

## **Royal Agricultural University (RAU)**

### **Terms and Conditions of Offer: Distance Learning Programmes 2021/22 entry**

#### **About us**

This document together with the terms of any student offer is the contract between the Royal Agricultural University ("the University") and its students ("students"/"you").

The Terms and Conditions lay out the contractual basis of your relationship with the University and the purpose of these is to draw your attention to the key terms.

#### **Your Student Contract**

Your contract with the University is made up of:

- a) your offer letter from the University
- b) the terms in this document
- c) the Programme Specification and associated Module Handbooks for your chosen programme
- d) the University's Regulations and Policies (see below), including the University's [Admissions Policy](#).

You must review each of these documents before accepting an offer from the University as they contain important terms which will be binding on you once you accept.

(All of the above online documents are available in pdf on the Important Information about your offer page. The documents applicable to your cohort of study will not be displayed permanently so you are advised to download and save the documents referred to in the offer letter.)

#### **Your offer and the formation of your contract with the University**

Your offer letter from the University is the University's formal offer of a place.

If you are applying for a full-time undergraduate programme, you will enter into your contract with the University when you accept your offer as your "firm choice" via UCAS.

If you are applying for a postgraduate distance learning programme (part-time or full-time), you will enter into your contract with the University when you accept your offer via MyRAU.

#### **What Conditions apply to the Offer**

1. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
2. Providing false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.
3. The University requires students to provide proof of identity and original qualifications at the point of registration. Overseas students who are attending a residential element for their course will need to show evidence of their immigration status in the UK (Usually this is a short-term study visa) upon arriving to register and attend their residential element. All applicants are required to upload copies of their qualifications on the Applicant Portal where these are not received from UCAS.

4. The conditions applicable to the offer of a place are set out in the offer letter. For some courses, non-academic conditions will also apply and will be confirmed in the offer letter and/or on the course page.

5. Your offer may be conditional (e.g. on achievement of specific grades or obtaining an appropriate visa). These pre-conditions must be fulfilled. If they are not fulfilled, the University will not be obliged to accept you onto your chosen course.

6. Where you declare relevant unspent convictions, the University may require further information to assess any risk you may pose to the University community. All offers are conditional upon the University being satisfied with the information provided. Where the University is not satisfied and therefore considers you unsuitable to join the University community based on the risk you may pose, the University will withdraw the offer/terminate the contract. Alternatively, the University may allow you to enrol subject to conditions such as you being unable to live in University accommodation.

You may also have other contracts with which you need to comply, e.g., accommodation, financial support or personal insurance. These are separate contracts, independent of this contract with the University.

## **Expiry and Termination of your contract**

### **Your right to cancel or withdraw from your contract**

If you change your mind about accepting your offer, you have the statutory right to cancel this contract without needing to give any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the University. The second cancellation period will expire 14 days after initial enrolment.

### **Termination of the Contract by You**

To exercise your right to cancel you must inform the University in writing. You can use the Right to Cancel Form or, alternatively, you can use the Model Cancellation Form contained within the Consumer Contracts Regulations. You must send your completed form either by post to: Admissions, The Royal Agricultural University, Stroud Road, Cirencester, GL7 6JS or by e-mail to [admissions@rau.ac.uk](mailto:admissions@rau.ac.uk)

If you cancel this contract within the 14-day cancellation period referred to above the University will reimburse you all payments received from you (less any material costs the University has incurred<sup>1</sup>).

Please refer to the University's fee payment and refund policies in the Student Handbook.

After the 14-day cancellation period you may terminate your contract at any time by contacting the University's Registry ([registry@rau.ac.uk](mailto:registry@rau.ac.uk)) and completing the appropriate withdrawal form. Depending on the timing of your withdrawal there may be financial consequences. Please refer to the University's fee payment and refund policies in the Student Handbook.

## **University Regulations and Policies**

By accepting your offer, you agree to comply with the University's Academic Regulations and Policies.

By accepting your offer, you agree that the University may take disciplinary action against you for breach of its Regulations and Policies. Such action would take place under the applicable procedure and could result in sanctions against you including costs for damages, suspension or expulsion (i.e., termination of your contract with the University; see below).

## **YOUR RESPONSIBILITIES**

In particular, and without limiting your obligation to comply with all parts of your contract, it is your responsibility:

- a) to act as a responsible member of the University's community (students and staff) and treat other members of the community and the public with courtesy and respect;
- b) to progress your own academic studies, by submitting work when required to do so, meeting University deadlines and attending residential elements of your course or virtually attending course online teaching and learning events;
- c) to follow good academic practice, following the University's policies on plagiarism. More information is available in the University's Academic Regulations;
- d) to ensure your fees and other charges are paid when they are due (please note that you are ultimately responsible for any non-payment, even if your fees are being paid by someone else);
- e) if necessary, to obtain an appropriate visa and abide by any immigration conditions set. Ensure you adhere to immigration regulations and your responsibilities as a short-term study student as per the conditions attached to your visa. Failure to do so may result in the University withdrawing its sponsorship, your visa being revoked and termination of your study. Support and information are available from the Admissions Office (admissions@rau.ac.uk);
- f) to accurately maintain your personal data, including addresses and phone numbers, on the Student Portal (accessible to you once registered).

Further details of the expectations of you, as a student of the University, are detailed in the University's Student Conduct Policy.

### **Intellectual Property**

The University's position regarding ownership of Intellectual Property in students' work is set out in the University's "Intellectual Property, Confidential Information, and Commercialisation Policy" in the Student Handbook.

### **Professional Requirements**

- a) If your programme leads to a professional qualification or accreditation you may also be subject to regulations relating to your conduct required by the relevant professional regulatory body. If you fail to meet these requirements, you may be unable to continue your programme.
- b) More detail is available from your department and will be set out in your Programme Specification and/or Module Handbooks.

### **Fees and Payment**

- a) Details of the tuition fees charges you will have to pay to the University, the University's debt collection policy and other related finance policies are set out on the University's website at Undergraduate fees and Postgraduate fees.
- b) You are responsible for the payment of all fees and charges for the duration of your course at the rates set by the University annually.
- c) Tuition fees may increase annually. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of delivering the programme, and changes in government funding. The fees that you will need to pay in any one academic year will be published before the first application deadline for the programme concerned. Normally this will be by September of the previous year.
- d) Additional programme costs (e.g. the cost of materials or attendance of residential elements) will be published in your Programme Specification and/or the Prospectus at the start of the year, where they are known to us. As these items are generally provided through third party organisations the costs may also be subject to change and we will inform you as soon as we are aware of any changes.
- e) If your fees are being paid through a government loan system, we will arrange payment directly with the appropriate agency. If you are paying your fees directly, your fees will be due on or before the start of the academic year. If you are a UK student you can choose to pay your fees for the year in two equal instalments, on 26 September and 1 February, or alternatively in eight equal monthly instalments, starting on 26 September.

- f) The University has the right to suspend your access to University facilities and course content in the event of tuition fee debt until the debt is settled.
- g) The University has the right to prevent students who are in tuition fee debt from re-enrolling for subsequent years of their course.
- h) Final year students who have tuition fee debt will not be able to attend graduation and their award certificate will be withheld until the debt is cleared.
- i) If you are a financially sponsored student (i.e. a third party such as the Student Loans Company or an organisation pays, or has agreed to pay, your fees and/or additional charges OR if a family member or private individual pays your tuition fees) you confirm that should your financial sponsor default on payment you will become liable for the payment of your fees.
- j) Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of your student contract. Any sanctions will be applied in accordance with the University's Student Debt Policy.

### **IT Requirements for online study on Distance Learning programmes**

All students on Distance Learning programmes must ensure that:

- i. they meet the required minimum computer hardware and software requirements to study on their course. The requirements are set out in the document "Distance Learning Programmes – IT requirements" which can be found on the Student Handbook.
- ii. they make their own arrangements for IT support to resolve technical failures relating to their Internet Service Provider, firewall protection and their computer hardware and software as the University can only answer queries or provide support for University-owned equipment;
- iii. they conform to the schedule for the programme delivery and assessment, monitor the receipt of materials and alert the University if materials are corrupted or fail to arrive;
- iv. they engage with the learning materials and mode of delivery;
- v. they are familiar with basic terms and descriptions used in computing so that they can follow instructions about how to use their computers to study and communicate
- vi. they take responsibility for developing their IT skills, where appropriate
- vii. they agree to abide by the IT Acceptable Use Policy and any additions or amendments as are issued from time to time by the University.

### **THE UNIVERSITY'S RESPONSIBILITIES**

#### **Module choices and placements**

- a) The University takes great care in the design of its programmes. However, we cannot guarantee that all options will be available to all students. Some modules depend on resource levels and some have a limited number of places. Similarly, it may not be possible to run certain modules if insufficient numbers of students have chosen that option.
- b) Where a placement is integral to a programme the University will provide support to students in securing such a placement along with ongoing support through the placement period. The University is not liable for any failure to find a placement or for any failure of placement providers to provide a suitable placement, or for any termination of a contract due to disciplinary procedures at the placement provider. However, the University will try to find an alternative to a placement where this is necessary.
- c) In each case, arranging travel to and from the placement is the responsibility of the student, as are any additional costs for accommodation and living expenses.

#### **Changes to programmes**

- a) The University will normally deliver your programme in accordance with the description set out in the Programme Specification. However, there may be situations in which it is advantageous to students, or necessary for the University, to make changes to your programme.

- b) The University will not make fundamental changes (for example, a change to the title, award or accreditation, substantial change in core content, or the introduction of a higher pass mark) once you have started your programme, unless you agree to such changes.
- c) The University may make changes (for example, in response to student feedback, recent developments in the subject, developments in teaching or assessment practice, requirements of external accreditation bodies, changes in staffing, availability of facilities). Such changes will take account of students' reasonable expectations.
- d) Certain modules cannot be guaranteed in advance. This might be where a programme or module requires a minimum number of students or a placement at another institution. Where possible, we will tell you when your module choice is not guaranteed; if we need to withdraw a module and you are affected, we will contact you as soon as possible to discuss your options.

### **Information Technology Services (ITS)**

The University, through ITS services, will have the responsibility for software for which it holds licenses, to ensure that:

- a) The delivery system used within its remit is tested, and that contingency plans would come into operation in the event of the system/network failing;
- b) The ITS provide support as a minimum within normal working hours (Monday-Friday, 9-5)

### **Changes to other parts of your contract**

- a) The University may amend or update its Regulations and its Policies at any time.
- b) The University will endeavour to make changes that are of benefit to students and the wider University community.
- c) Where changes are minor we will notify you as they arise; where the changes are fundamental, we will consult with you before we make the changes.

### **Liability**

#### a) What we are responsible to you for

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

#### b) What we are not responsible to you for

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

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

#### c) We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which we are not permitted to exclude or limit our liability by law.

#### d) Events outside our control

- i. power failure;
- ii. acts of God;
- iii. fire or flood;
- iv. acts of terrorism, war or national emergency;
- v. damage to buildings or equipment;

- vi. the acts of any governmental or local authority;
- vii. industrial action by University staff and/or third parties;
- viii. unpredictable departure or absence of key members of University staff; or
- ix. where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
- x. a serious disease outbreak or a pandemic

In these circumstances, the University will take all reasonable steps to minimise the disruption to those services and to affected students, by, e.g. offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

In exceptional circumstances where the University is forced to close a course without providing the remainder of the course to current students e.g. 'teaching out' a course, the provisions in the University's Student Protection Plan will apply.

## **Communication**

a) Once registered as a student the University will normally contact you by email using your University email address or by means of messages on the Student Portal and you should therefore check both on a regular (at least daily) basis.

## **Complaints**

a) Once you have registered as a student you are entitled to raise any concerns with any aspect of the University's service by means of the Student Complaints Procedure. Advice and guidance on the Complaints Procedure is available from the Registry Team (Registry@rau.ac.uk) or from the Student Union (general.manager@rausu.co.uk).

b) If things go wrong, we will attempt to resolve the issue with you first via our internal processes, and we ask that you do the same. If we cannot resolve your issue, you will normally have the right to a review by the Office of the Independent Adjudicator, which can be contacted via [www.oiahe.org.uk](http://www.oiahe.org.uk).

## **How we can end the Contract**

a) Your contract with the University will expire when you complete your programme and all fees have been paid, unless it is terminated beforehand (see points b) to c) below).

b) The University may terminate your contract if you commit a material breach of any of its terms (including those in this document, the applicable Programme Specification or Module Handbooks and the University's Regulations and Policies).

c) In particular, the University may terminate your contract:

- i. if you have provided false, inaccurate or misleading information in your application to the University;
- ii. if you no longer meet immigration or other regulatory requirements;
- iii. if you acquire a relevant criminal conviction;
- iv. if you fail to register (or re-enrol in subsequent year) or to meet attendance requirements; or
- v. if you fail a mandatory assessment where there is no opportunity to retake; or
- vi. if you fail to pay your tuition fees by the required deadline.

## **Data Collection and Data Processing**

How we collect student data and process is outlined in the University's Privacy Notice for Applicants and Registered Students which you can find at: [www.rau.ac.uk/privacy-notices](http://www.rau.ac.uk/privacy-notices).

## **Complaints Procedure**

The University's complaints procedure is explained in the Student Handbook. Formal student complaints should be made initially to the Academic Registrar. There is a subsequent right to complain to the Office of the Independent Adjudicator for Higher Education.

## **General**

- a. The Contract between you and the University is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- b. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

## **Agreement**

- a) I have read and understood this document and the associated documents.
- b) I declare that the information provided by me in my application is to the best of my knowledge true and complete.
- c) I understand that by accepting an offer of a place I am agreeing to abide by the terms and conditions of that offer and the rules and regulations of the University as outlined in this document, the associated documents and in my offer letter.
- d) I understand that the University may make changes to individual programmes, University Regulations or Policies from time to time, as outlined above, and I agree to accept those changes.
- e) I agree that the University may take disciplinary action against me for breach of its Regulations and Policies or other action in accordance with its Policies. Such action would take place under the applicable procedure and may result in sanctions against me including charges for damages, suspension or expulsion (i.e. termination of my contract with the University).

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<sup>i</sup> International applicants are advised to refer to their offer letter and the University's refund policy for details of material costs.