be required by the professional body (e.g. the NHS) to present a *Code of Professional Conduct and Fitness to Practise statement*. This additional information will include mental health and welfare considerations and failure to meet the required Fitness to Practise standard will lead to the University withdrawing its offer to you.

Adherence to the Fitness to Practise Standards is an ongoing requirement throughout your enrolment at the University and any change in your circumstances that may affect your Fitness to Practise should be declared to the University, may be investigated in accordance with the Fitness to Practise Standards, and could result in you being withdrawn from your course. [See *General Regulations Appendix 7 clause 5*].

### **Duration of registration**

As a full-time undergraduate level 6 top-up student on a 12 months course, you must complete your undergraduate level 6 top-up degree within 24 months.

As a part-time undergraduate level 6 top-up student on a 24 months course, you must complete your undergraduate level 6 top-up degree within 4 years

This period includes periods of suspension, interruption of studies and withdrawal from the University. [See *Academic Regulations 7.3.4*].

As a full-time undergraduate student you must complete your degree within six years. This period includes periods of suspension, interruption of studies and withdrawal from the University. [See *Academic Regulations 6.4.8 / 6b.4.9*].

For students that switch between part-time and full-time modes of study, their maximum period of registration shall be calculated on a pro-rata basis to the full-time equivalent.

### **Your cancellation rights**

Once you have accepted your offer of a place on a University course delivered online, you will have 14 days in which to cancel your acceptance (“the Cancellation Period”) and you can do so for any reason.

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement. You may use the model cancellation form at the end of this document, but this is not obligatory. The University will accept notice of cancellation sent by email to [ugonlinedegreesupport@coventry.ac.uk](mailto:ugonlinedegreesupport@coventry.ac.uk).

If you cancel your acceptance within the Cancellation Period, any fees paid by you to the University will be refunded in full. If you start your course within the Cancellation Period, the University has the right to charge you a reasonable sum for the course provided. The University will process refund payments in accordance with the *Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online*. Before accepting your Offer to Study and/or enrolling with the University, please read the latest version of the ***Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online***, which will be published on Coventry University’s webpages and/or can be requested from [ugonlinedegrees@coventry.ac.uk](mailto:ugonlinedegrees@coventry.ac.uk)

If you have paid in full, depending on when you cancel the Contract, the University may be entitled to keep a proportion of your tuition fees.

You will find the University’s full cancellation terms and details regarding payment of tuition fees on our website within the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online. ([www.coventry.ac.uk](http://www.coventry.ac.uk))

### **Changes to course modules or services**

The University will make all reasonable efforts to deliver and assess courses and research opportunities leading to its awards as described in the materials published by the University.

The University reserves the right to vary arrangements in exceptional circumstances which are beyond the University’s reasonable control. Examples of such circumstances may include:

- (a) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an

- appropriate quality of education to students enrolled on it
- (b) the unexpected absence or departure of a key member of staff
  - (c) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
  - (d) fire, explosion or accidental damage
  - (e) collapse of building structures, failure of machinery, computers or vehicles
  - (f) labour disputes, including strikes and industrial and other action
- 
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water
  - (h) the acts, decrees, legislation, or restriction of any government

Where such events occur, the University will seek to minimise the impact on the student learning experience by, for example:

- (a) delivering a modified version of the same course;
- (b) delivering a modified version of an assessment;
- (c) making available to affected students such learning or other support and other services and facilities as it considers appropriate;
- (d) offering affected students, the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another university;

but to the full extent that is possible under law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances. Note that the University does not exclude or limit in any way its liability for (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.

The University will provide continued assurances of the standard and quality of the award. You will be informed of any changes to the learning support, services, assessments and facilities by the University as soon as is practicable.

In addition to the circumstances described above, the University will be entitled to make reasonable changes to its courses where that will enable the University to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

- (a) the content and syllabus of the course where developments in the subject area make that necessary
- (b) the method of delivery of the course



In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify the affected students in advance about any changes that are required. If the University changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another university. *[Please refer to the University's Admissions Policy for further details.]*

## Course Specifications

A detailed guide to the content of each course is provided in the Course Specification. Any changes to the course content will be reflected in this document and you are strongly recommended to review the Course Specification at the point of application and **before** you accept an offer and enrol onto your chosen course. *[See Key University Information/Registry/Course Specification]*

## Fees, deposits and consequences of non-payment

The tuition fees shall be charged in accordance with the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online.

