

**STUDENT CONTRACT 2021-22
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
- uoracademicenquiries@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.

2.2 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.

2.3 QAHE and the University will abide by their own rules and regulations. The University and QAHE reserve the right to add to, delete and/or make any reasonable 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 and or it is in the interest of students. Changes are usually made for one or more of the following reasons:

- to review and update the rules and regulations to ensure that they are fit for purpose;
- to safeguard academic standards, for example, in response to external examiner feedback;
- 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.

2.4 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. The updated rules and regulations will be made available on the University's website.

2.5 Changes will normally come into effect at the beginning of the next academic year. The University and QAHE reserves the right to introduce changes during the academic year when it reasonably considers it to be in the interests of students or it is required by law or in other exceptional circumstances. The University and QAHE will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.

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 acted dishonestly, made false statements and/or omitted significant information in your application to the University;
- b. it is decided by the University that any criminal convictions you may have are incompatible with study at the University;
- c. it is the outcome of an investigation under the Student Disciplinary Regulations following an allegation that you have breached the Student Code of Conduct;
- d. it is the outcome of a Fitness to Study procedure that you can no longer study at the University;
- e. 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;

- f. it is decided in accordance with the University's Fitness to Study Policy (for students registered on Programmes leading to a professional qualification) that you are not fit to proceed on the Programme; or
- g. for any other reason specified in its 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. International Students

- 6.1 You are responsible for obtaining your visa or other valid permission to enter and study in the UK and for complying with its conditions. If you do not secure valid immigration permission for study, you will not be able to start your programme. If your permission expires during your programme and you no longer have valid leave to remain in the UK, or if you breach the terms of your visa, the University may be required to inform UK Visas and Immigration and may require you to leave your programme.

- 6.2 If the University is sponsoring your student visa it will inform you separately of your obligations towards the University in relation to your visa, including attendance requirements. It is your responsibility to check that all the details on your Certificate of Acceptance for Studies ("CAS") issued by the University are correct and up to date before making your student visa application. The University will issue your CAS once you have met all of the conditions of your offer and your admission has been confirmed. Further information about the requirements relevant to students who require a visa can be found at <https://www.roehampton.ac.uk/international/visas-and-immigration/>.

7. Students with Disabilities

- 7.1 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](#).

7.2 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.

8. Academic Study

8.1 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 and QAHE may use lecture capture technology to record educational activities such as lectures. The recordings may be made available to students and staff of the University for non-commercial teaching purposes. Notice of recordings will be provided before the commencement of a lecture. You have the right to opt out of appearing in any recordings.
- (f) You must not share the contents of the recordings of captured lectures or any materials provided or generated by the University or QAHE for the purposes of your programme with any third party. Students are permitted to use captured lectures or materials provided or generated by the University for the purpose of their own personal study only.

9 Disclaimers

9.1 The University and QAHE will do all that they reasonably can to provide you with the educational services and other services and facilities as described in the University material information the University's and QAHE's website or other documents issued by it to applicants and appropriately enrolled students.

9.2 Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the University and QAHE which could not have been prevented even if the University and QAHE had taken reasonable care ("Events Outside of Our Control") may mean that they cannot provide such educational and other services and facilities as described. Examples of Events Outside of Our Control include (but are not limited to):

- the unexpected absence or departure of key members of University staff or specialist staff;
- terrorism, war or national emergencies;
- pandemics, epidemics and other threats to public health;

- fire or flood;
- severe weather conditions;
- natural disasters;
- political and civil unrest;
- power failure;
- damage or lack of access to buildings, facilities or equipment;
- the acts of any governmental or local authority;
- industrial action by the University's staff or third parties;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence; and/or
- where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education for students registered on it.

9.3 Where Events Outside of our Control occur, QAHE and the University will notify you that the events have occurred and will take all reasonable steps to minimise the resulting disruption to affected students, by, for example:

- offering affected students the chance to move to another programme where reasonably possible;
- deferring the start of the programme;
- delivering the programme in a different way, from another location or online, or at another time;
- delivering a modified version of the same programme;
- assisting students to transfer to complete the programme at another institution; and/or
- delivering other services or facilities in a different way, from a different location or online.

9.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your Contract with the University and QAHE and we will follow our policy on refunds and compensation in line with the [Student Fee Payment and Enrolment Regulations](#).

9.5 Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a programme, the University and QAHE will follow its [Student Protection Plan](#) and its policy on refunds and compensation in line with the [Student Fee Payment and Enrolment Regulations](#).

9.6 Where Events Outside of Our Control occur and the University and QAHE are unable to take steps to minimise the resultant disruption to students then neither the University, QAHE, nor the applicant/student however will be liable to the other for breach of this Contract, or for continued compliance with the Contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

9.7 The University and QAHE will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your chosen programme of study in accordance with the descriptions applied to it for the academic year in which you begin the programme. However, the University and QAHE will be entitled to make reasonable changes to the programme or to related educational and other services and facilities where that will enable the University and QAHE to deliver a better quality of educational experience to students enrolled on the programme.

9.8 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 structure and/or timing of the academic year;
- (d) the content or method of delivery of programmes of study, services and facilities; and/or
- (e) the examination and assessment methods.

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.

9.9 Students affected by substantial and/or material changes who are not satisfied with those changes will be offered the opportunity to withdraw from the affected programme and reasonable support to transfer to another programme at QAHE, the University, or to another institution. Further guidance can be found in the [Student Protection Plan](#). A refund of fees and compensation will be considered in line with the [Student Fee Payment and Enrolment Regulations](#).

9.10 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.

9.11 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.

10 Communications

10.1 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.

10.2 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.

11 Personal Data Collection, Publication and Sharing

11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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 can 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 can 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

- 11.5 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.
- 11.6 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.

12 Attendance and Academic Regulations

- 12.1 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.

13 If Things Go Wrong

- 13.1 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.
- 13.2 If you remain dissatisfied after following the Student Complaints Procedure (see link in 13.1 above) to completion, you have the right to ask the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#) to review the complaint.
- 13.3 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.

14 Notices

- 14.1 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 Secretary at the following address/email address:

University Secretary
Grove House
Roehampton University
Roehampton Lane
London SW15 5PJ

Unisec@roehampton.ac.uk

- 14.2 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

uoracademickenquiries@qa.com

- 14.3 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.

15 General

- 15.1 This Contract is only enforceable by you, QAHE and the University. No other person shall

have any rights in connection with this Contract.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.