

TERMS AND CONDITIONS OF ENROLMENT AT OXFORD BROOKES UNIVERSITY

Effective for all applicants (except for those on apprenticeship programmes) accepting an offer of a place at Oxford Brookes University on or after 12 August 2022.

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 macmailbox@brookes.ac.uk

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” or “us”) 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 except where the programme of study is delivered as part of an apprenticeship standard (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 for study 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: 1 About the Regulations; 2 Awards and Courses; 3 Your Study; 4 Conduct and Engagement; 5 Admissions; 6 Assignment and Progression; 7 Completion; 8 Academic Policies A-Z and Recent Updates. 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. This 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 student self-service portal.

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 when 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 the reasons for such changes are:

- where there is an insufficient number of students applying to the Programme or a module of the Programme for it to provide a suitable student experience and/or be financially viable
- where key staff have left the University or are otherwise not available
- following recommendations made pursuant to the University’s annual quality monitoring process or periodic revalidation exercise, including responding to student and professional body feedback
- following changes to the funding the University receives
- following an event of force majeure (see below). 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 and mitigate the effect of this on your position.

Location of the Programme: To ensure you have the best university experience, we constantly assess how our campuses are being developed and utilised. This ensures that our buildings and facilities are of high quality, well specified and accessible to meet the needs of current students and those joining us in the years to come. As part of our ongoing investment in our campuses there may

be changes to our campuses, and improvements to the buildings within them, over the coming years including your time at the University. If this is the case, we will ensure that students are given plenty of notice to ensure a smooth transition to any changed use of our campuses.

The latest information will be provided on our website at www.brookes.ac.uk/estates-development

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: You will not be considered a student until you have fully completed our enrolment processes. Details of how to complete this will be emailed to you with your joining instructions. You are required to re-enrol for each academic year of your Programme. If you are transferring academic credit from another institution, you will be advised of the details of your academic programme including any additional modules that you need to take.

Fees: By enrolling onto the Programme you are agreeing to pay the annual tuition fees and any other fees relating to your Programme for each academic year that you remain on the Programme. Our 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 must pay the tuition fees as published on the course details page on our website for the entry point at which you first enrol onto your Programme and, if your Programme continues for more than one academic year, your tuition fees may increase annually. The following factors will be taken into account by the University when it is setting the annual fees: inflationary measures such as the retail price indices, projected increases in University costs, changes in the level of funding received from Government sources, admissions statistics and access considerations including the availability of student support.

Full details of our fee structure can be found at: www.brookes.ac.uk/studying-at-brookes/finance

If you are transferring academic credit from another institution, you will be advised of any additional modules that you need to take and the applicable fees.

Equality Act 2010: 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

Complaints: The University has a student complaint procedure that is accessible to all students of the University and can be found here: www.brookes.ac.uk/students/sirt/student-complaints/student-complaints-procedure and in Section 4.2 Student Complaints of the University Regulations here: www.brookes.ac.uk/regulations/conduct-and-engagement/student-complaints

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 2018 (“the Act”): It is necessary for the University to collect personal data about you to administer your time here as a student. All personal data will be stored securely, accessible only to those with the right and need to access it and processed in accordance with the Act. For further details on how the University uses your personal data, including mandatory processing, please see www.brookes.ac.uk/student-privacy-notice In addition, as you engage with the University, you may be directed to more specific privacy notices relevant to that interaction.

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 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 the Recording Teaching and Academic Contact Sessions Policy available here: www.brookes.ac.uk/regulations/academic-policies 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.

Confidentiality: You must not disclose to a third party any confidential information belonging to the University or that is provided to you by the University if you are told at the time of disclosure that it is confidential or it is disclosed in a manner where it was obviously intended to be confidential. For the avoidance of doubt, this includes witness statements and other documentation exchanged during a complaints process.

Debts: We may, at our discretion, withhold exam results and/or transcripts 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 Student Debt Policy, which is available at: www.brookes.ac.uk/regulations/academic-policies

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. If you are an international student subject to immigration

control, the University may discuss your immigration status with the Home Office and both the Home Office and the University may share relevant information pertaining to your immigration status. For further information on this and other mandatory information sharing please see

www.brookes.ac.uk/student-privacy-notice

Halls of Residence: Please note that the University offers students a mix of halls and they are not all owned and managed by the University. Therefore, different lease terms and conditions may apply to partnership halls, including the rules that apply if you withdraw from your Programme. If you are offered a place in a University owned and managed our hall of residence, you must remain 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.

Student Loans Company Ltd (“SLC”): Please note that if you withdraw or are withdrawn from your Programme, this may have consequences on your ability to access future loans. In addition, we are also obliged to report certain events and activities to the SLC including, but not limited to, students extending or withdrawing from their programme for whatever reason. For further information on this and other mandatory information sharing please see

www.brookes.ac.uk/student-privacy-notice

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, 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
- (b) if, for any reason, you are unable to satisfy any mandatory entry requirement of 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, in our reasonable opinion, under the Equality Act 2010 there is no reasonable adjustment that we can make to adequately support you on your Programme; and/or
- (e) 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 or at our premises; and/or
- (f) if, in our reasonable opinion, any qualification or status has been obtained by fraud; and/or
- (g) if you fail to pay your tuition fees within 6 weeks of the due date notified to you (see paragraph 2.8.3 of our Student Debt Policy); and/or
- (h) if you are convicted of an indictable offence in the UK or an equivalent offence of any other country; and/or
- (i) 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
- (j) 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
- (k) If you breach any of the terms set out in these terms and conditions of enrolment; and/or
- (l) 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, without limitation, 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 shall use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of our obligations to you; however, mitigation may not be possible in every circumstance and we may therefore be unable to run your Programme as we had intended.

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.