



Coventry University Group

The Student Contract 2018/19

Undergraduate students at CU Group
encompassing CU Coventry,
CU Scarborough and CU London

www.coventry.ac.uk/cuc/cus/cul

What you need to know

Coventry University College Limited encompassing CU Coventry, CU Scarborough and CU London (“CU Group”) believes it is important that all applicants understand the key terms, conditions and regulations that CU Group will apply and rely upon in its future relationship with them. We have tried to make our small print user friendly but it’s important that you read the following sections so that you understand the ‘legal bits’ of the Student Contract.

By accepting your offer of a place with us, a Student Contract (“the Contract”) will be formed between you and CU Group. The Contract will detail all of your rights and also the obligations you will be bound by during your time as a student and will also contain all of the obligations that CU Group owes to you. The terms and conditions of the Contract are set out in the documents listed below:

- Your offer letter (and application form T&Cs in the case of international students)
- The undergraduate prospectus (relevant contractual sections only)
- *The CU Group General and Academic Regulations*
- *Intellectual Property Policy*
- *Data Protection and Privacy Policy*
- Specific course requirements as detailed on the websites noted above

Your guide to the small print

Application and admission to CU Group

You must provide accurate and complete information in your application form. If you do not, CU Group has the right to withdraw the offer made to you or if you have begun your course of study, the CU Group has the right to withdraw you from your course. *Please refer to General Regulations Chapter 1: General Matters.*

Specific course entry requirements

The entry requirements for your chosen course are detailed in the boxed-out section of the course pages in the prospectus, at *the website* and in your offer letter. Please review these requirements to ensure that you are eligible for entry to your chosen subject. If you are found not to have all of the relevant entry requirements, the CU Group has the right to withdraw its offer to you. *Please refer to General Regulations Chapter 1: General Matters.*

Criminal convictions

Your enrolment onto a course may be conditional on you obtaining a Disclosure and Barring Service (DBS) check. If the check is unsatisfactory or it is found that any convictions or other information supplied is incompatible with the requirements of the course, CU Group will notify you and exercise its right to rescind your enrolment. *Please see [General Regulations Chapter 1: General Matters](#).*

Any change of circumstance should be brought to the attention of the admissions team or, if you are already studying with us, registry.

Duration of registration

As a full-time or part-time undergraduate student you must complete your degree within six years. This period includes periods of suspension, interruption of studies and withdrawal from CU Group. *See [Academic Regulations Chapter 1](#).*

Your cancellation rights

Once you have accepted your offer of a place at CU Group you have 14 days in which to cancel your acceptance ("the Cancellation Period") and you can do so for any reason. To exercise the right to cancel, you must inform CU Group of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document, but this is not obligatory. CU Group will accept notice of cancellation sent by email to applications@cuc.coventry.ac.uk

If you cancel your acceptance within the Cancellation Period, any fees paid by you to CU Group will be refunded in full. If you start your course within the Cancellation Period, which may happen if you have accepted a place through the clearing process, CU Group has the right to charge you a reasonable sum for the course provided.

If you cancel your acceptance after the Cancellation Period, CU Group will not refund payments received from you. Depending on when you cancel the Contract, you may be obliged to pay a proportion of your tuition fees.

You will find our full *[CU Group Tuition Fees Terms and Conditions](#)* with details regarding payment of tuition fees and the policy on refunds on our website.

Changes to course modules or services

CU Group will make all reasonable efforts to deliver courses and research opportunities leading to its awards as described in materials published by CU Group.

CU Group reserves the right to vary arrangements in exceptional circumstances which are beyond their reasonable control. Examples of such circumstances may include:

- (a) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it
- (b) the unexpected absence or departure of a key member of staff
- (c) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease
- (d) fire, explosion or accidental damage
- (e) collapse of building structures, failure of machinery, computers or vehicles
- (f) labour disputes, including strikes and industrial and other action
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water
- (h) the acts, decrees, legislation, or restriction of any government

Where such events occur CU Group will seek to minimise the impact on the student learning experience by, for example:

- (a) delivering a modified version of the same course
- (b) making available to affected students such learning or other support and other services and facilities as it considers appropriate
- (c) offering affected students the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another university

CU Group will provide continued assurances of the standard and quality of the award. Students will be informed of any changes to learning support, services and facilities by CU Group as soon as is practicable.

If alternatives cannot be arranged or are not suitable, CU Group reserves the right to cancel the course. Applicants to the course will be notified in writing no later than four weeks before the start date of the course if you are due to enroll in September and six weeks before the start date of the course for all other intakes.

In addition to the circumstances described above, the CU Group will be entitled to make reasonable changes to its courses where that will enable them to deliver an equivalent or better quality of educational experience to students enrolled on the course. Examples of such circumstances may include changes to:

- (a) the content and syllabus of the course where developments in the subject area make that necessary
- (b) the location of the course
- (c) the method of delivery of the course

In making any such changes, CU Group 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 CU Group changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another university. Please refer to [Academic Regulations Chapter 2](#).

Programme Specifications

A detailed guide to the content of each course is provided in the Programme Specification. Any changes to the course content will be reflected in this document and you are strongly recommended to review the Programme Specification at the point of application and **before** you enroll onto your chosen course. [\[See Study/Programme Specification\]](#)

Fees, deposits and consequences of non-payment

The tuition fees stated on the course webpage, prospectus and your offer letter will apply for the duration of your course, subject only to changes to the law or government requirement and to inflationary increase.

It is your responsibility to pay any deposit and your fees on time and in the full amount as stipulated in your offer letter. CU Group has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.

International students should also note that the University reserves the right to keep any deposits paid in the instance where the Home Office subsequently refuses a study visa due to an application being rejected due to fraud. [\[See Tuition Fees Terms and Conditions\]](#).

CU Group further has the right to impose penalties including disciplinary action, potentially leading to withdrawal of study, if you fail to pay your fees once you are a student at CU Group [See General Regulations General Matters](#). Where there is an outstanding tuition fee debt, CU Group reserves its right to withhold evidence of your award and/or to take legal action against you.

If you fail to pay any other (non-tuition fee) sums you owe to CU Group, CU Group may reserve the right to take action to recover those sums. This may include in certain circumstances removing the services available to you such as use of the library or sports facilities, and in certain circumstances taking legal action to recover debts owed. [See General Regulations General Matters](#).

Your fees do not include charges for accommodation, examination re-sits, extensions to the designated period of study, optional field trips, final year materials for some art and design courses and any other miscellaneous expenses that may be incurred during your period of study. Full details of CU Group Fee Policy can be found on our website. [Also see General Regulations General Matters](#).

Attendance monitoring

CU Group believes that students achieve their full potential if they commit to attending lectures, tutorials, examinations and other activities which form part of their course. CU Group reserves the right to impose disciplinary measures on any student found to have poor attendance. [See Academic Regulations Chapter 1](#).

Re-sits/repeats

In the event that you fail a course module you will have one automatic opportunity to re-sit the work, provided you have attended and engaged with the course. A further two attempts will be granted at the discretion of the relevant Assessment Board and will require you to repeat the whole module including teaching and re-sit any elements that you may have passed. [See *Academic Regulations Chapter 1*](#).

You must inform CU Group **in advance** of any extenuating circumstances, such as a family emergency, that prevent you from attending any assignment requirements or submitting: e.g phase test, presentation, lab session or essay. CU Group reserves the right not to take into consideration any extenuating circumstances you inform us about after the event that prevent you from sitting an examination/ submitting coursework. [See *Academic Regulations Chapter 1*](#).

Conduct

CU Group expects that its students should conduct themselves in a certain manner both in relation to academic and non-academic environments. CU Group will take disciplinary measures against any student found to have plagiarised or used ghost writing services in the delivery of their academic work. Disciplinary measures could include suspension or withdrawal from studies. Students are expected to have familiarised themselves with CU Group's Disciplinary Procedure and Plagiarism and Malpractice procedure. [See *General Regulations Appendices 7 and 1 respectively*](#).

Students are also expected to respect CU Group's commitment to diversity and equality. If it is brought to the attention of CU Group that a student has behaved in an inappropriate manner to a fellow student or staff member, CU Group will take disciplinary action which could lead to suspension or withdrawal. Students are expected to have familiarised themselves with CU Group's Equality and Diversity Policy.

Students found to have brought CU Group's name into disrepute with the local community, such as anti-social behaviour, will also be subject to disciplinary measures. [See *General Regulations Appendix 7*](#).

Intellectual property

If you develop intellectual property, including an invention, device, discovery, materials, product, process, computer software or any other potentially valuable result or innovation, with material input from CU Group's academic staff, University Group resources, or as part of a collective project, programme or research activity, you will be required to assign all rights in such intellectual property to CU Group as set out in [General Regulations Appendix 12](#).

CU Group will not make any claim to any intellectual property developed by you in circumstances other than those set out in [General Regulations Appendix 12](#).

FutureLets accommodation

Separate [terms and conditions](#) apply to your occupation of University-owned accommodation.

Disciplinary procedure

The CU Group's disciplinary procedure is detailed at General Regulations Appendix 7. A decision by CU Group to withdraw you from study will be taken in accordance with these General Regulations and subject to any right of appeal or review. If CU Group has good reason to expel you and does so in accordance with the relevant procedures, CU Group will not be liable to compensate you for any loss or damage you may suffer as a result.

Complaints

CU Group has a comprehensive complaints procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints policy can be found at [General Regulations Appendix 10](#) along with information about the Office of the Independent Adjudicator (OIA) where students can make further representation if they are dissatisfied with a decision relating to a complaint they have raised with CU Group. For more information about the OIA, please visit www.oiahe.org.uk.

Data protection policy

CU Group has a comprehensive [data protection and compliance policy](#). You can find out more about how CU Group handles student data and your rights in relation to data protection at our website.

CU Group uses an international organisation called Catalyst IT, with offices in the United Kingdom, Australia and New Zealand to manage its Online Learning systems namely Moodle and Mahara. Your personal data maybe processed by Catalyst outside of the UK when undertaking maintenance to CU Group's Online Learning systems. For information on Catalyst's Information Security Policy, go to www.catalyst-eu.net/content/catalyst-it-privacy-policy

CU Group uses a web based learning platform called Moodle <https://moodle.org/> which provides a single robust, secure and integrated system to create personalised learning environments. All students at CU Group agree that Moodle is used at their own risk and that CU Group cannot be held responsible for any data breach which occurs through use of Moodle.

CU Group uses an Australian based organization called QuantumIT to support its student placement system, namely InPlace. QuantumIT has support organisations situated outside the European Economic Area. QuantumIT is contracted to comply with CU Group's Information Security Policy which can be found at the following link: www.coventry.ac.uk/legal-documents/information-security-policy/

All students understand that their personal data may be accessed by QuantumIT when they undertake maintenance of CU Group's student placement system InPlace.

General

If any provision of the Contract between you and CU Group is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The Contract between you and CU Group can only be enforced by either you or CU Group. The Contracts (Rights of Third Parties) Act 1999 does not apply.

The Contract shall be governed by and construed in all aspects in accordance with the English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Cancellation form

Please fill out this form and send by post addressed to:

CU Group Admissions Office
Armstrong Siddeley Building
Gosford Street
Coventry University
CV1 5ED

Or send by email to applications@cuc.coventry.ac.uk

I hereby give notice that I wish to cancel my contract with CU Group to study a course commencing in:

Date (MONTH/YEAR):

Name of student:

Student number:

Course title:

Address of student:

Signature of student:

Date (MONTH/YEAR):