

# **Student Contract Terms and Conditions 2022/23**



**Harper Adams  
University**

October 2021

# TERMS AND CONDITIONS RELATING TO YOUR CONTRACT WITH US FOR STUDENTS ENROLLED IN 2022/23 ('TERMS AND CONDITIONS')

## 1. Introduction

1.1 Harper Adams University ('the University', 'Us' or 'We') is a company limited by guarantee registered in England and Wales with company registration number 8049710. Our registered Office is Newport Shropshire TF10 8NB. The University is also a Charity registered with the Charity Commission with Charity Number 1147717.

1.2 Your contract for education with the University ('Student Contract') is governed by the following:

- a) this document ('Terms and Conditions');
- b) your offer letter;
- c) Your course information set out in the Course Specification accessed on the course information pages on our website and
- d) the University's Regulations, Policies, Procedures and Guidance ('Regulations') as hosted in the University's [Key Information Page](#).

1.3 Any conditions specific to your programme of study will be contained in your offer letter and take precedence over the contents of this document where they conflict. The documents forming the Student Contract must be read in conjunction with one another.

1.4 The Student Contract applies to your relationship with the University from the time that you accept an offer to study at the University, or where your offer is conditional, the time that the conditions of your offer are met.

1.5 There are separate terms and conditions for students on apprenticeship programmes and those on the programme run through the Harper & Keele Veterinary School.

### Admissions Policy

1.6 An applicant's relationship with the University prior to accepting an offer is governed by the [Admissions Policy](#) which includes information on who is involved in admissions arrangements and decisions, the admissions process and how individual applicants can request a review of admissions decisions and make an admissions-related complaint.

### Students subject to Immigration Control

1.6 If you are an international student, in most cases you will need a visa under the Student Route to study on campus at the University. Further information about visas can be found on the Government's website [here](#) and on the University's website [here](#).

1.7 If your visa is revoked for any reason, the University reserves the right to withdraw the offer and/or terminate its contract with you. If you are found to be in breach of your visa conditions, the University will withdraw you from your course and report the breach to the Home Office.

1.8 As a student subject to any type of immigration control while in the UK, it is your responsibility to ensure that you have valid leave throughout your period of study at the University. As an international student studying under a Student Visa you will be subject to the attendance monitoring process set out in the Student Engagement Policy. You may also be subject to additional attendance requirements to ensure that the University can meet its legal obligations and that you fulfil the conditions of your visa. If you have low attendance and engagement, then the University may withdraw you from your course and report the breach to the Home Office.

1.9 To ensure ongoing adherence with its legal responsibilities the University reserves the right to ask you to present your evidence of immigration leave in the UK at any point during your studies with the University. Failure to provide such evidence, within a reasonable period of time, may result in the University terminating its contract with you.

### **Disability Support and Reasonable Adjustments**

1.10 The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Further information can be found in the University's Disability (Learning, Teaching and Assessment Policy for Students with Disabilities and Guidance for Staff, Students and Applicants) Policy and in the Student Health and Wellbeing Policy. Sharing details of a disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. For some of our professional accredited courses you may be asked to provide further information relating to fitness to practice. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course.

### **Key Information**

1.11 The University Regulations can be found on the Key Information Page which is a complete list of the policies, procedures and guidance by which the relationship between applicants, students and the University is organised and managed. It is available online: [www.harper.ac.uk/keyinfo](http://www.harper.ac.uk/keyinfo). Appendix 1 lists these documents which constitute the University Regulations.

1.12 These documents provide you with easy access to the arrangements by which your studies and everyday student life, whilst at Harper Adams University, are governed. They apply to all students studying at Harper Adams University in all years of study, unless explicitly specified otherwise. The detailed arrangements are subject to periodic review, through approved decision-making processes. These often involve committees which include student representation, although a small number are designated to staff members, by the Board of Governors.

### **Changes to the Contract**

1.13 The University reserves the right to make changes to the Student Contract at any time if necessary, for example, it is required in order to: comply with changes to the law, governmental policy, guidance or to take account of a ruling by a court or similar body; comply with any changes required by the Office for Students (OfS) or any successor or other relevant regulatory or funding body; implement new methods or

improvements to the provision of services; to assist in the delivery of services; to incorporate good practice or sector guidance; to ensure fitness for purpose; to correct errors. This is not an exhaustive list and other circumstances may result in a change to these terms.

1.14 Such changes will normally be brought into effect for the following academic year, although it may be necessary to introduce changes earlier, for example, to comply with a change in the law. The University will upload the updated version of the document to the [Key Information Page](#) webpage as soon as reasonably practicable.

1.15 Throughout your course the most recent version of the University Regulations will apply to you at any given time. You will be advised when enrolling of any significant changes to the Regulations from the previous year.

### **Changes to courses**

1.16 The University subscribes to the [University sector's Statement of Good Practice on Higher Education Course Changes and Closures](#). The University reserves the right to withdraw any optional module for which the number of students electing to study that module is fewer than five or for other educational reasons. Where this revision occurs, students will be guided on appropriate alternatives. If you defer or postpone your studies at any time, your Student Contract will be governed by the relevant Terms and Conditions, Course Specification and Regulations which would apply to the year group you will join as contained on the University website.

**1.7 Minor changes to courses** The University may make minor changes to courses to reflect changes in relevant laws and regulatory requirements, enhancements in response to student feedback and for the purposes of quality enhancement which might result in modest changes to the content of individual modules or to the detailed assessment arrangements for specific subjects. It might also be necessary to make minor technical adjustments and improvements along similar lines. These changes will not normally affect the degree title awarded, accreditation, placement requirements or the intended learning outcomes of the award.

**1.8 More significant changes to courses** In addition, the University may make more significant changes to courses. Such changes may be required following events beyond the University's control, including those set out in our [Student Protection Plan](#) or informed by advancements in understanding in a discipline, student and employer feedback or professional, statutory and regulatory body requirements. A more significant change is a change to the course which could have affected a student's decision to study at the University. Such changes may include: (a) the content and syllabus of courses, including in relation to placements; (b) the course learning outcomes; and/or (c) significant changes to the examination and assessment methods of core modules across the programme of study. In making any significant 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.

1.19 In accordance with the University Admissions Policy, applicants will be advised by the Admissions team of any significant changes to a course since an offer was made, for example a change in a professional body's recognition of a programme, a change in the award title or major changes to the curriculum or significant revisions to placement requirements.

1.20 If these changes are to be made before a course commences, you may then contact us to end the contract, with no financial liability.

1.21 If significant changes to a course are to be made after you have started the course and, exceptionally, you want to withdraw, you will be permitted to do so and you will be supported in finding an alternative course onto which you may want to transfer.

1.22 Very rarely a course is suspended or withdrawn before it enrolls students. In making a decision to suspend or withdraw a course for new enrolments, the University takes into account the financial viability of programmes and the vibrancy of the likely learning experience if there are very small numbers of applicants. Where this occurs, the University will inform the student at the earliest opportunity. The Admissions team will make every effort to provide assistance to help applicants find an alternative course, based either at Harper Adams University or elsewhere and, for undergraduate students, will advise on the UCAS procedure to follow.

1.23 Further information on what happens in the unlikely event that there are significant changes to your programme of study which mean you no longer want to, or are able to study, are set out in the University's [Student Protection Plan](#) which has been approved by the Office for Students.

In particular, your attention is drawn to the following arrangements.

## **2. Offers and acceptance contract formation**

2.1 You can accept an offer of a place made by the University by following the steps set out in your offer letter.

2.2 When you accept the offer of a place from the University, or when the conditions of an accepted conditional offer are met, you will be entitled to study with the University for the academic years set out in your offer letter and your Student Contract will come into existence.

2.3 If you do not meet the conditions of a conditional offer then your offer will automatically expire at the time that the conditions are not met. If you fail to enrol by the deadline for enrolment as specified in your offer letter then your Student Contract will automatically terminate and you will not be liable for any fees.

2.4 You are required to enrol at the University at the start of your course and to re-enrol for each subsequent academic year, usually at the anniversary of the start date of your programme of study. You are also required, when asked, to attend in person in order to confirm attendance for student finance, visa compliance and other purposes.

## **3. Cancellation, Cooling Off, Withdrawal, Postponement**

### **Cancellation**

3.1 You have a right to cancel your contract with the University within 14 days of your acceptance. This right to cancel is a statutory right and in addition to the rights listed below. To cancel the contract, you must inform the University of your decision to cancel in writing via email to [admissions@harper-adams.ac.uk](mailto:admissions@harper-adams.ac.uk).

3.2 If cancellation is within the 14 days and before the commencement of the provision of services, you will have no liability for University Fees. Any payment made to the University will be refunded.

3.3 If your programme starts before the end of the 14-day cancellation period, you may still cancel the Contract within the 14-day cancellation period. In this case the University reserves the right to make a charge equivalent to the proportion of fees which have been incurred from the time of commencement of services up until the date of cancellation and may also retain any deposit in respect of the services provided.

### **Withdrawal**

3.4 You may withdraw from your programme at the University at any time after the 14-day cancellation period. Where you withdraw part way through your programme of study, you may still be liable to pay fees and charges in accordance with the University's fees and charges regulations as detailed in the [Fees and Charges Brochure](#) for that year of study.

### **Taking a break in studies**

3.5 You may request to take a break in studies after enrolment if your ability to study is compromised by a significant change in life circumstances that cannot be overcome by reasonable adjustments, or if you are placement exempt and wish to stay with your original cohort. There is no automatic right to a break in studies and each case will be considered on an individual basis.

3.6 If the University agrees that you may take a break in your studies, you may still be liable to pay fees and charges in accordance with the University's fees and charges regulations as detailed in the [Fees and Charges Brochure](#) for that year of study.

3.7 For more details on the procedure for requesting a break in studies and the potential implications of the same (financial or otherwise), please refer to [Break in Studies Policy](#).

## **4. Fees**

4.1 The University charges fees for its programmes (the 'University Fee'). The amount of your University Fee is set out in the University's [Fees and Charges Brochure](#) which accompanies your offer letter and the latest edition for the year is issued at the point of enrolment each year.

4.2 You agree to be bound by the [Fees and Charges Brochure](#) which details the University Fees and to pay the University Fees in accordance with it. If you do not keep up with your payments you may not be allowed to progress with your programme or you may have services withdrawn. Please see the [Collection of Student Debt Policy](#) for how the University deals with non-payment.

4.3 Our [Fees and Charges Brochure](#) also includes information on accommodation charges, course-related fees and other additional costs that you may incur during your programme, as well as how they might be subject to change and the basis on which any change would be made.

4.4 The [Fees and Charges Brochure](#) also includes details on University Fee and accommodation charge liability dates for students who withdraw from their studies early.

## 5. Our Obligations to you

5.1 The University has responsibilities to you throughout the term of the Contract for the delivery of your programme of study.

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

- a) Teaching, including online delivery, required as part of your programme
- b) Supervision and/or academic tutoring, where appropriate
- c) Assessment and assessment feedback, as defined in the relevant programme specification(s) and/or module descriptor(s), and/ or within the Academic Quality Assurance Manual and the Assessment Regulations
- d) Relevant library and learning resources, including online resources
- e) IT services which you must use in accordance with our Acceptable Use Policy and other relevant policies
- f) Pastoral support as reasonably requested/required
- g) Reasonable student services

### Course information

5.3 Your offer of a place of a programme is based on the current course information which is maintained on our Course Information webpages at the date of the offer and will always contain the most up-to-date information. Information contained in printed publications such as the prospectus is accurate at the time of publication. You are encouraged to review your own key course information which is downloadable in pdf format (or an alternative format on request from the Admissions team), before accepting any offer of a place. The University's course webpages also contain a staff directory of the current academic staff at Harper Adams and, whilst there is no guarantee that you will be taught by any particular individual, applicants and students will gain an understanding of the range and depth of professional expertise amongst the teaching staff.

## 6. Your Obligations to us

6.1 During your time as a student at the University you must:

- a) Familiarise yourself with and adhere to the Regulations applicable to you as a student; the applicable Regulations are contained on the University [Key Information Page](#) and are listed at Appendix 1;
- b) Attend the University and be responsible for your learning, engage with your studies whether in a formal teaching environment, in group work with your peers, tutorials or in self-directed study as relevant in accordance with our [Student Engagement Policy](#); Failure to show engagement with your studies could result in your being withdrawn and the termination of the contract.
- c) Endeavour to check and read all communications from the University on a daily basis using your Harper email account;
- d) Pay all fees and charges due on time;
- e) Enrol each academic year on or by the relevant dates notified to you at the start of the year;
- f) Take reasonable care of your health and safety and that of others within the University community. You will co-operate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University;
- g) Behave appropriately and not to engage in any form of harassment or unlawful discrimination against any person with whom you interact in accordance with our [Respect Policy](#);
- h) Ensure that all of the information you give us is true, accurate and complete and is not misleading. You will notify the University promptly of any changes to the information you have provided at any time.
- i) Comply with any immigration obligations, if applicable;
- j) Comply with any professional standards or fitness-to-practise standards that may be applicable to your programme as set out in your offer.

## 7. Student Complaints

7.1 While the University makes every effort to ensure that you have the best experience possible while studying, we recognise that there may be occasions where you are dissatisfied with some aspect of the services provided by the University.

7.2 As an enrolled student you can use the [Complaints Procedure](#) to make a complaint.

7.3 Before making a formal complaint, you are encouraged to first raise this directly with the person responsible.

7.4 If you remain dissatisfied with the outcome of your complaint having exhausted the University's [Complaints Procedure](#), you may be able to complain to the Office of the Independent Adjudicator for Higher Education (OIA,) which is an independent body, and who may review your complaint and the University's decision, if it is eligible to do so.

## 8. Accommodation

8.1 Details of University accommodation and how to apply can be found [here](#).

8.2 First year undergraduate students are given priority when allocating on-campus accommodation. There are 800 bed spaces available in total, a number of which are also reserved for overseas students. There is also limited provision for full-time postgraduate students, allocated on a first-come-first served basis.

8.3 The [accommodation pages](#) of the University website detail more information. Any contract for student accommodation is separate and additional to the University's contract with a student for the provision of education and as such is subject to separate terms and conditions, as set out in the [Accommodation Agreement](#) and the [Fees and Charges Brochure](#). Please note that our accommodation application system is only available to those who have firmly accepted an offer (i.e. for undergraduates who are 'UF' or 'CF' within the UCAS system with Harper Adams University for the next entry point).

## 9. Data Protection

9.1 The University will collect, hold and process personal data relating to you in order to meet its obligation to you under the Student Contract. The University's [Data Protection Policy](#) sets out guidance for students and staff on how the University processes personal data and for the purposes set out in the Data Protection Layered Notice to be found on the [Key Information Page](#).

**9.2 It is the University's policy not to collect data regarding criminal convictions. If during the programme of study information about any criminal conviction is disclosed to us, your conduct may be investigated and could result in disciplinary action being taken in accordance with the University's [Student Conduct and Discipline Policy](#)**

**9.3 It is the responsibility of the individual applicants to ensure that they make themselves aware of any professional standards or sandwich placements which may be affected or restricted by the individual's criminal convictions history (for example where Disclosure and Barring Service checks are required by professional bodies or placement providers). Applicants should ensure that they have carried out appropriate checks or sought advice from relevant professional bodies prior to committing to a course of study at the University.**

## 10. Intellectual Property

10.1 You will own the Intellectual Property (IP) generated during the course of your studies unless one of the exceptions apply as set out in the University's [Intellectual Property Policy](#).

10.2 Where the IP is to belong to a third party you will normally be required to enter into a separate agreement with the third party. This normally applies where you work in collaboration on a project with a commercial partner or during an undergraduate placement year.

## 11. Student support

11.1 Our [University Life webpages](#) set out the many ways in which you are supported beyond the immediate tutoring teams, including in relation to accommodation, disability, finance, academic guidance, health and wellbeing, placement and

career preparation and library services. These services are available during term-time and on a more limited basis outside of term-time.

## **12. Undergraduate Placement Year**

12.1 In support of the University's excellent record for employment and graduate employability levels, all UK-based undergraduate degree courses at Harper Adams University are sandwich degrees and include a mandatory placement period.

12.2 Placements involve working for an employer in a position of your choice, but within certain constraints, the detail of which varies from course to course but includes the nature of the role and its relationship to the course and also the independence of the employer from the student. Students are not normally permitted to work for an employer for whom they have previously worked for more than two weeks. You are advised to speak with the Course Manager or Placement Manager if you have specific queries around this requirement and you will be fully briefed by their Placement Manager in your year of study before placement.

12.3 The normal duration of placements is at least 44 weeks with the following exceptions:

- a) Agriculture students are required to complete at least 52 weeks;
- b) Veterinary Nurses must complete a longer period, in line with the requirements of the Royal College of Veterinary Surgeons.

12.4 It is a requirement of full-time sandwich degree courses that students satisfy the following three elements of their placement year:

- a) You demonstrate an insight into the organisation for which you work, and
- b) You have the ability to manage your personal and career development; and
- c) You are employable in a relevant professional context of your intended award.

12.5 The three requirements in 12.4 may not apply if you are able to demonstrate, prior to commencing your studies that you have significant and relevant experience of at least two years' full-time work, or you have already completed a 12-month assessed placement as part of another course. The decision as to whether an applicant's or student's prior experience meets these criteria for exemption rests solely with the University.

12.6 You must normally have successfully completed your placement period before progressing to your final year of on-campus studies.

12.7 Assessment involves submitting written work and an employer assessment of performance in the workplace.

12.8 For Home students, the University Fees for the placement year are reduced to one fifth of those for on-campus study periods and are eligible for student support, through the Student Loans Company.

12.9 Where you request to spend your placement period overseas is agreed (via prior approval by the University) additional costs related to travel, visa application, insurance and accommodation might also be incurred and are your responsibility. In

some instances, there might be a requirement to pay for additional agents' fees to provide access to in-country support, including in locations and roles considered 'higher risk'.

12.10 Placements are not provided by the University, but the University provides extensive guidance and support for students to compete for placement opportunities. Many employers provide opportunities solely for Harper Adams' students to compete for placements, whereas other employers offer Harper Adams' students the chance to compete alongside graduates and placement students from other universities. Many placements are paid, although this will be clear from job advertisements and/or negotiable between the student and the employer. Some students work on a voluntary basis in order to secure placement experience that suits their precise career plans. Some placement positions may require students to disclose criminal convictions and cautions to placement employers.

12.11 Whilst you are on your placement year the University regulations still apply. You may also have to agree to the terms and conditions of the other party (i.e. the employer/placement provider) which will therefore also apply during your placement year.

12.12 More information on the detailed, current arrangements for a specific course are available from the University Placement Office ([placement@harper-adams.ac.uk](mailto:placement@harper-adams.ac.uk)), which can provide a copy of the latest Placement Handbook for your course on request.

## **13. When the Contract may be terminated**

13.1 The University will stop providing services to a student at any time, without liability and in accordance with the relevant policies, if you:

- a) Fail to meet the conditions of our offer made to you;
- b) Have provided false or misleading information to us in relation to an application, as set out in the Admissions Policy;
- c) Become unfit to study or unfit to practise, as set out in the Student Health and Wellbeing Policy;
- d) Fail to pay fees by the due date (including where fees are due to be paid by a third party on your behalf), as set out in the Collection of Student Debt Policy;
- e) Fail to enrol in any year of your chosen course by the published enrolment date, without independent written evidence of mitigating circumstances;
- f) Are expelled from the University as a result of disciplinary action as set out in the Student Conduct and Discipline Policy;
- g) Fail to meet the level of achievement required as set out within the Assessment Regulations, including in relation to academic achievement and performance on placement;
- h) Fail to satisfy requirements associated with engagement with your studies as set out in the Student Engagement Policy;
- i) Fail to meet the conditions in place in order for you to resume studies following an approved break in studies;
- j) Fail to meet your obligations under a Student Route visa, as set out in the Student Visa Sponsorship Policy or you no longer have permission to study in the United Kingdom.

13.2 If the University terminates the Student Contract you will be required to withdraw from your studies and the University premises immediately or will be refused enrolment as appropriate to the timing of the cancellation.

13.3 You may still be liable for fees and charges, including for University Fees, accommodation charges or other services, if a contract is terminated in the above instances in accordance with the rules laid out in the Fees and Charges Brochure.

13.4 You may terminate the Contract if:

- a) You withdraw from the University as set out in paragraph 3.4 above but you may remain liable for University Fees.
- b) The University is in material breach of its obligations to you and the breach is incapable of remedy
- c) There is a significant change to the programme with which you disagree as set out in the Student Protection Plan

13.5 The University's position on refunds and compensation is set out in the Refund and Compensation Policy.

## **14. Limitation of Liability**

14.1 This clause sets out and limits the legal liability of the University or its officers, employees or agents to you. The University is not responsible to you for unforeseeable loss and damage, or loss where it is attributable to your own fault or the fault of a third party. Subject to 15.3 and any restriction in statute or at common law affecting the University's ability to limit its liability, the University will only be liable to you for loss or damage you suffer that is a foreseeable result of our breach of our Student Contract with you or if we fail to carry out our obligations under the Student Contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for losses or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of the Student Contract or if they were contemplated by you and us at the time we entered into the Student Contract. We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third party

14.2 Nothing in this clause limits liability arising from:

- a) Death or personal injury caused by the negligence of the University or its officers, employees or agents; or
- b) Fraud or fraudulent misrepresentation.

14.3 The University and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:

- a) Damage to, theft and/or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of the University or its officers, employees or agent. You are advised to obtain insurance for your own property before you

- arrive at the University;
- b) Non-return of work submitted for assessment;
  - c) Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the University's Regulations or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;
  - d) Death or personal injury that is not caused by the negligence of the University or its officers, employees or agents;
  - e) Changes to the law that require a change of the Contract; and
  - f) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

14.4 Except for those circumstances described in clause 14.3, any liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the University Fees and Course-Related Costs paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of that particular loss. Please see the [Refund and Compensation Policy](#) for further details.

## **15. Events Beyond our Reasonable Control**

15.1 The University shall do all that it reasonably can to provide educational services to you. However, an Event Beyond our Reasonable Control may prevent, hinder or delay the provision of any of its obligations.

15.2 An Event Beyond our Reasonable Control includes, without limitation, acts of God, flood, drought earthquake or other natural disaster, epidemic or pandemic, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, nuclear, chemical or biological contamination, collapse of building, fire explosion or accident, breakdown of plant or machinery, default of suppliers or sub-contractors, industrial action, the unanticipated departure or absence of members of University staff or any other event or circumstances not within the reasonable control of the University, whether similar or dissimilar to any of the foregoing.

15.3 As a result of an Event Beyond our Reasonable Control, the University will not be in breach of this agreement or liable for delay in performing its obligations. The University will try to assist students as much as reasonably possible to reduce the impact of such an event.

15.4 If such events affect students and their courses of study, the University will assist students as far as reasonably possible to reduce the impact. Measures that might be taken will include those cited in the [Student Protection Plan](#) and may include making alternative arrangements and/or amending provision to minimise disruption. Students will be notified and communicated with in respect of measures taken.

## **16. Severance**

16.1 In the event that any part of these Terms and Conditions are found to be invalid, unlawful or unenforceable in any way, then such part shall be severed from the

Contract without affecting any of the remaining Terms and Conditions which shall remain valid.

## **17. Governing Law and Jurisdiction**

17.1 These terms and conditions are governed by English law and any legal proceedings in respect of them should be brought in the English courts. If you live in Wales, you can bring legal proceedings in respect of the services in either the Welsh or the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

## **18. Regulation**

18.1 The University's overarching regulator is the Office for Students (OfS at [www.officeforstudents.org.uk](http://www.officeforstudents.org.uk)). The University is also a subscriber to the Office of the Independent Adjudicator for Higher Education ([www.oiahe.org.uk](http://www.oiahe.org.uk)), which provides an external ombudsman service where students remain discontent about the outcome of a complaint or academic appeal that has completed the University's internal procedures.

## **19. Contact**

19.1 Students and prospective students are encouraged to contact the University at any time with any queries in relation to studying at Harper Adams. In the first instance, on-course students are advised to contact their Course Manager and applicants are advised to contact the Admissions Teams at [admissions@harper-adams.ac.uk](mailto:admissions@harper-adams.ac.uk)

**Appendix 1 - Policies, Procedures and Guidance for Students available at the [Key Information Page](#).** Each item is listed in the alphabetical order below at this [webpage](#).

<b>Policy, Procedure or Guidance Title</b>	<b>Description of content</b>
Academic Appeals Policy	For requests to explain or review the assessment decisions of an assessment board, academic misconduct panel or placement panel.
Academic Misconduct Policy	Guidance for instances of cheating, collusion or plagiarism in assessed work.
Academic Quality Assurance Manual	Manual intended to serve as a definitive source on arrangements for assuring the standards and enhancing the quality of the University's entire academic provision. Section 3, in particular, outlines how students are consulted on making changes to courses.
Acceptable Use Policy	Agreement within which users are permitted access to the University's Information Services
Access and Participation Plan	The Access and Participation Plan, as approved by the Office for Students, sets out our intended arrangements to support social mobility and to support access, on-course success and progression to employment for under-represented or disadvantaged groups.
Accommodation Licence Agreement	Outlines the Conditions of Residence, dates of residency, deposit information, tenant responsibilities and arrangements should a student withdraw from study. This agreement also set out the expectations we have of students living in University accommodation, generic damage charges and fines, deposits, ID card and key replacement charges.
Admissions Policy	Outlines the University's goal to provide equal opportunity for all individuals, regardless of background, to gain admission to a course suited to their ability and aspirations. The policy also highlights the procedure for complaints about the handling of an admissions decision.
Animals/Dogs on Campus	Covers household animals and dogs used for teaching purposes on campus, including assistance animals in accommodation and offices. The policy differentiates between working animals and pets, and gives details of assistance dogs.
Assessment Arrangements	This document aims to provide a reference point for staff and students on the assessment arrangements operated at Harper Adams University. It reflects both approved policy and, for students whose studies are based at Harper Adams, also details the operational aspects. This document has been developed in line with the National Union of Students' principles for effective assessment and good feedback. It also reflects the guidance issued by the Quality Assurance Agency for Higher Education.
Assessment Regulations	Details the level of achievement that a student must satisfy in their assessments in order to qualify for progression to the next stage of their studies, including from placement, or for an award. These regulations are updated annually and published for the current academic session.
Assessment Regulations FAQs	Working with the Harper Adams Students' Union, we have compiled a list of Frequently Asked Questions which provide further explanation and clarification of the University's current Assessment Regulations (including the updates that were introduced as part of the COVID Academic Assistance Package). This guide has been written to be as clear as possible and it also includes a range of examples to show the operation/impact of the regulations on students (undergraduate and postgraduate).

<b>Policy, Procedure or Guidance Title</b>	<b>Description of content</b>
Break in Studies Policy	For some students, unexpected circumstances may demand an unplanned break in your studies. This policy outlines the circumstances in which a request for a break in study is likely to be approved, how the University will handle any requests and the steps to ensure a smooth return to study.
Collection of Student Debt Policy	Sets out the sanctions in place for students who do not make payments as agreed with the University.
Community Charter	A vibrant academic community at Harper Adams requires a partnership between all those who contribute to University life. The charter outlines the general principles of this partnership and details how these will be enacted. Although not a legally binding contract, it acts as a statement of intention and expectation for students and staff members of the University. In addition to the statements in the Community Charter, Harper Adams University students and staff agree to operate in accord with the statements set out in the COVID-19 Responsibility Agreement.
Complaints Procedure	The arrangements by which registered students may complain about a service provided by the University or a contractor appointed by the University.
Data Protection Policy	This includes details on the purposes for which personal data is held, the categories of data held, the safeguards in place, to whom data may be disclosed and students' and the University's responsibilities with regard to data. The GDPR Layered Notice is also provided for your information.
Degree Outcomes Statement	This document provides an analysis of the University's degree classification profile over the last five years. The content of this statement is based upon the guidance issued by the Quality Assurance Agency for Higher Education and the UK Standing Committee for Quality Assessment.
Disability (Learning, Teaching and Assessment Policy for Students with Disabilities and Guidance for Staff, Students and Applicants)	The arrangements by which disabled students are supported and reasonable adjustments are considered in circumstances where the University's inclusive learning, teaching and assessment arrangements are insufficient to take into account an individual's disability. Applicants with a disability are encouraged to make early contact with the University's Disability and Learner Support Manager, so that individual needs can be assessed and agreed in advance of enrolment.
Drugs and Alcohol Policy	This policy sets out the arrangements by which students who abuse drugs and / or alcohol are educated, supported and disciplined, as appropriate for their own safety and the safety of others.
Equality and Diversity Policy	This policy informs students of our approach (in general terms only) to Equality and Diversity, including our Single Equality Scheme arrangements. More information on the Policy or the Single Equality Scheme can be obtained by emailing <a href="mailto:humanresources@harper-adams.ac.uk">humanresources@harper-adams.ac.uk</a> .
Examination rules	Specifies the arrangements by which examinations are organised and the expectations of student conduct, and includes the penalties applied when those expectations are contravened.

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Fees and Charges 2021/22	A guide to the charges all students may face relating to their time at the University, including university fees, accommodation and other course and activity related costs, provided with any offer of a University place.
Fees and Charges 2022/23	A guide to the charges all students may face relating to their time at the University, including university fees, accommodation and other course and activity related costs, provided with any offer of a University place.
Fitness to Practise Policy and Procedures for Veterinary Nurses	Guidance for students in relation to responsibilities and conduct, which must be demonstrated in their professional and private lives when they apply to enter the veterinary nursing profession.
Freedom of Speech, Academic Freedom and External Speaker Policy	Outlines the formal policies and procedures in place to secure freedom of speech and maintain academic freedom.
How Student Fees are Spent	All universities are encouraged to explain as transparently as possible to students their sources of income and how they spend their money. This document highlights the key areas where Harper Adams University generates income and incurs expenditure.
Inclusion (Guide to Inclusive Learning, Teaching and Assessment)	A guidance document which helps tutors to think about how teaching and supporting learning can best address the needs of a diverse student population. It provides guidance to encourage reflection and discussion. Some points are advisory, others are mandatory expectations.
Information Security Policy	Sets out appropriate measures through which the University will facilitate the secure and reliable flow of information, both within the University and in external communications.
Intellectual Property Policy	Outlines the way in which intellectual property (the production of original intellectual or creative activity) is dealt with at Harper Adams University.
Learning, Teaching and Student Experience Strategy	The strategy document provides a reference point and information on all activities that enable and support a student's learning and teaching experience, including areas of ongoing development.
Mitigating Circumstances (Arrangements for Claiming Mitigating Circumstances)	Specify the arrangements for requesting extensions to coursework deadlines, deferral of examination due to illness or other incapacity or requests for consideration of impact on student performance due to circumstances outside the control of the student.
Parking (Motor Vehicles, Car Parking Policy and Regulations)	Provides key information regarding the expectations of students, staff and visitors with regards to driving and parking on site.
Placement Arrangements	In support of the University's excellent record for employment and graduate employability levels, all undergraduate degree courses at Harper Adams University are sandwich degrees and include a mandatory placement period. Harper Adams University has excellent links with industry, which are reinforced through the unique placement

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	arrangements. More information on the detailed, current arrangements for a specific course is available from the University Placement Office ( <a href="mailto:placement@harper-adams.ac.uk">placement@harper-adams.ac.uk</a> ) which can provide a copy of the latest course-specific Placement Handbook on request.
Prevent Policy	This document sets out how the University implements its Prevent Duty. It should be read alongside the Safeguarding Policy.
Recording (Policy for Student Recording of Classes)	Sets out when classes can be recorded, and when they cannot. States the ways in which it is appropriate to use in-class recordings and particularly the expectations around storing and distributing recordings. This policy is relevant to staff and students.
Refund and Compensation Policy	Details the arrangements to refund University fees and other relevant costs to students and to provide compensation, where necessary, in the event that the University is no longer able to preserve continuation of study.
Respect Policy	This policy complements our Equality and Diversity Policy, which ensures our legal compliance with the Equality Act 2010, by promoting a respectful community environment of respectfulness, positive relationships and experiences, and which is free of harassment, violence, exploitation and intimidation.
Safeguarding Policy	Sets out the arrangements by which children and vulnerable adults are safeguarded from harm and all members of the University community are protected from radicalisation.
Sexual Violence, Violent Behaviour, Racism, Bullying and Harassment Incident Handling Procedure	To be read alongside our Respect Policy, this procedure provides further supporting information about how we handle cases of alleged sexual violence, violent behaviour, racism, bullying and/or harassment.
Student Conduct and Discipline Policy	The purpose of this policy is to address behaviour or actions by students that cause actual or potential distress or harm to property and to others, irrespective of whether or not distress or harm was intended, or disrupt the normal operations and/or safe use of our University.
Student Engagement Policy	This sets out how we support our students to engage with their studies successfully how we support international students to remain compliant with the additional visa requirements set by the Home Office.
Student Health and Wellbeing Policy	This policy outlines our approach to mental health and wellbeing support for students and the arrangements by which both mental and physical health concerns or difficulties are considered in relation to a student's study, with the aim to help all students realise their full academic potential and successfully complete their studies.
Student Life (A Rough Guide to student life 2021/22)	Use this guide to help you to get organised, and to find lots of useful information all in one place.
Student Protection Plan	The University's Student Protection Plan has been approved by the Office for Students. The Plan outlines the measures in place to preserve continuation of study for students and covers what happens in the event of minor and major changes to a course, a course closure, arrangements for courses run with other providers, arrangements for visa-sponsored students in the event the University loses its licence to

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	sponsor students, insurances and estates risks, significant events affecting the University and University closure.
Student Safety Handbook	A Student Safety Handbook provides an overview of safety information for students. All students receive a safety induction on arrival. This includes an explanation of emergency procedures and an introduction to the relevant safety regulations, arrangements and precautions which students are required to follow.
Student Visa Sponsorship Policy	The arrangements by which overseas applicants and students requiring visa sponsorship are managed.
Suicide Safer Strategy	Harper Adams' strategy in delivering our commitment to the Suicide Safer campaign.
Term dates	Undergraduate term dates and reassessment periods during which all students are expected to be available for study and assessment. New students must attend during the Welcome Week / Week 0. Dates for tuition and assessment points for Postgraduate students are available on request from <a href="mailto:postgraduate@harper-adams.ac.uk">postgraduate@harper-adams.ac.uk</a> .
Terms and Conditions	Key Information relating to the students' contract with the University for students enrolled from 2018/19-2022/23
Transfer Policy	A guide to the process that a student should follow if they are interested in changing their course or institution (or both), including the key contacts, the normal timescales involved and advice on the information that will typically be required to support a transfer request.
Under 18 Students Agreement	The arrangements by which under 18 year old students and their parents are required to signify their agreement to: a limited number of consents; restrictions on access to alcohol; late night curfews; and advice on planned duration and location when students leave the campus. This agreement stays in force until a student reaches their eighteenth birthday. This agreement is available on request from <a href="mailto:studentservices@harper-adams.ac.uk">studentservices@harper-adams.ac.uk</a> .
Whistleblowing (Speaking Up: The Whistleblowing Procedure)	The University is committed to ensuring that it, and the people working for it, comply with the highest standards of openness, honesty and accountability. This policy lays out the procedure to be followed in investigating and, where appropriate, acting upon a disclosure of information or allegation of serious wrongdoing made by a person, or persons, within the University which is in the public interest.
Withdrawal from Studies (Guidance for students thinking about leaving Harper Adams University)	A comprehensive guide into the steps that a student needs to consider when wishing to withdraw from the University, including the implications of doing so, ensuring that all paperwork is in order and who to speak to.