

UNIVERSITY OF CENTRAL LANCASHIRE

Terms and Conditions 2023/24

Postgraduate Study - Research

Any offer of a place made to you by the University of Central Lancashire (the “**University**”) is made on the basis that in accepting the offer you agree to the below terms and conditions, which form part of the contract between you and the University. It is important that you read and understand these terms and conditions as the University will apply and rely upon them during your time as a student at the University.

Payment of fees and other charges

1. The postgraduate research fees for your research programme will be as set out in your offer letter.
2. Unless otherwise stated in the research programme notes, the published fees are only for the first year of study and the fees in subsequent years may increase to reflect the University's increased costs in delivering the programme, such as operational costs, market forces and inflation.
3. Tuition fees are payable in accordance with the Tuition Fee Policy ([tuition-fee-policy-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/academic-division/academic-services/academic-policy-and-procedure/tuition-fee-policy-2324)).
4. In the event that you decide to request an authorised interruption of studies or withdrawal from your research programme, you will be liable for a percentage of fees for your research programme as set out in Appendix 2 of the Tuition Fee Policy ([tuition-fee-policy-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/academic-division/academic-services/academic-policy-and-procedure/tuition-fee-policy-2324)).
5. You should note that there may be additional charges, such as bench fees, as set out in Appendix 4 of the Tuition Fee Policy ([tuition-fee-policy-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/academic-division/academic-services/academic-policy-and-procedure/tuition-fee-policy-2324)), which you will have to pay to the University in order to complete your studies successfully. These are outlined on the website.
6. You are liable for the full amount of the annual tuition fees and, subject to paragraphs 4 above and 29 below, are not entitled to a refund of fees if you withdraw from the research programme during the year.

Accuracy of information

7. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
8. The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.
9. The University requires all students to provide proof of identity and qualifications at the point of enrolment.

Communications to and from the University

10. On enrolment you will be provided with a University email address which the University will use for all communications with you. You are expected to check this e-mail account regularly. Any communication sent to you by the University to this email account will be regarded as properly sent and received by you.

Policies

11. By accepting the offer of a place at the University, you agree to comply with the provisions of all the University's Regulations, Rules, Codes, Conditions and Policies that apply to enrolled students from time to time (together the "**Policies**"). The Policies and a summary of the Policies can be found here:

[Student Contracts – Postgraduate Research - UCLan](#)

12. Key provisions of the Policies of which you should be aware include:

- (a) the University's expectations as regards student attendance, academic due diligence, supervision, academic progress, including research programme approval, and submission as set out in the Academic Regulations: Postgraduate Research ([academic-regs-postgrad-research-2324 \(uclan.ac.uk\)](#)) and the Assessment Handbook: Research ([research-assessment-handbook-2324 \(uclan.ac.uk\)](#)). Failure to meet these expectations may mean that you are not permitted to progress on your research programme;
- (b) the University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be in the Academic Regulations: Postgraduate Research ([academic-regs-postgrad-research-2324 \(uclan.ac.uk\)](#));
- (c) the University's rules regarding payment of sums due to the University, which can be found in the Tuition Fee Policy ([tuition-fee-policy-2324 \(uclan.ac.uk\)](#)). If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case;
- (d) the University's expectations of student behaviour. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University. The University's disciplinary code is set out in the University's Regulations for the Conduct of Students ([regulations-conduct-of-students-2324 \(uclan.ac.uk\)](#));
- (e) the University's Support to Study Procedure ([support-to-study-policy-2324 \(uclan.ac.uk\)](#)), which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study;
- (f) the University's Fitness to Practise Policy ([fitness-to-practise-2324 \(uclan.ac.uk\)](#)) which applies to students on professionally regulated research programmes which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University; and
- (g) the importance of research integrity and ethical principles as set out in the University's Ethics Pack for Research Degree Students ([ethics-pack-research-degree-students-2324 \(uclan.ac.uk\)](#)) and the Ethical Principles for Teaching,

Research, Consultancy, Knowledge Exchange and Related Activities ([ethical-principles-2324 \(uclan.ac.uk\)](#)).

COVID-19

13. During the period of the COVID-19 pandemic, the University reserves the right to introduce measures that are in its reasonable opinion needed to protect the health, safety and welfare of students, staff and visitors to its sites. These measures will be notified to students from time to time and failure to comply with these measures will be treated as a breach of the University's expectations of student behaviour as referred to in paragraph 12(d) above.

Changes to Policies

14. The University reserves the right to add to, delete or make reasonable changes to the Policies where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
 - (a) to review and update the Policies to ensure they are fit for purpose;
 - (b) to safeguard academic standards, for example, in response to external examiner feedback;
 - (c) to reflect changes in the external environment, including legal or regulatory changes;
 - (d) to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (e) to incorporate sector guidance or good practice;
 - (f) to reflect feedback from students; and/or
 - (g) to aid clarity or consistency of approach.
15. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Policies before they take effect, or by phasing in the changes, if appropriate.
16. The updated Policies will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

Disability and reasonable adjustments

17. The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your research programme. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University. Further information is available in the Disability Policy ([disability-policy-2324 \(uclan.ac.uk\)](#)).

