



HARTPURY
UNIVERSITY

**Hartpury University
Terms and Conditions
2019 Entry**

Contents

1	Your contract with us	2
2	Conditions.....	3
3	Your Rights to Cancel.....	3
4	Obligations of Hartpury	4
5	Your Obligations	4
6	Tuition Fees, Additional Charges, Payment and Debt.....	5
7	Immigration Status and the Right to Study	6
8	Changes to this Contract	6
9	Data Protection and General Data Protection Regulation	6
10	Intellectual Property	7
11	Termination and suspension.....	7
12	Complaints.....	8
13	Liability.....	9
13	Events outside our control (Force Majeure).....	9
15	Communication.....	10
16	General provisions.....	11
17	Feedback.....	11
	Appendix 1	12
	Document Control.....	16

1 Your contract with us

For the purposes of this document Hartpury is referring to Hartpury University and Hartpury College, Hartpury House, Hartpury, Gloucestershire, GL19 3BE. This contract applies to those students on a degree programme awarded by Hartpury University.

When you accept an offer to study at Hartpury, a legal contract will be formed between Hartpury and you and you will be agreeing to the terms of the contract. This contract applies from the point of acknowledgement of your acceptance of our offer at Hartpury, until you cease to be an enrolled student at Hartpury.

The contract is made up of these terms and conditions, the terms set out in your offer letter and the following documents which can be found on our website at www.hartpury.ac.uk and are also available in alternative formats on request from enquiries@hartpury.ac.uk:

- The Course Information Sheet and course specification (e.g. module or programme specification);
- Hartpury University Admissions Policy;
- Hartpury University Tuition Fees Policy;
- Academic Regulations (including information on the Appeals Procedure, Assessment Offences, Professional Suitability, Student Expulsion and the Withholding of Awards);
- Student Protection Plan;
- Student Non-Academic Disciplinary Policy and Procedure;
- Intellectual Property Rights Policy;
- Hartpury General Privacy Policy.

You should familiarise yourself carefully with these documents before you accept an offer to study at Hartpury as they affect you and you must comply with them at all times. Failure to comply with the conditions and requirements contained in these documents may entitle Hartpury to terminate the contract. These documents are reviewed regularly and any amendments to the contract will need to comply with the variation provisions laid out in Appendix 1 of this document.

If you have accepted a place for deferred entry in a future year, or if it is agreed at some future point that you may defer your entry, these Terms and Conditions will apply. If there is a change in the Terms and Conditions that affect you as a deferred applicant, we follow the procedure in Appendix 1.

2 Conditions

Your ability to take up your offer of a place, to enrol with Hartpury and/or to remain enrolled will depend on you meeting the conditions expressly provided for in your offer letter, those set out in in this document and the related policy documents listed in section 1. Your offer letter will be sent to the correspondence address you provide in your application. It explains how you can accept your offer. When you accept your offer we will send an email acknowledgement.

If you fail to meet these conditions, we may be entitled to terminate the contract and may withdraw our offer of a place or your enrolment for study. It is a requirement that you satisfactorily enrol for every year of your time studying with us, meeting the specific requirements detailed in the Academic Regulations, Part B. Failure to enrol may result in us withdrawing you from your studies and terminating our contract with you.

3 Your Rights to Cancel

If you accept an offer and then change your mind, you have the right to cancel within 14 days without giving us any reason. This 14 day period will start from the date of the acknowledgement of acceptance of your offer. If you change your mind you can notify us of your cancellation on the form on our website at www.hartpury.ac.uk or by contacting the Admissions Team. If you cancel within the 14 day cancellation period, we will reimburse you in full all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

4 Obligations of Hartpury

Whilst we recognise that the student contract is subject to consumer legislation, our relationship with you is more than a transactional arrangement and represents a partnership with mutual rights and obligations for Hartpury and you alike. In summary, we agree to provide you with:

- pre-enrolment information about your chosen course, including the qualifications and/or awards that may be available depending on your successful completion;
- the course and related teaching and learning resources and support;
- professional and appropriate student support services including employability; learning and well-being support;
- assessment and feedback on your progress;
- information and opportunities for work experience and placement;
- certification and conferment of an award in accordance with the Academic Regulations.

