

Harper & Keele

VETERINARY SCHOOL

Student Terms and Conditions

Introduction

These Terms and Conditions form part of the Contract between you, HAU and Keele and set out Our responsibilities to you and your obligations to Us as a student of the Vet School. As a student of the Vet School your contract is with both HAU and Keele. You will be registered as a student of both universities on admission to the Vet School and will be allocated either HAU or Keele as your Host Institution (see definition below). Throughout these Terms and Conditions, it will be made clear which policies and procedures are applicable to you as a student of the Vet School.

Accessibility

If you would like a copy of these Terms and Conditions or any related documents in a different format, please contact admissions@hkvets.ac.uk if you are an applicant or refer to <https://www.harperkeelelevetschool.ac.uk/study/key-info> if you are a student for further information about who to contact.

A. Our Contract with you and how it is formed:

1) Definitions

Throughout this document the following words have the meaning defined below:

Academic Services: these are the services We will provide to you as part of the Contract as specified in more detail in paragraph 5 of these Terms and Conditions;

Additional Charges: any additional costs, other than Programme-Related Costs or University Fees,

that you may need to pay for any services that We may provide during your time with Us. These fees will relate to optional services We may provide, and which fall outside of the scope of this Contract (e.g. accommodation fees, sports facilities, graduation costs etc).

Contract: the legal agreement between HAU, Keele and you which comprises the documents detailed at paragraph 2) and which comes into force as detailed in paragraph 3). The Contract will detail Our obligations to you (including Our provision to you of the Academic Services), and your obligations to Us (including the payment of University Fees and Programme-Related Costs);

HAU: Harper Adams University. HAU is incorporated and registered in England and Wales with Company Number 8049710 and our registered office is at Harper Adams University, Edgmond, Newport, Shropshire TF10 8NB, United Kingdom;

Host Institution: either HAU or Keele where either of those universities is acting as a host institution to which a Student has been allocated for certain purposes including residential accommodation entitlement, individualised support and statutory reporting requirements;

Keele: Keele University. Keele is officially known as the University of Keele, and is a university established by the University of Keele Act 1962 (10 & 11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, and based at Keele, Staffordshire, ST5 5BG in the United Kingdom;

Offer: Our offer of a place on the Programme sent to you as an Offer Letter, together with other

important information about the Programme and this Contract;

Offer Letter: this will be the letter or email which forms part of the Offer;

Policies: each Host Institution's policies and Vet School Policies which apply to Students. Each Host Institution's policies are available on the Key Information webpage for HAU: www.harper.ac.uk/keyinfo and the Policy Zone web page for Keele: <https://www.keele.ac.uk/policyzone/>. The Vet School policies are available at: <https://www.harperkeelelevetschool.ac.uk/study/keey-info/>;

Programme: the programme of study leading to the Bachelor of Veterinary Medicine and Surgery (BVetMS) award, interim awards or credit;

Programme-Related Costs: additional costs that you will need to pay in connection with the Programme (for example fees for activities that you will need to undertake to successfully complete all of the Programme). These may also be referred to as Course-Related Costs in the Policies;

Programme Specification: the Bachelor of Veterinary Medicine and Surgery (BVetMS) programme specification and interim awards; this document is sent to you with your Offer and provides an overview of the Programme. It should be used as the primary source of up-to-date information at the point you are considering Our Offer;

RCVS: the Royal College of Veterinary Surgeons;

Student: a Student registered with both HAU and Keele and admitted on the Programme;

Terms and Conditions: this document which forms part of the Contract;

UCAS: Universities and Colleges Admissions Service;

Universities / We / Us / Our: these mean HAU and Keele when acting together in relation to the Vet School;

Universities' Regulations: these document the framework for the Vet School and each Host Institution as well as the rules for learning,

teaching, research, assessment and other areas of the student experience including conduct and discipline, professional suitability and fitness to study. The full list of regulations can be found at <https://www.harperkeelelevetschool.ac.uk/study/keey-info/>;

University Fees: the fees payable in exchange for Us providing to you the Academic Services relating to Our delivery of the Programme, which apply for the duration of the Programme;

Vet School: a joint veterinary school established by the Universities and known as the Harper & Keele Veterinary School; and

Vet School Policies: bespoke policies specifically relating to the Vet School.

2) What makes up the Contract?

- a) The following documents will form the Contract:
 - the Offer Letter
 - these Terms and Conditions
 - the Programme Specification
 - Universities' Regulations (for practical purposes these documents would not normally be sent to you in hard copy but are readily available online at the links given in this document and where relevant, in the Programme Specification)
 - Policies
- b) The Contract will detail:
 - how We provide the Academic Services to you (including "Our Obligations");
 - information about the University Fees;
 - information about any Programme-Related Costs;
 - the duration of the Contract and how the Contract may be ended by you or by Us;
 - details of any conditions that will apply to you; and
 - other important information about your time studying with Us on the Programme.
- c) The Contract becomes binding on you and Us from the time you accept the Offer (as detailed in paragraph 3) below) and continues to apply for as long as you remain registered on the Programme, unless terminated earlier as described in Section E below.

3) What is the process of offering a place, accepting the Offer and entering the Contract?

- a) We will send out the Contract documents detailed in paragraph 2) by email (or exceptionally by post), or as otherwise stated in paragraph 2(a) to you when We make an Offer of a place to you.
- b) You are advised to thoroughly read and check through the Contract documents sent to you. If you have any queries you should contact Us as detailed in the Offer Letter.
- c) Our Offer may contain specific conditions and/or requirements for admission onto and/or your continued registration on the Programme, and will either be a “conditional” or an “unconditional” offer. You must provide Us with satisfactory evidence of your qualifications, and compliance with any additional conditions, when asked to do so by Us. If you fail to meet or fail to continue meeting any of these conditions, or if you fail to give Us reasonable evidence that you have met these conditions, We may end the Contract as set out in Section E.
- d) It is your responsibility to make sure that all of the information you give Us is true, accurate and complete and is not misleading, and that the same remains true, accurate and complete and not misleading, for the duration of the Programme. We have rights to end the Contract with you as described in Section E if you fail to comply with this requirement.
- e) You should check that you are happy with the contents of the Offer and all the terms identified in the Contract documents before accepting it. If you think there is a mistake in your Offer please notify Us immediately and ask Us to agree changes in writing.
- f) If you have applied to Us through UCAS then the Contract will come into force when you accept the Offer via UCAS by the deadline that UCAS stipulates.
- g) In all cases, if you wish to accept the Offer, then you must do so within the time period specified by UCAS. If you do not accept within this time period then the Offer may be withdrawn by Us.
- h) Once you have accepted the Offer then you have a right to cancel the Contract as detailed in Section E.

4) Your obligations

As part of the Contract between Us, you agree to:

- a) comply with any conditions that are set out in the Offer, and you must comply with the requirements set out in Paragraphs 3c) and 3d) above.
- b) read and comply with the Universities’ Regulations and Policies which can be found here www.harperkeelelevetschool.ac.uk/study/key-info. If you are in doubt about the obligations contained in these and how they relate to you and your studies, you should seek prompt advice from either relevant staff at HAU or Keele; or a Host Institution’s student advisory service. For HAU, advice and support is available from the Student Advisor (StudentServices@harper-adams.ac.uk) or the SU President (SUPresident@harper-adams.ac.uk). For Keele, this is the ASK (Advice and Support at Keele) service in Keele Students’ Union (see <https://keelesu.com/advice/> for details);
- c) take responsibility for your own learning, engage in learning and teaching activities specified by the Vet School; submit or complete all assessments by the specified deadlines and attend all Vet School examinations unless otherwise agreed with Us because of exceptional circumstances;
- d) pay the University Fees, Programme-Related Costs, Additional Charges and any fines by the deadlines stipulated;
- e) purchase such equipment and books as needed for study and undertake travel or other requirements where you have been informed they will be necessary. The costs associated with the purchasing of equipment and books will be deemed to be Programme-Related Costs for the purposes of these Terms and Conditions. You will be responsible for paying for and sourcing these items unless otherwise stated in the Programme Specification;
- f) be required to enrol at the start of the Programme and then re-register in each subsequent academic year of the Programme if applicable;
- g) inform the Vet School in the case of a Leave of Absence in accordance with the Vet School’s Leave of Absence Policy;
- h) comply with obligations relating to intellectual property and confidential information.

Intellectual property is anything unique that you physically create and you may develop intellectual property as a result of work undertaken during the Programme and/or through the use of the Universities’ resources. You agree that all intellectual property rights in course material

provided to you by Us as part of the Programme are owned by Us, or licensed to Us, and you agree to only use such material for your own study purposes in connection with the Programme.

If you are aware that information you receive is confidential or it could be reasonably understood to be confidential, you must not disclose this information to a third party.

i) Comply with Fitness to Practise requirements set out in the Fitness to Practise Policy at the time of acceptance onto the Programme and throughout the Programme's duration including any placements that form a part of the Programme:

- You must comply with the requirements (including legal and professional requirements) of the Programme, including the disclosure of any spent and unspent criminal convictions and cautions, which may affect your registration status. This is a requirement of the Programme and compliance with these requirements will be a condition of you remaining on the Programme.
- We have a duty to ensure that any Students registered on the Programme which (i) requires you to undertake practical training in a professional role in relation to patients, clients or service-users; (ii) where the end qualification provides a direct practising licence; and/or (iii) the end qualification is a requirement for a licence to practise, meet the required professional standards.

If you fail to meet the obligations set out in this paragraph 4, We have the right to end the Contract in accordance with Section E.

j) Comply with any applicable immigration requirements:

We have legal obligations to comply with the requirements of UK Home Office Visas and Immigration (UKVI). If you fail to assist Us in meeting these obligations, We have the right to end this Contract in accordance with Section E.

Disability Support

If you have a disability or a long term health condition (including physical or mental health conditions), you must tell us as soon as possible in order to enable us to discuss support arrangements with you. Where HAU is

your Host Institution then you should contact learnersupport@harper-adams.ac.uk and where Keele is your Host Institution you should contact www.keele.ac.uk/dds.

If you are experiencing difficulties:

You are responsible for maintaining your own health and wellbeing and taking necessary action if you are experiencing difficulties. This might include:

- seeking assistance from your Host Institution's student support services (which includes support services relating to counselling and mental health support; student welfare; residence support; wellbeing; study support; sexual violence; disability and dyslexia support; and bullying and harassment); and/or
- seeking alterations to your study arrangements (in accordance with the paragraph below).

Changes in circumstances:

If your circumstances change and they affect your ability to complete part of the Programme and/or an assessment, you can submit a claim for **exceptional circumstances**. These are circumstances beyond your control which you could not reasonably have foreseen and acted upon and either (i) will prevent you from completing an assessment at or by a specified time; (ii) attending an examination; or (iii) will have a significant negative effect on your performance in that assessment. If We accept your claim, this may lead to adjustments in deadlines and examination dates. Further details of the procedure to follow are found in the Exceptional Circumstances Policy: www.harperkeelelevetschool.ac.uk/study/key-info.

In serious cases, you may also be able to request a break in studies (called a **leave of absence**). This is a temporary suspension of your studies for up to 12 months' duration. More details are set out in the Leave of Absence Policy: www.harperkeelelevetschool.ac.uk/study/key-info. You are required to inform the Vet School in the first instance about such matters. We may consider a request to defer your place with Us by one academic year or for you to take a leave of absence for part or all of an academic year. We are not under an obligation to accept any request for a leave of absence, and this is at Our absolute discretion. You should be aware that there may be changes to the Programme and/or these Terms and Conditions and/or the Universities'

Regulations during the intervening period and therefore you may be asked to review the revised Programme Specification and/or a revised set of Terms and Conditions prior to taking up your deferred place or returning to your studies. If there are any changes to the Contract, please refer to Section B for details on how these could affect you.

Complaints and appeals:

We provide opportunities for Students to raise concerns with the Vet School and/or your Host Institution's support services and, in serious cases, Students are able to submit a formal complaint. You are expected to raise any concerns about your experience as a Student and/or as a campus resident at the point you are experiencing difficulties. Details of Our complaints process can be found in the Complaints Policy: www.harperkeelelevetschool.ac.uk/study/key-info.

We will provide you with opportunities to appeal Our decisions against assessment board decisions, including decisions relating to your degree by the examination board. Please refer to the Academic Appeals Policy: www.harperkeelelevetschool.ac.uk/study/key-info.

If you are unhappy with the outcome of your appeal claim and We have provided you with a "Completion of Procedures" letter, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk.

5) Our obligations to provide the Academic Services

As part of the Contract, We agree to:

- a) use all reasonable efforts to deliver the Programme as detailed in the applicable Programme Specification;
- b) while on campus, provide library and computing facilities that are suitable students' needs and available as advertised;
- c) provide e-learning and online resources that are accessible and suitable to Students' needs and available as advertised;
- d) provide an exceptional circumstances process (in accordance with the "Changes in Circumstances" section in paragraph 4 above) that will ensure that as a student if you are affected by circumstances beyond your

control which may affect your ability to submit work or attend an examination, you can submit evidence of such occurrences for fair and equal consideration;

- e) provide an appeals procedure for academic, fitness to practise, fitness to study and disciplinary decisions;
- f) provide reasonable support and pastoral care services through the individual Universities' student support services; and
- g) provide transport between each Host Institution for learning and teaching purposes.

6) Specific or unusual obligations

Your obligations are contained within these Terms and Conditions or within the documents referred to in these Terms and Conditions (e.g. the Universities' Regulations). You should make yourself aware of all the obligations but We would specifically draw your attention to the following:

- a) termination of studies at the Vet School: Section E and the Universities' Regulations detail circumstances where the Universities may terminate your studies. The full list of Universities' Regulations can be found at www.harperkeelelevetschool.ac.uk/study/key-info/;
- b) Disclosure of criminal convictions: We require applicants and Students to declare relevant unspent criminal convictions after an offer has been accepted by You. In accordance with the 'Harper & Keele Veterinary School Criminal Convictions Procedure' we may in exceptional circumstances withdraw the offer made to you, or impose such conditions as deemed necessary to reduce or manage any risk.
- c) As the Vet School is relatively newly established it will go through an accreditation process in accordance with the RCVS's requirements. In line with these requirements the Programme will be considered for accreditation in 2025.

B. How the Contract may change, and how changes could affect you:

(a) Changes to the Academic Services:

The Programme will be delivered based on the information contained in the Programme Specification.

We will use all reasonable efforts to deliver the Programme in accordance with the Programme Specification. However, you should note that the Vet School undertakes a continuous review of its teaching and research provision to ensure the Programme is of a high quality and takes into account any RCVS requirements. We always seek to balance flexibility within the Programme with the effective management of Our resources across a diverse range of programmes. As a result of this ongoing review, where necessary and reasonable, We may need to make changes to the Programme Specification and so to the Programme or to other Academic Services from time to time.

The changes may be to:

- the content and syllabus of the Programme;
- the start date of the Programme, including by deferring it to another academic year;
- the availability, duration, location and content of placements and other work-based learning opportunities;
- the method, location, timetable and amount of teaching, lectures, seminars, supervisions and any other forms of instruction;
- the method and content of assessments and examinations;
- ancillary services and facilities by delivering them in a different way, from a different location or online or by replacing them with alternative but equivalent services and facilities;
- your start date at the University.

Where a change involves a change to the Programme Specification, We will refer to these as Major Modifications. Major Modification may include:

- Change of programme or Award title (even if the content remains the same);
- Core (compulsory) module(s) removed or added;
- Core (compulsory) module title changes;
- Changes to Programme assessment method listed in the Programme Specification;
- Compulsory placement introduced or withdrawn;
- Changes to credit requirements;

- Changes to additional costs that are within the Vet School or Universities' control; and
- Changes to specific programme regulations.

(Note this list is not exhaustive).

Where changes are made that do not require a change to the Programme Specification, We refer to these as Minor Modifications. Minor Modifications may include changes to individual assessments for example.

Examples of where it may be deemed necessary to make Major and Minor Modifications include but are not limited to:

- where it is necessary to reflect changes in the currency of knowledge in an area or practices around a subject or its delivery;
- as a result of decisions taken by external accrediting bodies or placement providers;
- where it is necessary to comply with a change in the law or government policy or guidance or to comply with any changes required or recommended by our regulators or by a professional, statutory or regulatory body;
- to improve the provision of Our services;
- to incorporate good practice;
- as a result of student feedback or performance;
- as a result of external examiner feedback;
- the departure, absence or unavailability of a key member of staff;
- to accommodate and react to refurbishment and development work taking place at Our campus facilities; and
- following events beyond the Universities' control, as described in **Section E**.

You should also note that choice of subjects may be limited by considerations of timetable, staffing or available places.

If We make Major Modifications in accordance with this section B, We will aim to keep the changes to the minimum necessary and will notify you of the change as soon as possible and, if you have any questions, work with you to understand the effect on your position.

We will take reasonable steps to minimise the impact of any Major Modification by providing reasonable and proportionate support which could include helping you find an alternative programme or institution or by offering you the chance to withdraw from the

Programme. Should you withdraw from your studies during the course of an academic year, then you may be eligible for a refund of University Fees in accordance with the arrangements described in **Section D** below.

If we need to make Minor Modifications, we will look to give you as much notice as possible, but we would not expect these changes to impact significantly on the Programme.

(b) Changes to Universities' Regulations and Policies:

The Universities' Regulations and Policies are living documents and are updated from time to time to reflect academic and sector good practice. We will notify you of any major changes to the Universities' Regulations and Policies, at least on an annual basis, before you re-register for the next academic year.

We may need to make more significant changes to the Universities' Regulations which affect how your degree is awarded, such as changes to the academic thresholds that determine whether Students have successfully completed each year of the Programme or the way that degree classification is calculated. If We need to make these types of changes, We will either:

- (i) only apply these to new entrants onto the Programme and those Students required to repeat a level of study, (either owing to failure at that level of study or following an approved period of leave); or
- (ii) apply these to existing Students as well as new Students, where required by law or if considered of benefit to existing Students. In these cases we will consult with existing Students before making any significant change.

In the case of i) above, if in these circumstances you are deciding whether to repeat a level of study, We will advise you of the revised Universities' Regulations to help inform your decision-making.

(c) Other types of changes

Please refer to **Section D** for information about changes to University Fees and Programme-Related Costs.

We may make changes to these Terms and Conditions, or to any other document referred to within them, at any time in the following circumstances:

- if it is necessary to comply with a change in the law or government policy or guidance or to comply with any changes required by our regulators or by a professional, statutory or regulatory body;
- to improve the provision of our Academic Services;
- to incorporate good practice; or
- to reflect changes in the Universities' or each Host Institution's processes.

Revised terms will normally be brought into effect from the following academic year, unless it is necessary or in the interests of the majority of Students to do so earlier. The Universities will notify Students as early as reasonably practicable of the changes and will assist Students as much as is reasonably possible to reduce the impact of any Major Modification changes made.

C. University Life

Your accommodation:

If you have secured a place in your Host Institution's accommodation, this is subject to your continued allocation to your Host Institution, and your rights to occupy your Host Institution's accommodation will end if this Contract ends. The specific terms and conditions regarding the provision of accommodation, the payment of accommodation fees and the responsibilities of both you and your Host Institution in relation to accommodation are detailed in a separate contract.

Our campus:

The Universities continuously invest in the quality of campus facilities. Improvement works may be ongoing on either HAU and/or Keele's campuses during your time studying on the Programme. Redevelopment and refurbishment may cause some disruption, though We will undertake to minimise this wherever possible. Where any such redevelopment and refurbishment work will impact directly on the Academic Services we will deal with any change needed in accordance with Section B.

Transport:

We will provide transport between each Host Institution for teaching and learning purposes relating to the Programme. You will be expected to make your

own transport arrangements for attending social, sporting or any other extracurricular purposes.

Car Parking:

The Universities do not provide any guarantee of car parking as part of the Contract. Car parking is made available on a purely discretionary basis by both HAU and Keele and may be withdrawn at any time. Additional Charges may apply to these services. Further information regarding car parking can be found in the Fees and Charges guidance found here: www.harperkeelelevetschool.ac.uk/study/key-info/.

Communication:

You will be assigned a Vet School email account which you and the Universities must use as the primary source of communication. Following registration, the Universities will use your Vet School email account to communicate with you. As such the Universities expect you to check your Vet School email account daily and you must do so at least once per week.

Where there are any changes to your home or contact address details, you are responsible for updating these by using the on-line student portal, known as eVision.

Data Protection:

By entering into this Contract and registering with the Universities to study on the Programme, you acknowledge that We will hold and process your personal data, including some sensitive personal data (e.g. data relating to disability, ethnicity, health, criminal convictions, wellbeing and sexuality). We will hold and process this data as joint controllers in accordance with Our obligations as Data Controllers under data protection legislation and also in accordance with Our Data Protection Policies found on the [Key Information page](http://www.harperkeelelevetschool.ac.uk/study/key-info/) www.harperkeelelevetschool.ac.uk/study/key-info/

D. Financial Matters

Fees:

By accepting Our Offer, you are agreeing to pay the University Fees and the Programme-Related Costs in connection with the Programme. You will be responsible for paying these fees and costs when due as further described in this Section D.

Please note that if you have a third party or sponsor paying your University Fees on your behalf, you will be responsible for paying the University Fees due to Us if that third party fails to pay Us the University Fees when due.

Information about University Fees, Programme-Related Costs and Additional Charges are provided in the relevant Vet School Student Fees and Charges document which is located at www.harperkeelelevetschool.ac.uk/study/key-info.

Fee increases:

University Fees are reviewed and revised on an annual basis, and We can make changes as described in this Section D.

The University Fees for UK/EU Students are regulated by government. The Universities reserve the right to increase fees in response to changes in government policy and/or changes to the law. Such fee increases are normally calculated by reference to the published UK Retail Price Index excluding mortgages (RPIX). If permitted by such change in policy or law, We may increase your fees and/or other charges up to the maximum increase permitted by government policy or the law.

Note: Fee increases outlined in these Terms and Conditions only apply to the Programme for which you maintain a continuous registration (i.e. 'in-course' fee increases). Any change of Programme will be treated as a new period of study and will be subject to the Terms and Conditions in place at the time of the Programme change.

The Universities will aim to notify Students if We intend to increase your University Fees in writing by 30 April immediately preceding the academic year to which the fee increase will apply. However, if government policy decisions cause a delay in this notification date, We will aim to notify you as soon as possible after this date.

Leave of absence:

Students taking a break in studies approved and agreed by their Host Institution will maintain their registration status providing they communicate with their Host Institution according to stated timescales and provide the necessary documentation requested by their Host Institution to re-engage with their studies.

Payment terms:

Unless notified to you otherwise, University Fees are payable in a single payment in October of each academic year, or in two equal instalments in October and January of each academic year, unless you are eligible for a tuition fee loan that is paid directly to your Host Institution on your behalf by the Student Loans Company. Full details about how you can pay for your University Fees are set out in the Fees and Charges guidance which accompanies our Offer and should be read in conjunction with these terms and conditions. Please note that Programme-Related costs are referred to as Course related costs in this guidance. This guidance can be found here: www.harperkeelelevetschool.ac.uk/documents/Fees-and-Charges-2021-22.pdf.

University Fees do not include the following:

- Programme-Related Costs, which are those additional costs associated with your studies, which are mandatory, further details on which are included in the Programme Specification or Fees and Charges guidance. This includes the costs associated with completion of Extra Mural Studies and Clinical Rotations, including transport to, and accommodation proximate to, locations where these activities are undertaken; or
- Additional Charges, which include (this is not an exhaustive list):
 - Printing and photocopying
 - Travel and car parking costs
 - Accommodation fees
 - Costs that you may agree to pay to the Universities or third party providers operating concessions or providing other services at the Universities, including, for example, leisure activities, clubs, sporting activities, shops; and
 - Expenses associated with graduation e.g. gown hire, refreshments, your travel expenses.

Costs associated with other optional services are not part of this Contract

If you leave the Programme before completing your studies

If you leave the Programme before completion of your studies, as a result either of your actions or of Ours, you

may be eligible for a partial refund of University Fees paid in that academic year. The terms of this refund are set out in the Student Fees and Charges document which is located at www.harperkeelelevetschool.ac.uk/study/key-info.

Debts:

In accordance with the Student Fees and Charges document located at www.harperkeelelevetschool.ac.uk/study/key-info, We shall be entitled to withhold or delay the conferment of academic awards, withdraw facilities from, terminate the registration of or refuse to enrol or re-register persons who owe academic-related monies. Our response will always be proportionate to the level of debt you owe to your Host Institution, will take into account the specific circumstances of the non-payment and will only be taken where Our attempts to recover those debts using your Host Institution's debt recovery processes have failed. We will always look to apply Our own processes before engaging with any third party debt recovery service.

E. Legal Provisions

Liability:

We will be jointly liable to you for any loss or damage you suffer that is a foreseeable result of Our breach of this Contract or if We fail to carry out Our obligations under this Contract to a reasonable standard, but not to the extent that such failure is attributable to your own fault or the fault of a third party that is not within our control. We will not be liable for loss or damages which were not foreseeable. Losses are 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. Unless required otherwise by law, Our liability for all loss or damage suffered by you shall be limited to the University Fees payable by you to your Host Institution whilst registered on the Programme.

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 for by law.

Whilst We take reasonable care to ensure the safety and security of our Students whilst on the Universities' campuses and/or whilst using the Universities' services, the Universities cannot accept responsibility, and expressly exclude liability, for:

- any damage to your property (including to vehicles and bicycles parked on our campuses or at other parking locations as designated by Us and to personal equipment such as mobiles, tablets and laptops) unless caused by Our negligence. You are advised to insure your property against theft and other risks;
- work submitted for assessment that is not returned, unless otherwise expressly agreed at the time of submission;
- personal injury or death except in so far as it is caused by Our negligence;
- loss of opportunity and loss of income or profit, however arising.

For the avoidance of doubt, the Universities shall not be held either jointly or severally 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 either of the Universities.

Events outside Our control:

We will not be liable to you for events outside Our control which We could not have foreseen or prevented even if We had taken reasonable care. Events outside of Our control include but are not limited to:

- industrial action;
- over or under demand from Students;
- staff illness
- significant changes to Our funding or to government direction to higher education;
- severe or adverse weather including flooding;
- fire;
- terrorism;
- civil disorder;
- political unrest;
- war, whether declared or not;
- national or local government or other public authority restrictions; and
- pandemic, epidemic or concern with regard to the transmission of serious illness.

In such circumstances, We may change parts, or all, of the Programme or other Academic Services in accordance with Section B above. If change(s) in accordance with section B are not possible or practicable, neither you nor the Universities will be liable to the other for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

The Student Protection Plan

Both HAU and Keele's Student Protection Plans have been approved by the Office for Students. Each plan outlines the measures in place to preserve continuation of study for students and covers what happens in the event of minor and major changes to a programme, a programme closure, arrangements for programmes run with other providers, arrangements for visa-sponsored students in the event either HAU and/or Keele loses its licence to sponsor students, insurances and estates risks, significant events affecting either HAU and/or Keele and closure of either HAU and/or Keele. The approved Student Protection Plan is hosted on: HAU: www.harper.ac.uk/keyinfo and Keele: <https://www.keele.ac.uk/student-agreement/>

Ending this Contract:

Our rights to end this Contract

We may end this Contract with immediate effect in writing and terminate your studies (or be entitled to refuse to register / re-register you on the Programme), in any of circumstances listed below.

Termination of your studies means that you will no longer be registered with the Universities and allocated to your Host Institution as a Student and you shall be required to stop studying on the Programme and leave the Host Institution immediately (but you may still be liable for Fees). Reasons for termination of your studies include:

- You do not meet (or continue to meet during your attendance on the Programme) any conditions for the Programme as set out in Our Offer;
- You provide Us with fraudulent information or information which is untrue, inaccurate, incomplete and/or misleading;
- If, in Our reasonable opinion, you have failed to supply Us with all the relevant information

relating to your application including a failure to disclose a relevant criminal conviction in accordance with the 'Harper & Keele Veterinary School Criminal Convictions Procedure';

- If, in Our reasonable opinion, any qualification or status has been obtained by fraud;
- You do not register or re-register within prescribed timescales provided to you in advance;
- Between accepting an offer and starting the Programme, there is a change of your circumstances which, in Our reasonable opinion, makes it inappropriate for you to study on the Programme;
- We become aware of information about you which We did not previously know and which, in Our reasonable opinion, makes it inappropriate for you to study on the Programme;
- Following an assessment of any relevant criminal conviction disclosure made by you, in accordance with the 'Harper & Keele Veterinary School Criminal Convictions Procedure' We may withdraw your Offer/end the Contract or put in place certain conditions as appropriate;
- As permitted by the Universities' Regulations, including in accordance with Our disciplinary or fitness to practise or fitness to study procedures or by a decision of an examination board based on your academic performance;
- You fail to comply in a material way with any of your obligations set out in these Terms and Conditions or in the Universities' Regulations;
- You are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are required to attend or be a member of as part of the Programme;
- If you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
- Where your behaviour, in Our reasonable view, represents a significant risk to the health, safety or welfare of yourself or others;
- Your continuing registration with the Universities and allocation as a Student with your Host Institution puts Us in breach of any of Our legal obligations to comply with UK immigration or other requirements;

- You have, in Our reasonable view, failed persistently to pay your University Fees and ignored formal reminders;
- You do not, in the case of being offered a repeat year, confirm your wish to repeat the year by the specified deadline.

If We end this Contract for one or more of the reasons listed above, this will not restrict Our ability to take any action against you that We have a right to take.

Your right to end this Contract

You have the right to terminate this Contract as follows:

- a) Where you disagree with a Major Modification We propose making as set out in **Section B**. The provisions of **Section D** will apply to any refund you may be due as a result of your wish to terminate in this way; or
- b) Where We are in material breach of Our obligations to you (as described in **Section A**) and where We have failed to remedy that breach after you have asked Us to do so. You may be entitled to a proportionate refund of any University Fees and/or Programme-Related Costs paid to Us in such circumstances, and you will have no further liability to Us for University Fees from the date you terminate for reason of Our breach. If there is a breach of services which are covered by any Programme-Related Costs then you may be entitled to a partial or full refund of those Programme-Related Costs.

This Contract may be ended by you at any time if you wish to leave the Programme subject to the full and final settlement of any outstanding University Fees and / or Programme-Related Costs for the academic year in question which you are required to pay immediately.

If this Contract ends for any reason, this may result in a partial refund of University Fees. Further details are provided in **Section D**.

Your legal right to cancel:

After you have accepted the Offer (as detailed in Section A), you have a legal right to cancel the Contract by informing Us within 14 days (the "Cancellation Period").

If you wish to cancel the Contract within the Cancellation Period, you must notify Us by either sending to Us the cancellation form at Appendix 1 of these Terms and Conditions, or by making any other clear statement to Us stating your decision to cancel the Contract. You may also email Us at admissions@hkvets.ac.uk and entitle your e-mail "cancellation". Please provide Us with either your UCAS ID or your student ID number and the Programme details.

To meet the cancellation deadline, it is sufficient for you to send your communication before the Cancellation Period has expired. Unless you are due to start your course within the Cancellation Period, if you cancel the Contract within this period, We will refund you any University Fees that you may have paid to Us as soon as possible, but in any event, no later than 14 days of you notifying Us of your wish to cancel the Contract. We will refund you any sums due using the same payment method that you used to pay the University Fees.

We may start to provide you with the Programme before the end of the Cancellation Period if, for example, you are only applying to Us very soon before the Programme is due to start and we will treat your acceptance of the Offer in these circumstances as your express agreement to the Programme starting within the Cancellation Period. If you have started the Programme before the end of your Cancellation Period this will not prevent you from cancelling the Contract during that Cancellation Period. However, if you decide to cancel the Contract once We have started to provide these services to you, then We will be entitled to deduct from any refund a fair amount to reflect the benefit of the Programme you will actually have received until you notified Us of your wish to cancel.

Details about how you can cancel your Contract within this 14 day cancellation period is set out in the Offer.

General legal provisions:

These Terms and Conditions, the Universities' Regulations and Policies, the Programme Specification and the Offer are intended to be mutually explanatory. In the event of a discrepancy, then the order of precedence shall be (1) these Terms and Conditions; (2)

the Universities' Regulations and Policies; (3) the Programme Specification; (4) the Offer.

This Contract is personal to you. You cannot transfer it to a third party. A person who is not a party to this contract (including, without limitation, any third party responsible in whole or in part for payment of your university fees) shall not have any rights under or in connection with it.

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We fail to insist that you perform any of your obligations under this Contract, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations.

We may transfer Our rights and obligations under this Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Contract.

Even if the Contract is terminated or expires, the relevant provisions of this Contract shall remain in effect to ensure the performance of all obligations, the satisfaction of all liabilities and to enable the exercise of all rights under the Contract.

Law and Jurisdiction:

This Contract shall be governed by the law of England and Wales. You and We agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. 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.

Appendix 1

Model Cancellation Form

To Harper & Keele Veterinary School Admissions Department

I hereby give notice that I cancel my Contract in connection with the following programme:

Offer letter dated:

Name of student:

UCAS and/or student number:

Signature of student:

Date:
