

# UNIVERSITY OF LIVERPOOL

## PROGRAMME TERMS AND CONDITIONS FOR ONLINE STUDY

This contract sets out the terms and conditions between the University of Liverpool, Kaplan Open Learning (Liverpool) Limited and students on programmes delivered online in partnership between the University of Liverpool and Kaplan Open Learning (Liverpool) Limited, which lead to an award of the University of Liverpool.

You should review these terms and conditions and the documents detailed within them carefully before accepting any offer made by or on behalf of the University of Liverpool and Kaplan Open Learning (Liverpool) Limited.

The University of Liverpool is an exempt charity, incorporated and registered in England and Wales as a Royal Charter Company with company number RC000660, whose address is the Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX.

Kaplan Open Learning (Liverpool) Limited is an affiliate college of the University of Liverpool, established to deliver University of Liverpool programmes online in partnership with the University of Liverpool, incorporated and registered in England and Wales with company number 11979168, whose registered office is Palace House, 3 Cathedral St, London SE1 9DE.

Copies and alternative formats may be obtained from the Student Administration and Support Division on request.

## Glossary:

When the following words with capital letters are used in these terms and conditions, this is what they mean:

**Cancellation Period** means any time up until 21 days from the Start Date of a Programme;

**Credits** means a unit that gives weight to the value, level or time requirements of a Programme;

**Full Tuition Fees** means the total tuition fees payable to complete the requisite number of Credits for a Programme;

**Indicative Study Duration** means an indication of the standard length of time it takes to complete a Programme, as set out in our postgraduate tuition fees pages on the University of Liverpool Online Programmes Website;

**Kaplan** means Kaplan Open Learning (Liverpool) Limited, an affiliate college of the University of Liverpool, incorporated and registered in England and Wales with company number 11979168, whose registered office is Palace House, 3 Cathedral St, London SE1 9DE;

**Maximum Period of Registration** means the maximum period in which your Programme must be completed. This can be found in our Code of Practice on Assessment;

**Net Tuition Fees** means the tuition fees payable by you to study on your chosen Programme after deduction of approved discounts and/or scholarships (if any), as shown in your offer letter;

**Programme** in these terms and conditions means a programme of study delivered online in partnership between the University and Kaplan, which leads to an award of the University;

**Start Date** means the date on which the Programme you have accepted a place on commences;

**University** means the University of Liverpool, an exempt charity, incorporated and registered in England and Wales as a Royal Charter Company with company number RC000660, whose address is the Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX; and

**University of Liverpool Online Programmes Website** means the web pages at <http://online.liverpool.ac.uk>

## 1. Your contract with the University and Kaplan

- 1.1 Upon acceptance of an offer of a place on a Programme you enter into a legally binding contract with both the University and Kaplan, which will commence immediately.
- 1.2 The terms and conditions included in this document, together with the documents listed in sections 1.4 and 1.5 below, constitute the terms of the contract, which apply between the University, Kaplan and you in connection with your Programme and the educational services and facilities provided to you in connection with your Programme. The contract will continue to apply throughout your registration on your Programme, but may be terminated earlier in accordance with either section 7 or 8 below.
- 1.3 This contract sets out which aspects of delivery of your Programme and the associated educational services and facilities Kaplan is responsible for, which aspects the University is responsible for and which aspects are jointly provided by both the University and Kaplan.
- 1.4 By accepting an offer of a place on a Programme, you also accept and agree to be bound by:
- your offer letter
  - the terms of this document
  - the University's instruments and articles of government
  - the University's regulations, policies and procedures
  - all rules and regulations relating to your Programme, as found in the Student Handbook, your Programme Handbooks, Programme Specifications and Module Specifications
  - any additional agreement that is required as part of your Programme; and
  - the other documents referred to in these terms and conditions.

All of these documents can be found on the University of Liverpool Online Programmes Website and, unless otherwise agreed, the latest versions of these documents will apply.