5 Your Obligations

By accepting your offer of a place, you confirm and declare that the information you have provided in support of your admission to, and enrolment for, study with Hartpury is accurate and complete to the best of your knowledge. The provision of incomplete, false or misleading information may render your application and enrolment invalid and will entitle Hartpury to terminate its contract with you and remove any qualifications gained under false pretences (see the Academic Regulations, Part B).

You are required to:

- Familiarise yourself and comply with the requirements in this document and those included in the documents listed in Section 1;
- Provide full and accurate information promptly when requested, including original academic and personal documentation prior to satisfactory enrolment;
- Attend all enrolment, induction, teaching and assessment activities;
- Observe the conduct requirements associated with the Hartpury regulations, policies and procedures;

- Observe the professional suitability requirements related to your course;
- Pay all fees when they are due;
- Take responsibility for health, wellbeing and safety of yourself and others by acting on matters requiring reporting and cooperation;
- Ensure your personal details are kept up-to-date and provide details on any change in circumstances promptly.

If you have secured a place in Hartpury accommodation, livery or one of our sports academies, you will be agreeing and signing separate contracts in addition to this contract. Your right to that place is subject to your continued enrolment as a Hartpury student and termination of this contract will affect Hartpury accommodation, livery and sports academy contracts and may result in those contracts being terminated.

6 Tuition Fees, Additional Charges, Payment and Debt

Information on tuition fee payment is detailed in the Tuition Fee Policy on our website at www.hartpury.ac.uk. You should read this policy and familiarise yourself with the requirements. The key points of the policy are included below.

You have the primary obligation to pay your tuition fees when due. In the event that student finance or a sponsor has agreed to pay your fees you remain primarily responsible for the payment of tuition fees.

Failure to pay tuition fees when due may result in suspension or withdrawal from your course.

If you withdraw from your course you may still be liable for some or all of the tuition fees.

In addition to the tuition fees you may be required to pay additional costs to cover mandatory elements associated with your course such as costs for specialist clothing and materials, field trips or placements. Information about additional costs are detailed in the Course Information Sheets found on our website and referred to in the information sent with your offer letter. We will

notify you where the provision of a facility or service is subject to an additional charge that is separate from your tuition fees.

7 Immigration Status and the Right to Study

You will only be able to enrol for study at Hartpury if you are able to provide evidence that you have valid permission to study in the UK. We will require you to provide a copy of your visa and passport as evidence to prove this, prior to first and subsequent enrolments.

If you require a Tier 4 visa to study in the UK you need to meet the requirements of the UK Visa and Immigration Service (UKVI). In such cases your place is based on you obtaining a Tier 4 visa. We will act as sponsor for your visa, providing you are enrolling on a full time course. We will support you in your visa application but you must apply for the visa.

Tier 4 visa applicants must comply with the additional requirements set out by the UK Home Office in relation to the application for a Tier 4 Visa Procedure. Students studying on a Tier 4 visa must comply with the requirements detailed in their visa. If you are not granted a visa to study, or your visa is withdrawn then we will be forced to withdraw your place. Academic Regulations apply once Tier 4 students are enrolled on a course.

If you are applying for a UK Visa you are required to have appropriate finances in place to support all your necessary living costs. Your visa application may require you to provide evidence of this in the form of bank statements.

8 Changes to this Contract

Appendix 1 provides how we can make changes to the contract and how they may impact you.

9 Data Protection and General Data Protection Regulation

Data and information will be handled in a compliance with the Data Protection Act 2018 and the procedures detailed in the Hartpury General Privacy Policy at www.hartpury.ac.uk.

10 Intellectual Property

Hartpury is committed to a fair and clear approach to intellectual property rights. Hartpury's Intellectual Property Policy sets out the rights of its staff, research and taught students in relation to their intellect and creative output and can be found on our website at www.hartpury.ac.uk.

11 Termination and suspension

Hartpury decision to terminate the contract

We retain the right to terminate or suspend the contract in any of the following circumstances:

- if it transpires that any conditions expressly provided for in the offer letter and those set out in this document are not met;
- if you do not satisfactorily enrol within the enrolment period;
- if you fail to comply with your obligations described in the 'Your Obligations' section;
- if you fail to provide requested information;
- if the information provided at application stage or subsequently transpires to be incorrect, incomplete, untrue or misleading;
- if you do not obtain or retain relevant immigration leave to study/remain in the UK;
- if between accepting an offer and enrolling there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study at Hartpury;
- if you commit a material breach of regulations, policies or procedures, such as non-academic disciplinary, academic misconduct, fitness to study, professional suitability etc.;
- if your continued attendance gives rise to serious concerns regarding the health, safety and/or welfare of yourself or others,
- if your continuing registration puts us in breach of any of our legal obligations or breaches UK immigration requirements;
- if there is a material late/non-payment of fees;
- if the course is suspended or withdrawn;

- if you are expelled or refused admission to, or membership of, any organisation which you are required to attend or be a member of as part of the course you have applied for or are enrolled on;
- if you are required to withdraw in accordance with our Academic Regulations or in accordance with the ruling of our decision-making bodies including our disciplinary or professional suitability or fitness to study procedures;
- if you fail to disclose, or hold, any unspent criminal convictions that could affect your study here, please see the Admissions Policy for more information.
- force majeure events occurring for longer than 30 days (see section 13).

If you are enrolled at the time of termination, we shall be entitled to require you to stop studying and you may be required to stop studying, withdraw from your course and leave Hartpury immediately. Any additional contract you may have with Hartpury, e.g. for on-site accommodation will terminate in accordance with its terms.

On termination, you are required to return all property owned by us. You must pay all outstanding fees immediately in accordance with our Tuition Fees Policy.

Hartpury reserves the right to withhold, annul or revoke an award for further details please read the Academic Regulations

Student's decision to terminate the contract

As stated in the 'Rights to Cancel' Section if you accept an offer and then change your mind, you have the right to cancel within 14 days from the date of you accepting the offer without giving us any reason. If you wish to terminate the contract outside of this period you must inform Hartpury in writing of your intention and your intended date of withdrawal. On termination, you are required to return all property owned by us. You must pay all outstanding fees in accordance with our Tuition Fees Policy.

12 Complaints

Hartpury's Operating Procedure for Complaints is accessible via our website at www.hartpury.ac.uk. Following completion of this procedure if you are dissatisfied with the way Hartpury has dealt with your complaint you may refer it to the Office

of the Independent Adjudicator. More information about this can be found at <http://www.oiahe.org.uk/>.

13 Liability

What we are responsible to you for:

If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach at the time we entered into this Contract.

What we are not responsible to you for:

We will not be responsible to you for any of the following, unless we have been negligent:

- damage to or theft of vehicles and bicycles parked on Hartpury property;
- damage to, or theft of, personal belongings (including infection with a computer virus);
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity;
- personal injury, illness or death except if caused by the negligence of Hartpury staff;
- loss of opportunity and loss of income or profit, however arising;
- any loss as a result of cyber fraud.

We do not exclude or limit in any way our liability 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.

13 Events outside our control (Force Majeure)

Neither Hartpury nor yourself will be liable for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care.

Events outside Hartpury's control include industrial action, significant changes to

demand from students, staff illness, significant changes to higher education funding, severe weather, fire, civil disorder, political unrest, government restrictions, concern with regard to the transmission of serious illness and biosecurity issues. In such circumstances, we reserve the right to change or cancel parts, or all, of your services and/or course.

Significant events outside our control that impact on the continuation of your studies at Hartpury will be considered by the activation of the Student Protection Plan.

15 Communication

Communicating with you

We will use the email address and correspondence address you completed on your application until you enrol. When you enrol, you will be issued with a Hartpury email address and after that time we use your Hartpury email address for official communication.

You are responsible for keeping your personal details up to date, including any change of circumstances and unspent criminal convictions.

