

# Terms and Conditions of Study 2024/25

## General

This document summarises the principal terms and conditions of the contract between you and Loughborough University. It is divided into two sections. The first section covers the contract which comes into force when you accept an offer of a place at the University during the formal application process and the second covers the contract which is applicable once you have become a fully registered student of the University.

## Definitions

“we/us/our” means Loughborough University (also referred to as the “University”)

“you/your” means an applicant to Loughborough University or registered student of Loughborough University

“programme” means your prospective or registered programme of study or research leading to an award of the University as well as pre-sessional English programmes (and may sometimes be referred to as a “course”)

“offer” means the offer of a place by the University on a programme subject to the terms and conditions set out in this document

“UCAS” means the Universities and Colleges Admissions Service through which applicants must submit applications for undergraduate programmes at Loughborough University

“CAS” means Confirmation of Acceptance for Studies which is the document students require in order to apply for a student visa to study in the UK

The provisions in Section 1 of this document apply to offers made during the 2023/24 application cycle for entry to taught and research programmes commencing in 2024/25. Section 1 also applies to offers made during the 2023/24 application cycle for pre-sessional English programmes commencing between January and September 2024.

In addition, Section 1 applies to applicants during the 2023/24 application cycle for entry to taught programmes in autumn 2025 but we reserve the right to make changes up to 30 September 2024.

The provisions in Section 2 of this document apply to all students registered on taught and research programmes of study in the academic year 2024/25 and to pre-sessional students registered from January 2023. Students are asked to agree to these terms and conditions when they register at the beginning of each year of their studies.

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programme starting in January, the equivalent date is 6 December



registered student. However, to enable us to enhance our programmes, ensure they remain current and up-to-date, respond to external changes and for a number of practical reasons we reserve the right to make changes to the programmes and their constituent modules both before you register and over the lifetime of your registration (see Section 2.5 below).

The following is a list of the typical reasons why we might need to make changes to programmes and modules, either before you commence your studies or during your studies:

- Student feedback
- Feedback from external examiners
- Feedback from employers
- Amendments to professional body accreditation requirements
- Enhancement of the curriculum to ensure it reflects the latest developments in the subject
- Changes to the member of staff teaching the module as a result of decisions about the most effective deployment of staff
- Departure from the University or temporary non-availability of members of staff
- Low or high demand for particular programmes or modules
- External factors beyond our control, including without limitation changes in law or government guidance

We will consult you if we wish to make significant changes for any other reason. Changes which are not directly related to enhancement of the student experience will be kept to a minimum, and we will notify affected students in advance about any such changes that are required.

If we make changes to your programme and you are not satisfied with them, you will be offered the opportunity to withdraw from the programme and, if required, reasonable support to transfer to another provider.

We may make changes to the following where we consider they will not affect the fundamental nature of the programme:

- Programme aims and learning outcomes
- Module titles, objectives and content
- The availability of modules and the balance between optional and compulsory modules
- The method, location, timetable and amount of teaching, lectures, seminars, laboratories, project/dissertation supervisions and any other forms of instruction or contact hours
- The methods of assessment
- The members of staff teaching the module

Detailed protocols are in place that will be followed where changes are made to programmes or modules. A copy of these procedures is available on request.

## 1.12 Changes to Postgraduate Research Programmes

Your offer communication sets out the name of your programme and of your expected supervisors at the time the offer is made. The arrangements for the conduct of research degree programmes are set out in [University Regulation XXVI](#) and in the University's [Code of Practice on Research Degree programmes](#). These documents may be updated on an annual basis and any major changes will be drawn to your attention.



### 1.14 Accepting our Offer

Your offer communication will provide details of how to accept our offer. We will regard your acceptance of the offer as your notification to us that you have agreed to the terms and conditions set out in this document.

### 1.15 Requesting a Change in Your Date of Entry

If, after accepting our offer of a place, you decide that you would like to change your date of entry/admission to the University, you should contact the Admissions Office (for undergraduate or taught postgraduate programmes), the Doctoral College (for research programmes), or the Academic Language Support Service (for pre-sessional programmes) to request this change. We will accommodate your request, if at all possible, but are not able to guarantee that we will be able to meet all such requests. By requesting a change to your date of entry, you are agreeing to abide by the terms and conditions, and will be liable for the tuition fees, that apply for the relevant date of entry.

### 1.16 Cancellation

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- d) If you have a long-term health issue or disability for which you require support from us to enable you to access your programme of study, you must inform us as soon as possible so that we are able to make appropriate arrangements for you. Long term conditions are dealt with by making reasonable adjustments on an ongoing basis and the Mitigating Circumstances procedure is only applicable where a problem has recently been identified and adjustments have not yet been made, or where there is unexpected worsening of a known condition and the agreed adjustment proves to be inadequate.
- e) If you are found to have committed academic misconduct (including but not limited to taking prohibited materials into examinations, copying the work of others, or submitting the work of others as if it were your own), we may2 TD [(a)-6 (m)-5 .6

## 2.6 Residential Accommodation

If you have secured residential accommodation provided through us, you will be asked to agree to a separate set of terms and conditions (Licence Terms and Conditions) relating to the accommodation concerned. To remain in the accommodation for the duration of the relevant Licence, however, you will need to continue to be a registered student.

[www.lboro.ac.uk/accommodation/](http://www.lboro.ac.uk/accommodation/)

## 2.7 Tuition Fees and Other Charges

Tuition fees for the first year of your studies are stated in your offer communication, subject to any relevant changes following your registration. Fees are reviewed annually, and any fees subject to inflationary increases will be calculated based on CPI (Consumer Price Index) at January, capped at 5%. You will be notified of any changes to the tuition fee payable, in advance of the academic year to which the fee applies.

Tuition fees become due for payment on registration and must be paid either in full at commencement of each Programme Part or module (for part-time students) or in instalments as published on the Finance Office website. If your tuition fees are not paid by the relevant due date, you may be placed on Leave of Absence which means that access to university facilities, including tuition, will be suspended until overdue tuition fees are paid. If the period of such Leave of Absence means you cannot complete your current Programme Part or, in the case of part-time students, modules within the current academic year, you may lose a year of study. Special arrangements will not be made to enable you to catch up on missed study in these circumstances. In addition, you will not be permitted to progress to the next stage of your studies or receive your award (certificate and transcript) whilst unpaid tuition fees remain outstanding.

You are responsible for payment of your tuition fees. If you want your tuition fees to be paid by an organisation (your sponsor) you must provide us with a Financial Guarantee Letter no later than the end of the first week of your first semester. Your sponsor must pay the charges by the dates given on the invoice provided to them. If your sponsor does not pay your fees by the dates given, the University will require you to pay your fees. By arranging for an organisation to pay your fees, you give the University permission to share relevant information with your sponsor about your registration and academic progress.

You must also pay for any other services we provide to you (e.g. accommodation) and any charges you incur (e.g. library fines) by the due dates. Ultimately, if either academic or other debts remain unpaid, debt collection procedures will be initiated which, if necessary, could result in legal action to recover your debt to us.

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## 2.8 Financial Assistance: Bursaries, Scholarships and Studentships

We may offer you financial assistance to enable you to cover the cost of your studies in the form of a scholarship, bursary, studentship, or other form of support. Specific conditions will apply to each award and you will be notified of these when it is offered to you. These conditions will be additional to the terms in this document. You must continue to meet the conditions of the award during your studies or the financial assistance may be withdrawn.

## 2.9 Use of IT Facilities

We require all students to comply with our IT Acceptable Use Policy and any specific requirements attached to use of specific hardware, software, or online services. Details are available here:

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## 2.13 Membership of Loughborough Students' Union

All students at the University and at

Failure to comply with health and safety policies or reasonable instructions related to health and safety may result in disciplinary action (see Section 2.3 of these Terms and Conditions).

## 2.16 Cancellation

After you have registered with us, you have the legal right to a 14 calendar day “cooling off” period during which you may change your mind and cancel your acceptance of these terms and conditions.

If you exercise your right to cancel within this timeframe, the University will reimburse any payments received from you and will make the reimbursement without undue delay. Reimbursement will be made using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

If your programme is due to begin within 14 days of registration, by registering you are expressly agreeing that you accept that delivery of the programme will begin within the cancellation period.

Where a student on a pre-sessional programme withdraws within the first 14 days, the University reserves the right to charge tuition fees on a pro-rata basis related to date of withdrawal. Should a student subsequently withdraw from their pre-sessional programme after the 14 day cancellation period, they shall be charged the weekly fee for each week, or part thereof, in accordance with their effective withdrawal date. The effective withdrawal date for pre-sessional students shall be the date the student formally notifies the Academic Language Support Service of their intention to withdraw.

Different arrangements may be in place if the pre-sessional programme is delivered online, where payment of tuition fees may be required in full before the start date of the programme. In this case, if you change your mind, you have the right to cancel your place and be reimbursed with any fees paid within the 14 calendar day “cooling off” period.

In all other cases, we will not charge you tuition fees if you decide to withdraw within four calendar weeks of the beginning of the relevant term (undergraduate or postgraduate taught students) or within four calendar weeks of your registration date if you are a research student (see [Regulation XVI](#)). You may be liable for other charges, however, such as for residential accommodation and catering in accordance with the contract relevant to the services concerned.

If you withdraw after four calendar weeks, you will be charged a proportion of the tuition fees for the year, in accordance with Regulation XVI.

## 2.17 Complaints – Registered Students

The Student Complaints Procedures are set out in [Ordinance XXXVIII](#). We aim to resolve issues informally and by mutual agreement if at all possible. However, students who are not satisfied have the right to seek a formal review of their complaint and, if they remain dissatisfied after the formal stage of the complaints procedures have been completed, they may seek an independent review by the Office of the Independent Adjudicator for Higher Education ([www.oiahe.org.uk/](http://www.oiahe.org.uk/)).

## 2.18 Notices

Any formal communications from us to you in relation to fulfilment of these terms and conditions and in relation to your studies will be in writing, usually by email to your University email address and such emails may then require you to review information



made available through the University's electronic systems. You are expected to check your University email account regularly and in any event, at least once a week. Any communication sent to you by the University to your University email account will be regarded as properly sent and received by you.

Any formal communications from you to the University should also usually be by email from your University email address or the appropriate method of communication where one is specified to you for a particular process.

## 2.19 Liability

The University will do all that it reasonably can to deliver its programmes of study as described on its website and other documents issued by it, to appropriately registered students. Sometimes circumstances beyond the control of the University may mean that it cannot provide delivery of its programmes as anticipated. Examples of such circumstances include:

- a) industrial action by University staff or third parties
- b) the unanticipated departure of key members of University staff
- c) power failure
- d) acts of terrorism
- e) da

The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

The University's contract with its students does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

Legal Address:

Loughborough University  
Leicestershire  
LE11 3TU, UK

*Date: 27 September 2023*