

Conditions of Offer and Enrolment 2019/20

Responsibility for Policy:	Registrar and Deputy Chief Executive
Relevant to:	LJMU applicants
Approved by:	Recruitment Policy Panel and Academic Planning Panel November 2016
Responsibility for Document Review:	Registrar and Deputy Chief Executive, Academic Registrar, Director of Student Recruitment & Admissions
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Next Review Date:	May 2020

RELEVANT DOCUMENTS

Student regulations
Student handbook

RELATED POLICIES & DOCUMENTS

Admissions Policy

Successful study at LJMU stems from a partnership between applicants, students and staff, and we are committed to providing you with a learning environment and student services which enable you to fulfil your potential. To find out more, please read our [Principles of Partnership](#)

Underpinning this partnership, LJMU has a supportive set of regulations, policies and procedures, and these, along with your Conditions of Offer and Enrolment, form the contract between you and LJMU in relation to your application and studies at the University. To find out more, please read our [Principles of Partnership](#).

These regulations, policies and codes of conduct are designed to protect and maintain the academic quality of your degree and your rights and responsibilities while you are a student of the University. Our academic regulations ensure that you and all other students are treated fairly – from the moment you apply to being accepted on to a course at the University, through to assessments and the qualification that you are awarded.

This document sets out in detail the relationship between you and LJMU. You may have other contractual arrangements (such as your accommodation or student funding from the Student Loans Company) which will be the subject to different rules, regulations and obligations.

By applying to or completing your enrolment at LJMU, you agree to abide by these regulations, policies and procedures. That's why it is really important that you read your conditions of enrolment really carefully so that you understand what is expected of you and what you can expect from the University. Your [Student Handbook](#) also has more information about life at the University, plus explanations of key regulations, policies and procedures.

Remember: It is your responsibility to read and make sure you understand your Conditions of Enrolment plus the University's regulations, policies and procedures.

We have tried to make this document as user friendly as possible but if you don't understand anything or have any questions, please contact

For Admissions/ Offers:
Course Enquiries
t: 0151 231 5090
e: courses@ljmu.ac.uk

For Enrolment:
The Student Registration Helpline:
t: 0151 231 3289
e: studentregistration@ljmu.ac.uk

Conditions of Offer and Enrolment

In consideration of your acceptance of the offer of a place and subsequent enrolment as a student at Liverpool John Moores University (“the University”) you agree as follows:

Payment of fees

1. The fees for your course, together with details of any proposed annual increases, will be as set out in the [undergraduate fees factsheet](#)
2. It is your obligation to make arrangements at the beginning of your course for the payment of your fees.
3. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either
 - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
 - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
 - you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount.
4. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is uploaded via the [Before You Arrive Website](#) when you complete Student Registration or as soon as possible thereafter. You should contact The Student Registration Helpline if you have any queries.
5. If you are enrolling on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
6. If you are self-funding and have to pay your own fees, payment can be made via using the [online payments system](#)

Accuracy of information

7. By accepting the offer of a place or signing the declaration at the end of the enrolment form 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 or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you.

Communications to and from the University

9. As an applicant all key information will be sent to you via your email address you provided on your application form. Once enrolled you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail 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.

University Regulations

10. You agree to comply with the provisions of all the [University’s Ordinances, Regulations, Rules, Codes, Policies and Procedures](#) that apply to applicants and enrolled students from time to time (“the Regulations”).
11. Key provisions of the Regulations of which you should be aware include:
 - (a) The University’s expectations as regards student attendance, academic due diligence, and academic progress, as set out in the [Student Handbook](#). Failure to meet these expectations may mean that you are not permitted to progress on your course.
 - (b) The University’s rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the [Academic Misconduct Policy](#). Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
 - (c) The University’s rules regarding payment of sums due to the University, can be found in the [Tuition Fee Policy](#). 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 rules governing criminal convictions are set out in the [Applicant and Student Criminal Conviction Policy](#). This sets out the University’s expectations

- of when criminal convictions need to be disclosed and the action it will take following disclosure which may include in extreme cases expulsion from a programme of study.
- (e) The University's expectations of student behaviour, are set out in the [Student Code of Behaviour and Disciplinary Procedures](#). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
 - (f) The University's [Fitness to Study Policy](#) 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.
 - (g) The University's rules governing fitness to practise, are set out in the [Fitness to Practise Policy](#), which apply to students on professionally regulated courses 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.
 - (h) Applicants that have accepted their offer on a professional course will be required to undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.

Changes to University Regulations

12. The University reserves the right to add to, delete or make reasonable changes to the Regulations 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 Regulations to ensure they are fit for purpose;
 - (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;

- (c) To incorporate sector guidance or best practice;
 - (d) To incorporate feedback from students; and/or
 - (e) To aid clarity or consistency of approach.
13. 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 it 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 Regulations before they take effect, or by phasing in the changes, if appropriate.
 14. The updated Regulations 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

15. The University is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs in accordance with its [Disability Policy \(Students\) – Provision of Support](#)

Disclaimers

16. The University will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:
 - (a) industrial action by University staff or third parties;
 - (b) the unanticipated departure or absence of key members of University staff;
 - (c) power failure;
 - (d) acts of terrorism;
 - (e) damage to buildings or equipment;
 - (f) the acts of any governmental or local authority; or
 - (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
17. In these circumstances, the University will take all reasonable steps to minimise the resultant

- disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.
18. The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. Such changes may be to:
 - (a) the content and syllabus of programmes, including in relation to placements;
 - (b) the timetable, location and number of classes;
 - (c) the content or method of delivery of programmes of study; and
 - (d) the examination process.
 19. In making any changes under paragraphs 16 and 18, 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 course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.
 20. The University has a [Student Protection Plan](#) in place that provides more information about our responsibilities to you and to the protection of both the quality and continuation of study in the event of changes to your programme of study.
 21. The University does not exclude or limit in any way its liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.
 22. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Data Protection

23. Liverpool John Moores University (LJMU) needs to obtain and process certain information about our students to allow us to register students, organise programmes, and to carry out other essential university activities.
24. The University cannot exercise its responsibilities and fulfil its education, training and support obligations to its students without holding and using this personal data. We process your personal data for recruitment, admission, enrolment, the administration of programmes of study and student support and associated funding arrangements, monitoring performance and attendance, supervision, assessment and examination, graduation and alumni relations, advisory, pastoral, health and safety, management, research, statistical and quality purposes.
25. The information we collect is stored safely and securely, used fairly, and not disclosed to any other person unlawfully. The University takes data protection very seriously and complies with the General Data Protection Regulation 2016/679 and the Data Protection Act 2018.
26. The University and all staff or others who process or use any personal information must ensure they follow the University's Data Protection Policy. You can find further information and a copy of the [Data Protection Policy](#) or in your [Student Handbook](#). If you have any questions about the University's data protection procedures you can contact the Data Protection Officer at DPO-LJMU@ljmu.ac.uk or Tel: 0151 904 6134
27. We also process applicant and student data to meet our legal and regulatory obligations. These may include submission of statistical returns to government or its agencies, including the Office for Students, the Higher Education Statistics Agency (HESA), the Student Loan Company (SLC), the Education and Skills Funding Agency (ESFA), or other equivalent bodies from other countries. **Please read the [Student Collection Notice](#)** which will explain how HESA also collect and share your information.
28. We do not release student information to any third parties outside of the University unless we have your consent, a legal obligation to do so or in very limited and specific circumstances. As a Tier 4 licensed sponsor we may be required to give information to the UK Visas and Immigration Agency (UKVI) about students with visas to study. Our sponsorship duties

- include informing the UKVI if a student fails to register, withdraws, or fails to attend classes and hand in work.
29. We disclose your personal data to other third parties only with your consent, or if requested by an organisation with a statutory function, such as the police, in a case where non-disclosure would prejudice law enforcement; or to meet a statutory or regulatory obligation e.g. council tax or benefit claim; a court order; in a medical emergency, where there is a legitimate interest, or otherwise, in accordance with the University's Notification with the Information Commissioner's Office (ICO), Registration Number Z5616967, and the terms of the General Data Protection Regulations 2016/679 and the Data Protection Act 2018.
 30. LJMU cannot release any information to parents, or other sponsors, without your consent or in very particular circumstances around the protection of health as outlined in the General Data Protection Regulation 2016/679 and/or the Data Protection Act 2018. Where parents or sponsors pay tuition fees, this does not give them a right of access to your personal information. All necessary information will be issued to you, the student, directly. It is then your responsibility to pass relevant information onto your parents or sponsors. In some particular cases the University may ask you to sign an agreement to seek your permission to provide information directly to a sponsor, e.g. an employer. In this event you are giving your consent for the University to provide this information directly to the sponsor.
 31. LJMU cannot reveal personal information about students to other students. Within the terms of the General Data Protection Regulation 2018 the University discloses student information to a variety of recipients including (but is not an exhaustive list):
 - Employees and agents of the University (on a strictly need-to-know basis)
 - Local Authorities (e.g. council tax and other benefit purposes, including fraudulent claims).
 - Relevant government departments and other public bodies to which the University has a statutory obligation to release information, including the Student Loan Company; funding councils; the Higher Education Statistics Agency (HESA); and the Quality Assurance Agency (QAA).
 32. LJMU will release information to other bodies if they have a statutory right of access, if the University has a data sharing agreement with them, such as the Students Union, or if those bodies can successfully demonstrate that they require the information for certain purposes, such as:
 - The detection and prevention of a crime
 - The apprehension or prosecution of an offender
 - The assessment or collection of any tax or duty or any imposition of a similar nature
 - Or establishing whether you are "fit to practice" or for a work placement for example in Health or Social Care, or working with children or vulnerable adults. (Some placements may be situated outside the EEA).

These bodies may include: the Police and Security Services, Her Majesty's Revenue and Customs, the Home Office and UK Visa & Immigration Agency, the Department for Work and Pensions, Local Authorities, Health Authorities, and similar.
 33. Only certain University staff are authorised to make such releases in accordance with the General Data Protection Regulation 2016/679.
 34. The University has a data sharing agreement with Merseyside Police where personal data of students can be shared when crime detection or prevention can be aided by its release.
 35. The University has a data sharing agreement with the John Moores Students' Union (JMSU) for membership purposes. You automatically become a member of the Students' Union once you enrol at the University, unless you have opted out of doing so. This transfer of information will enable you to make use of the Student Union's services more quickly and easily to enable it to verify your eligibility to join clubs and societies, vote in its elections and to provide support to you and other contact and essential updates. If you would prefer that your information is not shared with the Students' Union in this way you can opt out on your registration or enrolment form or contact the Data Protection Officer at any time at DPO-LJMU@ljmu.ac.uk or Tel: 0151904 6134.
 36. The University publishes student names in the graduation brochure. However students have the right to indicate that they do not wish their names to be included in the brochure by writing to Academic Registry.
 37. If you have disclosed a disability this information will be disclosed to only those who

- need to know and so that any reasonable adjustments can be made for your benefit. Some disability information is anonymised for statistical purposes.
38. The University will only disclose sensitive personal data (age, disability, gender reassignment, marriage or civil partnership (in employment only); pregnancy and maternity; race; religion or belief; sex; sexual orientation) where there is a legal basis for doing so and always in compliance with the General Data Protection Regulation 2016/679.
 39. Students who support our quality processes as a student representative or panel member will be expected to abide by the General Data Protection Regulation 2016/679.
 40. Data will only be used for the reasons specified at the point data is collected. Students will receive the information on the purposes for which the University processes personal data at the point of offer and on completion of registration.
 41. The University's Registration Number is Z5616967. You can also seek any information about data protection and your rights from the Data Protection Officer at DPO-LJMU@ljmu.ac.uk or Tel: 0151 904 6134
 42. You have the right to find out what personal data we hold about you, where it came from, why we hold it and what we do with it, how long we keep it and to whom we may disclose it. You have a right to correct inaccurate data. If you wish to request a copy of your personal information held by the University please contact the Data Protection Officer at DPO-LJMU@ljmu.ac.uk or Tel: 0151 904 6134
 43. Students are responsible for checking that any personal data they provide to the University is accurate and up to date and must inform the University without delay of any changes to the information they have provided.
 46. 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.

General

44. 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.
45. 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.

At enrolment you will be asked to sign the enrolment form to declare that you have read and understood the terms and conditions set out above.