

TERMS AND CONDITIONS OF ENROLMENT AT OXFORD BROOKES UNIVERSITY

Effective for all applicants accepting an offer of a place at Oxford Brookes University on or after 1 March 2016 to 25 January 2018.

These terms and conditions, together with the University Regulations, the applicable Programme Specification and the applicable Programme Handbook, set out the terms that apply between Oxford Brookes University (“the University” or “we” or “our”) and any applicant (“you” or “your”) to whom the University makes any offer of a place on a programme of study leading to a University award or credit (the “Programme”). These terms and conditions will apply from the day you accept your offer of a place on the Programme and will continue to apply for as long as you remain enrolled onto the Programme unless terminated earlier as permitted below.

University Regulations: The University Regulations form a comprehensive framework for learning, teaching and assessment, and other aspects of the student experience, setting out the regulations, policies and procedures that students of the University must abide by. The Regulations are divided into a number of sections for ease of reference. The core and general regulations (Sections A and D) apply to all programmes of study, while other sets of Specific regulations (Section B) apply to programmes leading to particular types of awards. Section C contains policies and regulations relating to student conduct, and the procedures to be followed in the event of a complaint. Section E contains a range of policies and codes of practice, relating to the Regulations contained in Sections A-D and to other aspects of the student experience. Whilst a student at the University, you are required to abide by, and to submit to, the procedures of the University’s rules and University Regulations. The University Regulations are freely available on the internet and can be found here:

www.brookes.ac.uk/regulations

Programme Specification: The Programme Specification sets out an overview of the Programme as approved by the University and can be found here:

www.brookes.ac.uk/asa/apqo/programme-specifications

Programme Handbooks: Your Programme handbook will be provided to you after enrolment. These will include, amongst other information, full details of your module content, programme structure, professional body accreditation (if any), and learning, teaching and assessment methods.

The most up-to-date information for your Programme will be found prior to your enrolment on the University’s web pages www.brookes.ac.uk and once you have enrolled on your personal information portal (“PIP”) pages (or its successor).

Changes to the Programme: The University’s prospectus and other promotional material for each academic year are published approximately 18 months in advance and it

is possible for you to apply to the Programme quite some months prior to enrolment and to defer your enrolment for further periods of time.

Therefore, due to the time lapse between your application and actual enrolment, there will be rare occasions that the University needs to make changes to your published Programme either before or after your enrolment. We have to balance flexibility within our degree programmes with our obligations to manage our funds in a way which is efficient and cost-effective in the context of the provision of a diverse range of courses to a large number of students. Examples of such changes are:

- where there is an insufficient number of students applying to the Programme or a module of the Programme to make running the Programme or the relevant module insufficient to provide a suitable student experience and/or financially viable
- where key staff have taken extended leave or left the University
- following recommendations made by the University’s annual review and periodic review processes, including responding to student and professional body feedback
- following changes to the funding the University receives
- following other unforeseen changes beyond the University’s control

In the event that we have to make a material change to your Programme, we will notify you of the change as soon as possible and work with you to understand the effect of this on your position.

Location of the Programme: We are continuing to invest in the quality of our campuses in both Oxford and Swindon, as well as the support we offer students who study via distance learning or through one of our partner colleges. **Amongst the changes, during your studies, improvement works will be underway at Headington and Harcourt Hill Campuses. Redevelopment and refurbishment activity on these campuses may cause some disruption, although we will minimise this wherever possible.** Some courses may relocate to Harcourt Hill. In addition, we expect to bring all teaching for the Business School from Wheatley Campus to Headington Campus during your Programme. For computing, engineering and mathematical sciences courses, there are likely to be changes at the Wheatley Campus in the short term and in the longer term (currently expected by 2021/22) this course provision will also move to another campus. Whilst at the Wheatley Campus, your teaching will take place

in the most modern facilities available in that location. For our courses taught at our Swindon campus, we have leased new premises in the town, which we are looking to move into in 2016. We aim to keep any disruption to a minimum throughout the process. All our improvement works are designed to provide the best possible space and facilities for an excellent student experience.

Your Right to Cancel: You can cancel your place by contacting admissions@brookes.ac.uk any time before you have enrolled or within 14 days of your acceptance of the place if that is later.

Enrolment & Fees: By enrolling onto the Programme you are agreeing to pay the tuition fees and any other fees relating to your Programme for that academic year. You will be required to re-enrol each academic year of your Programme. **Your annual tuition fees will cover your first attempt at all the modules necessary to complete that academic year of your Programme. Additional modules may incur an extra charge.** You will need to pay the tuition fees that apply for the year that you enrol onto your Programme; tuition fees will be subject to annual increases of not more than 4% per annum. Full details of our fee structure can be found at: www.brookes.ac.uk/studying-at-brookes/finance If you are transferring credit from another institution, you will be advised of any additional modules that you need to take and the applicable fees.

Equality Act 2000: If you have a disability or a long term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. Information about the help we can offer can be found here: www.brookes.ac.uk/students/wellbeing/disability-and-dyslexia-service

If you require these terms and conditions or any of the documents referred to herein in a different format for your ease of reference, please contact admissions@brookes.ac.uk

Complaints: The University has a student complaint procedure that is accessible to all students of the University. Full details of the procedure can be found in Section C2 of the University Regulations available here: www.brookes.ac.uk/regulations

Office of the Independent Adjudicator (“OIA”): If, further to your complaint, we have provided you with a “Completion of Procedures” letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the OIA. Full details of how the OIA works can be found here: www.oiahe.org.uk Once the OIA is considering your complaint, you may not commence any legal proceedings in the civil courts on the same matter.

Data Protection Act 1998 (“the Act”): The University will hold and process your data for its own administrative purposes in order to provide you with educational services, including to facilitate your entitlement to membership of Brookes Union and the University’s Alumni Association. We will share some of your data with professional bodies if your Programme carries professional accreditation and/or with Turnitin UK Ltd (or any successor company appointed by the University) to monitor plagiarism. We will not share your data with any other third parties unless we have your express consent, a statutory obligation to do so (as with HESA, HEFCE, the Learning & Skills Council, Student Loans Company Ltd, UKVI, local authorities (to facilitate automatic council tax exemptions)) or are permitted to do so under the Act. Full details of how we use your data are set out in our

data protection notice to students available here: www.brookes.ac.uk/students/student-central/use-of-students-information/ and in the University’s wider Data Protection Policy which is available at Section E13 of the University Regulations: www.brookes.ac.uk/regulations

If you do not consent to your data being processed by us for our own marketing purposes, which may include fundraising, please contact studentcentral@brookes.ac.uk or use the unsubscribe function at the bottom of any marketing emails. You may unsubscribe at any time.

Intellectual Property Rights: Unless exempted (undergraduate and taught postgraduate students are exempt), you agree to be bound by the University’s Intellectual Property Policy and Regulations and accordingly, by signing your acceptance of our offer of a place, you assign to the University, by way of future assignment, all intellectual property created by you in the course of your research as a student of the University. You also license the University to use any of your previously-created intellectual property which is incorporated in that research or research outcome.

You must keep your research material confidential. The University may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should the University derive a commercial value from your research, you may be entitled to apply for a share of net revenue under the University’s Intellectual Property Policy and Regulations, which are available here: www.brookes.ac.uk/research/policies-and-codes-of-practice

You must not disclose to a third party any other confidential information of the University that you are told at the time of disclosure is confidential or that is disclosed in a manner where it was obviously intended to be confidential.

You acknowledge that the intellectual property rights in all course materials provided to you as part of your Programme are owned by us or licensed to us and you agree to use such course materials only for your own personal study purposes.

Recording of Academic Contact Sessions: Your attention is drawn to University Regulation E19 available here: www.brookes.ac.uk/regulations You are reminded that all intellectual property rights in your recording belong to the University and in consideration for being permitted to record academic contact sessions in accordance with the policy, you agree to comply with the requirements of that policy.

Debts: We may, at our discretion, withdraw facilities from, withhold the conferment of academic awards to, terminate the enrolment of or refuse to enrol or re-enrol persons who owe academic-related monies to us in accordance with our Debt Policy, which is available to download here: www.brookes.ac.uk/studying-at-brookes/finance/paying-your-fees

UK Visas & Immigration: The University may, at its discretion, withdraw facilities from or refuse to enrol you if you do not have or are unable to provide evidence of appropriate immigration clearance from the UKVI. As a sponsor of international students, the University is also obliged to report certain events and activities to the UKVI including, but not limited to, students extending or withdrawing from their programme for whatever reason. International students are expected to assist the University in meeting its obligations to the UKVI and comply with the terms and conditions of their visa.

Halls of Residence: Please note that if you are offered a place in our halls of residence, it is dependent on you remaining enrolled as a full-time student with us. If you withdraw from your Programme or are required by us to withdraw from it, you will also be required to leave our accommodation.

Termination: These terms and conditions will cease to apply if you exercise your right to cancel and/or withdraw from the University.

We may terminate your contract for the supply of educational services and withdraw you from your Programme in the following circumstances:

- (a) if, for any reason, you are unable to satisfy any mandatory entry requirement of your Programme; and/or
- (b) if, between accepting our offer and enrolling on your Programme, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (c) if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; and/or
- (d) if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (e) if, in our reasonable opinion, any qualification or status has been obtained by fraud; and/or
- (f) if you fail to pay your tuition fees within 6 weeks of the due date notified to you (see paragraph 2.7.3 of our debt policy); and/or
- (g) if you are convicted of an indictable offence in the UK or an equivalent offence of any other country; and/or
- (h) if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are expected to attend or be a member of as part of your Programme; and/or
- (i) If, for any reason, we are unable to sponsor your student visa in accordance with the UK's immigration rules, or, if, for any reason, we are required to withdraw that sponsorship; and/or
- (j) if we withdraw you from your Programme for any reason as permitted by the University Regulations.

Any action we take under the termination provision will not restrict our ability to take any other action against you that we have the right to take.

Liability: We will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe to you at law, but not to the extent that such failure is attributable to by your own fault and/or the fault of a third party.

Nothing in these terms and conditions shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.

Limitation of Liability: Save as aforesaid for death or personal injury, our liability to you for all other loss or damage suffered by you shall be limited to 150% of the total

sums paid by you to the University whilst enrolled on your Programme whether your claim is brought under these terms and conditions or otherwise.

Force Majeure: We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to our funding or to Government direction to higher education, severe weather, fire, terrorism, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

Contracts (Rights of Third Parties) Act 1999: These terms and conditions are personal to you. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

Notices: The University may serve notices on you by email to your University email address or by sending the notice to the last recorded address that we hold for you.

General Provisions: If any provision of these terms and conditions becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

Order of Precedence: These terms and conditions, the University Regulations, the Programme Specification and the Programme Handbook are intended to be mutually explanatory but in the event of a discrepancy then the order of precedence shall be as follows: (1) these terms and conditions; (2) the University Regulations; (3) the Programme Specification; and (4) the Programme Handbook.

These terms and conditions and the documents referred to herein override any other communication, document or representation made by us, either in writing or orally. These terms and conditions, the University Regulations, the applicable Programme Handbook and Programme Specification and any other documents referred to herein are the entire understanding between you and us about your Programme and replace any other undertakings or representations.

The University's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

All references to statutory legislation includes any amendments or successor to that legislation.

Survivorship: The expiry or termination of these terms and conditions for whatever cause shall not affect any provision of these terms and conditions capable of surviving or operating in the event of expiry or termination of these terms and conditions and shall not prejudice or affect the rights of either party against the other party in respect of any breach of these terms and conditions.

Law and Jurisdiction: These terms and conditions shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.