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LSBU

ENROLMENT TERMS

2021/2022

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These Enrolment Terms are the basis on which the University offers me a place on a course. By enrolling on the course I am agreeing to be bound by these Enrolment Terms. To be enrolled onto a University course, I must sign these Enrolment Terms when asked to do so.

I should also be aware of the University Policies, Regulations and Procedures which are available on the University website <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures> (the Policies, Regulations and Procedures are referred to together as the University Regulations in these Enrolment Terms).

By agreeing to these Enrolment Terms, I am also agreeing to comply with the University Regulations.

If I do not comply with these Enrolment Terms and the University Regulations the University may apply certain sanctions, including those in paragraph 2(g) below.

1. ENROLMENT

I have accepted an offer of a place on a course at the University and declare my intention to begin the course offered and accepted. By accepting the offer of a place at the University I confirm and declare that the information I provided in support of my admission to and enrolment with the University is accurate and complete to the best of my knowledge. I understand that the University requires all students to provide proof of identity, qualifications and right to study at the point of enrolment as set out in the Admissions and Enrolment Procedure which is available at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. I understand that the provision of false, incomplete or misleading information may render my application invalid and will entitle the University to withdraw my offer or withdraw me from my course.

2. ACADEMIC AND OTHER REGULATIONS

I am aware that:

- a) the University Regulations for the current academic year are available at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>;
- b) I am expected to know what the University Regulations say, as they are binding on me;
- c) I understand that the University reviews the University Regulations for each academic year in order to assist the proper delivery of education and the University's administration, and that the University reserves the right to add to, delete or make reasonable changes to the University Regulations where in the opinion of the University this will assist in the proper delivery of education and the University's administration. Changes are usually made for one or more of the following reasons:

- to review and update the University Regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach;
- d) The University reserves the right to introduce changes to the University Regulations during the academic year when it is in the interests of students or where this is required by law or other reasonable circumstances. Where these are significant changes, the University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate;
- e) The updated University Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes;
- f) I am aware of the Student Charter which can be found at <https://my.lsbu.ac.uk/my/wcm/connect/c81dee6c-4822-4bc0-b989-82a1ebd838f1/studentcharter.pdf?MOD=AJPERES>. I understand that I am expected to abide by that Charter and treat other members of the University's community with respect. I shall take full responsibility for managing my learning and I shall submit my assessments by the stated deadlines; and
- g) I understand that if I do not comply with these Enrolment Terms or the University Regulations, the University may apply sanctions against me including the withdrawal of access to facilities or exclusion from the University.**

3. KEY PROVISIONS OF THE REGULATIONS

Key provisions of the University Regulations of which I should be aware include:

- i. The University's expectations as regards student attendance and academic progress, as set out in the University Regulations for the level of my programme of study. My attendance will be monitored and failure to meet these expectations may mean that I am not permitted to progress on my course.
- ii. The University's rules regarding academic misconduct, including plagiarism and the processes the University uses to detect plagiarism, as set out in the University's Student Academic Misconduct Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. A failure to comply with the University's requirements may result in an academic misconduct process and the imposition of academic penalties and/or expulsion.

- iii. The University's rules regarding payment of sums due to the University, as set out in the University's Tuition Fee Regulations which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. If I do not pay money that I owe to the University, the University reserves the right to withdraw its services and/or my right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of my case.
- iv. The University's rules relating to unacceptable conduct (other than academic misconduct), as set out in the University's Student Disciplinary Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- v. The University's rules regarding fitness to study, as set out in the University's Fitness to Study Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This procedure describes the steps the University may take if there are concerns about my health and wellbeing that raise questions about my fitness and suitability to continue to study.
- vi. The University's rules regarding fitness to practise, as set out in the University's Fitness to Practise Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This procedure applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe the relevant requirements may call into question a student's fitness to practise which may result in the student having to leave the course.
- vii. The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Further information on this requirement is available in the Admissions and Enrolment Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. Depending on the outcome of these checks, I may not be eligible to enrol on or continue on these courses.
- viii. The requirement for applicants, including international applicants, to provide information on previous and current criminal convictions (including cautions). The extent of disclosure required will depend on the type of course applied for, and the obligation to notify the University immediately if I receive any criminal convictions and/or cautions at any point from acceptance of the offer until the completion of my course or if my circumstances in relation to (vi) and/or (vii) change.
- ix. The requirement for applicants to professional courses to undergo pre-course occupational health checks. Further information on this requirement is available in the Admissions and Enrolment Procedure which can be found at www.lsbu.ac.uk/about-us/policies-regulations-procedures. Depending on

the outcome of those checks, I may not be eligible to enrol on or continue on these courses.

- x. The University's rules regarding withdrawal and interruption of studies, as set out in the University's Interruption and Withdrawal Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. This sets out circumstances whereby the University can withdraw me from study at the University, which includes but is not limited to failure to attend and engage in my programme of study. I understand that if I want to either withdraw from my course, or interrupt my studies until the next academic year, I need to follow the procedures set out in the University's Interruption and Withdrawal Procedure which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

4. CHANGES TO THE COURSE

The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description applied to it for the academic year in which I begin the course. However, the University's prospectus and other marketing materials for each academic year are published several months in advance which makes it possible for students to apply to the course a significant period before enrolment or to defer enrolment for further periods of time. Therefore, because of the time delay between the application and actual enrolment, there may be some circumstances in which the University needs to make changes to the course or to related educational and other services and facilities, and the University reserves the right to do so. Such changes may be to:

- the content and syllabus of the course;
- the timetable, location and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities;
- the examination and assessment process.

Examples of circumstances in which the University may need to make such changes include:-

- where key staff have taken extended leave or left the University;
- where there is an insufficient number of students applying to the course or a module of the course to provide a good student experience and/or the relevant course or module is no longer financially viable;
- following changes to the funding that the University receives;
- as a result of legislative or regulatory changes; and/or
- where the changes will enable the University to deliver a better quality of educational experience to students on the course;
- a restructure of the course to improve the student experience and efficiency of the University.

In making any changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes my course and I am not satisfied with the changes, I will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another institution.

5. TUITION AND OTHER FEES

I confirm that:

I accept responsibility for the payment of tuition and other fees for my course and any accommodation or other charges that I may incur while studying at the University and that it is my obligation to make arrangements for the payment of those fees and charges. I will remain personally responsible for payment of fees and charges, even if there is an arrangement for the University to receive payment on my behalf from the Student Loans Company, an employer or sponsor, a strategic health authority, family member or any other third party.

I accept and am bound by the Tuition Fees Regulations available on the University website <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

I understand that:

- the fees for my course will be as set out for my individual course and can be found on the University's website, www.lsbu.ac.uk;
- my fee and student status will be assessed on the basis of the information I provide to the University as part of my application (further information on fee status can be found in the Tuition Fee Regulations or at the UKCISA website www.ukcisa.org.uk/)
- if I fail to pay the tuition fees which have been notified to me by the due dates set out in the Tuition Fees Regulations the University will apply sanctions against me, including recording me on the Student Record System as a debtor, withdrawing access to facilities, withholding my coursework and examination marks, withholding my certificate, refusing me attendance at degree ceremonies, having my details and information regarding my debts passed to debt collection agents employed by the University which may incur further costs for me to pay, preventing me from enrolling with the University until the debt is paid in full in cleared funds, excluding me from the University and the University using its discretion not to provide me with a reference; and
- if I am eligible to make payments of my tuition fees in instalments and I fail to make payment by the instalment due dates as set out in the Tuition Fee Regulations I will incur an additional £25 charge for each instalment missed, up to a maximum of £100.

The University reserves the right to increase its fees in line with changes to legislation, regulation and any government guidance or decisions.

The fees for international students are reviewed annually and the University reserves the right to increase the tuition fees in line with the RPIX measure of inflation up to 4 per cent.

If the University intends to increase tuition fees it will notify affected students of this as soon as is reasonably practical and in any event not less than three months before the start of the academic year to which the fee increase is intended to apply.

Students studying as apprentices

If I am a student studying as an apprentice, I understand that the cost of my apprenticeship is covered by the Education & Skills Funding Agency and my employer. While I remain employed as an apprentice, I will not be responsible for any fees and charges relating to the tuition or assessment of my course. I accept responsibility for payment of accommodation or any other charges that I may incur while I am at the University. I am aware that, should my employment status change or if any amendments are made to my existing contract of employment, this will impact on funding eligibility and I must inform the University immediately.

6. FEE ISSUES IN RELATION TO WITHDRAWAL FROM OR INTERRUPTION OF COURSES

Courses with a Start date of September

For new students only: if I withdraw or interrupt from my course by the date set out in the Tuition Fee Regulations I will not be charged any tuition fees.

For all students: if I withdraw or interrupt from my course before the relevant January date set out in the Tuition Fee Regulations, I will remain liable for 25 per cent. of my tuition fees; if I withdraw or interrupt from my course on or after the relevant January date and before the relevant April date set out in the Tuition Fee Regulations I will remain liable for 50 per cent. of my tuition fees; and if I withdraw or interrupt on or after the relevant April date I will remain liable for the full tuition fees for the academic year.

Courses with a Start date of January or February

For new students only: if I withdraw or interrupt from my course by the date set out in the Tuition Fee Regulations I will not be charged any tuition fees.

For all students: if I withdraw or interrupt from my course before the relevant April date set out in the Tuition Fee Regulations, I will remain liable for 25 per cent. of my tuition fees; if I withdraw or interrupt from my course on or after the relevant April date and before the relevant September date I will remain liable for 50 per cent. of my tuition fees; and if I withdraw or interrupt on or after the relevant September date, I will remain liable for the full tuition fees for the academic year.

7. COMPLAINTS

The University has a Student Complaints Procedure that is accessible to all registered students of the University. Full details of the procedure can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>. If, following exhaustion of the University's complaints procedure, the University has provided me with a "Completion of Procedures" letter and I am still not happy with the outcome of the complaint, I may be able to refer it to the Office of the Independent Adjudicator ("OIA"). Full details of the OIA's procedures can be found on their website, www.oiahe.org.uk.

The University also has an Applicant Complaints and Appeal of Admission Decision Procedure that relates to recruitment, selection, admissions and appeals of admission decisions for all undergraduate or postgraduate taught programmes which can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures> under Admissions and Enrolment Procedure.

8. COMMUNICATION

I must use my LSBU email account for correspondence with the University. It is my responsibility to check it regularly. The University will not be responsible for issues or problems that result from my failure to check my LSBU email account at least twice a week. Any communication sent to me by the University to my LSBU email account will be regarded as properly sent and received by me. In some circumstances, for example, where the University has not received any response from my LSBU email account, the University may contact me using any personal email address that it has on record. The University may also text me using any personal mobile phone number that has been provided.

The University may serve notices on me by email to my LSBU email address or by sending the notice to the last recorded address that they hold for me.

9. DATA PROTECTION

The Applicant and Student Privacy Notice sets out details of personal data collected by the University, purposes of the processing and legal basis of the processing, who it will be shared with including transfers to countries outside the European Union, the retention period and the existence of my rights, the right to lodge a complaint with the Information Commissioner, the source that my personal data originates from and the existence of the automatic decision making including profiling. It also contains the details of the Data Protection and Information Compliance Officer who I can contact should I have any questions about processing of my personal data by the University. The Applicant and Student Privacy Notice is regularly reviewed and sometimes updated to clarify how my information is used. Updates may be made at any time and I will always find the most up to date version at http://www.lsbu.ac.uk/data/assets/pdf_file/0007/127915/applicants-students-privacy-notice.pdf. The University's Data Protection Policy may also be reviewed and updated to clarify the University's policy in relation to data protection but the latest version will always be available at

https://www.lsbu.ac.uk/data/assets/pdf_file/0004/11686/university-data-protection-policy.pdf.

10. VISA REQUIREMENTS

I understand that if I need a student visa or need to meet other immigration requirements to take up my place at the University, it is my obligation to make sure I continue to comply with the terms and conditions of my visa. I understand that if my visa is revoked for any reason, the University reserves the right to terminate its contract with me. Further information about visas and right to study checks can be found at <http://www.lsbu.ac.uk/international/visas-and-immigration>.

If I require an Academic Technology Approval Scheme (ATAS) certificate, I will need to ensure I have obtained this before making my visa application. Failure to have my ATAS certificate (if applicable) at the time of my visa application, can lead to a visa refusal.

11. INTELLECTUAL PROPERTY

As a general rule, students are entitled to ownership of intellectual property rights in intellectual property that they have created. In some circumstances, students will be expected to assign intellectual property rights that they have created to the University or to its wholly owned subsidiary, South Bank University Enterprises Limited. I understand that I should read the intellectual property policy for further details and this can be found at <http://www.lsbu.ac.uk/about-us/policies-regulations-procedures>.

12. CANCELLATION RIGHTS

You have a statutory right to cancel this contract without giving any reason within the cancellation period. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form located at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to fees@lsbu.ac.uk.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without unnecessary delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may also be obliged to pay a proportion of your tuition fees, as set out in the Tuition Fee Regulations.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation and any additional expenses previously incurred by the University in pursuit of confirmation of your eligibility to enrol, such as fees for DBS checks.

13. TERMINATION

The terms and conditions in these Enrolment Terms will cease to apply if I exercise my right to cancel and/or withdraw from the University.

In addition to the University's rights as described elsewhere in these Enrolment Terms, the University may terminate a student's contract for the supply of educational services and withdraw them from their course, in the circumstances set out below:

- **if for any reason, the student is unable to satisfy any mandatory requirement of their course; and/or**
- **in the University's reasonable opinion, the student has failed to provide the University with all relevant information or has supplied false or misleading information relating to their application for their course; and/or**
- **if the University becomes aware of information about a student which it did not know before and which, in the University's reasonable opinion, makes it inappropriate for the student to study on their course; and/or,**
- **if, in the University's reasonable opinion, any qualification or status has been obtained by fraud; and/or**
- **a student does not pay their tuition fees on the due date, in line with the Tuition Fee Regulations (unless the student is studying as an apprentice); and/or**
- **if a student is convicted of a serious offence which is passed to the Crown Court in the UK or an equivalent offence in any other country; and/or**
- **if a student is expelled from, refused admission or membership to, or fails to maintain any mandatory membership with any organisation which they are expected to attend or be a member of as part of their course; and/or**

- if the University becomes aware that the student no longer has the right to study in the UK due to their immigration status; and/or
- if the student is excluded from their course for any reason as permitted by the University Regulations, including (but not limited to) the Student Disciplinary Policy, Fitness to Practise and the Fitness to Study Policy.

Any action we take under the termination provisions will not restrict the University's ability to take any other action against a student that it may have the right to take.

14. FORCE MAJEURE

The University will do all that it reasonably can to provide the course, related educational and other services and facilities as described in the material information set out on its website, in the prospectus or in other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("Events Outside our Control") mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide such services and facilities. Examples of Events Outside our Control include (but are not limited to):

- industrial action by University staff or third parties;
- over or under demand from students;
- staff illness or absence;
- the unanticipated and/or unavoidable departure or absence of key members of University staff;
- insolvency or deterioration of the financial position of a sponsoring employer or an apprentice employer;
- changes to higher education policy;
- legislative or regulatory change;
- damage, interruption or lack of access to buildings, facilities or equipment;
- power failure;
- severe weather;
- natural disasters;
- fire;
- terrorism;
- civil disorder;
- political unrest;
- government restrictions;
- the acts or delays of any governmental or local authority;
- pandemics, epidemics and other threats to public health;
- concern with regard to the transmission of serious illness.

Where Events Outside our Control occur, the University will notify me that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example:

- offering the opportunity where reasonably possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting me to transfer to complete the course at another University location or another institution;
- delivering other services and facilities in a different way, from a different location or online.

I understand that if I am not satisfied with any such steps to mitigate the disruption caused by Events Outside our Control I may terminate my contract with the University and it will follow its Student Compensation and Refund Policy. Alternatively, I may make a complaint under the Student Complaints Procedure <https://www.lsbu.ac.uk/about-us/policies-regulations-procedures> .

Where, as a result of Events Outside our Control, it is necessary to close or discontinue or cease to deliver a course, the University will follow its Student Protection Plan and its Student Compensation and Refund Policy.

Where Events Outside our Control occur then, other than as set out above, neither I nor the University will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

15. DISABILITY AND REASONABLE ADJUSTMENTS

The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with and discuss support needs more effectively. Students on regulated, vocational programmes are required to notify any disability which may impact on their ability to complete the programme and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment as set out at paragraph 3(ix) above.

16. LIABILITY

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

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to my property or for infection of my equipment caused by computer viruses, and for the consequences of any such damage.

17. CONTRACTS (RIGHTS AGAINST THIRD PARTIES) ACT 1999

The terms and conditions set out in these Enrolment Terms are personal to me. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for my tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

18. GENERAL PROVISIONS

If any provisions of the terms and conditions set out in these Enrolment Terms become void, illegal, invalid or unenforceable in whole or in part by any court or competent authority, that shall not affect the legality, validity or enforceability of the other provisions.

19. ORDER OF PRECEDENCE

These Enrolment Terms, the University Regulations and the course documents are intended to be mutually explanatory but in the event of a discrepancy, then the order of precedence shall be as follows: (1) these Enrolment Terms; (2) the University Regulations; and (3) the course documents.

The University Regulations, the terms and conditions set out in these Enrolment Terms and the course documents override any other communication or, document or representation made by the University either in writing or orally. The University Regulations, the terms and conditions set out in these Enrolment Terms and the course documents are the entire understanding between the University and me about my course and replace any other undertakings or representations.

The University's failure to enforce any of its rights under these Enrolment Terms or any of the documents referred to in it does not constitute a waiver of those provisions and will not affect the University's right to enforce that or any other provisions at a later date.

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

20. LAW AND JURISDICTION

The terms and conditions set out in these Enrolment Terms shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

I have read the contents of these Enrolment Terms and understand where to find the University Regulations and other documents referred to in these Enrolment Terms and agree to be bound by them. I acknowledge the processing of my personal data in line with

these Enrolment Terms and understand that I can find further details in the Applicant and Student Privacy Notice and the data protection policy.

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to the Fees Team, London South Bank University, Fees Team, 103 Borough Road, London SE1 0AA or send by email to fees@lsbu.ac.uk

I hereby given notice that I wish to cancel my contract with the University to study the course commencing in September 2022.

Name of student: _____

Student number: _____

Course title: _____

Date you accepted your offer: _____

Address of student: _____

Signature of student: _____

Date: _____