



UNIVERSITY CENTRE TERMS AND CONDITIONS
FOR LIVERPOOL HOPE STUDENTS

1. INTRODUCTION

The Holy Cross [Admissions Policy and Appeals Procedure](#) contains information relating to the process of applying to Holy Cross University Centre (HCUC). If you decide to accept an offer from Holy Cross College (“the College”) for a Liverpool Hope University (“the University”) award, a contract will be formed between you, the College and the University.

The College is committed to supporting you to achieve the best possible academic outcome. We believe that it is important that you fully engage with your programme to ensure that you have every opportunity to succeed. The College’s pledge to you and the expectations required from you are set out in the [Student Charter](#).

During the enrolment process you will sign a Declaration of Engagement. This declaration makes it clear that you are expected to progress your own academic studies. This will include committing to the full obligations of everything set by your tutors, submitting work when required to do so, meeting University deadlines and attending all scheduled classes. In the blended learning model, you will also be expected to engage with online tasks and learning. It is your responsibility to seek help or raise concerns with your Support Tutor if you are having difficulty in any area of your academic or pastoral life.

We expect you to attend all of your timetabled learning activities and to advise us as soon as possible if circumstances arise which affect your ability to do so in accordance with the University’s Regulations. We reserve the right to ask you to repeat or withdraw from your studies on academic or attendance grounds in accordance with the [University’s Regulations](#).

Your rights and obligations to the College (and the University) and their respective obligations to you arising under that contract are set out in the documents listed below which form the terms and conditions of your student contract.

- a. Your offer letter;
- b. a Declaration of Engagement;
- c. the [Student Guide to Rules and Regulations](#);
- d. a [Data Collection Notice](#);
- e. the [subject leaflets](#);
- f. the [Student Handbook](#) on the Holy Cross website.

A summary of some of key terms and conditions are set out below.

2. CHANGES TO A PROGRAMME

The University is continuously developing, refining and improving its services and courses, and introducing new options for the benefit of its students. This may be to reflect student feedback or matters of academic judgement or expertise, to accommodate changes or developments in learning theory or practice or teaching practices or facilities, or to keep courses and areas of study current. This may lead to changes in the terms, content or delivery of the University’s courses from those set out in Subject Leaflets, the prospectus or website.

In circumstances where there is no material disadvantage to you or when it is solely for your benefit, the University reserves the right to make minor variations to the contents or methods of delivery of courses from those described in the prospectus or other promotional material. Such changes will take account of the reasonable expectations of prospective and current students.

In circumstances where it is necessary to make a material change to your course (likely to have a significant impact on your studies as reasonably determined by the University), we will consult with you before final decisions are made and consider your concerns (subject to the paragraph below). We will assess these against the needs of the wider student body. If you are unhappy with the material change(s) to your course, you may cancel the Contract and withdraw from the course.

The paragraph above shall apply except where the change is required for regulatory or legal reasons, or on account of events beyond the University’s control (see clause 1.4 below), in which case the College will notify you of this as soon as possible and try to minimise any adverse impact on you.

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There are also occasions when the University may continue to offer a course to applicants, but its content may be significantly different from the description of the course in its prospectus or other promotional material as the quality and scope of courses are improved. In such cases, the College will contact applicants to let them know and will do everything possible to offer a place on an alternative course if the changes mean that the course no longer meets their needs. Applicants who have accepted an offer would also have the opportunity to withdraw from the course.

3. SUSPENSION OF COURSES PRIOR TO REGISTRATION

The College makes every effort to provide the courses that have been advertised. There are occasions, for reasons beyond its control, or when numbers are so low, that the student experience would be diminished, when it is not possible to deliver a course in a given academic year for which the College has made offers. In such cases, the College will make every possible effort to offer you a place on an alternative course at the College or release you to allow you to seek an alternative course at Liverpool Hope University or another university.

4. DISCONTINUING A COURSE POST REGISTRATION

The College has a [Student Protection Plan](#). This plan sets out what the College will do if there is a risk to preserving continuity of study for you. If your course is discontinued once you have already started and we are unable to complete delivery of the course, we will inform you as soon as is reasonably possible. In such circumstances we will endeavour to offer the course for a reasonable amount of time to ensure teach out. If this is not possible, the College will use all reasonable efforts to transfer you to a suitable alternative university course for which you are qualified. If the College is unable to provide a suitable alternative or if you are unhappy with the recommended alternative course, you may cancel the Contract and withdraw from the course. The College has a Refund and Compensation Policy that operates in these situations.

5. EVENTS OUTSIDE OF OUR CONTROL

The College and the University shall not be liable to you for events outside of their control which it could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes, other industrial action, staff illness, over or under demand from students, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, natural disaster, restrictions imposed by government or public authorities, significant changes to our funding or government higher education policy; epidemic or pandemic disease, or failure of public utilities or transport systems.

Should any such circumstances arise, the College reserves the right to change or cancel parts or all, of your course. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

6. FEES

Once you have registered as a student, we raise a tuition fee invoice for the full academic year and you are liable for this payment. You are also responsible for the timely payment of your tuition fee and any additional costs that you may incur (such as library fines or fieldwork costs).

The tuition fees are set out at the following link:

<https://www.holycross.ac.uk/university-centre/funding/#page-2>

or you may contact the Student Finance office by email: finance@holycross.ac.uk or alternatively by telephone: 0161 762 4500.

Tuition fees may be subject to an annual increase for subsequent years and details will be published on the above websites. The College reserves the right to increase tuition fees in response to changes in government policy and / or changes in the law. In addition, tuition fees may be subject to increases in

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line with inflation, to reflect the University's costs of delivering its courses. If we decide to increase fees, the College will aim to notify you in writing as soon as possible.

If you make an agreement to make payments by instalments on agreed dates, you must make payment on or before those dates without further notification from us.

If you do not pay your tuition fees in full or on time, the College may take action against you and this is set out in the [Tuition Fee Policy](#). As a result, you may not be allowed to progress on your Programme or your studies at the College may be terminated. The College 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 College may take action to recover those sums. This may include withholding any service for which you owe money (for example, if you do not pay library fines you may not be allowed to access the Library or use some or all of its facilities) or taking legal action against you.

If you decide to defer, you will be charged the tuition fee applicable for the year you commence your Programme.

If you withdraw in the final term, your fees will not be refunded. Further details of the Tuition Fee Refund Policy together with policies can be found in the [Tuition Fee Policy](#).

7. YOUR RIGHT TO CANCEL

You can cancel your place by contacting universityadmin@holycross.ac.uk at any time before you have enrolled or within 14 days of your acceptance of the place, if that is later.

If you decide to withdraw from the College and cancel the contract, you are advised to speak to your College Support Tutor who can give you advice as to the available options. If you decide to proceed with withdrawal (after the 14-day cancellation period as set out above) you must complete an interruption or withdrawal from studies form as you will remain liable for your fees for the remainder of the academic session until this has been done. The amount of fees you have to pay after your withdrawal will depend on the date you withdraw. Your end date is your last day of attendance, not the date your withdrawal form is completed. Your last day of attendance will be the date communicated to the SLC to ascertain the amount of maintenance loan to which you are entitled.

8. INTELLECTUAL PROPERTY

Where you are registered on any Course at the University and where you are not considered to be an employee of the University, you will own all intellectual property ("IP") that you create and/or develop while you are studying at the University, subject to the exceptions below.

Exceptions to your sole ownership of intellectual property:

- a. Where you generate IP as part of an activity where a third party requires ownership (e.g. where on placement your host requires ownership, or where you are sponsored and your sponsor requires ownership);
- b. where you generate IP that builds upon existing IP generated by employees of the University;
- c. where you generate IP that you jointly create and/or develop with employees of the University.

9. LIVERPOOL HOPE STUDENT'S UNION

The Liverpool Hope Student's Union (LHSU) is a separate organisation from the University. Except to the extent required by law, the University is not responsible for the acts or omissions of the LHSU, whether taking place on campus or elsewhere. When you register as a student with the University, your details will be passed to LHSU and you will automatically become a member. However, you have the option to opt out at the outset or during the course of your studies. Please contact unionmanager@hope.ac.uk if you wish to opt out. If you choose not to be a member of LHSU, you will not be unfairly disadvantaged. However, you will be prevented from voting in meetings, elections or referenda of LHSU.

10. CRIMINAL CONVICTIONS

All applicants are required to make a disclosure in relation to any criminal convictions they have (both spent or unspent). Having a criminal record will not necessarily bar applicants from becoming a student. However, a risk assessment will be necessary to ensure Holy Cross 6th Form College and University Centre (HC&UC) meets its safeguarding responsibilities in relation to children and vulnerable adults, considers the risk to the HC&UC community and makes an appropriate assessment in relation to the personal qualities and professional standards expected. Assessment of disclosure forms part of the admissions process and can affect whether or not the University Centre (UC) will offer a place.

Our Policy on [Applicants with Criminal Convictions](#) contains further information.

11. DATA PROTECTION

The College and University will collect a range of information about you as part of the application and registration procedures and in relation to your academic progress. The College, the University and organisations we work with to deliver our programmes will use this to support you on your programme and for the administration and management of the College and University.

The College and University collects and processes your personal data for the following reasons:

- a. in order to make admission decisions;
- b. to improve the student experience;
- c. to provide information and education to you;
- d. for administration, health, safety, welfare and security reasons;
- e. Award purposes

The College's *Data Collection Notice* is available [here](#).

The University's *Privacy Statement* is available [here](#).

We are also required to disclose your personal data to statutory bodies including, for example Higher Education Statistics Agency (HESA), the Office for Students (OfS) and the Office of the Independent Adjudicator (OIA). Some of your personal data may, because of its nature, be sensitive in the definition in the General Data Protection Regulations.

12. STUDENT DEVELOPMENT AND WELL BEING

If you have a disability, the College and University will seek to support you whenever possible and reasonable to do so. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity. We would normally document the support to be provided. Even if you have already disclosed a disability, please make sure you contact the Student Development and Well-being Team on T: 0151 291 3427 E: sdw@hope.ac.uk before you accept any offer of a place in order to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability or to limit that disclosure you may not be able to access the full range of support available.

13. TERMINATION

The contract and relationship between you and us will end if:

- a. you withdraw from the College;
- b. you are required to withdraw or your studies are terminated in accordance with the Student Code of Conduct and Disciplinary Procedure, subject to your right to appeal under these procedures;
- c. you are required to withdraw as a result of a decision reached by the Progression and Award Board regarding your academic performance, subject to your right to appeal under these procedures;
- d. you fail to attend in accordance with the University regulations;
- e. you fail to pay your tuition fees in accordance with the fees policy;

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- f. between accepting an offer and starting your Course there is a change in your circumstances and you are no longer eligible to take up your place of study subject to your right to appeal under the [Admissions Policy and Appeals Procedure](#);
- g. your circumstances change and you are no longer able to comply with the policies, rules and regulations, and requirements of the University as summarised in the Student Guide, subject to your right to appeal under the relevant procedures;
- h. we find that you have provided us with inaccurate, incomplete, false or misleading information or you have failed to provide us with all relevant information, relating to your application to study on the Course. This is subject to your right to appeal under the relevant College procedures;
- i. your behaviour represents a significant risk to the health, safety or welfare of yourself or others as detailed in any applicable University Fitness to Practise Procedure and University Fitness to Study Policy, subject to your right to appeal under these policies;
- j. you are convicted of an indictable offence in the UK or an equivalent offence of any other country;
- k. we withdraw you from your Course for any reason as permitted by the University Regulations and Policies.

14. LIABILITY

The College will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe you by law. This liability may be limited by extent that such failure is attributable to your own fault and / or the fault of another party.

Nothing shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.

Subject to the above, our liability to you for all other loss or damage suffered by you shall be limited to 150% of the total sums paid by you to the College whilst registered on your course.

15. GENERAL

If any section of this contract is or becomes void or unenforceable, it will not affect the validity or enforceability of the other sections of this contract.

This contract is personal to you. A person who is not party to the contract (including without limitation any party that is responsible in whole or part for your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

Failure to enforce any of the sections in this contract will not constitute a waiver of any section and will not affect our right to enforce that or any other section.

You will be responsible for informing us of any changes to your contact details. Any notices or information sent to the last email and postal address provided by you will be deemed to have been properly given.

This contract shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales.

16. QUESTIONS ABOUT YOUR STUDENT CONTRACT

When you have reviewed the information provided, you may direct any questions about your Student Contract to the Director of the University Centre before you accept.

17. IF THINGS GO WRONG

If you have a complaint about the College and it relates to your application, you should follow the Applicant Appeals and Complaints Procedure.

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If you have a non-academic complaint, please refer to the [Non-Academic Complaints Procedure](#).

If you have an academic complaint, please refer to the Academic Appeals Procedure which is included on the [University Student Complaints Procedure page](#).

These procedures are intended to resolve any complaints by you as promptly, fairly and amicably as possible. If, having followed the Complaints Procedure to completion, you remain dissatisfied; you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (<http://www.oiahe.org.uk/>).

18. RELATED POLICIES

Other relevant policies include:

- [Admissions Policy and Appeals Procedure](#)
- [Tuition Fee Policy](#)
- [Student Protection Plan](#)
- [Applicants with Criminal Convictions Policy](#)
- [Data Collection Notice](#)
- [Student Guide to Rules and Regulations](#)

19. AMENDMENTS

The College may have to amend policies and procedures from time to time. The website will be kept up to date to reflect this. If we amend anything that materially impacts on your study, we will let you know and, where appropriate, involve you or your representative(s) in a consultation process. Policies and procedures will only be changed with the knowledge and approval of the Core Leadership Team and/or Governing Body of the College.