

# TERMS AND CONDITIONS FOR POSTGRADUATE TAUGHT STUDENTS 2018/19

## 1 Introduction

- 1.1 This document governs the relationship between you and the University of Reading ("the University"), and sets out the contract terms between us ("the Terms and Conditions").
- 1.2 The University is an independent corporation with charitable status established by Royal Charter with number RC000665 and its registered office is at Whiteknights, PO Box 217, Reading RG6 6AH.
- 1.3 These Terms and Conditions apply following your acceptance of an offer of a place at the University.
- 1.4 In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:
  - a) Your offer letter; and
  - b) The Fees Policy
- 1.5 During your time studying at the University, you may live in University accommodation. The terms concerning that accommodation will be set out in a separate agreement between you and the University.
- 1.6 You also agree to observe the Student Regulations in accordance with clause 4 of these Terms and Conditions.

## 2 Offers and registration

- 2.1 You can accept an offer of a place made by the University by following the steps set out in your offer letter. You must do this by the Programme start date set out in your offer letter, unless an alternative acceptance date is set out in your offer letter.
- 2.2 On acceptance of an offer and compliance with any conditions set out in the offer, you will be entitled to register with the University for the academic year set out in the offer. You must register with the University in accordance with any instructions provided to you by it no later than the Registration Date set out in your offer letter. If you do not do so, you will not be permitted to register with the University and these Terms and Conditions will terminate.
- 2.3 On registration you will become a Student Member of the University.
- 2.4 You may not be permitted to register with the University if:
  - a) you do not show your identification documents in person to the University and/or you do not have the correct visa documentation;
  - b) you have provided incorrect or misleading information in a document relating to the application or in any other document;
  - c) you do not have the right to study in the United Kingdom;
  - d) you have a relevant criminal conviction contrary to the University's Criminal Convictions Policy;
  - e) you do not have Disclosure and Barring Service clearance, where this is required for your Programme;
  - f) you do not pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees as required by the Fees Policy;
  - g) you have an unpaid and outstanding debt to the University; or
  - h) you do not meet the conditions set out in your offer letter.

- 2.5** You must normally register for each subsequent academic year for the duration of your Programme no later than 21 days after the start of the autumn term unless you are notified differently by the University in writing. You will be entitled to register for subsequent years provided that:
- a) you have paid the Tuition Fees;
  - b) you have not been withdrawn from the University;
  - c) you have not been convicted of a criminal offence that, had it existed at the time of your application or first registration you would not have been permitted to register;
  - d) you have met the relevant progression requirements for the previous years of your Programme; and
  - e) you are not suspended.

### **3 Cancellation**

- 3.1** You have the right to cancel these Terms and Conditions within 14 days after the day on which you accepted the offer of a place at the University. You do not have to give us a reason for the cancellation.
- 3.2** To cancel the Terms and Conditions you can use our cancellation form, but you do not have to do so.
- 3.3** If your Programme commences within the 14 day period referred to above, you no longer have the right to cancel and must terminate the Terms and Conditions in accordance with clause 10 below.
- 3.4** If you or anyone on your behalf has made a payment to us and you subsequently cancel these Terms and Conditions, we will reimburse such payment to the person who has made payment in accordance with our Fees Policy.
- 3.5** You may terminate this contract after the expiry of the 14 day period referred to above, but you must do so in accordance with clause 10 of these Terms and Conditions.

### **4 The Student Regulations**

- 4.1** You agree that you will observe the Student Regulations.
- 4.2** The "Student Regulations" are the University's policies and procedures listed in Ordinance C8, the Framework for Classification and Progression, the Code of Practice on Assessment of Taught Programmes, the Rules for the Use of the University Library and the IT Regulations.
- 4.3** The Student Regulations contain important information about the expectations that the University has of you as a student and the relevant procedures and processes to be followed. These include the standards of behaviour expected (including how the University deals with academic misconduct), engagement with your studies and attendance at University, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your programme where applicable, to graduate and how your programme and examinations (including assignments) will be assessed. The Student Regulations set out how you can raise complaints and concerns to the University, including how to challenge examination results and your degree classification.
- 4.4** The Student Regulations can be found on the Rules and Regulations section of the University of Reading Website and can be accessed [here](#).
- 4.5** The University reserves the right to make reasonable changes to the Student Regulations. In addition to the reasons set out in clause 11.3, the reasons for such changes include but are not limited to ensuring that the Student Regulations are fit for purpose, to incorporate sector guidance or good practice and to incorporate student feedback. These changes will normally come into effect at the start of an academic year. If you have any concerns about the rational or effect of any change to the Student Regulations, please contact the Director of Teaching and Learning Operations.

### **5 Your Programme (sometimes also referred to as your Course)**

- 5.1** Following your registration, the University will, subject to these Terms and Conditions, provide you with a place on the programme set out in your offer letter ("the Programme").
- 5.2** The University will make reasonable efforts to deliver your Programme as described in the relevant printed or online prospectus for the academic year.

- 5.3** The University will provide a number of optional modules as part of your Programme. The University cannot guarantee that all optional modules will be available to all students who may wish to take them.
- 5.4** The University will provide you with tuition and other teaching and learning support associated with your Programme with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.
- 5.5** The University will examine you in accordance with its Ordinances and the relevant Student Regulations.
- 5.6** Provided that you have registered for and pursued your Programme, paid the Tuition Fees, fulfilled the criteria for qualification set out in the programme specification for your Programme and the Student Regulations and otherwise complied with the Student Regulations, the University will confer on you any award to which you are entitled.
- 5.7** From time to time, in order to enhance provision for its students, the University enters into agreements with other academic institutions for the delivery of joint or dual awards with that institution. If your Programme is for a joint or dual award, other Terms and Conditions may apply, which will be detailed to you.

## **6 Fees**

- 6.1** The University charges tuition fees for its programmes ("the Tuition Fees"). The amount of your Tuition Fee is set out in your offer letter.
- 6.2** You agree to be bound by the University's Fees Policy and to ensure that your Tuition Fees are paid in accordance with it.
- 6.3** If you do not pay the Tuition Fees in accordance with the Fees Policy the University reserves the right to withhold your results and to not permit you to graduate.
- 6.4** There may be additional costs relating to your Programme ("Additional Costs") which you agree to pay to the University or to a relevant third party. Additional Costs may include field trips, theatre and museum visits, compulsory texts, materials, specialist clothing and printing costs. Whilst the University makes reasonable efforts to ensure the information regarding Additional Costs is correct, from time to time further or different Additional Costs are incurred by the University in order to maximise the educational opportunities for its students.

## **7 Our obligations to you**

- 7.1** The University will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:
- a) The library and suitable learning resources, including online learning resources;
  - b) IT infrastructure, including a University email account;
  - c) Pastoral support; and
  - d) Careers, employability and placement advice and support.
- 7.2** During your Programme or as part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be included in your Programme Specification.
- 7.3** The University will have in place appropriate regulations and policies, including the Student Regulations, to govern your Programme and your time as a student of the University, which it will make available to you and operate fairly and reasonably.

## **8 Your obligations to the University**

- 8.1** You understand that following registration you are a student member of the University community and agree that as such you will behave respectfully to all other members of our community.
- 8.2** You agree that you will familiarise yourself with and adhere to the Student Regulations and other regulations and policies that are brought to your attention.
- 8.3** You agree that you will participate reasonably in University procedures, including those contained within the Student Regulations and, if a sanction is awarded against you, including but not limited to a fine, you will comply with it.

- 8.4** You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with the University because of extenuating circumstances.
- 8.5** You will use your University email account or the relevant University virtual learning environment for all communications with the University. You understand that the University will use your University email account to formally communicate with you following registration (unless the University agrees otherwise). As such it is the University's expectation that you will check your University email account daily and you agree to do so at least once a week.
- 8.6** You will take reasonable care of the health and safety of yourself and others within the University community and 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.
- 8.7** You agree that you will disclose details of any criminal conviction received during your time at the University that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with the University.
- 8.8** You agree that you will keep the contact information provided to the University up to date and inform the University promptly of any changes to this. You will also, where applicable, inform the University immediately of any changes to your immigration status.

## 9 Complaints

- 9.1** The University has in place policies setting out how complaints may be made against it.
- 9.2** If you are an applicant to the University, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the Admissions Appeals and Complaints Policy.
- 9.3** Following registration, you may raise a complaint about your Programme or any other aspect of the University's service in accordance with the Student Complaints Procedure.
- 9.4** If your complaint cannot be resolved in the manner set out in clauses 9.2 and 9.3 above, it may be possible to apply for an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), which can be found at [www.oiahe.org.uk/](http://www.oiahe.org.uk/) (providing you are a registered student) and/or for you to use an EU online dispute resolution service. This service can be found at [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr); when asked the University's contact details the correct email address to provide is [disputeresolution@reading.ac.uk](mailto:disputeresolution@reading.ac.uk).

## 10 Termination

- 10.1 By you:** You may withdraw from the University and terminate your registration and these Terms and Conditions at any time. To withdraw from the University you must give notice, in writing, to the Director of Global Recruitment and Admissions. Notice takes effect on receipt.
- 10.2 By the University:** The University may withdraw your offer or terminate your registration and these Terms and Condition, and withdraw you from the University if:
- You do not pay the Tuition Fees;
  - You have failed to meet the conditions of the offer made to you;
  - You have provided false, incomplete, inaccurate or misleading information in your application to the University or at any other time;
  - You do not complete your registration with the University at the beginning of each year of your Programme;
  - A decision is made that you may not continue as a student of the University in accordance with the procedures detailed in the Student Regulations;
  - You do not meet your obligations under a Tier 4 visa or you no longer have permission to study in the United Kingdom;
  - You fail to meet the University's progression or award requirements;
  - You are unable to fulfil any requirement of your programme, including obtaining and/or maintaining

membership of specified organisations;

- i) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
- j) You materially breach these Terms and Conditions.

**10.3** You understand that the University may monitor your attendance at and/or engagement with the University. If you are an international student and you do not attend or otherwise meet the obligations of your visa the University will withdraw your Tier 4 sponsorship, which will result in the termination of these Terms and Conditions.

**10.4** On termination of your registration in accordance with clause 10.1 or 10.2 you will be liable for the Tuition Fees for the academic year in accordance with the Fees Policy table. If you have already paid more of your Tuition Fees than required, the University will reimburse the proportion of the Tuition Fees to you or the organisation or person who has made the payment so that Tuition Fees are paid in accordance with the Fees Policy.

**10.5** On termination of your registration and these Terms and Conditions you are required to pay any outstanding Tuition Fees immediately, in accordance with the Fees Policy, along with any other debt owed to the University.

**10.6** On termination of your registration and these Terms and Conditions you are required to return to the University your campus card and all other University property.

## 11 Changes to these Terms and Conditions

**11.1** If you wish to request a change to these Terms and Conditions you must contact the University as follows and, following discussion with you, it will confirm whether this change is possible:

- a) change to a different Programme before registration, contact Admissions;
- b) change to a different Programme after registration, contact the Support Centre;
- c) defer your first registration, contact Admissions;
- d) suspend your studies before registration, contact Admissions;
- e) suspend your studies after registration, contact the Support Centre; or
- f) change from full time to part time study, or from part time study to full time study after registration, contact the Support Centre.

In this clause, if you are studying with Henley Business School, Support Centre means the Programme Administration Team.

**11.2** No changes requested by you will be binding on you or the University unless they are agreed in writing by the University.

**11.3** The University will not discontinue your Programme following your registration on it, but it may make reasonable changes to your Programme, these Terms and Conditions or its other obligations to you either before or after you have registered with the University. These changes will be communicated to you in writing as far in advance of any change as reasonably possible and the University will take all reasonable steps to mitigate any negative impact on you as a result of these changes. Reasons for making changes include, but are not limited to:

- a) to make updates to reflect best practice and academic developments for the benefit of students;
- b) to improve the Programme and your experience of it;
- c) to meet the requirements of external or accrediting bodies;
- d) as a result of staff changes within the University; or
- e) changes to the law.

**11.4** If you have deferred entry, suspended your studies, undertaken a pre-sessional programme or (in some circumstances) undertaken a year abroad or a placement year the University may make changes to your Programme and/or to your Tuition Fees. Exceptionally this may involve discontinuing your Programme and in those circumstances the University will use its reasonable endeavours to allow you to complete your Programme.

**11.5** As set out in clause 5.3, the University makes no guarantee that optional modules detailed in the print

or online prospectus will be available.

- 11.6** If you do not agree to the University making this change, you may raise a complaint in accordance with clause 9. You may also decide to withdraw from your Programme, in which case you must give notice in writing in accordance with clause 10.

## 12 Suspension

- 12.1** The University may suspend your registration in accordance with the Student Regulations. Suspension by the University will be:
- a) To enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the University, you cannot attend the University whilst the investigation is carried out;
  - b) A sanction following the procedures set out in the Student Regulations; or
  - c) Because in the reasonable opinion of the University, it will be detrimental to the health, safety or welfare of you or others for you to attend the University.
- 12.2** You have the right to appeal a suspension under the preceding clause in accordance with the Student Regulations.

## 13 Limits on the University's liability to you

- 13.1** This clause sets out and limits the legal liability of the University or its officers, employees or agents to you. The University is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.
- 13.2** 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.
- 13.3** 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 agents;
  - 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 Student 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 these Terms and Conditions; and
  - f) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 13.4** Except for those circumstances described in clause 13.2, 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 Tuition Fees and Additional 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.
- 13.5** Further, the University will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the University's control which could not have been foreseen or prevented even if the University had taken reasonable care. Matters outside the University's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the University will use all reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change



part or all of your Programme and its obligations set out in these Terms and Conditions.

## 14 Data Protection

**14.1** The University will collect, hold and process data relating to you ("personal data") in order to meet its obligations to you under these Terms and Conditions and for the purposes stated in its Fair Processing Notice, which can be found at:

[http://student.reading.ac.uk/essentials/\\_the-important-stuff/values-and-behaviours/data-protection.aspx](http://student.reading.ac.uk/essentials/_the-important-stuff/values-and-behaviours/data-protection.aspx)

**14.2**

By accepting an offer of a place at the University, you agree to the University processing your personal data for the purposes described above, and in accordance with the Data Protection Act 1998 and the University's Fair Processing Notice.

**14.3**

The University may disclose appropriate personal data, including sensitive personal data, to third parties, where there is legitimate need or obligation, during or after your period of study. This may include third parties that are based overseas and outside the European Economic Area. This includes but is not limited to the disclosure of relevant and appropriate information to the Higher Education Statistics Agency or replacement bodies from time to time; the University of Reading Students' Union; external organisations associated with the provision of your Programme; external organisations associated with the provision of the University's services to you (such as IT or resource providers); government bodies; sponsors and those requesting references. Any such disclosures of your personal data will be carried out in accordance with the Data Protection Act 1998 and the University's Fair Processing Notice.

**14.4**

The University's Data Protection Policy ([www.reading.ac.uk/web/FILES/imps/Data-Protection-Policy-CURRENT.pdf](http://www.reading.ac.uk/web/FILES/imps/Data-Protection-Policy-CURRENT.pdf)) and Data Protection Guidelines set out guidance for University staff, students and others who process personal data on behalf of the University to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies).

## 15 Intellectual Property

**15.1** In these Terms and Conditions "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**15.2** All Intellectual Property Rights developed by you during the course of your studies at the University shall remain your property ("Student IP"), subject to the below exceptions, and/or unless otherwise agreed with you:

- a) you are working on a project or otherwise funded by a third party and the terms of the contract and/or grant between the University and the third party require the assignment of Intellectual Property Rights;
- b) Intellectual Property Rights are generated as a result of working in collaboration with other students or University staff;
- c) a member of University staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the University;
- d) you have received significant financial support or material contribution from the University (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
- e) you are undertaking a wholly or partly sponsored project or placement;
- f) your module has as a primary or substantial purpose the creation of Intellectual Property Rights; or
- g) other exceptional circumstances such as being offered the opportunity to take part in a University sponsored event.

**15.3** In the circumstances set out in 15.2 above, the ownership and exploitation of the applicable Intellectual Property Rights will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between you and the University will be required. You

will be required to complete a written assignment agreement and abide by the terms and procedures set out in the University's Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefits.

- 15.4** You agree to grant the University a continuing, royalty free, irrevocable, transferable and non-exclusive worldwide licence to use your Student IP, including the right to sub-licence, for the purposes of teaching, research, internal administration and other non-commercial use.
- 15.5** Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.
- 15.6** The provisions of this clause and any related agreement governing the ownership and exploitation of your Student IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of these Terms and Conditions.

## 16 Other important terms

- 16.1** These Terms and Conditions are personal to you and you may not transfer them or your rights under these them to anyone else.
- 16.2** These Terms and Conditions are between you and the University and no-one else has any rights under them.
- 16.3** Each of the paragraphs of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.
- 16.4** Failure or delay by you or the University to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that provision.
- 16.5** Notices
- a) Any notice given under these Terms and Conditions will be in writing.
  - b) The University will send any notice to you either to your term-time address/home address and/or by email to your University email address. You must keep your details up to date on RISIS.
  - c) You must send any notices either by post (to University of Reading, Whiteknights, PO Box 217, Reading RG6 6AH) or by email, marked for the attention of:

**Title:**

**Email:**

The Director of Global Recruitment and Admissions    [j.h.ackroyd@reading.ac.uk](mailto:j.h.ackroyd@reading.ac.uk)

- 16.6** In the event of inconsistencies between the Terms and Conditions and any other contract information provided to you, the Terms and Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail.
- 16.7** These Terms and Conditions are governed by the law of England and Wales and you and the University agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts.

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**Terms and Conditions for Postgraduate Taught Students 2018/19**

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