

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

### **Terms and Conditions: RAU-QAU Joint Institute 2022-23**

#### **About us**

This document 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) the terms in this document
- b) the Programme Specifications for your chosen programme
- c) the University's Regulations and Policies

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. 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.)

#### **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, please contact [Global.Registry@rau.ac.uk](mailto:Global.Registry@rau.ac.uk).

#### **University Regulations and Policies**

By accepting the terms in this document, you agree to comply with the University's Academic Regulations and Policies (<https://www.rau.ac.uk/university-life/support-and-wellbeing/student-handbook>).

By registering with the University, 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 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 your 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 accurately maintain your personal data, including email addresses and phone numbers, on the Student Portal (accessible to you once registered).

## **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.

## **THE UNIVERSITY'S RESPONSIBILITIES**

### **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.

### **Digital Operations**

The University, through the Digital Operations team, 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 Digital Operations Team provide support as a minimum within normal working hours (Monday-Friday, 8.30am-5.30pm UK Time excluding public holidays)  
([IT.Service.Desk@rau.ac.uk](mailto:IT.Service.Desk@rau.ac.uk))

### **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.

### **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 ([Global.Registry@rau.ac.uk](mailto:Global.Registry@rau.ac.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, 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 and the University's Regulations and Policies).

b) 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 acquire a relevant criminal conviction;
- iii. if you fail to register (or re-enrol in subsequent year) or to meet attendance requirements; or
- iv. if you fail a mandatory assessment where there is no opportunity to retake

### **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-notice](http://www.rau.ac.uk/privacy-notice).

### **Complaints Procedure**

The University's complaints procedure is explained on the International Gateway. Formal student complaints should be made initially to the Director of Academic Services, email: [student.complaints@rau.ac.uk](mailto:student.complaints@rau.ac.uk). 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.

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 I am agreeing to abide by the terms and conditions of this document and the rules and regulations of the University as outlined in this document and the associated documents.

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, suspension or expulsion (i.e. termination of my contract with the University).