- 1.5 In particular, you accept and agree to be bound by:
- 1.5.1 All [Statutes](#), [Ordinances](#), Regulations, Rules, Policies and Codes of Practice of the University and/or Kaplan, as they may be updated from time to time, including and where appropriate, but not exclusive to the ones listed on the University of Liverpool Online Programmes [Website](#).
- 1.5.2 Where appropriate, all eligibility requirements of the relevant professional accreditation and/or regulatory body for your Programme.
- 1.6 Kaplan and the University, acting together, may change this document, any one of the above regulations, policies, procedures or codes of practice, or any other elements of your contract from time to time in order to ensure that it operates efficiently for students, is consistent with best practice and/or complies with any legal or regulatory requirements. Kaplan will ensure that any important changes to these documents are notified to you as soon as possible.

## 2. Application and admission

- 2.1 The University and Kaplan believe in treating each application individually on its own merits. In order to help applicants and their advisors to understand how the University and Kaplan approach admissions, they have produced an Admissions Policy for study on the Programmes. This can be found on the University of Liverpool Online Programmes [Website](#).
- 2.2 The Admissions Policy provides information on various aspects of admissions, including roles and responsibilities, the principles applied in arriving at admissions decisions, a description of the admissions process, and what applicants should do if they feel they have grounds for complaint or appeal.
- 2.3 The offer letter will be emailed to you and will contain a link to the online acceptance form. Submission of the online acceptance form constitutes your agreement to these terms and conditions. By submitting the online acceptance form, you are formally accepting your place on the Programme and the Start Date as set out in your offer letter, at which point a contract will come into existence between you, the University and Kaplan.
- 2.4 You may end this contract and will not be charged any Net Tuition Fees (or obtain a full refund if you have paid them) at any time during the Cancellation Period. Please see section 7.3 for further details.
- 2.5 Whilst both the University and Kaplan will do everything reasonably possible to provide the Programmes as advertised in any prospectus or other promotional material, there are occasions, for reasons beyond the University's and/or Kaplan's control, when it is not possible to deliver a Programme for which offers have been made as originally scheduled. In such cases, the University and Kaplan will make every possible effort to either offer you a place on an alternative Programme offered online by the University and Kaplan, agree with you to defer your start until the next intake module for your Programme or if neither of these options are feasible to help you find a similar programme at another university.
- 2.6 There are also occasions when the University and Kaplan may continue to offer a Programme, but its content may be significantly different from the description of the relevant Programme in any prospectus or other promotional material. In such cases, Kaplan will contact applicants to let them know and will do everything reasonably possible to offer you a place on an alternative Programme if the changes mean that the Programme no longer meets your needs.
- 2.7 If you have a complaint about admission to a Programme then you may invoke the Admissions Appeals and Complaints Policy. This Policy sets out how you may seek to have your complaint addressed. Kaplan will be your initial point of contact for any complaint relating to admission to your Programme. You can call us on +44 (0)151 318 4466, or write to us at [enquiries@study-online.liverpool.ac.uk](mailto:enquiries@study-online.liverpool.ac.uk) or by post to Kaplan Open Learning (Liverpool) Limited, City Exchange (4<sup>th</sup> Floor), Albion Street, Leeds LS1 5AT.

### 3. Your Programme

- 3.1 You will be provided with education services (including teaching, learning and, where applicable, research opportunities and assessments) and related activities which are considered appropriate for your Programme. Details will be provided to you in the relevant form on or after your registration as a student.
- 3.2 You need to participate fully in your Programme and take responsibility for your own learning. This will include attending and taking part in teaching, learning and/or research events included as part of your Programme; engaging with the online faculty, as appropriate; making proper use of all available resources; and preparing and submitting assessed work on time.
- 3.3 The University, in co-operation with Kaplan in relation to the Programmes, is continuously developing, refining and improving its services and programmes, and introducing new options, programmes and modules 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 programmes, practices and areas of study current. This may lead to changes in the terms, content or delivery of the Programmes from those set out in any prospectus or on any website.
- 3.4 If there is a significant change to your Programme, you will be consulted with in advance of the change, except where the change is required for regulatory or legal reasons, or on account of events beyond the University's and/or Kaplan's control, in which case you will be notified of this as soon as possible and the University and Kaplan will try to minimise any adverse impact on you.
- 3.5 The University has developed a Student Protection Plan, approved by the Office for Students, which can be found on the University of Liverpool [Website](#).
- 3.6 You have the right to request a suspension of your studies, a transfer of your Programme, or a withdrawal from your Programme, at any time. A suspension and/or transfer of programme will be subject to academic approval and any decision made will be subject to completion of your Programme within the Maximum Period of Registration. You should be aware that programme registration changes are likely to have financial implications and so it is important that you seek the correct advice. Further information on registration changes can be found in the Code of Practice on Assessment, which is available on the University of Liverpool Online Programmes [Website](#).
- 3.7 Programmes must be completed within the Maximum Period of Registration. There is no automatic right to continue studying beyond the Maximum Period of Registration. The University may, in its discretion, grant an extension to the Maximum Period of Registration.
- 3.8 Programmes are not transferable between students.
- 3.9 Students must not make their online passwords available to any third parties.
- 3.10 Kaplan may update or require you to update digital content (such as software or an eBook), provided that the digital content shall always match the original description.
- 3.11 You acknowledge that in some countries, states or other jurisdictions, the Programme and/or the mode of online delivery of the Programme might not be recognised by the relevant authorities

and/or other third parties. It is your responsibility to confirm whether or not your chosen Programme and/or the mode of online delivery of the Programme will be fully recognised in your country, state and/or jurisdiction, and/or in the countries, states or jurisdictions where you wish the Programme to be recognised. No refunds of Tuition Fees will be made on the basis of either the Programme and/or the mode of online delivery not being recognised by the relevant authorities and/or third parties.

## 4. Conduct

- 4.1 The University and Kaplan take students' wellbeing very seriously and work to create a safe, supportive and respectful student community. In order to ensure that both the campus and online environments remain inclusive and welcoming to all, the University and Kaplan expect high standards of behaviour, on and off campus and in the online environment: our students are respectful of others and look out for one another.
- 4.2 You should be aware that your behaviour on and off campus, online and offline, is expected to reflect the values of our community of learning and abide by the Policy on Student Conduct and Discipline. You agree to the terms of this Policy upon accepting an offer of a place. You can read the Policy on the University of Liverpool Online Programmes [Website](#).

## 5. Fees

- 5.1 Kaplan has the responsibility for managing payments and refunds in relation to Net Tuition Fees. Any complaints or concerns in relation to Net Tuition Fees must be raised with Kaplan.
- 5.2 The Full Tuition Fees are advertised on the University of Liverpool Online Programmes Website. Full Tuition Fees include the cost of all core e-books. The Net Tuition Fees you are required to pay for your Programme will be shown on your payment plan from Kaplan.
- 5.3 It is always possible that, despite Kaplan's best efforts, some of the Programmes may be incorrectly priced or you have been given inaccurate figures in your payment plan. If this happens and the Net Tuition Fees written in your payment plan are higher than the Net Tuition Fees for your Programme after any discounts or scholarships, Kaplan will charge you the lower amount. If you think a payment plan is wrong please contact Kaplan promptly to discuss it.
- 5.4 All payments must be made via the University's Online Programmes payment portal. All payments made in respect of any tuition fees and other charges must be made in pounds sterling. Any currency conversion costs or other charges raised by the remitting bank when making a payment shall be borne by you or the third party making the payment on your behalf. Refunds will be paid in pounds sterling with the charges by the remitting bank being borne by Kaplan. Kaplan have discretion to agree any payment plan with you however if you are paying your annual Net Tuition Fees by monthly instalments, then the first monthly payment set out in your payment plan must be paid before your Start Date. Monthly payments will then be due as outlined in your payment plan.
- 5.5 Fees for Programmes are reviewed annually. Kaplan, in co-operation with the University, reserve the right to increase Full Tuition Fees in line with the RPI-X index and apply applicable sales taxes.

- 5.6 If you withdraw from the Programme and are subsequently accepted for re-enrolment, your remaining Net Tuition Fees will be chargeable at the current advertised rates on the University's Online Programmes website, which may be higher than your original fees.
- 5.7 Postgraduate student loans for eligible students in the United Kingdom are provided by the Student Loans Company (SLC). If you are resident in the United Kingdom and you meet the criteria for eligibility for student finance from the SLC, you may be able to apply for a postgraduate student loan in respect of your studies on your Programme. Only the SLC can determine whether you meet the eligibility standards. In the United Kingdom postgraduate loan applications can be submitted retrospectively as outlined by the SLC terms and conditions published on the [SLC website](#). Kaplan can assist you in completing your application, but it is your responsibility to submit the application to the SLC.
- 5.8 If you have claimed a postgraduate tuition fee loan from the SLC, the loan is paid directly to you. You are responsible for the payment of your Net Tuition Fees. You are bound by the SLC terms and conditions published on the [SLC website](#).
- 5.9 Tuition fees are charged based on the Indicative Study Duration, which represents the standard length of time it takes to complete a Programme, with a cap set at the Net Tuition Fees outlined in your payment plan. If you take longer than the Indicative Study Duration to complete your Programme, there will be no additional fees charged and the maximum sum payable to Kaplan for your Programme will still be the Net Tuition Fees, subject to any increases outlined in section 5.5. If you are paying your Net Tuition Fees by monthly instalments, these will continue to be payable, even if you are on a study break, until the Net Tuition Fees have been paid. Module timetabling and availability may necessitate occasional study breaks.
- 5.10 An up-front payment discount is offered to those paying Net Tuition Fees in full in one payment at the beginning of the Programme. An alumni discount on postgraduate Full Tuition Fees will be offered to applicants who have previously completed an undergraduate degree with the University. All applicable discounts and scholarships are set out on the University of Liverpool Online Programmes Website. The applicable Net Tuition Fees, including any discounts and/or scholarships for your Programme, will be shown on your payment plan from Kaplan.
- 5.11 The up-front payment discount can be used in combination with the Alumni discount or other scholarships. The Alumni discount cannot be used in combination with other scholarships.
- 5.12 Kaplan has a Debt Management Policy with the aim of minimising levels of student debt. The policy specifically covers the collection of Net Tuition Fees and charges payable by current and former students and is available on the University of Liverpool Online Programmes [Website](#).

## 6. Sanctions

- 6.1 Where you default on an existing Net Tuition Fee payment plan, and/or where you fail to settle an outstanding account balance within the timescales prescribed within the applicable Debt Management Policy, Kaplan will notify you in writing of this default and give you five (5) working days' notice to settle your outstanding account balance.



- 6.2 Under normal circumstances, where you remain in debt for Net Tuition Fees at the end of a module of study on your Programme, you will be prevented from registering for a new module until such time that all outstanding debts have been paid.
- 6.3 If you wish to progress or transfer onto another Programme, or any other programme of study with the University, all outstanding Net Tuition Fees must be paid before you can start the new programme.
- 6.4 Under normal circumstances, where you are in arrears for payment of Net Tuition Fees at the end of your Programme the University reserves the right to withhold your award certificate and will not offer you registration for a graduation ceremony until the debt has been cleared.
- 6.5 Under normal circumstances, where you cease to be registered as a student with the University and remain in debt for Net Tuition Fees, you will be prevented from re-registering at the University, or from applying for any new programme of study at the University, until such time that all outstanding debts have been paid.
- 6.6 Under normal circumstances, where you cease to be registered at the University and remain in its debt for Net Tuition Fees, your access to official documentation services, including replacement award certificates and academic transcripts, will be restricted until such time that all outstanding debts have been paid.
- 6.7 Kaplan and the University will in all cases seek to adopt a proportionate approach to the application of the sanctions identified in paragraphs 6.1 to 6.6 and will undertake an annual risk-based review of all outstanding debts, the results of which it will use to inform its decision making before seeking to apply such sanctions.
- 6.8 When you have ceased to be a registered student of the University, an external debt collection agency will be used once all other avenues for debt collection have been exhausted.

## 7. Your rights to end this contract and Net Tuition Fee refunds

- 7.1 You can always end your contract with the University and Kaplan. Your rights when you end this contract will depend on what you have applied for, and how the University and Kaplan are performing and when you decide to end the contract:
- If you want to end the contract because of something either the University or Kaplan has done or have told you they are going to do, see section 7.2;
  - If you have just changed your mind about a Programme, see section 7.3. You will be entitled to a full refund if you cancel within the Cancellation Period. For students in the United Kingdom applying for postgraduate student loans to fund their studies, Kaplan will not notify the SLC of your enrolment and you will not receive any loan monies if you cancel within the Cancellation Period;
  - In all other cases (if the University and Kaplan are not at fault and the Cancellation Period has ended), see section 7.4.
- 7.2 Ending the contract because of something the University or Kaplan has done or are going to do.

If you are ending this contract for a reason set out in (a) to (e) below, the contract will end immediately for all parties and Kaplan will refund you in full for any part of a Programme that you have paid for but not received. The reasons are:

- a) Kaplan or the University have told you about an upcoming change to a Programme or these terms, which you do not agree to (see section 3.4);
- b) Kaplan have told you about an error in the fees or description of a Programme you have applied for and you do not wish to proceed (see section 5.3);
- c) There is a risk that provision of a Programme may be significantly delayed because of events outside Kaplan and/or the University's control (see section 18.3);
- d) Provision of a Programme has been suspended for technical reasons, or Kaplan notify you that the Programme will be suspended for technical reasons, in each case for a period of more than three months (see section 18.3); or
- e) You have a legal right to end the contract because of something Kaplan or the University has done wrong.

### 7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most programmes provided online you have a legal right to change your mind within 14 days and receive a refund. The University and Kaplan give you an additional 7 days so you have 21 days within which to change your mind. If you are cancelling within the Cancellation Period then please let Kaplan know by a clear statement: using the contact details in section 12 or email [enquiries@study-online.liverpool.ac.uk](mailto:enquiries@study-online.liverpool.ac.uk). Please give your name, address, details of the Programme and where available your phone number and email address. You may also use the model cancellation form, which is available on the University of Liverpool Online Programmes [Website](#). The use of the model cancellation form is not obligatory. To meet the cancellation deadline it is sufficient for you to send Kaplan your communication telling us you wish to cancel before the end of the Cancellation Period. If you are posting the model cancellation form to Kaplan, you may wish to send this by recorded delivery as you will need to be able to prove that this has been received. If you are completing the online model cancellation form electronically, Kaplan will acknowledge receipt by email without delay.

### 7.4 Ending the contract where Kaplan and the University are not at fault and the Cancellation Period has ended:

- a) You can withdraw from your Programme at any time but you do not have a right to receive a refund if you change your mind once the Cancellation Period ends, unless you have paid in advance and section (c) below will apply.
- b) If you are paying your Net Tuition Fees on a monthly basis and decide to withdraw from the Programme after the end of the Cancellation Period, then no refund will be made and no further fees will be charged from the date this contract ends.
- c) If you have paid your Net Tuition Fees in advance and received the upfront payment discount and decide to cancel this contract after the end of the Cancellation Period, then you will receive

a refund. Kaplan will deduct from that refund, the discount for each month of study commenced between the Start Date and the date this contract ends. This amount is reasonable compensation for the net costs incurred by Kaplan as a result of your ending the contract early. You will be refunded the remainder of the advance payment in full.