The University will charge the tuition fees that are stated in your offer letter, on the course webpage and in the prospectus for the first year of study, the University will review tuition fees each year.

For UK and EU students, if Parliament permit an increase in tuition fees, the University may increase fees for each subsequent year of study in line with any such permitted changes. Note that any increase is expected to be in line with inflation. For international students, the University may increase fees for each subsequent year of study but such increases will be no more than 5% above inflation.

It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. The University has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.

Study content for modules planned will only be released to you once the University has received the relevant reselection and/or re-enrolment documentation and if you are a self-payer, the relevant payment from you for those modules.

For students studying the undergraduate level 6 top-up online, if you are being funded by the Student Loans Company and you alter your study mode from full-time to part-time, this may have implications on your funding.

The University further has the right to impose sanctions, potentially leading to the prevention of progression on the course, and withdrawal from study, if you fail to pay your tuition fees *[see General Regulations 1.4 and 1.5]*. Where there is an outstanding tuition fee debt, the University reserves its right to withhold evidence of your award and/or to take legal action against you. If you fail to pay any other (non-tuition fee) sums you owe to the University, the University reserves the right to take action to recover those sums. This may include in certain circumstances taking legal action to recover debts owed *[see General Regulations 1.4 and*

Your fees include access to the online learning platform, live seminars, access to all online services available from Coventry University and other necessary resources for each module; assessment costs and tutorial, pastoral and technical support. They do not include any physical reading materials, campus-based services, events or facilities or any other general campus-based provisions or miscellaneous expenses that may be incurred during your period of study. Full details of the fees can be found on the *specific course page* on the University website.

### **Participation monitoring**

The University believes that students achieve their full potential if they commit to full participation on the course. The University reserves the right to impose withdrawal on any student found to have poor participation. [See *Academic Regulations 6.4.4 / 6b.4.5.*]

### **Extenuating Circumstances**

You must inform the University **in advance** of any extenuating circumstances, such as a family emergency, that prevent you from submitting an assessment or attending an examination. The University reserves the right not to take into consideration any extenuating circumstances you inform us about after the event that prevent you from sitting an examination or submitting coursework. [See *Academic Regulations 6.9/ 6b.9.*]

### **Conduct**

The University expects that its students should conduct themselves appropriately both in academic and non-academic environments. The University has a right to take disciplinary action against any student who fails to observe University rules and regulations, codes of conduct and codes of practice. [See *General Regulations Appendix 7*]. Disciplinary action could include withdrawal from studies.

The University will take disciplinary measures against any student found guilty of academic misconduct in the delivery of their academic work. Disciplinary measures could include withdrawal from studies. Students are expected to have familiarised themselves with the University's Exam and Assessments: responsibilities of the student. [See *General Regulations Appendix 1*].

Students are also expected to respect the University's commitment to diversity and equality. If it comes to the attention of the University that a student has behaved in an inappropriate manner to a fellow student or staff member, the University will take disciplinary action which could lead withdrawal. Students are expected to have familiarised themselves with the University's Equality and Diversity policies. [See *General Regulations Appendix 6 clause 6*].

Students found to have disrupted, obstructed or improperly interfered with the activities of the Coventry University Group and/or behaved in a manner which has damaged or could have damaged the Coventry University Group's reputation, such as engaging in anti-social behavior will also be subject to disciplinary measures. [See *General Regulations Appendix 7*].

### **Intellectual property**

If you develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from the University's academic staff, University resources, or as part of a collective project, programme or research activity, you will be required to assign all rights in such intellectual property to the University as set out in *General Regulations Appendix 12*. The University will not make any claim to any intellectual property developed by you in circumstances other than those set out in *General Regulations Appendix 12*.

### **Disciplinary procedure**

The University's disciplinary procedure is detailed at *General Regulations Appendix 7*. A decision by the University to withdraw you from study or terminate your studies will be taken in accordance with these General Regulations and subject to any right of appeal or review. If the University has good reason to withdraw you or terminate your studies and does so in accordance with the relevant procedures, the University will not be liable to compensate you for any loss or damage you may suffer as a result.

### **Complaints**

The University has a comprehensive complaints procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found at *General Regulations Appendix 10* along with information about the Office of the Independent Adjudicator (OIA) where students can make further representation if they are dissatisfied with a decision relating to a complaint they have raised with the University. For more information about the OIA, please visit [www.oiahe.org.uk](http://www.oiahe.org.uk).

### **Data protection**

Coventry University together with the members of its group, including Coventry University Online, is a data controller in respect of your personal data and will process your personal data in accordance with the General Data Protection Regulation 2016 (GDPR), and the Data Protection Act 2018 (DPA). We will use your personal data to provide you with services and support throughout your studies, to comply with our contractual obligations to you, to comply with our statutory obligations and to operate our day-to-day public functions. In certain circumstances, we may disclose your personal data to other third party organisations. For further information on how we collect, process and share your personal data please visit our Privacy

The University has partnered with FutureLearn to manage its online learning service provision, and to offer our online courses through FutureLearn's website. Your personal data may be shared with, accessed, collected and/or processed by FutureLearn as both a controller or a processor acting on our behalf when

applying for, or undertaking one of our online courses through the FutureLearn platform. For further information about how FutureLearn collected, shares, accesses and/or processes your personal data, please see their privacy policy at <https://about.futurelearn.com/terms/privacy-policy> and their cookies policy at <https://about.futurelearn.com/terms/cookie-policy>.

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- For information on FutureLearn's Privacy Policy, please see <https://about.futurelearn.com/terms/privacy-policy>
- For information on FutureLearn's Cookie Policy, please see <https://about.futurelearn.com/terms/cookie-policy>

### **The University's Academic and General Regulations**

At the time of drafting this Contract, we have referred to the University's Academic Regulations and General Regulations (the "**Regulations**") in force at the time.

As the Regulations are updated from time to time, the references to the relevant paragraphs of the Regulations within this Contract may differ, however, if the substantive terms of the Regulations change, we shall seek to inform you of those changes as soon as possible.

### **General**

If any provision of the Contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, the Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The Contract between you and the University can only be enforced by either you or the University. The Contracts (Rights of Third Parties) Act 1999 does not apply.

The Contract shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English courts.



# **The Postgraduate Student Contract September 2020 to May 2021 Intake**

Coventry University

**Postgraduate Online Students**

## *What you need to know*

Coventry University Online together with Coventry University, Coventry University London Campus, CU Coventry, CU London and CU Scarborough come together to form part of the Coventry University Group (the “University”).

Your online degree will be delivered and awarded by Coventry University with the support of Coventry University Online.

The University believes it is important that you understand the key terms, conditions and regulations that the University will apply and rely upon in its future relationship with you. We have tried to make our small print user friendly but it’s important that you read the following sections so that you understand the ‘legal bits’ of the Student Contract.

By accepting your offer of a place with us, a Student Contract (“the Contract”) will be formed between you and the University. The Contract will detail the rights and the obligations that you will be bound by during your time as a student. It will also contain all of the obligations that the University owes to you. The terms and conditions of the Contract are set out in the documents listed below:

- Your offer letter and application form Terms and Conditions
- The Coventry University postgraduate prospectus (relevant contractual sections only)
- *The University General and Academic Regulations*
- The Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online ([https://www.coventry.ac.uk/globalassets/media/global/09-about-us/key-information/registry/ug\\_pg\\_online-students\\_tuition\\_fee\\_and\\_refund\\_terms\\_and\\_conditions\\_-2020-21.pdf](https://www.coventry.ac.uk/globalassets/media/global/09-about-us/key-information/registry/ug_pg_online-students_tuition_fee_and_refund_terms_and_conditions_-2020-21.pdf))
- [The Privacy Policy](#)
- *Course Programme Specification*
- Specific course information and requirements as detailed on *our website*

For further information on the University’s regulations and policies, please visit [www.coventry.ac.uk](http://www.coventry.ac.uk).

## *Your guide to the small print*

### **Application and admission to the University**

You must provide accurate and complete information in your application form. If you do not, the University



has the right to withdraw the offer made to you or if you have begun your course of study the University has the right to withdraw you from your course. [See General Regulations 1.3]

### **ID and Qualification Verification Process**

ID and Qualification verification is a mandatory part of the University application process. Candidates will be expected to upload all required ID and Qualifications onto the Coventry University application portal or via email. In some instances, a further ID check may be necessary which might involve a skype or video conference call or the use of a 3<sup>rd</sup> party provider to ascertain the necessary verifications. The University reserves the right to withdraw any offer made to an applicant in instances where ID and/or Qualification verification is not deemed satisfactory.

Candidates should also be aware that if during their studies it is found that the ID and/or Qualifications presented by them at the verification stage was incorrect, the University reserves the right to withdraw the student from their studies. [See General Regulations 1.3].

### **Specific course entry requirements**

The entry requirements for your chosen course are detailed in the boxed-out section of the course pages in the prospectus, on the University website and in your offer letter where conditional. Please review these requirements to ensure that you are eligible for entry to your chosen course. If you are found not to have all of the relevant entry requirements, the University has the right to withdraw its offer to you. [See General Regulations 1.3].

### **Criminal convictions**

All applicants who accept the offer of a place and all Coventry University students are required to disclose criminal convictions which fall within the Coventry University's 'Disclosure of Criminal Convictions Policy and Standards' [add link]. On disclosure in accordance with the 'Disclosure of Criminal Convictions Standards' a risk assessment may be carried out to assess the risk to other students and staff resulting from those disclosed convictions. [See General Regulations 2,15]

For some courses, your offer of a place may be conditional on you obtaining a Disclosure and Barring Service ('DBS') check.

If the result of a risk assessment or a DBS check is unsatisfactory, or it is found that any convictions or other information supplied is incompatible with the requirements of the course, the University will notify you and withdraw its offer to you / withdraw you from the course [See General Regulations 1.3].

Any change of circumstance in respect of criminal convictions should be brought to the attention of the

### **Fitness to practise**

If you are applying for a course that leads to registration with a professional body, (e.g. Nursing, Social Work), once you have received an offer you may be contacted regarding certain health and immunisation criteria and your place may be conditional upon your suitability.

In addition to enrol onto your course, you may also be required by the professional body (e.g. the NHS) to present a *Code of Professional Conduct and Fitness to Practise statement*. This additional information will include mental health and welfare considerations and failure to meet the required Fitness to Practise standard will lead to the University withdrawing its offer to you.

Adherence to the Fitness to Practise Standards is an ongoing requirement throughout your enrolment at the University and any change in your circumstances that may affect your Fitness to Practise should be declared to the University, may be investigated in accordance with the Fitness to Practise Standards, and could result in you being withdrawn from your course. [See *General Regulations Appendix 7 clause 5*].

### **Duration of registration**

As a full time, postgraduate student on a 12 months course, you must complete your postgraduate degree within three years.

As a part-time postgraduate student on a 24 months course, you must complete your postgraduate degree within five years.

This period includes periods of suspension, interruption of studies and withdrawal from the University. [See *Academic Regulations 7.3.4*].

For students that switch between part-time and full-time modes of study, their maximum period of registration shall be calculated on a pro-rata basis to the full-time equivalent.

### **Your cancellation rights**

Once you have accepted your offer of a place on a University course delivered online, you will have 14 days in which to cancel your acceptance ("the Cancellation Period") and you can do so for any reason.

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement. You may use the model cancellation form at the end of this document, but this is not obligatory. The University will accept notice of cancellation sent by email to [Ugonlinedegreesupport@coventry.ac.uk](mailto:Ugonlinedegreesupport@coventry.ac.uk).

If you cancel your acceptance within the Cancellation Period, any fees paid by you to the University will be refunded in full. If you start your course within the Cancellation Period, the University has the right to charge you a reasonable sum for the course provided. The University will process refund payments in accordance with the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online. Before accepting your Offer to study and/or enrolling with the University, please read the latest version of the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online, which will be published on Coventry University's webpages and/or can be requested from [onlinedegreesupport@coventry.ac.uk](mailto:onlinedegreesupport@coventry.ac.uk)

If you have paid in full, depending on when you cancel the Contract, the University may be entitled to keep a proportion of your tuition fees.

You will find the University's full cancellation terms and details regarding payment of tuition fees on our website within the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online.

### **Changes to course modules or services**

The University will make all reasonable efforts to deliver and assess courses and research opportunities leading to its awards as described in the materials published by the University.

The University reserves the right to vary arrangements in exceptional circumstances which are beyond the University's reasonable control. Examples of such circumstances may include:

- (a.) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it
- (b.) the unexpected absence or departure of a key member of staff
- (c.) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
- (d.) fire, explosion or accidental damage
- (e.) collapse of building structures, failure of machinery, computers or vehicles
- (f.) labour disputes, including strikes and industrial and other action

- (g.) interruption or failure of utility service, including but not limited to electric power, gas or water  
(h.) the acts, decrees, legislation, or restriction of any government

Where such events occur, the University will seek to minimise the impact on the student learning experience by, for example:

- (a.) delivering a modified version of the same course;
- (b.) Delivering a modified version of the same assessment;
- (c.) making available to affected students such learning or other support and other services and facilities as it considers appropriate;
- (d.) offering affected students, the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another university;

but to the full extent that is possible under law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances. Note that the University does not exclude or limit in any way its liability for (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.

The University will provide continued assurances of the standard and quality of the award. You will be informed of any changes to the learning support, services and facilities by the University as soon as is practicable.

In addition to the circumstances described above, the University will be entitled to make reasonable changes to its courses where that will enable the University to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

- (a.) the content and syllabus of the course where developments in the subject area make that necessary
- (b.) the method of delivery of the course

In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify the affected students in advance about any changes that are required. If the University changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another university. *[Please refer to the University's Admissions Standards for further details.*

A detailed guide to the content of each course is provided in the Course Specification. Any changes to the course content will be reflected in this document and you are strongly recommended to review the Course Specification at the point of application and **before** you accept your offer and enrol onto your chosen course. *[See Key University Information/Registry/Course Specification]*

### **Fees, deposits and consequences of non-payment**

The tuition fees shall be charged in accordance with the Tuition Fee and Refund Terms and Conditions for Students studying at a distance with the support of Coventry University Online and as stated on the course webpage, prospectus and your offer letter will apply for the duration of your course. If the duration of the course is longer than one academic year, the University may increase the fee for each subsequent year of study but any such increases will be no more than inflation..

It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. The University has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.

Study content for modules planned will only be released to you once the University has received the relevant reselection and/or re-enrolment documentation and payment from you for those modules.

The University further has the right to impose sanctions, potentially leading to the prevention of progression on the course, and withdrawal from study, if you fail to pay your tuition fees *[see General Regulations 1.4 and 1.5]*. Where there is an outstanding tuition fee debt, the University reserves its right to withhold evidence of your award and/or to take legal action against you. If you fail to pay any other (non-tuition fee) sums you owe to the University, the University reserves the right to take action to recover those sums. This may include in certain circumstances taking legal action to recover debts owed *[see General Regulations 1.4 and 1.5]*.

Your fees include access to the online learning platform, live seminars, access to all online services available from Coventry University and other necessary resources for each module; assessment costs and tutorial, pastoral and technical support. They do not include any physical reading materials, campus-based services, events or facilities or any other general campus-based provisions or miscellaneous expenses that may be incurred during your period of study. Full details of the fees can be found on the specific course page on the University website.

### Financial assistance

The University offers a range of financial assistances to postgraduate students. Scholarships, grants and bursaries are designed to help students meet the challenges of funding their studies. Each type of financial support has its own criteria which applicants must meet in order to qualify, including academic and sporting achievement, and all awards are made subject to the University's discretion.

### Participation monitoring

The University believes that students achieve their full potential if they commit to full participation on the course. The University reserves the right to impose disciplinary measures on any student found to have poor participation. *[See Academic Regulations 7.3.]*

## Conduct

The University expects that its students should conduct themselves appropriately both in academic and non-academic environments. The University has a right to take disciplinary action against any student who fails to observe University rules and regulations, codes of conduct and codes of practice. [See *General Regulations Appendix 7*]. Disciplinary action could include withdrawal from studies.

The University will take disciplinary measures against any student found guilty of academic misconduct in the delivery of their academic work. Disciplinary measures could include withdrawal from studies. Students are expected to have familiarised themselves with the University's Exam and other Assessments: responsibilities of the student. [See *General Regulations Appendix 1*].

Students are also expected to respect the University's commitment to diversity and equality. If it comes to the attention of the University that a student has behaved in an inappropriate manner to a fellow student or staff member, the University will take disciplinary action which could lead to withdrawal. Students are expected to have familiarised themselves with the University's Equality and Diversity policies. [See *General Regulations Appendix 6 clause 6*].

Students found to have disrupted, obstructed or improperly interfered with the activities of the Coventry University Group and/or behaved in a manner which has damaged or could have damaged the Coventry University Group's reputation, such as engaging in anti-social behavior will also be subject to disciplinary measures. [See *General Regulations Appendix 7*].

## Intellectual property

If you develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from the University's academic staff, University resources, or as part of a collective project, programme or research activity, you will be required to assign all rights in such intellectual property to the University as set out in *General Regulations Appendix 12*. The University will not make any claim to any intellectual property developed by you in circumstances other than those set out in *General Regulations Appendix 12*.

## Disciplinary procedure

The University's disciplinary procedure is detailed at *General Regulations Appendix 7*. A decision by the University to withdraw you from study or terminate your studies will be taken in accordance with these General Regulations and subject to any right of appeal or review. If the University has good reason to withdraw you from study or terminate your studies and does so in accordance with the relevant procedures, the University will not be liable to compensate you for any loss or damage you may suffer as a result.

## Complaints

The University has a comprehensive complaints procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found at *General Regulations Appendix 10* along with information about the Office of the Independent Adjudicator (OIA) where students can make further representation if they are dissatisfied with a decision relating to a complaint they have raised with the University. For more information about the OIA, please visit [www.oiahe.org.uk](http://www.oiahe.org.uk).

## Data protection

Coventry University together with the members of its group, including Coventry University Online, is a data controller in respect of your personal data and will process your personal data in accordance with the General Data Protection Regulation 2016 (GDPR, and the Data Protection Act 2018 (DPA). We will use your personal data to provide you with services and support throughout your studies, to comply with our contractual obligations to you, to comply with our statutory obligations and to operate our day-to-day public functions. In certain circumstances, we may disclose your personal data to other third party organisations. For further information on how we collect, process and share your personal data please visit our Privacy Notice.

The University has partnered with FutureLearn to manage its online learning service provision, and to offer our online courses through FutureLearn's website. Your personal data may be shared with, accessed, collected and/or processed by FutureLearn as both a controller or a processor acting on our behalf when applying for, or undertaking one of our online courses through the FutureLearn platform. For further information about how FutureLearn collected, shares, accesses and/or processes your personal data, please see their privacy policy at <https://about.futurelearn.com/terms/privacy-policy> and their cookies policy at <https://about.futurelearn.com/terms/cookie-policy>.

- For information on FutureLearn's Data Protection Policy, please see <https://about.futurelearn.com/terms/data-protection-policy>
- For information on FutureLearn's Privacy Policy, please see <https://about.futurelearn.com/terms/privacy-policy>
- For information on FutureLearn's Cookie Policy, please see <https://about.futurelearn.com/terms/cookie-policy>

## The University's Academic and General Regulations

At the time of drafting this Contract, we have referred to the University's Academic Regulations and General Regulations (the "**Regulations**") in force at the time.



As the Regulations are updated from time to time, the references to the relevant paragraphs of the Regulations within this Contract may differ, however, if the substantive terms of the Regulations change, we shall seek to inform you of those changes as soon as possible.

### **General**

If any provision of the Contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, the Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The Contract between you and the University can only be enforced by either you or the University. The Contracts (Rights of Third Parties) Act 1999 does not apply.

The Contract shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## *Cancellation form*

Please fill out this form and send by post addressed to:

**Coventry University**

**9th Floor**

**Friars House**

**Manor House Drive**

**Coventry CV1 2TE**

Or send by email to [onlinedegreeapplications@coventry.ac.uk](mailto:onlinedegreeapplications@coventry.ac.uk)

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I hereby give notice that I wish to cancel my contract with the University to study a course commencing in:

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**Date (MONTH/YEAR):**

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**Name of student:**

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**Student number:**

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**Course title:**

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**Address of student:**

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**Signature of student:**

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**Date (MONTH/YEAR):**

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