

The Student Contract for distance learners

Executive Summary

The Student Contract sets out the contractual relationship between a Student and the University. This Student Contract is for registered students who are enrolled on a programme designed to be delivered fully online, where you will not be required to attend campus at any point, as you will be conducting all learning 'at a distance' (through online learning) referred to herein after as a "Distance Learner".

As a Distance Learner, you are welcome to visit our campuses and make use of the general student facilities and services, as permitted by your student card and this contract. You may also be invited to attend one of our campuses for special events or for any residential aspect to your programme. Please see the Visa and Immigration Status section 3.17 below which may apply to such visits.

The Student Contract sets out the core terms including the University's liabilities and responsibilities towards an individual Distance Learner and the individual Distance Learner's responsibility to both themselves and the University as a party to the contract. There are also links to and detailed information on material terms including: Fees; the Complaints Procedure; the University's Quality and Standards regulations, and the University's Intellectual Property Policy.

Distance Learners are encouraged to read the entire Student Contract, and can use the links within the contents page to navigate through to the specific detail.

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1. Introduction

When you accept an offer of a place, you enter into a contract with the University of Exeter (“**the University**”) which includes rights and obligations on both sides in connection with your programme of study (“**the Contract**”). This Contract will last for the full duration of your time whilst registered as a Distance Learner at the University.

You may also enter into additional contracts with the University for other services, or additional contracts relating to particular aspects of your programme where there may be a third party involved, such as an industry sponsor or a placement.

Your offer letter (sent by email) will contain specific information about the offer we are making you, including but not limited to, the programme on which you are offered a place, your fees, duration of your programme, details specific to your programme and your offer. You may also receive a financial offer letter (sent by email) if you have applied for or are awarded funding from the University to support your programme. When you accept this offer, your Contract will be formed.

The terms and conditions set out herein together with the terms of any offer letter is the contract between you and the University.

Your relationship with the University prior to you accepting your offer will be governed by the University’s Admissions Policy: <https://www.exeter.ac.uk/undergraduate/applying/termsandpolicies/policy/> or <https://www.exeter.ac.uk/postgraduate/applying/termsconditionsandpolicies/admissions-policy/>

The University

The University of Exeter is an exempt charity incorporated by Royal Charter (registration number: RC000653). Our registered address is: The University of Exeter, Northcote House, The Queen’s Drive, Exeter, Devon, EX4 4QJ, United Kingdom.

We have campuses in Exeter (Streatham and St. Luke’s) and campuses in Cornwall, including Penryn.

The terms and conditions set out herein apply to Distance Learners studying at the University on a distance learning programme.

2. University Responsibilities

University responsibilities to you include complying with national legislation relevant to you as a Distance Learner and the delivery of your programme, such as consumer law, online selling, quality assurance and data protection; our duty of care to you whilst you are undertaking your programme; and also making sure you can easily find important information about:

- The University
- Your programme
- How to raise issues of concern and to complain when you are a Distance Learner
- Other aspects of University life.

During the term of this Contract, the University agrees to provide you with the following services with all reasonable skill and care:

- Teaching required as part of your programme
- Supervision and/ or academic tutoring, where appropriate
- Assessment, as defined in the relevant programme specification(s) and/ or module descriptor(s), and/ or within the Regulations Governing Academic Programmes
- Assessment feedback, as defined in the relevant programme specification(s) and/ or module descriptor(s)
- Relevant library and IT services to enable you to undertake your programme and which are made available to all distance learner students in accordance with our policies that are in effect at the time. This does not include personal hardware or guaranteed internet speed
- Distance Learner wellbeing and welfare support as reasonably requested/ required for distance learners
- Reasonable student services.

As a Distance Learner, your access to the services the University provides to Distance Learners will be primarily online or over the telephone where relevant. You acknowledge that some of the services may only operate during certain hours (for example, 09:00 – 17:00 UK time), and whilst the University will try, where practicable, to find times that can work for both staff and the Distance Learner, it cannot guarantee that such services will operate outside of its normal delivery hours.

As a Distance Learner, you may be based outside of the UK, and as such, you acknowledge that the local laws and regulations of your country of residence may impact your access to certain services, and in fact may even mean that you are not allowed to receive wellbeing services (for example). You are responsible for ensuring that you are complying with the local laws of your country of residence before accessing any of the services provided by the University.

As a registered Distance Learner of the University, you are welcome to visit our campuses and you will have a student card to be able to access the library facilities. However, your teaching, supervision, tutoring, assessment and other services will all be online. You have no entitlement to attend or access campus based teaching, supervision, tutoring, assessment or other services that are provided to you online.

2.1 Liability

The University will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this Contract to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party. We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had foreseen and/ or taken reasonable care.

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective Distance Learner or the registered Distance Learner to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.

The University cannot be liable to you, and we cannot accept responsibility for:

- any damage to your property whether on one of our campuses or not (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops), unless caused by our negligence;
- work submitted for assessment (whether submitted electronically or in hardcopy) that is not returned;
- personal injury or death except in so far as it is caused by our negligence;
- loss of opportunity and loss of income or profit, however arising.

The University does not limit its liability in any way for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which we are not permitted to exclude or limit our liability by law.

You should ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles, motor vehicles) if you are planning to visit the University campus. The University is not liable for damage to or loss of such personal property. In certain circumstances you may be required to obtain other types of insurance, for example, medical and travel insurance if you undertake a placement or fieldwork as part of your programme overseas.

2.2 Events outside our control

There may be circumstances outside the control of the University that impact on your programme of study. Such circumstances may include but not be limited to:

- Severe weather, fire, flood, act of God, terrorism, cyber-attack, civil disorder, political unrest, government restrictions, travel restrictions, pandemic or epidemic;
- Industrial action (including that which may involve University staff);
- Telecommunications or power failure;
- Health, safety and welfare, for example transmission of a serious illness;

- Any law or any action taken by a government or public authority, for example if the University is not legally permitted by the UK Government to provide your chosen programme into your country, or your country's government/regime will not let you receive the programme (for example, because it deems the content to be illegal, there are imposed firewalls and/or internet access has been removed); or
- A key member of staff leaving the University or being unable to supervise or teach, where the module content relies on their area of expertise (although we usually have alternative staff members).

Where your programme has content, a placement, supervision or funding provided by a third party, the University will seek to have contractual assurance from that third party that the part of your programme they are delivering is secure for the relevant period of your programme. However, that third party may also experience such circumstances outside its control that directly affect its contribution to your programme and in such an instance, may withdraw its contribution.

The University will endeavour to minimise the impact to you and your programme if any of these circumstances happen, however we cannot be held responsible for any loss, damage, inconvenience, expense, variation or failure in provision of our services to you resulting from such circumstances.

2.3 Changes to your Programme of Study

Your offer to study at the University is based on the latest key information about your programme as set out on the [Faculty/School/College](#) and Department website at the date your offer is made. Information contained in publications such as the prospectus, fliers and/or [Faculty/School/College](#)-handbook, is correct at the time of publication. However, changes to programmes may be needed to meet the requirements of an accrediting body, updated legislative requirements, or to keep programmes up to date where teaching or module content is linked to changing practices, or changing environmental or commercial areas of study. The University will seek only to make such changes where it reasonably believes that the changes will enhance the quality or content of the programme; or where the University is required to make such changes by law; or it reasonably considers such a change to be necessary for its wider purposes.

Such changes are likely to have minimum effect on your programme, however, once you have accepted an offer of a place, you will be notified of any such changes that materially impact on the content or delivery of your programme.

After you have accepted your offer, if any such changes are likely to materially affect the content of your programme; significantly delay or prevent you from undertaking a core part of your programme; withdraw or merge a programme with another (including if your programme is under or oversubscribed and we have to withdraw the programme or your registration); or alter the award for which you are studying ("**a Significant Change**"), you will be notified at the earliest opportunity by the University. If you do not agree to a Significant Change to your programme, you may:

- terminate the Contract with us, and you may be entitled to an appropriate refund of deposit or tuition fees you have paid to us (where the University reasonably believes there is a fair case to do so); or
- the University will assist you in finding a suitable alternative programme or module (subject to availability and you complying with the admission requirements of that programme); or
- finding reasonable equivalent to any withdrawn third party contributions; or
- identifying an alternative method of continuing to provide the same content, in consultation with impacted Distance Learners (if required); or
- where you have already commenced a programme, providing compensation where it reasonably believes it is fair to do so.

Further information on arrangements associated with changes to your programme of study is set out in the University's Student Protection Plan, which can be found at: https://www.exeter.ac.uk/media/universityofexeter/studying/students/docs/Student_Protection_Plan.pdf

Optional modules: When you register for your programme, there may be a number of optional modules listed that are subject to change, development and/or approval. We do not guarantee that those optional modules will be available to you when you want to take them, and we are entitled to change or withdraw those optional modules and/or their start dates (although there will always be a module to take to complete your programme). If we have warned you about these modules being subject to change, development and/or approval, and we then remove them, this is not a Significant Change (as described above).

2.4 Student Complaints Procedure

The University's complaints procedure can be found at:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/complaints/>

The University makes every effort to ensure that you have the best experience possible while studying at Exeter. However, we recognise that there may be occasions where you are dissatisfied with some aspect of your experience at the University.

The Student Complaints procedure is designed to cover the following types of complaint:

- A failing in a University service, academic or non-academic
- Misinformation about academic programmes
- Poor teaching or supervision
- Insufficient facilities
- Concerns relating to Equality and Diversity and/or Dignity and Respect

If you are unhappy with your experience or with the service you have received you are encouraged to first talk directly with the person responsible before commencing a formal complaints process.

If you remain dissatisfied with the outcome of your complaint, you may be able to complain to the Office of the Independent Adjudicator (OIA) which is an independent body, and who may review your complaint and the University's decision, if it is eligible to do so.

Details on how to raise matters with the OIA can be found at:

<https://www.oiahe.org.uk/students/can-you-complain-to-us/>

As a Distance Learner, your access to the complaints procedure will be primarily online or over the telephone where relevant. You acknowledge that aspects of the complaints procedure may only be available during specific hours, and whilst the University will try, where practicable, to find times that can work for both staff and Distance Learner, it cannot guarantee services outside of its normal delivery hours.

2.5 Academic Appeals Procedure

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/appeals/>

You have a right of appeal against academic decisions and recommendations made by the Boards of Examiners and [the Faculty Education Boards or Postgraduate Research Board](#) (or Deans acting on their behalf) that affect your academic progress.

Appeals can be made against the following decisions:

- a formal assessment result
- a degree classification
- a decision consequential to an academic failure (e.g. termination of registration)
- the decision reached is one that no reasonable body, properly directing itself, could have arrived at (for Mitigation Appeals)
- a decision consequential to unsatisfactory academic progress.

It is a principle of the University that appeals cannot be made against the academic judgment of either an internal or external examiner of the University. You can, however, appeal if you believe that this judgment was not made fairly or according to the correct University process.

Full details of the University's Academic Appeals Procedure and further advice and guidance offered by the Students' Unions (this term includes the Student's Guild at Exeter and the SU in Cornwall) can be found at the link:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/appeals/>

As a Distance Learner, your access to the academic appeals procedure will be primarily online or over the telephone where relevant. You acknowledge that aspects of the academic appeals procedure may only be available during specific hours, and whilst the University will try, where practicable, to find times that can work for both staff and Distance Learner, it cannot guarantee services outside of its normal delivery hours.

2.6 Serving Notice, Communicating and Keeping in Contact

The primary source of communication between the University and its Distance Learners is through email sent to your University email account. It is unlikely that we will send you any hardcopy correspondence as a Distance Learner, but if we do, it will only be sent in addition to the email communication, and will be posted to your "home" or main residence.

It is your responsibility to ensure that all personal and contact details are accurate, and that the University e-mail accounts are regularly monitored.

Emails sent to your University email account and letters hand-delivered to you shall be deemed effective immediately. If letters are posted to you, they shall be deemed to have been properly served 5 days after posting if sent by first class post.

A decision on a Distance Learner will not be over-turned because of a claim of missed communications where it can be shown that all reasonable efforts to contact Distance Learners were made.

All communication will be in the English language.

As a Distance Learner, you will be given a primary point of contact for general queries from distance learners.

3. Your rights and responsibilities as a Distance Learner

3.1 Your rights as a Distance Learner include the following:

- Clear details of the programme, and module choices available to you on your programme
- Information on the support services available whilst studying at the University
- Clear process for feeding back on the progress of your programme and access to a mechanism for input into the quality assurance processes of the University
- Information on how your tuition fee is spent by the University
- Consultation on changes to your programme
- To be a member of the appropriate Students' Union
- Right to withdraw, as detailed within this Contract

3.2 It is a condition of the Contract that you must:

- Virtually attend your teaching and learning events and engage with your studies whether in a formal teaching environment, in group work with your peers or in self-directed study and engage with supervisory contact points, as relevant (in accordance with the University's Attendance and Engagement Policy: <https://as.exeter.ac.uk/academic-policy-standards/tqa-manual/lts/attendance/>);
- Follow the rules, regulations, codes of practice, and policies and procedures applicable to you as a Distance Learner;
- Pay all balances due on time;
- Register each academic year on or by the relevant dates notified to you at the start of the year;
- Comply with any immigration obligations if applicable;
- Comply with any professional standards or fitness-to-practise standards that may be applicable to your programme as set out in your offer;
- Maintain a positive studying/ working environment and behave appropriately and not to engage in any sexual, racial or other harassment of or any unlawful discrimination against any person or any protected characteristics (whether or not a Distance Learner or University employee);
- Notify the University promptly of any changes to the information you provided at application or enrolment. For example, change of address, change of next of kin, any relevant criminal convictions, any relevant health disclosures. It is your responsibility to make sure that all of the information you give us is true, accurate and complete and is not misleading;
- Notify the University promptly in the event that you choose to interrupt and/or withdraw from your programme for any reason.
- By registering or re-registering to study you are confirming that you believe you are in a position to be able to engage effectively with your studies.

Failure to comply with these conditions may result in the University taking action against you under the University's regulations and/or disciplinary policy, and in some circumstances your Contract with the University may be terminated.

3.3 Key Contractual Documents and Websites

- Your offer letter, and where relevant your financial offer letter.
- The Undergraduate or Postgraduate prospectus as appropriate.

- The [Faculty/SchoolCollege](#) handbook and website specific to your programme.
- The University's General Regulations for Students:
<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/genregs/>
<http://www.exeter.ac.uk/students/administration/rulesandregulations/>
- The University's Royal Charter, Statutes, Ordinances, Regulations and Codes of Practice which may be reviewed and updated to take effect at the start of each new Academic Year
<http://www.exeter.ac.uk/staff/policies/calendar/part1/>
- The Teaching and Quality Assurance Manual
<https://as.exeter.ac.uk/academic-policy-standards/tqa-manual/>
 - For Taught Students: <http://as.exeter.ac.uk/academic-policy-standards/tqa-manual/aph/>
- Data Protection for applicants and students across the services you may use at the University
<http://www.exeter.ac.uk/aboutoursite/> under the "How we use your data" tab.
- Student Finance Regulations:
<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/finance/>
- General University documents and policies, including but not limited to: Equality and Diversity; Health and Safety; Sustainability; Modern Slavery:
<https://www.exeter.ac.uk/departments/inclusion/visionandpolicies/policies/>
<https://www.exeter.ac.uk/staff/wellbeing/safety/healthandsafetypolicy/>
<http://www.exeter.ac.uk/sustainability/policy/>
https://www.exeter.ac.uk/media/universityofexeter/staff/Modern_Slavery_statement.pdf
- Your programme requirements, content and further information are set out on the relevant programme website, linked from your [Faculty/SchoolCollege](#) homepage, or as otherwise set out in your offer letter:
<http://www.exeter.ac.uk/departments/#a2>
- The University Intellectual Property policy
<https://www.exeter.ac.uk/business/innovate/accesstoideas/>
- Any applicable third party terms and conditions, for example, a third party funder of your programme. Such terms and conditions will be highlighted in your offer letter.

In order to ensure the University complies with national legislation, accrediting and quality assurance bodies, and ensures our duty of care responsibilities, the University regulations, codes of practice, policies and procedures are under regular review. These may, therefore, be updated from time to time.

3.4 Students' Union

The Students' Guild is the students' union for University of Exeter Distance Learners on online programmes. It represents the voice of the student body to the University and works to ensure that every Distance Learner gets the most out of their time at University. It offers academic representation to all students, as well as confidential and objective support and advice on anything from financial concerns, to welfare and course queries, at any stage of your programme. The Students' Guild provides support to students with any problems they might be experiencing during their time at University, as well as providing social opportunities through its activities and societies.

Registration as a Distance Learner of the University confers membership of the Students' Guild. However, in accordance with the terms of the Education Act 1994, all students of the University have the right not to be members of a students' union and you may opt out. If you wish to exercise that right, you would not have access to the services and facilities offered to members. Additionally, you will not be eligible to speak or vote in meetings of the Students' Guild or participate in election of officers of the Students' Guild or vote in referenda. Further information can be found at: <https://www.exeterguild.org/>. If you wish to opt out of membership you can do so at any time by writing to infopoint@exeterguild.com.

The Athletic Union is part of the University and works in conjunction with the Guild and the University to develop the sporting experience and achievement of students. Membership of the Athletic Union is by joining a sports club, for which a membership fee will be due. All Constituent Clubs and Members are subject to the requirements of the Athletic Union Code of Conduct, and the University of Exeter disciplinary procedures.

3.5 Accepting your Offer

You must accept your offer as directed within your offer letter and within the timeframe specified.

The University reserves the right to amend or withdraw an offer where:

- an applicant does not meet the conditional offer of a place; and/or
- it comes to the University's attention that the applicant (or party authorised to act on behalf of an applicant) provides fraudulent or false information, or has not disclosed information that would affect the decision of the University to offer a place; and/or
- an applicant is considered on justifiable grounds to be unsuitable for a place on a particular programme according to individual circumstances, in particular where an applicant has failed to abide by these rules and regulations; and/or
- you do not accept your offer within the specified time period set out in your offer letter; and/or
- your offer of a place is conditional on you obtaining a satisfactory Disclosure Barring Service (DBS) check and/or fitness to practise evidence, and the results of that DBS check and/or fitness to practise evidence is not sufficient.

Requests to change a programme after you have accepted your offer for a particular programme are not guaranteed and are subject to availability and meeting the terms of entry for that specific programme.

3.6 Cooling Off Period and Right To Withdraw

After you have accepted a guaranteed place to study at the University, you will have a 14-day cooling off period that starts from the day after you complete the University's registration process for the programme. If you have accepted a programme which comprises multiple modules (including optional modules, and including where payment is per module) then there will only be one 14-day cooling off period when you register for the programme.

If you wish to decline your offer of the place during the 14 days, you must notify the Admissions Office, as set out in your offer letter in writing of your decision to withdraw. You may use the model cancellation form at the end of this document, but it is not obligatory. Any payments you have already made to the University will be refunded to you.

If your programme starts before the end of your 14 day cooling off period, you may still cancel your place on your programme. However, as we will have already started to provide our services to you, we reserve the right to deduct from any refund a fair amount to reflect the services we have already provided to you, to the date you notified us of your wish to withdraw from the programme. Details of the University's approach to refunds in this scenario can be found here:

<http://www.exeter.ac.uk/students/finance/studentfinanceregulations/>

You are permitted to withdraw from your programme of study at any time and for any reason after your cooling off period, but you should remember that any fees or fines outstanding must still be paid. On withdrawing from a programme, registration is terminated, and you will cease to be a Distance Learner of the University. Where you withdraw from your course certain services, such as Wellbeing and Welfare services will be provided for up to one month post de-registration/ withdrawal.

For taught Distance Learners this is detailed here:

<http://www.exeter.ac.uk/students/administration/rulesandregulations/ug-pgt/interruptionandwithdrawal/>

3.7 Fees

Your offer letter will set out the details of the tuition fees applicable to your programme. Please see this link for all the general information about student finance including fees, how to pay, funding and the University's student finance regulations: <http://www.exeter.ac.uk/students/finance/>

Details of how the undergraduate tuition fee is spent are set out here for your information: <http://www.exeter.ac.uk/students/wheredomyfeesgo/>

If you have applied for and been awarded funding to support your studies through the University, you will also receive a separate financial offer letter that sets out the details and terms of any such funding, bursary or scholarship that has been awarded to you, how this will be administered by the University, and any additional terms that you may need to comply with specific to the funding.

Fee and funding details are based on the start date of your programme shown in your offer letter. Any deferment of your start date may affect the fee and funding details shown in your offer letter, and you should discuss this with the contact person named in your offer letter. Be aware that the tuition fees may increase

each year due to inflationary pressures. You are advised to check the tuition fee for each year of your programme, which will be revised annually and set out on the relevant University website (see under the "Tuition fees" tab in this link and then select the type of fees you want to view):

<http://www.exeter.ac.uk/students/finance/studentfees/>

You will be expected to pay your tuition fees in accordance with payment due dates set out on the University website, unless you have come to a formal arrangement with the University to pay in more regular instalments or have a pre-agreed payment plan.

If you are a sponsored Distance Learner, the University will invoice your sponsor directly, unless the sponsor is providing you with the funds to pay your tuition fees directly to the University. For the avoidance of doubt, if the sponsor does not pay your tuition fees, you may be held personally responsible for payment or asked to leave your programme if you cannot pay the fees.

Unless otherwise set out in your offer letter, the tuition fee will not include charges for accommodation or subsistence costs, examination resits, extensions to your programme, travel, field trips, visa costs, any applicable travel and medical insurance for placements or travel overseas, personal expenses, bench fees or other expenses that are related to your programme.

The University will endeavour to set out on the specific programme website any mandatory costs that undertaking the programme will incur.

It is your responsibility to make sure that any applicable tuition fees, tuition fee deposit if applicable, or other expenses relating to your programme are paid in full and on time. If you (or your sponsor) do not keep up with your payments, you may not be allowed to progress on your programme or you may have access to specific services withdrawn. The University may also take legal action against you to recover any unpaid fees or costs. Penalties for non-payment are set out on the Student Finance pages of the University website (under the "When to pay and what happens if you cannot pay" tab):

<http://www.exeter.ac.uk/students/finance/studentfees/>

If you withdraw from or interrupt your programme after it starts, you may be liable to pay a proportion of the fees. Details are set out under the "Interruptions, withdrawals and refunds" tab on the Student Finance Regulations website:

<http://www.exeter.ac.uk/students/finance/studentfinanceregulations/>

3.8 General Regulations for Students

The General Regulations for students can be found at:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/genregs/>

The University is committed to delivering a high quality service, and excellent teaching and learning opportunities. At the same time it is expected that Distance Learners themselves will have observed their obligations as members of the University, through meeting their academic commitments, showing reasonable consideration for others, and a level of general behaviour in line with all the University regulations.

These include but are not limited to the following (as applicable to distance learners):

- Virtual Attendance and Engagement
- Registration
- General Conduct, including the Student's Disciplinary Procedure and Social Event Policy
- Academic and Research Conduct
- Academic Progress
- Academic Dress (if you are invited to attend an in-person awards ceremony)
- Fees
- Use of Library and IT facilities (if you are making use of these facilities on a University campus)
- Use of motor vehicles on a University campus
- Arrangement of social events.

Any Distance Learner whose behaviour does not meet these standards may be dealt with through the University's Discipline Procedure.

3.9 Student Disciplinary Procedure

Minor Offences can be dealt with by members of the University Staff who have been authorised by Senate to impose penalties. Examples of minor offences include the following to the extent applicable to Distance Learners:

- Anti-social behaviour (e.g. verbal abuse in an online seminar),
- Refusal to identify yourself to University staff or using false ID (e.g. it may be necessary to identify yourself when speaking in an online seminar or if you visit a University campus),
- If you visit a University campus, any failure to vacate during fire alarms, excessive noise, misuse of fire equipment, smoking in non-designated areas.

Major Offences are dealt with by a Disciplinary Board. Examples of major offences include but not are not limited to the following to the extent applicable to Distance Learners:

- Assault,
- Threatening, offensive, or indecent behaviour or language that causes distress to others,
- Discrimination and/ or Harassment of any kind
- Misappropriation of or damage to the property of any student or member of staff or the University (including knowingly transmitting any data, sending or uploading any material that contains viruses, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware),
- Any action likely to cause injury or impair the safety of others,
- Use, possession, buying or selling of illegal drugs,
- A serious breach of University-approved Regulations,
- Any behaviour or action likely to bring the good name of the University into disrepute.

Details of the University policy and processes followed for any formal disciplinary matters, and outcomes and the appeal process can be found by following this link:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/discipline/>

As a Distance Learner, your access to the disciplinary procedure will be primarily online or over the telephone where relevant. You acknowledge that aspects of the disciplinary procedure may only be available during specific hours, and whilst the University will try, where practicable, to find times that can work for both staff and Distance Learner, it cannot guarantee services outside of its normal delivery hours.

As a Distance Learner, you may be based outside of the UK, and as such, you acknowledge that the local laws and regulations of your country of residence may impact your access to certain services, and in fact may even mean that you are not allowed to receive or access certain services. You are responsible for ensuring that you are complying with the local laws of your country of residence before accessing any of the services provided by the University.

3.10 Rules and Regulations for Studying

As a registered Distance Learner, you are also required to abide by and submit to the University Rules and Regulations for Studying, which relate to your programme of study. These are applicable to you whilst you are registered as a Distance Learner of the University, even if you are studying away from the University or online. Please see:

<http://www.exeter.ac.uk/students/administration/rulesandregulations/>

For **undergraduate and postgraduate taught students**, these include the following:

- [Student illness](#)
- [Interruption of studies and withdrawal](#)
- [Changing your course](#)
- [Academic misconduct](#)
- [Academic appeals](#)
- [Other rules and regulations](#)
- [Module Choice](#)
- [Study abroad](#)

- [UG degrees and awards assessment procedures](#)
- [PGT degrees and awards assessment procedures](#)
- [Other regulations for assessment.](#)

3.11 Student Academic Misconduct (including Examination Misconduct)

Information on the University's regulations with regard to academic misconduct can be found here:

<http://www.exeter.ac.uk/students/administration/complaintsandappeals/academicmisconduct/>

Academic honesty means always giving full credit for any other people's contributions to our own achievements (i.e. by full and correct referencing) and never falsifying the results of any research.

Academic honesty is fundamental to the values of the University, and no student should be allowed to obtain for themselves, or for someone else, an unfair advantage as a result of academic dishonesty, whether this is by plagiarism, collusion with another, cheating, or other means.

The University takes any instances of academic misconduct very seriously, and expects all of its students to behave in a manner which upholds the principles of academic honesty.

Information about the principles and procedures which will be observed by the University when dealing with an allegation of academic misconduct by both currently registered Distance Learners and alumni of the University, and available support and advice from the Students' Unions can be found by clicking on the link above and following link: [Chapter 12 - academic conduct and practice.](#)

As a Distance Learner, your access to the academic misconduct procedure will be primarily online or over the telephone where relevant. You acknowledge that aspects of the academic misconduct procedure may only be available during specific hours, and whilst the University will try, where practicable, to find times that can work for both staff and Distance Learner, it cannot guarantee services outside of its normal delivery hours.

3.12 IT

As a Distance Learner, you are responsible for ensuring that you have adequate IT equipment or access to such equipment and adequate internet access to be able to complete your programme. Details of the minimum technical specifications and standards for hardware and software required for your programme will be set out in the relevant programme specification(s) and/or module descriptors(s). If you cannot access any programme materials or systems, you will be entitled to terminate the Contract and withdraw from the programme, and you may be entitled to an appropriate refund of deposit or tuition fees you have paid to us (where the University reasonably believes there is a fair case to do so).

As a Distance Learner, you will have a student card which will allow you to access IT facilities provided by the University on campus (computing, telecommunication and networking) to support research, learning and teaching, administration, and as otherwise applicable to your programme; and permitted recreational use. In order to use these facilities, you will need to agree to the terms and conditions of use as set out in the University IT Regulations:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/its/>

<http://www.exeter.ac.uk/ig/policy/>

Whilst the University shall endeavour to ensure that computer equipment and software it makes available for your use has reasonable security and anti-virus facilities and protections, your use of such computer equipment and any software provided by the University is at your own risk. Unless caused by our negligence, the University shall not be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available to you by the University, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the University equipment or software. The University will not be liable where damage suffered could have been prevented had you complied with the reasonable instructions of the University in terms of how to minimise or avoid the potential damage.

3.13 Intellectual Property

Undergraduate and postgraduate students will normally own the intellectual property (IP) they generate in the course of their studies, however, there are some exceptions. These are set out in the University Intellectual Property policy (link below).

Where student IP is to vest in another party, the relevant Distance Learner will be asked to enter into a written assignment, and if any revenues arise and are received by the University from that IP, the Distance Learner will be able to participate in any revenue sharing scheme.

Where, prior to offer stage, the University is aware that the IP that you create as part of your programme is to vest in another party, you will be notified of this variation from the normal University IP policy in your offer letter (or your agreement with that other party).

Further details are found in the University Intellectual Property Policy.

<https://www.exeter.ac.uk/business/innovate/accesstoideas/>

3.14 Lecture Capture

The University may record teaching and other educational sessions in which you may participate, however you will have the option to opt out of being recorded. The University will own the copyright of those recordings. You must not disclose any confidential information within those sessions. You will not have any right to reproduce this material, save for personal educational use only.

If you record a teaching or other education session on a personal device, in advance of the recording, you must seek consent of the presenters and must use that recording for your own personal educational use only, for example, you are not permitted to share online that recording or any teaching materials displayed in it.

Further details about the University Lecture Capture Policy can be found here: <https://as.exeter.ac.uk/recap/lcp/>

3.15 Working or studying at another university, institution or company as part of your programme

As part of your programme you may spend time at another university, institution or company in the UK or abroad.

If you are undertaking a solely University of Exeter award, the rules and regulations applicable to the academic standards, monitoring, progression and assessment of your award, which also includes interruption, withdrawal, complaints and appeals, will be that of the University even when you are studying in another location. You will therefore have to continue to engage with the University in accordance with our required processes and procedures whilst you are studying away from the University.

Unless you are formally interrupting your studies and ceasing to be a registered University Distance Learner, the University regulations will continue to apply when you are undertaking part of your programme at another university, institution or company. You may also have to agree to terms and conditions of the other party which will also be applicable to you whilst you are at that location. These may include terms and conditions of a visiting student, separate placement terms, or a short-term employment contract with a company. Such terms may include but not be limited to misconduct, disciplinary process, library regulations, IT regulations, accommodation, supervision, and health and safety, which are specific to the location and institution/organisation in which you are studying. The University may be involved in any disciplinary matters arising from any breach of such terms and conditions at the request of the other institution. The University may also engage its disciplinary process if it considers such a breach at another institution, to be a breach of the University regulations.

If you are undertaking a joint award with another institution, the University will seek to ensure that there is no conflict between each institution's regulations that may affect your programme. Where such regulations are varied from the standard University regulations, you will be advised of this variation at offer stage. In the unlikely event that a conflict in such regulations is subsequently identified, the University will work with the other institution to ensure that the regulations followed will be those that are the most beneficial to the Distance Learner.

You may be asked to enter into a further separate written contract for a particular part of your programme where additional terms are to be agreed; a third party may have a vested interest in part of your programme; or to vary any of the standard University terms and conditions. For example:

- A 3-way studentship agreement where a third party (usually an industry partner) is providing some resource or funding for your programme in return for a share in or licence to the intellectual property.
- A 3-way placement agreement where you are spending some time at a company or organisation for a credit bearing part of your programme (in the case of PGR this may not be credit bearing), and all parties (you, the University and the placement provider) are agreeing the parameters of your placement.
- An intellectual property assignment where you agree to assign part or all of the intellectual property that you create during your programme to another party, be that the University or a third party. This usually only occurs where there are third party terms that govern the intellectual property that arises as part of your programme.
- A confidentiality agreement where you may have access to another party's confidential information, and you are required to personally agree to the non-disclosure of such information.

- A 3-way commitment statement where your employer is funding your programme (directly or through an apprenticeship levy) and you will be undertaking some “on-the-job” experience at your employer as part of your University programme. Any intellectual property rights that you create during your programme may be owned by your employer and may be set out in your employment contract with them.

Where any such third party terms are known to the University prior to the start of your programme, you will be informed of them in your offer letter. Acceptance of your offer letter will also be an acceptance of these terms.

Where any third party terms that directly affect your programme, such as assignment of intellectual property, are proposed after the start of your programme, you will have the opportunity to review those terms before agreeing to them, but will not be under any obligation to accept them.

For the avoidance of doubt, where you sign such a contract, you are agreeing to those terms that are applicable to you in a personal capacity. If you breach your obligations in that contract, you may find yourself personally liable for any losses that may be incurred by the other parties that arise from your breach. If you choose to enter into any third party contracts that relate to your programme without appropriate reference to your programme/module convenor or supervisor, or other relevant member of University staff, you do so of your own free will, and the University cannot be liable for such obligations you have agreed to in a personal capacity with another party.

3.16 Distance Learning Programmes

As your programme is delivered to you online or ‘at a distance’, you acknowledge that the University cannot guarantee that you will always be able to access the programme uninterrupted, due to the nature of the internet.

You also acknowledge that materials and other information provided for your programme may not be able to be downloaded or printed in a useable format using unsupported software, or where the materials or other information is intended as an online resource only, or outside a specified time period.

The University may be required to update the IT systems that support your programme, and where possible, the University will give you notice of any planned maintenance that may affect your access to your programme. However you acknowledge that unplanned essential maintenance; suspension to prevent a virus/cyber-attack and/or protect IT systems; or a legal requirement to suspend services issued by a competent authority, may be required and in such circumstances, the University may not be able to give you advanced warning.

You will be directly responsible for payment of any fees and costs associated with access to the programme from outside the University, such as broadband, and you will be responsible for ensuring that your hardware and software meet the minimum technical specifications and standards as required for your programme (see section 3.12 (IT) above).

Certain services provided by the University will be more limited, particularly those which are campus based i.e. Wellbeing and Welfare services. Where appropriate the University may ask Distance Learners to access local health/ support services.

As a Distance Learner, your access to certain services will be primarily online or over the telephone where relevant. You acknowledge that aspects of certain services may only be available during specific hours, and whilst the University will try, where practicable, to find times that can work for both staff and Distance Learner, it cannot guarantee services outside of its normal delivery hours.

As a Distance Learner, you may be based outside of the UK, and as such, you acknowledge that the local laws and regulations of your country of residence may impact your access to certain services, and in fact may even mean that you are not allowed to receive wellbeing services (for example). You are responsible for ensuring that you are complying with the local laws of your country of residence before accessing any of the services provided by the University. If you cannot access any programme materials, you will be entitled to terminate the Contract and withdraw from the programme and you may be entitled to an appropriate refund of deposit or tuition fees you have paid to us (where the University reasonably believes there is a fair case to do so, for example, if the University did not provide the appropriate IT access information).

The education, resources and services we provide to you are for your own personal educational use. You must not transfer or give access to your programme to anyone else, and you should take steps to ensure that no one else is receiving our education and accompanying resources and services. You must not reproduce any programme materials or content that are provided to you, save for personal educational purposes.

3.17 Visa and Immigration Status

When you register, you must provide your home address. If you are not resident in the UK, certain modules or programmes may not be available to you.

As a Distance Learner, it is not anticipated that you will be applying for a student visa through the University. If you wish to visit the University’s campuses, it is anticipated that you will do so on a tourist visa.

The University reserves the right to undertake checks on you, including your location, and we may contact the Home Office, Foreign Office, police, INTERPOL or other governmental or regulatory agency if we have legitimate concerns as to the validity information you have provided to us.

It is your responsibility as a Distance Learner to ensure that the qualification, programme or module you are registering to study is recognised by the appropriate professional body, employer and/or country within which you intend to use that qualification or the knowledge, skills or competences learned on that programme or module. It is also your responsibility to check that the country within which you intend to use the qualification or the knowledge, skills or competences learned on a programme or module recognises and accepts *online* programmes.

3.18 Equality, Diversity, Accessibility and Inclusivity

The University is committed to creating an environment where everyone is treated fairly, regardless of gender, disability, ethnic origin, religion or belief, sexual orientation, age, nationality, or marital status and we expect our students' behaviour to support this commitment.

We will seek to ensure that all Distance Learners will have access to the full range of institutional facilities and resources to the extent available to distance learners, and that adjustments to learning practices and environments are considered wherever reasonably possible.

If you have a disability and/or you need support to undertake your programme, we will seek to support you wherever possible and if reasonable to do so. We, therefore, encourage you to disclose that disability and/or request required support at the earliest opportunity. Our support available to you may be limited if you choose not to disclose your disability to the University, or you do so at short notice. As a Distance Learner who may not be based in the UK, you may not be entitled to the same funding for support requirements as on-campus UK based students, as the funding allocation (by the UK Government or other funding bodies) may be limited to UK based learners. You may need to fund any support requirements yourself.

Our Wellbeing and Welfare Services can support you throughout your study and coping with life at University (although provision to distance learners may be limited as set out below).

<http://www.exeter.ac.uk/wellbeing/accessibility/>

<https://www.fxplus.ac.uk/students/student-services/accessibility>

3.19 Student Support and Welfare

The University places a very high priority on your health and wellbeing, and we have a wide range of support services available for you whenever you may need them.

<http://www.exeter.ac.uk/newstudents/supportandservices/yourhealthandwelfare/>

<https://www.fxplus.ac.uk/students/student-services/wellbeing>

For a full range of our support services available to you during your time at the University, please see our website at: <http://www.exeter.ac.uk/newstudents/supportandservices/student-servicesdirectory/> and <http://www.exeter.ac.uk/students/az-services/>

<https://www.fxplus.ac.uk/students/student-services>

For distance learners based outside of the UK the University can offer a one-off wellbeing and welfare consultation with you, however due to unknown legal implications of your country of residence, we cannot offer ongoing clinical support or counselling. The consultation may be focused on advising you of how to seek support locally via external services.

As a Distance Learner, you may be based outside of the UK, and as such, you acknowledge that the local laws and regulations of your country of residence may impact your access to certain services, and in fact may even mean that you are not allowed to receive wellbeing services (for example). You are responsible for ensuring that you are complying with the local laws of your country of residence before accessing any of the services provided by the University.

3.20 Health and Safety

The University is committed to complying with health and safety requirements for distance learners. As a Distance Learner you will decide on the location and environment in which you carry out your studies. As such, whilst the University can provide general advice, you will be primarily responsible for ensuring you are working in a safe and healthy environment.

The Students' Unions also have Health and Safety representatives that can offer advice and support.

The University has a Health and Safety Committee which oversees the University Health and Safety Policy, and makes reports and recommendations as necessary.

<http://www.exeter.ac.uk/staff/wellbeing/safety/>

Notwithstanding the above, you should be aware of the safety rules applying to buildings (if you decide to visit our campuses), your programme or **Faculty/School/College**; read the safety notices, and know what to do in the event of a fire and be aware of at least two escape routes from your place of study or any other area you may occupy. Where appropriate you should undertake mandatory health and safety training as specified for your programme. This will be notified to you in your personal training plans.

In addition, if you are planning to visit one of our campuses and are a Distance Learner with either permanent or temporary mobility disabilities which might affect their ability to leave a building or use the stairs unaided should provide information so as to enable the university to implement personal emergency evacuation plans (PEEPs) and fulfil its obligations in relation to fire safety arrangements. Any such need should be discussed prior to starting at the University with the AccessAbility Team accesscentre@exeter.ac.uk or +44 (0) 1392 723880 for the Exeter campuses and <https://www.fxplus.ac.uk/students/student-services/accessibility> for the Penryn campus.

There are restrictions on bringing hazardous materials or substances onto university premises, including halls of residence, which could give rise to safety or security concerns e.g. flammable materials, gas canisters, pyrotechnics, toxic chemicals, illegal substances and drugs etc.

Your **Faculty/School/College** will provide you with induction and training relating to health and safety appropriate to your programme of study. This may include the following to the extent they relate to your programme or if you are visiting one of our campuses:

- fire evacuation
- accident prevention and reporting (accidents should be reported to the member of staff in charge of the session or to the nearest Site Manager's Office/desk)
- safe use of materials/equipment
- any hazardous substances
- specific policies/safe working procedures
- risk assessments/safety precautions.

Safety regulations and procedures will also apply during off site activities such as field trips. Everyone has a legal duty not to interfere or misuse anything that has been provided in the interests of welfare, or health and safety, and to co-operate with the University where duties are imposed under the Health and Safety at Work Act or other statutory provisions. This includes avoiding silly or reckless behaviour, and also taking positive steps to identify and understand hazards, paying particular attention to dangerous areas as well as residences.

You are required to comply with safety rules and procedures (including any PEEP) and, thus, ensure that nothing you do, or fail to do, will place yourself or others at risk. In the first instance, any issues regarding health and safety should be reported to your course tutor/supervisor.

The University's Disciplinary procedures may be invoked in the case of Distance Learners breaking specific safety regulations. Failure to follow safety rules may also result in a criminal prosecution.

3.21 Health Wellbeing and Support for Study Procedures (HWSSP) – Fitness to Study

The Health Wellbeing and Support for Study Procedures can be found at:

<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/health/>

The University recognises that an underlying disability or health matter can impact on your ability to study, for example where your performance or attendance or behaviour is affected.

The University has put in place support procedures where, in such a case, we would consider your ability to study, learn and graduate successfully, and to ensure that the University has provided you with every reasonable support to enable you to complete your studies.

The Health, Wellbeing and Support for Study procedure can be recommended either by academic staff or by support staff, if they have sufficient concerns.

As a Distance Learner who may not be based in the UK, you may not be entitled to the same funding for support requirements as on-campus UK based students, as the funding allocation (by the UK Government or other funding bodies) may be limited to UK based learners. You may need to fund any support requirements yourself.

3.22 Accommodation

As a Distance Learner, it is expected that you will not be attending campus for accommodation, unless there is a residential aspect to your programme. Details of any residential aspect of your programme will be sent to you in your emailed offer letter and you will be responsible for accommodation and travel. If relevant, details of how to apply for University accommodation are set out on the accommodation webpage: <http://www.exeter.ac.uk/accommodation/>

3.23 Data Protection

Your personal data is collected by the University to enable the University to fulfil its contractual obligations to you in the delivery of education and student services.

In some circumstances, it may be necessary for the University to transfer your personal data to a country outside the UK (for example, if you undertake part of your programme in that country or if you are resident in that country). Such a transfer will only be made for the purposes of your programme, or as otherwise set out in our Privacy Statement:

<https://www.exeter.ac.uk/privacy/students/#a2>

However, you need to be aware that countries outside the UK may not offer data protection equivalent to that applicable in the UK, and by accepting these terms and conditions upon enrolment, you consent to the transfer of data in these circumstances and for that purpose.

It may also be collected to fulfil legal obligations and/or regulatory duties that it owes to its regulators and to other third parties. Details about how and why we process your personal data can be found here:

<https://www.exeter.ac.uk/privacy/students/#a2>

3.24 Freedom of Speech

The role of universities in ensuring free speech is reinforced in two pieces of legislation in the UK:

1. The 1986 Education Act states that: "persons concerned in the government of any establishment...shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers."

The University will not, therefore, as far as is reasonably practicable, deny access to its premises or platforms to individuals or bodies on the basis of their beliefs, views, or policies.

2. The Equality Act 2010 covers the following protected characteristics: age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief and sexual orientation.

The associated public sector equality duty requires universities, in the exercise of their functions, to have due regard to the need to:

- eliminate discrimination, harassment and victimisation and any other conduct that is prohibited under the Act;
- advance equality of opportunity between people who share a relevant protected characteristic and people who do not share it;
- foster good relations between people who share a relevant protected characteristic and those who do not share it.

The University expects students, staff, governors, the Students' Unions and visitors to ensure that freedom of speech within the law is assured. Whilst there is no legal prohibition in the UK on offending others, the University, nevertheless, believes that discussion that is open and honest can take place only if offensive or unnecessarily provocative action and language is avoided. Students, staff, governors, the Students' Unions and visiting speakers are, therefore, required to demonstrate sensitivity to the diversity of the University community, and to show others respect.

The University has a Code of Practice with which it expects its staff and student to comply. This can be found at: <http://www.exeter.ac.uk/news/events/freedomofspeechpolicy/>

3.25 Prevent

Under the [Counter Terrorism and Security Act 2015](#) the Prevent duty places an obligation on higher education institutions in the UK to have "due regard to the need to prevent individuals from being drawn into terrorism". Compliance with the duty in England is monitored by the Office for Students (OfS).

Government Guidance requires that universities have policies in place for external speakers and events, the training of staff, welfare and pastoral care, and IT usage. It also makes it clear that the approach to Prevent should be reasonable and proportionate in the context of the assessment of risk within the local environment.

The University's approach to Prevent is primarily one of safeguarding the welfare of our students and staff. We will also ensure that the duty is balanced against our fundamental commitment to academic freedom and freedom of speech, and other key legislation such as the Equality Act and the Human Rights Act. Free and open debate in often controversial subjects is a key element of University life, and we will always seek to allow events to go ahead providing that they are within the law.

The University, therefore, has a number of policies and Codes of Practice that relate to Prevent, to ensure the University's compliance, and to engage in the wellbeing and duty of care for students and staff. Such policies and Codes of Practice, including how to arrange an event and/or a speaker, how to use material in your research or study that may raise the interest in the security services, and how to raise a concern, can be found here: <http://www.exeter.ac.uk/cgr/prevent/>

4. How this Contract may be ended

The University may end this Contract with you in the following circumstances:

- If you fail to pay your tuition fees to us by the specified due date for payment, and where you fail to make good your debt;
- If any of the conditions set out in our offer to you are not met, or cease to be met after the Contract is formed;
- If you do not enrol or re-enrol onto your programme by the relevant enrolment or re-enrolment date;
- If it becomes apparent that the information you have provided to us during your application, or at any stage during the term of this Contract, is incorrect or misleading (including information about who you are and your location);
- Where the University withdraws your offer in accordance with section 3.4 of this Contract;
- If you re-locate to a country in which we are not permitted or not able to deliver the programme or module;
- You acquire a relevant or fail to disclose a relevant criminal conviction, if applicable;
- If we take disciplinary action against you in accordance with the relevant disciplinary procedure, and where we determine that as a result of that procedure, you are no longer able to continue with your programme;
- If we take action against you in accordance with the fitness to study, fitness to practise, or where you have failed to comply with health disclosure/requirements related to your programme if specified in your offer or professional requirements;
- Where you are in material breach of any of our regulations, policies, procedures and/or codes of conduct;
- If you are expelled or dismissed from any institution or organisation other than the University which you are required to attend or be a member of as part of your programme;
- If you fail to progress academically in your programme in accordance with the University regulations;
- For any other reason that, in our reasonable discretion, means your continued attendance at the University is inappropriate or unsafe, either for yourself or for your fellow students and /or University staff.

If the University ends the Contract as set out above, you may still be liable to pay any outstanding tuition fees or costs owed to the University to the date you leave the University, unless this is otherwise agreed with the University.

At the date of termination, you will be required to:

- Stop studying on your programme, cease accessing any online content, and to leave the University;
- To pay any outstanding fees or costs owed to the University;
- Return your student ID card; and
- Return any University property, both physical and any data that you hold.

The University will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the University to terminate the Contract, including where we terminate the Contract as a result of disciplinary action taken by the University (provided the action by the University is not negligent, and is taken properly in accordance with the Contract and the relevant University's procedures).

You may end this Contract with the University in the following circumstances:

- where we are in material breach of our obligations to you (as described in "University responsibilities" section above) to provide the services with reasonable care and skill. You may be entitled to a proportionate refund of any tuition fees paid in such circumstances, and you will have no further liability to us for tuition fees from the date you terminate for reasons of our breach;
- Where the University is instigating a Significant Change (as defined above) to your programme which you do not agree with. Further information on arrangements associated with changes to your programme of study are set out in the University's Student Protection Plan, which can be found at: http://www.exeter.ac.uk/media/universityofexeter/studying/students/docs/Student_Protection_Plan.pdf;
- At any time, without reason, but you may be liable for tuition fees if you do so.

Refunds and Compensation

The University's approach to Refunds and Compensation is set out in the Student Protection Plan: http://www.exeter.ac.uk/media/universityofexeter/studying/students/docs/Student_Protection_Plan.pdf.

If changes to your programme are made after you have accepted your offer, the University will try to give you early notification of those changes and minimise their impact by offering suitable alternative arrangements, helping you find an alternative programme or University or providing compensation where it believes there is a fair case to do so.

5. General Terms

Each section of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

Any notice or other communication made under this Contract shall be in writing, in English and addressed to you at the last email or postal address notified by you to the University, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address, or if made by first class post (48 hours after being posted to that address). You are required to maintain your current contact information via the university online systems.

If you breach the terms of our Contract and the University chooses not to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

The Contract is between you and the University. No other person will have any rights to enforce any of its terms.

The Contract is governed by English law. You and the University agree that the English courts have non-exclusive jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland, Wales or Scotland you may also bring proceedings in that country as applicable.

If you have any questions or concerns about this Contract, please contact the Registrar: Registrar@exeter.ac.uk.

MODEL CANCELLATION FORM – IF YOU WANT TO CANCEL YOUR CONTRACT WITH THE UNIVERSITY

Please fill out this form and send by email or post to:

Info.peterchalk@exeter.ac.uk

OR

Info at Peter Chalk, Peter Chalk/Newman Buildings, Streatham Campus, University of Exeter, Exeter, EX4 4QQ, United Kingdom

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in [(Month)] [(Year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Reason for cancellation (optional):

Address of student:

Signature of student:

Date: