Lancaster University Student Contract for new and continuing students registering in 2023-24

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Contract Terms

1. Definitions:

University/we/us/our:	means Lancaster University.
You:	means you, the student, as potential applicant, applicant, pre-registered and registered student. Students include University undergraduate students, postgraduate taught students and postgraduate research students. References to "your" will be interpreted accordingly.
Programme:	means your course of study or research.
Year of entry:	means the academic year in which you register or re-register on to your programme of study, starting from the 1 August of the relevant year.
Contract Terms:	means the following, together: a. the terms and conditions set out in this document headed Lancaster University Student Contract for new and continuing students registering in 2023-24 (the "Student Contract"); b. the terms of your student offer and other relevant course information provided to you; c. the University's Regulations, guidelines, rules, codes of practice, policies and procedures, and other documents found at https://www.lancaster.ac.uk/study/important-information/terms-and-conditions-for-students/.

2. The Contract Terms establish a single legally binding agreement between you and the University at the time you accept the offer to study on the applicable Programme at the University (subject to the conditions in such offer being met). Pending any such acceptance you will be deemed to have accepted the Contract Terms in full, and be liable to paversity's facilities and services.

3. The Contract Terms are published at https://www.lancaster.ac.uk/study/important-information/terms-and-conditions-for-students/ (other than the terms of the student offer). The content of the Student Contract applies in priority to other Contract Terms.

4. You should ensure that you read all the Contract Terms and course information provided to you or otherwise made available to you, including the Programme Handbook and the detailed requirements of the Programme. In particular, you should read this document (Student Contract) carefully prior to accepting an offer of a place

at the University. If you first register as a student in academic year 2023-24, you will be subject to these Contract Terms for the full duration of your programme, subject to periodic updates to policies and regulations communicated to you in line with clause 56. If you are a continuing student who first registered as a student prior to academic year 2023-24, these Contract Terms will now apply for the remainder of your time as a registered student of the University and you will no longer be required to re-contract with the University annually as part of registration.

5. You will re-register as a student of the University at the beginning of each academic year and will be subject to these Contract Terms even if you spend some time studying or working away from the University as part of your programme.

6. You must comply with the University's Regulations, guidelines, rules, codes of practice, policies and procedures and all other Contract Terms.

7. The Contract Terms and any dispute arising from them (including non-contractual disputes) shall be governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

8. You should note that Lancaster University is fully committed to and has a legal obligation to comply with financial sanctions enforced by the UK government. As such, you acknowledge financial transactions with countries, business entities or individuals that are subject to sanctions will be subject to additional checks by the University before any formal agreement can be signed or agreed verbally creating an obligation to pay or receive funds. You should also note that the University reserves the right, under the direction of its banking partners, to carry out a risk assessment prior to entering into relationships with business entities or individuals based in the countries listed as 'Higher Risk' (see the guidance on the Government's website on Money Laundering Advisory Notice: High Risk Third Countries) or that are subject to economic or political uncertainty, and in the event this may relate to you, you consent to this.

Admissions

9. Your eligibility to register with, and become a student of, the University will be governed by the University's Admissions Policy. The University's Admissions Policy states the University's policy on undergraduate and postgraduate admissions to full-time and part-time degree programmes, including routes for feedback and complaints, and is available to view on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal.

10. The University has a specific policy and procedure for students under the age of 18 at the date of their registration with the University. More information is available on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge ASK) portal.

11. Key information for undergraduate applicants and offer holders is set out on the University's Undergraduate Admissions webpage at https://www.lancaster.ac.uk/study/undergraduate/after-you-apply/.

12. Key information for postgraduate applicants and offer holders is set out on the University's Postgraduate Admissions webpage at https://www.lancaster.ac.uk/study/postgraduate/after-you-apply/. For postgraduate offer holders, any additional information specific to individual postgraduate programmes will be indicated in your offer letter.

13. Deposits are levied for certain postgraduate programmes and/or categories of student. In order to accept an offer of study on a programme which requires a deposit to be paid, you must pay in full the sum stated in the offer. Any deposit will be credited to your fee account at the University and will be deducted from the total fee payable at registration. Interest is not paid. If we do not receive a valid payment to the value in pound sterling (GBP) stated in the offer by the date indicated, we will not be able to guarantee you a place on your chosen programme of study. Information on the payment of deposits and deposit refunds can be found at https://www.lancaster.ac.uk/study/fees-and-funding/deposits-payments-and-refunds/.

14. A non-refundable application fee is required for certain postgraduate programmes. In order to make an application to study on a programme which requires an application fee to be paid, you must pay in full the sum stated on the application portal at the point of submission. Your application will not be considered if we do not receive a valid payment to the value in pound sterling (GBP) stated on the application portal.

15. If your offer is conditional on you meeting entry requirements or obtaining satisfactory approvals, e.g. Disclosure and Barring Service (DBS) check, the University will decide if any information revealed is unacceptable or incompatible with a place on the programme. You will be informed and will be notified if your offer is withdrawn and the agreement between you and the University will terminate.

16. At the point of registration, you (or a nominated third party acting on your behalf) become responsible for paying tuition fees.

17. All undergraduate applicants holding firm or insurance offers from the University for study at the Bailrigg campus will receive information from the University's Accommodation Office outlining their options and the next steps that need to be taken in applying for accommodation. Information will be sent to postgraduate offer holders automatically after they accept an offer of study. This does not apply if:
    a. accepted onto a distance-learning or part-time programme;
    b. their offer states that they will be studying away from the University.

    As highlighted in section 47, accommodation is offered under a separate agreement to the Contract Terms.

18. Offers of a place on a course may contain condition(s) of entry. Any condition(s) of entry to the University included in an offer shall be valid for the academic year of entry you have applied for. Should an offer be deferred beyond that academic year, such condition(s) may be subject to reasonable changes as determined by the University. Any such changes will be communicated to you at the point your deferral request is accepted**.**

19. As part of your programme you may study as part of your degree away from Lancaster University at approved exchange partners of the University or one of the University's overseas campuses. The University's rules and regulations relating to the academic standards, monitoring, progression and assessment of your award, which also includes interruption, withdrawal, complaints and appeals, will apply even when you are studying in another location. You will therefore have to continue to engage with the University in accordance with the University's required processes and procedures whilst you are studying away from the University. You may also have to agree to terms and conditions of the other party which will also be applicable to you whilst you are at that location, for example, the terms and conditions of a visiting student. Further information regarding overseas study placements, including the application process and fees, can be found on the 'Study Abroad' section of the University's Advice, Support and Knowledge (ASK) portal.

Right to withdraw

20. You have a 14-day statutory cancellation period during which you can change your mind about accepting an offer to study at the University. Even after this period you can withdraw your acceptance of an offer at any time without incurring any fees to the University, although the University may retain any deposit you have paid.

21. If you are a new student and you registered online or remotely, there is a 14-day statutory cancellation period. In the two weeks from the date you register online you can change your mind about coming to study at the University. If you cancel your place within this cancellation period, you (or your sponsor) will receive a refund of any tuition fees paid to the University less any non-refundable deposit you have paid. To cancel your place, you must notify the University in writing.

22. For new students who register in person, there is no statutory cancellation period, although the 14-day 'cooling-off' or cancellation period will still apply to students who register within 14 days of accepting their offer. However, should you change your mind about studying at the University up to and including Friday of week one of the first academic term of the first academic year of your course, you (or your sponsor) will not be charged tuition fees and the University will refund any tuition fees paid less any non-refundable deposit you have paid.

23. Full details of the charges made for withdrawal thereafter are detailed in the Undergraduate and Postgraduate withdrawal and tuition fee policies that form part of

the Contract Terms. If you are considering withdrawing, you are strongly encouraged to discuss the implications in advance with relevant University staff in Student and Education Services, and with anybody paying fees on your behalf (e.g. sponsor/employer/funding body), since such decisions may have significant financial implications. You will remain responsible for any accommodation or other payments due to the University.

24. Tuition fee deposits are not normally refundable. The University's policy on deposit payments and refunds can be found at: https://www.lancaster.ac.uk/study/fees-and-funding/deposits-payments-and-refunds/.

Fees and Fee Setting (including refunds)

25. Every student becomes liable for the full sessional fee on registration, and payment must be made according to the terms specified on the invoice that is provided or made available to each student. The University may refuse to register a student who, on request before or at the time of registration, is unable to show that they have, or may reasonably expect the means, to pay his or her fees and meet other financial commitments whilst a student. The University's requirements on the payment of fees can be found in the Manual of Academic Regulations and Procedures (MARP) on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal.

26. If you do not pay your tuition fees in full or on time, you may not be allowed to progress on your programme or you may be excluded from the University. The University may also take legal action against you to recover any unpaid fees. If you do not pay any other (non-tuition) fees or other sums you owe, the University may take action to recover those sums and/or apply appropriate sanctions.

27. Where a tuition fee is being paid by a sponsor, the University will continue to chase the sponsor for payment up to Stage One of the University's debt management procedures (delayed by 1 - 45 days), after which the liability will revert to the student and payment will become your responsibility. The University's debt management procedures and penalties for non-payment of tuition fees are set out on the 'money policies' section of the University's Advice, Support and Knowledge (ASK) portal.

28. The fees for the first year of your course for your year of entry and any other costs associated with the course are set out on the course fees pages of the University's website. The University will not increase the tuition fee you are charged during the course of an academic year. Details of fees in subsequent years of study, including indicative levels of increase and the rationale for these, are available in the Fees and Funding pages of the University's website.

29. Tuition fees do not include any charges for accommodation, catering, examination re-sits, extensions to the designated period of study, travelling expenses and requirements which may be related to your programme of study (e.g. the cost of field

trips). Charges related to your programme of study are detailed on the course programme pages and your Programme Handbook.

30. Information on tuition fees and other relevant charges, including how they may increase and how they should be paid, is set out in the 'Tuition Fees Guide' on the University's Advice, Support and Knowledge (ASK) portal.

- More detailed information on undergraduate and postgraduate tuition fees is set out in the 'Tuition Fees Guide' on the University's Advice, Support and Knowledge (ASK) portal.
- The Undergraduate Withdrawal and Tuition Fee Policy is available on the 'Money Policies' section of the University's Advice, Support and Knowledge (ASK) portal.
- The Postgraduate Withdrawal and Tuition Fee Policy is available on the 'Money Policies' section of the University's Advice, Support and Knowledge (ASK) portal.
- The Refund and Reimbursement Policy (non-continuation of course by the University) is available on the 'Money Policies' section of the University's Advice, Support and Knowledge (ASK) portal.

Academic Regulations and Procedures

31. Your rights and obligations with respect to academic matters can be found in the Manual of Academic Regulations and Procedures (MARP) on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal. Academic regulations ensure that all students are treated in a fair way. They describe the academic conduct expected of the University's students and staff, and include the University's policies, regulations, and procedures which govern its academic provision, and includes information on attendance, assessment, academic malpractice (such as cheating, collusion and plagiarism) and academic appeals. The academic quality management framework described in the MARP and the regulations and procedures contained or referenced in it apply to all categories of students, all academic programmes, and all types of award except where special regulations have been approved through the appropriate channels for specific types of provision, programmes, awards or for specific groups of students.

32. If you do not meet the requirements of the regulations set out in the MARP, you may not be allowed to progress to the next stage of your programme or you may be required to repeat assessments for elements of your programme. In the most serious of cases you may be excluded from the University and you may not receive the qualification for which you are studying.

33. If you breach the regulations set out in the MARP, you may be subject to academic discipline processes (e.g. in relation to plagiarism, cheating in examinations). In such cases the sanctions can range from reductions in your marks, to a requirement to repeat assessments and, depending on the seriousness of the misconduct, this may lead to your exclusion from the University, in which case you may not complete the course or receive the award for which you have registered.

Academic Appeals Procedure

34. The University's regulations and procedures in relation to academic appeals are available in the Manual of Academic Regulations and Procedures (MARP). Detailed guidance for students on how to complete the academic appeal procedure can be found on the 'Student Complaints and Appeals' section of the University's Advice, Support and Knowledge (ASK) portal.

Changes to Programmes and Modules

35. The University may make changes to programmes or modules, but only in certain circumstances including taking account of the impact of any change on the students affected and consulting with them on major changes. Guidance on the definitions and processes associated with minor and major revisions to programmes and modules is available at https://www.lancaster.ac.uk/academic-standards-and-quality/programme-design-and-approval/.

36. There may be times when timetabled teaching is delayed or cancelled for reasonably unavoidable reasons (for example, staff illness or other unavailability, power loss, IT equipment failure, health & safety concerns, security concerns, severe weather conditions, unexpected maintenance/repair requirements, circumstances covered by section 43.c (Force Majeure Events) or similar). As such, the University reserves the right to reschedule or, if it proves necessary, cancel timetabled teaching; however, the University will take reasonable steps to minimise such delays or cancellations. Any changes or cancellations will normally be communicated to you by email as soon as they are known about, however, there may be occasions when teaching is cancelled on the day of delivery. Where scheduled teaching is rescheduled or cancelled, suitable alternative arrangements will ordinarily be put in place. In the event that the scheduled teaching is cancelled altogether and it has not proved possible to make arrangements for alternative provision, the content will not be included in summative assessments.

Student Discipline Regulations

37. All students, which for the purpose of the Student Discipline Regulations may include those who have accepted an offer to study at the University, even where they have not yet completed registration and/or commenced studies, are required to act within the Student Discipline Regulations of the University which are subject to UK laws but take precedence over any other University code of practice or rules. The expectation of the University is that all students conduct themselves appropriately and in accordance with all relevant regulations and policies, including the University's Student Sexual Misconduct Policy, which can be viewed on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal. However, where a student does not, the University may consider this as a breach of

the Student Discipline Regulations or a breach of related regulations concerning the use of the Library and computing services facilities. A range of sanctions from summary fines, suspension of studies (intercalation) up to and including exclusion from the University in the most serious of matters. If you are excluded you may not receive the award for which you have registered. The Student Discipline Regulations can be viewed on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge portal.

Complaints

38. Applicants have the right to complain if they believe that the admissions process has not met the appropriate standard or if they believe that a procedural irregularity has affected the outcome of their application. Full details of the complaints process can be found in the University's Admissions Policy on the 'Policies and Regulations' section of the University's Advice, Support and Knowledge (ASK) portal.

39. Registered students can access the complaints procedure on the 'Student Complaints and Appeals' section of the University's Advice, Support and Knowledge (ASK) portal.

Academic Freedom and Freedom of Speech

40. At registration, all students must confirm that they have read and noted the University's Values documented in the University's Strategy, and other related documents including the Dignity in Student Life Policy and the Code of Practice on Freedom of Speech. The Dignity in Student Life Policy can be viewed on the 'policies and regulations' section of the University's Advice, Support and Knowledge (ASK) portal, and the Code of Practice on Freedom of Speech can be viewed on the 'codes of practice and conduct' section of the University's Advice, Support and Knowledge (ASK) portal.

41. In particular, you must confirm your awareness of i) the fact that the University is an inclusive community of communities, where people are to be treated with dignity and respect and where no one is disadvantaged because of who they are; ii) the expectation that you will treat others fairly, display courtesy and respect in all interactions, value differences in others and the contribution they make, and work and study within the University on a co-operative basis; and, iii) that the University is committed to academic freedom and free speech within the law and that valuing diversity of thought, belief and background is fundamental to the collective intellectual development of our academic community.

42. In addition, you should note that you will be asked to complete a number of short compulsory training modules relevant to the University's Values, in particular the University's expectations around the respect for and treatment of others. You must confirm at registration that you understand that if you do not complete these training modules, you may be subject to sanctions as outlined in the Student Discipline Regulations (see clause 7.5.15) and in the event that you are subject to a disciplinary

sanction for a relevant offence, the determination of any sanction imposed may take into account completion/non-completion of these modules.

Code of Conduct on Protests

43. The Code of Conduct on Protests sets out the University's approach to accommodating protest and/or demonstrations and identifies matters which must be considered when a protest is being arranged. The code, which may be subject to periodic updates, can be viewed on the 'codes of practice and conduct' section of the University's Advice, Support and Knowledge (ASK) portal.

Duty of Care

44. It is important that you note the extent, and also the limits, of the University's duty of care in relation to students' health and well-being. The University has a duty of care to its students, which is enshrined in Health and Safety and Equality legislation. However, universities are not expected to develop or deliver bespoke physical health or mental health treatment services as they are not statutory health bodies and do not have the competence to deal with the most serious cases. Nevertheless, Lancaster University provides a range of mental health and wellbeing support services to its students from a number of different sources. These can be viewed on the 'wellbeing' section of the University's Advice, Support and Knowledge (ASK) portal, however, it is important you note that, in the most serious cases, these services will refer students to the statutory health bodies with the competence and expertise to deal with such matters.

Lancaster University Students' Union

45. All students become members of Lancaster University Students' Union by default at registration. Students may choose to opt out of membership by writing to the Director of Strategic Planning and Deputy Secretary, Simon Jennings, at s.jennings2@lancaster.ac.uk. Information on students' rights to opt out can be found at https://www.lancaster.ac.uk/welcome/support-for-students/your-right-to-opt-out/.

46. The University has developed a code of practice with Lancaster University's Students' Union, which can be viewed on the 'codes of practice and conduct' section of the University's Advice, Support and Knowledge (ASK) portal. The Code of Practice sits alongside the Students' Union Articles of Association and complements the Students' Charter. The Students' Union Articles of Association can be viewed on the Students' Union's website.

Other contracts

47. Your rights and obligations with regard to University services can be found on the relevant services' webpages. These will be subject to separate agreements. In particular please note the user arrangements for the following key services:

    a. Accommodation: https://www.lancaster.ac.uk/accommodation/terms-and-conditions/;
    b. Catering contracts: https://portal.lancaster.ac.uk/ask/freedom-card/;
    c. Pre-school Centre: https://www.lancaster.ac.uk/pre-school/about-us/useful-information/terms--conditions/;
    d. Sports Centre Membership: https://www.lancaster.ac.uk/media/lancaster-university/content-assets/documents/sports/MembershipTCs2020.pdf.

Personal Light Electric Vehicles

48. Under the UK Road Traffic Act, privately owned electric scooters and electric skateboards are illegal to use on UK highways. This includes public roads, pavements and cycle paths. To maximise road safety and legal compliance, the use of electric scooters and electric skateboards is not permitted on campus. This applies whether on campus roads, cycle paths, footpaths or other pedestrian areas.

Visas and immigration

49. If you are a national of a country that is or becomes subject to UK immigration control, you will need to evidence at the point of registration and whenever requested by the University during your programme that:

    a. you have a valid immigration status which permits you to undertake and continue your proposed programme at the University; and
    b. you have clearance under the Academic Technology Approval Scheme (ATAS) if this is required for your particular programme at the University. The government's guidance can be found at https://www.gov.uk/guidance/academic-technology-approval-scheme.

    To apply for a Student visa, the University must sponsor you, and you cannot use an existing Student visa issued for another institution. You will be responsible for ensuring that you comply with the terms of your Student visa whilst studying at the University, including requirements for attendance. If you choose to take up paid employment on a part-time basis, you must ensure that such work does not exceed the amount allowed by law. More information about applying for Student visas and Short Term Study visas, and your responsibilities as a visa holder can be found on the 'visas and immigration' section of the University's Advice, Support and Knowledge (ASK) portal.

Delivery, changes and disclaimer

50. The University undertakes forward planning and, ordinarily, where a decision is taken to cease providing a course or module, or to withdraw from provision at a particular location, registered students currently on course will be taught to the conclusion of their studies and/or consulted on the change. Other circumstances outside the control of the University that may impact on your programme of study may include but not be limited to a key member of staff leaving the University or being unable to supervise or teach, where the module content relies on their area of expertise; or where a module does not meet the minimum number of students needed to ensure a good quality educational experience. The Office for Students requires the University to publish an approved Student Protection Plan, which sets out the University's assessment of, and mitigation for, the risks which could affect the continuation of study for the University's students. You can find Lancaster University's current approved plan on the 'policies and regulations' section of the University's Advice, Support and Knowledge (ASK) portal.

Liability

51. APPLICANTS' AND REGISTERING STUDENTS' ATTENTION IS SPECIFICALLY DRAWN TO THIS SECTION:

    a. Nothing in the Contract Terms is intended or shall operate to exclude or limit the University's liability for:
        i. fraud or fraudulent misrepresentation;
        ii. death or personal injury caused by negligence of the University or its employees; or
        iii. your statutory rights as a consumer.

        For more details of your statutory consumer rights please refer to your local Citizen's Advice Bureau or Trading Standards Office.

    b. The University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services. However, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to (or theft of) your personal property (including computer equipment and software). In light of this you are advised to insure your property against theft and other risks. The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

    c. The University shall not be liable for any delay or failure to perform any obligations under the Contract Terms where such delay or failure is caused, contributed to or made worse by any act, circumstance or event beyond the University's reasonable control. This may include but is not limited to events

such as acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees typically where the University does not have reasonable control, for example, in a General Strike concerning the state pension), fire or flood caused by something other than the University's negligence, storm, a new pandemic or other epidemic or a change or adverse development in an existing pandemic or other epidemic, a new law or Government restriction or a change in an existing law or Government restriction and national emergencies (these are collectively known as "Force Majeure Events"). However, should the University be subject to a Force Majeure Event, it will take reasonable steps to minimise the disruption to your studies.

d. The University shall not be liable for any proportion(s) of any loss or other liability caused, contributed to or made worse by any person or entity that is not the University, a sub-contractor of the University or their respective employees or representatives.

e. The University and you will cooperate and act in good faith in notifying and seeking to discuss and resolve disputes in a time and cost-efficient manner.

Intellectual Property rights

52. As a general principle, the University recognises that each student is the owner of the intellectual property s/he/they creates in the course of his/her/their studies, however, this is subject to exceptions. Please see the Intellectual Property Regulations for Students on the 'policies and regulations' section of the University's Advice, Support and Knowledge (ASK) portal for more details.

Data Protection

53. The Student Privacy Notice provides information on how the University complies with the General Data Protection Regulations. The Privacy Notice details the legal bases for the processing of your personal data, the categories of personal data held, the purposes for which such data is held, the safeguards in place to secure your personal data, organisations to whom the University may disclose your personal data, and students' rights and responsibilities in relation to their personal data. Further details can be found in the University' Student Privacy Notice on the 'Data Protection and GDPR' section of the University's Advice, Support and Knowledge (ASK) portal.

54. The University uses third-party organisations to provide some of its information systems services for students. In some cases, this may involve sharing the minimum required personal data with these third parties to enable their provision of service to students.

Consumer rights

55. Further guidance on your consumer rights as a student are on the Students' Consumer Rights page at https://www.lancaster.ac.uk/study/undergraduate/admissions/terms-and-conditions-for-students/students-consumer-rights/.

Our right to make changes to our regulations and policies

56. The University may need or wish to make changes to the regulations and/or policies linked to from this contract for a number of reasons. We will ensure that any important changes to such documents are notified to students. You agree that we can make changes:
    - if those changes are reasonable and will help the University to maintain or improve good governance, good order or efficient operations (for example, if we have to make changes for health and safety or security reasons or with respect to new or unforeseen challenges);
    - to comply with the requirements of law or a governmental authority, regulator or accrediting body; or
    - if the change is agreed to be in the interests of the student body generally following consultation with student representatives.

How the agreement under the Contract Terms may end

57. The University may terminate your agreement under the Contract Terms if:

    a. You do not meet, or cease to meet, any condition(s) of the offer to study at the University;

    b. You do not register with the University in accordance with the Contract Terms;

    c. You require a visa to enable you to be in the UK to study, but you are not in possession of the required or correct visa or immigration permission to study on your course at the University, or you fail to meet the requirements of your visa;

    d. The University has reason to believe that you have not supplied accurate and complete information and/or have supplied false or misleading information relating to your application to the University or relevant changes in your circumstances (i.e. criminal convictions);

    e. Your academic performance is not satisfactory as specified in the relevant section of the Manual of Academic Regulations and Procedures after the University has complied with its procedure around unsatisfactory performance (see: https://portal.lancaster.ac.uk/ask/marp/);

f. You are excluded from the University for breach of the academic or non-academic disciplinary regulations, or in relation to Fitness to Practise, Fitness to Study, attendance after the University has complied with the relevant exclusion procedure as set out in the policies referenced in section 1c;

g. You do not pay your tuition fees in accordance with the invoice sent to you and such fees remain overdue at least 30 days after first written notice of the fees being overdue;

h. You materially breach the Contract Terms concerning any matter not covered above in section 49 and do not remedy such breach (where remediable) within 30 days of first written request from the University; or

i. Any combination of the above applies.

A decision requiring you to leave the University will only be taken in accordance with the relevant procedure and subject to a right of appeal.

Notices and communication

58. Any notice or other information that is required to be given by either the University or you relating to the contract between the University and yourself must be in writing and may be given by hand or sent by post or email. You will be responsible for informing the University of any change in your contact details.

- The University's address is: Lancaster University, University House, Bailrigg, Lancaster LA1 4YW.
- The telephone number for Lancaster University is +44 (0)1524 65201.

Regulation of University Activities

59. The University is regulated by the Office for Students (https://www.officeforstudents.org.uk/) and is also required to comply with quality standards established by the Quality Assurance Agency (www.qaa.ac.uk/quality-code). Under the Higher Education and Research Act (HERA) 2017, the University is required to be a member of the Office of the Independent Adjudicator (OIA), the independent student complaints scheme for higher education (https://www.oiahe.org.uk/).

General

60. The University and you will act in good faith and fully co-operate to apply (and act in accordance with) the Contract Terms.

61. The Contract Terms contain the entire agreement, arrangement, understanding and commitment between the University and you concerning the subject matter of the

Contract Terms, and override and replace any previous statements, terms and conditions concerning the same subject matter. This applies subject to section 43.a.

62. If any content of the Contract Terms is or becomes invalid or unenforceable for any reason: (i) that content shall be deemed changed (or, as a last resort, deleted) to the minimum extent necessary so that it becomes and remains valid and enforceable; and (ii) in any event the validity or enforceability of the other aspects of the Contract Terms shall not be adversely affected.

63. You or the University will be treated as giving up a right or claim only if such giving up is done or confirmed expressly in writing. A delay in enforcing a right or granting extra time to comply shall not be treated as giving up a right or a claim unless and until confirmed as such expressly in writing.

64. The Contract Terms shall only be enforceable by the University and you. No other person, organisation or entity has any rights to enforce any of the Contract Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

65. You can only assign or transfer rights and/or obligations under the Contract Terms to a person, organisation or entity that is not a party to the Contract Terms with the express prior written consent of the University.

66. Your rights or claims (and the University's rights and claims) under the Contract Terms will apply without reducing or harming the meaning or application of any other right or claim of that party under the Contract Terms.

67. References to "shall" and "will" have the same meaning and effect as the expression "must".

68. A reference to any legislation includes: (i) all applicable subordinate legislation, and (ii) all applicable amendments, restatements and re-enactments from time to time.