Communicating with us

Contact details before you enrol:

admissions@hartpury.ac.uk or 01452 702244.

Admissions Team
Hartpury University and Hartpury College
Hartpury House
Gloucester
GL19 3BE

Contact details after you have enrolled:

Student.Advisors@hartpury.ac.uk or 01452 702121

Academic Registry
Hartpury University and Hartpury College
Hartpury House

Gloucester
GL19 3BE

16 General provisions

The contract between you and Hartpury is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Neither you nor Hartpury shall assign or otherwise transfer any of its rights, interests or obligations under this contract to a third party without the prior written consent of the other party.

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this contract had been agreed with the invalid illegal or unenforceable provision eliminated.

17 Feedback

Hartpury is committed to listening to feedback. Comments on this policy can be sent via email to admissions@hartpury.ac.uk.

Appendix 1

How we can make changes to the Contract and how this may impact you

1.1 Introduction

Whilst Hartpury will always try and minimise making changes to the Contract (including changes to the course) there may be times where changes are needed. This appendix describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

1.2 Changes to pre-Contract information

If any information that we may have given to you, at the time you were researching Hartpury and making an application for a course, changes by the time we send out our Offer, we will highlight details of those changes in the information contained in your Offer.

By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

- changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where the course was subject to minimum enrolment numbers and insufficient student numbers have applied to make the course viable, we may need to combine, alter or discontinue a Course;
- where we advised that the Course was subject to accreditation or validation and accreditation or validation has not been obtained we may need to combine, alter or discontinue a Course
- changes that are required by law and/or as a result of a regulatory requirement that Hartpury, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulators;

- reasonable changes to the content and teaching provided on the course.

1.3 Changes after you have entered into the Contract with us

Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract. We are always looking to improve and enhance students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

1.4 When we can make changes to the Contract

The circumstances described below are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract including the course.

We can make changes to our Contract:

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body ;
- to comply with any requirement set by the Office for Students and/or any other regulator or funding body;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- where minimum enrolment numbers fall below the threshold that makes the course viable;
- in the event of the withdrawal of any relevant validation or accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider

- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner
- for any other valid reason.

1.5 What type of changes may be made?

The reasons listed above may result in a number of different changes being made by us in response. We will evaluate these changes and classify them as minor or major.

For minor changes, we will notify you of any amendments by including them as changes to the Course Information Sheets. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

For major changes we will update associated information sources including Course Information Sheets and make you aware of the nature of the change. In all communication we will make contact using the email address used on your application or your Hartpury email address if you have enrolled. We will provide you with as much notice as possible in relation to the changes and provide a summary of the changes, including the reasons behind the changes and the effect of the change on your studies. If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract, and you may be entitled to an appropriate refund of the Fees you have paid to us.

1.6 Withdrawal of Courses Pre-commencement of Course

There may be times where we need to discontinue a course or decide not to provide a course or to merge or combine the course with other courses of study, if such action is reasonably considered to be necessary by Hartpury. If the Hartpury decides to take such action prior to the Course commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Contract by written notice to Hartpury. In these circumstances you will be entitled to a refund of any deposit/Fees which you have paid to Hartpury.

1.7 Withdrawal of Courses Post-commencement of Course

There may also be times where we need to discontinue a course or to merge or combine a course with other courses after it has commenced. If this applies, we will take reasonable steps to seek to:

- offer you a place on an alternative course at the Hartpury (subject to place availability and you complying with the requirements of admission to and registration on that course); or
- (at your request) assist you to join another course at another provider, and
- (if appropriate), issue you with a refund of the Fees paid.

Further details in relation to the withdrawal of courses can be found in the Hartpury Student Protection Plan.

1.8 Changes to Fees

We may increase Fees annually in line with the Consumer Prices Index plus 1% and not exceeding fee maximums set by the UK Government. The Consumer Price Index is a measure of inflation published monthly by the Office for National Statistics. It measures the change in the cost of a representative sample of retail goods and services.

Document Control

Date last approved	July 2018
Policy Owner	Head of Admissions
Approving Committee	Academic Board
Status	Approved