Criminal convictions

18. As a condition of taking your place at the University you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions, by contacting the Admissions Office. Please refer to the Admissions Policy and Applicants Complaints Procedure for details on what constitutes a “relevant offence” and for more information:
[admissions-policy-2324 \(uclan.ac.uk\)](https://uclan.ac.uk/admissions-policy-2324)
19. The University Admissions team will contact you if further information is required. The University will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements.
20. If you commit a relevant offence whilst you are a student, you will need to tell your research programme leader at the earliest opportunity. In the most serious cases this may result in the University requiring you to withdraw from your research programme and/or the termination of your enrolment with the University.

Changes to research programmes and services

21. The University will use all reasonable endeavours to deliver your research programme and the related educational and other services and facilities required for your research programme in accordance with the description applied to it for the academic year in which you began the research programme.
22. The University will be entitled to make reasonable changes to a research programme or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the research programme. Such changes may be to:
 - (a) supervision or training arrangements;
 - (b) the content and syllabus of the research programme;
 - (c) the timetable or location at which the research is undertaken;
 - (d) the way in which probation/progression review assessment is carried out;
 - (e) the structure and/or timing of the academic year;
 - (f) the method of delivery of the research programme, services and facilities; and/ or
 - (g) the assessment process.
23. In making any changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your research programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the research programme, move to another research programme and, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the University’s Student Protection Plan:
[student-protection-plan-2324 \(uclan.ac.uk\)](https://uclan.ac.uk/student-protection-plan-2324)

Events Outside of Our Control

24. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care (“**Events Outside of Our Control**”) mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the research programme, related educational and other services and facilities as described.
25. Examples of Events Outside of Our Control include (but are not limited to):

- (a) industrial action by the University's staff or third parties;
- (b) the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff to provide adequate research supervision;
- (c) power failure;
- (d) acts of terrorism;
- (e) pandemics, epidemics and other threats to public health;
- (f) fire;
- (g) severe weather conditions;
- (h) natural disasters;
- (i) political or civil unrest;
- (j) damage, interruption or lack of access to buildings, facilities or equipment;
- (k) the acts or delays of any governmental or local authority;
- (l) legal or regulatory changes, including changes to government guidance; and/ or
- (m) withdrawal by any government or local authority of any necessary licence.

26. Where Events Outside of Our Control occur, the University will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:

- (a) offering the opportunity where reasonably possible to move to another research programme;
- (b) deferring the start date for the research programme;
- (c) delivering the research programme in a different way, from another location or online, or at another time;
- (d) delivering a modified version of the same research programme;
- (e) providing you with a replacement supervisor, which if necessary, may be based in another department or another institution;
- (f) assisting you to transfer to another institution to complete the research programme at; and/ or
- (g) delivering other services and facilities in a different way, from a different location or online.

27. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and the University will follow its Student Protection Plan ([student-protection-plan-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/student-protection-plan-2324)) Alternatively, you may make a complaint under the University's Student Complaints Procedure ([student-complaints-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/student-complaints-2324)).

28. Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a research programme, the University will follow its Student Protection Plan ([student-protection-plan-2324 \(uclan.ac.uk\)](https://www.uclan.ac.uk/student-protection-plan-2324)).

29. Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable 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.

Requirements for EU and overseas students

30. Students from the EU will need to demonstrate settled or pre-settled status in order to take up a place at the University for 2022-23 or may need a student visa to take up a place at the University.

31. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at: <https://www.gov.uk/browse/visas-immigration/student-visas>. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

Data protection

32. You can find out more about how the University handles student data and your rights in relation to data protection in our student privacy notice, a copy of which can be found on our website at:
[Privacy notices - UCLan](#)

Intellectual property

33. In the interest of encouraging innovation, entrepreneurship, and development of new ideas by its students, the University does not assert ownership over intellectual property rights developed, made or created by its students in the course of their study or research at the University, except in the circumstances set out in the Intellectual Property Regulations, a copy of which can be found on our website at:
[intellectual-property-2324 \(uclan.ac.uk\)](#)

Complaints

34. Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the Head of Admissions. Further information can be found in the Admissions Policy & Applicant Complaints Procedure, which is available at:
[admissions-policy-2324 \(uclan.ac.uk\)](#)
35. The University has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found at:
[student-complaints-2324 \(uclan.ac.uk\)](#)

General

36. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
37. 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.
38. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

Cancellation rights

RIGHT TO CANCEL

39. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.
40. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to uclanadmissions@uclan.ac.uk or ia@uclan.ac.uk if you are an international student.
41. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

42. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
43. The University will make the reimbursement 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.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

44. If you cancel the contract after the statutory cancellation period has expired, The University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out at paragraph 4 above.

RESEARCH PROGRAMMES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

45. If your research programme is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period, you may be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation.

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to UCLAN Admissions Office at University of Central Lancashire, Preston PR1 2HE, or send it by email to uclanadmissions@uclan.ac.uk or ia@uclan.ac.uk if you are an international student.

I hereby give notice that I wish to cancel my contract with the University to study a research programme commencing in [(month)] [(year)].

Name of student:

Student number:

Research programme title:

Date you accepted your offer:

Address of student:

Signature of student:

Date: