

**STUDENT CONTRACT 2020/21
MADE BETWEEN ROEHAMPTON UNIVERSITY (the “University”)
QAHE (UR) LIMITED (“QAHE”)
AND THE STUDENT (“You”)
RELATING TO ROEHAMPTON UNIVERSITY FRANCHISED
UNDERGRADUATE PROGRAMMES DELIVERED BY QAHE**

1. Introduction

- 1.1 When you accept an offer of admission to study on a Roehampton University franchised undergraduate programme of study (hereinafter called a “Roehampton Programme”) delivered by QAHE (UR) Limited (“QAHE”) at a QAHE centre and you satisfy any conditions attached to that offer, a contractual relationship is established between you, the University and QAHE. It is important that you understand this Contract because it identifies the terms that govern the contractual relationship between you, the University and QAHE. You will be asked to accept this Contract once QAHE or the University has confirmed that all the conditions required for you to enrol on your Roehampton Programme have been satisfied.
- 1.2 Before accepting an offer of admission, and before you enrol you must read this Contract in full and raise any questions with QAHE (in the first instance) if there is any part of it that you do not understand, using the address/email address below:
- QAHE Registry - Roehampton Programmes
St James House
10 Rosebery Avenue
London
EC1R 4TF
uoracademickenquiries@qa.com
- 1.3 This contract is reviewed and updated annually. You are therefore required to read and accept its terms and conditions each year when you enrol.

2. Rules and Regulations

- 2.1 You agree as part of the Contract to abide by QAHE’s and the University’s rules, regulations, policies, procedures and codes (herein collectively referred to as rules and regulations in this Contract) that are in force at any given time. (These rules and regulations are reviewed periodically and may change from time to time). These include in particular, rules and regulations relating to academic study, learning and assessment; conduct and discipline; fitness to study; use of services and facilities; payment of fees and expenses; health and safety; and intellectual property. Such rules and regulations are available on the University’s website, QAHE’s website and the QAHE Student Policies Handbook University of Roehampton Programmes.

You should read these rules and regulations carefully as breach of them may lead to the imposition of sanctions by QAHE and/or the University including your expulsion from the University and QAHE.

- 2.2 QAHE and the University will abide by their own rules and regulations and may make changes to them at any time where in the opinion of QAHE and/or the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- to update the rules and regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach.
- 2.3 Where QAHE and/or the University make changes to their rules and regulations, they will make reasonable efforts to bring them to your attention before the changes take effect.

3. Registration on a Roehampton Programme

- 3.1 Before registering on a Roehampton Programme , you shall:
- (a) comply with any conditions set out in the offer of admission;
 - (b) inform QAHE of any criminal convictions in the circumstances set out in the QAHE Admissions Policy;
 - (c) where necessary, obtain the correct visa giving the entitlement to enter and remain in the UK for the purpose of study in accordance with the [UK Immigration Rules](#).
- 3.2 Your registration may be terminated or temporarily suspended pending further investigation if at any time:
- (a) it is discovered that you made false statements or omitted significant information in your application;
 - (b) it is decided in accordance with the [University Student Disciplinary Procedure](#) that any criminal convictions you may have are incompatible with study on a Roehampton Programme;
 - (c) you are unable to prove that you currently have the entitlement to enter and remain in the UK for the purpose of study in accordance with the UK Immigration Rules;
 - (d) it is the outcome of the University disciplinary procedure following an allegation that you have breached the [Student Code of Conduct](#)
 - (e) it is decided in accordance with the University's [Fitness to Study Policy](#) that you are not fit to study on a Roehampton Programme;
 - (f) for any other reason specified in the applicable rules and regulations.

4. Fees

- 4.1 You agree as part of this Contract to pay, or make acceptable arrangements to pay all deposits, fees, charges and expenses relating to your Roehampton Programme when these fall due.

QAHE and/or the University will publish information on deposits, fees, charges and expenses and will inform you of the date by which these shall be paid, and will refund

any fees paid by you which may be refundable in accordance with the University's [Student Fee Payment & Enrolment Regulations](#).

- 4.2 **Failure to pay fees and charges (collectively referred to as fees and charges in this Contract) when due may lead to the imposition of sanctions by QAHE and/or the University, including suspension from access to QAHE and/or University facilities or termination of your registration at the University and QAHE.**

5. Accommodation

You will be responsible for making your own arrangements for accommodation and insurance of your personal belongings for the duration of your studies.

6. Students with Disabilities

- 6.1 If you have a disability you are encouraged to disclose this early so that support and/or access requirements can be considered in an effective and timely manner. Normally all admissions decisions are made on the basis of academic suitability. However, for some professional programmes admissions decisions will also involve consideration of the professional competency requirements of the programme. Such decisions will be made in accordance with the [Admissions Policy](#).
- 6.2 The University will make reasonable adjustments to its provision of education to ensure that applicants and students are not disadvantaged. The University takes reasonable and proportionate steps to ensure that adjustments are planned, provided in advance and in anticipation of disabled people requiring support. Occasionally, however, cases may arise where it would not be reasonable for the University to make adjustments for a particular applicant or student. In such circumstances, the University may not be able to offer you a place or may need to terminate the Contract. Such decisions will be made in accordance with the [Admissions Policy](#). You will be informed of the decision and the reasons for it.

7. Academic Study

- 7.1 You agree as part of this Contract to:
- (a) participate fully in your Roehampton Programme. Such participation includes attending and taking part in classes and activities, and undertaking assessment within set deadlines;
 - (b) notify QAHE and provide reasons if you are unable to attend or submit assessment, in accordance with the Mitigating circumstances policy;
 - (c) not seek to obtain, or assist another student in obtaining, an unfair advantage over other students, in breach of the University's Student Disciplinary Regulations;
 - (d) submit your work to the [TurnitinUK](#) website to assist you in your learning but also as a plagiarism detection service when required to do so by the University or QAHE. You authorise the University, QAHE and third parties authorised by them to make and to retain copies of such work in order to assess it for originality and to compare it at a later date with future submissions;
 - (e) The University will use lecture capture technology to record educational activities such as lectures; the recording will be made available to students and staff of the university. It is assumed that you consent to your educational activity being recorded but you have the right to opt out of appearing in any recordings in the

interest of privacy and safety. You must not share the contents of a captured lecture with any third party.

8. Disclaimers

- 8.1 The University and QAHE will do all that they reasonably can to provide you with the educational services as described in the University and QAHE prospectus and on the University's and QAHE's website. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University and QAHE may mean that they cannot provide such educational services. Examples of such circumstances include:

- the unexpected departure of key members of University staff;
- acts of God;
- terrorism, war or national emergencies;
- fire or flood;
- power failure;
- damage to buildings or equipment;
- the acts of any governmental or local authority; and/or
- some industrial disputes, including disputes involving the University's employees;
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students registered on it.

In these circumstances, QAHE and the University will take all reasonable steps to minimise the resulting disruption to those services to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course. Neither the University, QAHE nor the applicant/student however will be liable to the other for loss or damage under, or for continued compliance with, the contract arising from matters outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care.

- 8.2 QAHE and the University will deliver your chosen Roehampton Programme in accordance with the descriptions set out in the University and/or QAHE's prospectus and their websites, subject to certain circumstances specified below, which may necessitate changes to the content and/or delivery of programmes. Such circumstances include the need to:

- maintain accreditation from or compliance with the requirements of a professional, statutory or regulatory body;
- respond to desirable developments in a subject area (e.g. changes in teaching practices);
- respond to feedback from students or external examiners;
- undergo a periodic review resulting in programme changes

Changes may therefore be made to:

- (a) the content and syllabus of programmes, including in relation to placements/fieldtrips;
- (b) the timetable, location and number of classes;
- (c) the content or method of delivery of programmes of study; and
- (d) the assessment methods

Alternatively in rare but appropriate circumstances, a decision may be made to close the programme and a reasonable request be made that existing students transfer to an appropriate alternative programme and/or provider. In these cases the Student Protection Plan will be initiated.

Changes may be made either before or after your admission but in all cases the University and QAHE will take the reasonable expectation of its students who are admitted to or engaged on any affected programme into account, and will have due regard to the quality of the student experience. The University and /or QAHE will provide adequate notice of any proposed changes and take all reasonable steps to minimise disruption.

Students affected by substantial and/or material changes will, where appropriate, be offered reasonable support to transfer to another programme at the University, QAHE or at another institution, or the opportunity to withdraw from the affected programme. A refund of fees and compensation will be considered in line with the [Student Fee Payment and Enrolment Regulations](#).

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- 8.3 QAHE will provide the learning facilities (e.g. the library, IT, laboratory and other facilities) described in the QAHE prospectus, provided they are not prevented from doing so by circumstances beyond their reasonable control. Should such circumstances arise, QAHE and/or the University will take reasonable steps to provide acceptable alternative facilities.
- 8.4 Neither QAHE nor the University excludes or limits in any way their liability for:
- death or personal injury caused by their negligence or the negligence of their employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation.
- 8.5 Neither the University nor QAHE accept responsibility for, and expressly exclude liability to the fullest extent possible under the general law for loss or damage to your property or for infection of your equipment caused by computer viruses, and for the consequences of any such damage.

9. Communications

- 9.1 You will be provided with a Roehampton e-mail account for the duration of your studies and this will be used by the University and QAHE when communicating with you by e-mail.
- 9.2 You will:
- (a) be expected to use your Roehampton account when contacting QAHE or University staff by e-mail, so that QAHE and University staff can be reasonably sure of your identity;
 - (b) inform QAHE about any changes to your personal details including; postal address, telephone number and contact details.

10. Personal Data collection, publication and sharing

- 10.1.1 By entering into this agreement you understand that the University, QAHE and its partners or agents will process your personal data in order for the University to meet its obligations to deliver education services to you

- 10.1.2 The University and QAHE need to collect, hold and process your personal data for the purposes of administering and managing your programme and all other services provided to you. Personal data includes but not limited to your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.
- 10.1.3 At enrolment, you will be asked to consent to the University and QAHE processing your special category personal data. Provision of this information is optional. This data will be used as outlined in the [University Student Data Privacy Notice](#) and the QAHE Student Data Privacy Notice.
- 10.1.4 QAHE and the University each recognise the importance of the protection of personal data and will process your personal data in accordance, relevant data protection legislation, The University's Data Protection Policy, The University Student Data Privacy Notice, QAHE Data protection Policy and QAHE Student Data Privacy Notice

You may raise any queries relating to the University's processing of your personal data with the University's Data Protection Officer within the University Secretariat via the address/email address below:

The Data Protection Officer
University of Roehampton
Grove House
Roehampton Lane
London SW15 5PJ

Unisec@roehampton.ac.uk

You may raise any queries relating to QAHE's processing of your personal data with QAHE's Data Protection Officer via the address/email address below:

The Data Protection Officer
QA Ltd
Rath House
55-65 Uxbridge Road
Slough
SL1 1SG

- 10.2 Information relating to your studies, including your student ID and results, may be published on QAHE or the University's Student Portal, the virtual learning environment (Moodle) or in hard copy. The email address that you enter when you enrol may be displayed within the Student Portal and other related systems (e.g. Moodle) and may be viewable by other students on your module or programme. Please consider this when choosing and entering your email address when enrolling.
- 10.3 When you have left the university your details will be passed to the Alumni Office. Your data will be processed by the Alumni Office in accordance with the University's Alumni Privacy Notice.

11 Attendance and Academic Regulations

- 11.1 You are expected to manage your own learning which includes attendance at scheduled teaching sessions and spending sufficient time undertaking private study. You are expected to undertake assessments within set deadlines. **Students who fail**

to attend classes or make satisfactory progress may have their registration with the University and QAHE terminated in accordance with the University's Academic Regulations and QAHE Roehampton Programmes Student Attendance Policy.

12 If things go wrong

- 12.1 Complaints about QAHE or the University are made through the QAHE Student Complaints Procedure. This procedure has been devised to help resolve any student complaints as promptly, fairly and amicably as possible.
- 12.2 If you remain dissatisfied after following the University's Student Complaints Procedure to completion, you have the right to ask the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#) to review the complaint.
- 12.3 Disciplinary action may be taken against you under the [University's Student Disciplinary Regulations, Fitness to practise and Fitness to Study Policy](#) if you do not act in accordance with the terms set out in this Contract, or with any of QAHE or the University's rules and regulations in force at any given time. You agree that all relevant staff at QAHE and the University will be advised of the outcome. One of the possible outcomes of disciplinary action is that your registration with QAHE and the University may be terminated.

13 Notices

- 13.1 Any notice to be given to the University by you under or in connection with this Contract shall be deemed to have been properly served if sent by first class post or email to the University Registrar at the following address/email address:

University Secretary
Grove House
Roehampton University
Roehampton Lane
London SW15 5PJ
Unisec@roehampton.ac.uk

- 13.2 Any notice to be given to QAHE by you under or in connection with this Contract shall be deemed to have been properly served if sent by first class post or email to the following address/email address:

QAHE Registry - Roehampton Programmes
St James House
10 Rosebery Avenue
London
EC1R 4TF
uoracademicenquiries@qa.com

- 13.3 Any notice to be given to you under or in connection with this Contract shall be deemed to have been properly served if:
 - (a) sent by first class post to the last address you provided to the University; or
 - (b) sent to your Roehampton e-mail account.

14 General

- 14.1 This Contract is only enforceable by you, QAHE and the University. No other person shall have any rights in connection with this Contract.
- 14.2 If any part of this Contract becomes illegal or invalid, the parts of the Contract which are not illegal or invalid shall remain in force.
- 14.3 Failure by you, QAHE or the University to enforce any part of this Contract shall not be construed as a waiver of a right to enforce that part of the Contract and shall not affect the right later to enforce any part of this Contract.
- 14.4 All representations, warranties, terms and commitments not expressly set out in this Contract (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law.
- 14.5 This Contract is governed and construed in accordance with English Law. By agreeing to its terms and conditions you submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise out of or in connection with this contract or your studies.