- d) If you withdraw from your Programme within the Cancellation Period, Kaplan will refund you any Net Tuition Fees paid for your Programme by the method you used for payment. However, after the Cancellation Period has ended Kaplan may make deductions from these, as described above in section 7.4 (c). Please note that refunds will be made to the original tuition fee payer within 14 days of the receipt of the request for a refund.
- e) If you have claimed a postgraduate tuition fee loan from the SLC in the United Kingdom to pay your postgraduate Net Tuition Fees, it is your responsibility to notify the SLC if you withdraw from your Programme. If you withdraw from your Programme, your postgraduate loan payments will stop. If you get a payment after you have withdrawn you may be asked to repay this straight away.

## 8. Kaplan and the University's rights to end this contract and Net Tuition Fee refunds

8.1 Either Kaplan or the University may terminate this contract with immediate effect in writing and terminate your registration as a student in any one or more of the following circumstances:

- If you fail to meet any conditions attached to the offer of a place on the Programme;
- If you fail to meet the requirements of the Code of Practice on Assessment;
- If, in either Kaplan or the University's reasonable opinion, you provided during the process of your admission onto a Programme information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- If you do not register or re-register within the relevant prescribed timescales;
- If you voluntarily withdraw from your Programme;
- If you reach the end of your Maximum Period of Registration;
- If you are deemed to be withdrawn from your Programme, or your studies on the Programme are terminated, as a result of your failure to maintain satisfactory academic progress in accordance with the relevant academic Code of Practice;
- If your studies on the Programme are terminated as a result of your failure to adhere to the rules which regulate the conduct of students, following an appropriate course of disciplinary action taken in accordance with the Policy on Student Conduct and Discipline;
- If your continued registration on a Programme places either Kaplan or the University in breach of any of their respective legal obligations, including under UK immigration law; or

- If your studies are terminated for any other reason permitted by the Statutes, Ordinances, Regulations, Rules, Policies and Codes of Practice of the University, as they may be updated from time to time.
- 8.2 A decision to terminate your registration as a student will mean that you shall be required to cease studying on your Programme with immediate effect.
- 8.3 This contract will terminate automatically if you withdraw from your Programme.
- 8.4 Any termination by either Kaplan or the University under this section 8 shall terminate the contract with effect for all parties.
- 8.5 If the University and/or Kaplan terminate this contract in the situations set out in paragraph 8.1 above, we will refund any money you have paid in advance for a Programme but we may deduct from that refund the upfront payment discount for each month of study commenced between the Start Date and the date the contract ended. This amount is reasonable compensation for the net costs incurred as a result of ending this contract early. You will be refunded the remainder of the advance payment in full.

## 9. Your personal data

- 9.1 When you accept an offer of a place on a Programme, you accept that the University and Kaplan will each collect, retain and process certain personal data about you, which will include sensitive personal data about you (for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing, and sexuality) and that you will be required to respond to mandatory regulatory questions and data requests. The University and Kaplan will each hold and process this data in accordance with their respective legitimate interests, in order to exercise their responsibilities, and to fulfil their education and support obligations to you.
- 9.2 The University will hold and process your personal data in compliance with its obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018. With the exception of Kaplan, the University will not share your data with third parties unless it has an appropriate consent from you, is under a statutory or regulatory obligation to do so (such as with UKVI, OFS, HESA, SLC, the Skills Funding Agency, local authorities or the Police), or is otherwise permitted to do so under the aforementioned Acts of Parliament.
- 9.3 In the interests of transparency each of Kaplan and the University maintains a series of Privacy Statements which outline in more detail how they respectively collect, retain and process your personal data, which may be updated from time to time. These are available on the University of Liverpool Online Programmes [Website](#).
- 9.4 Kaplan will hold and process your personal data in compliance with its obligations as Data Controller under the General Data Protection Regulation and the UK Data Protection Act 2018. With the exception of the University, Kaplan will not share your data with third parties unless it has an appropriate consent from you, is under a statutory or regulatory obligation to do so (such as with UKVI, OFS, HESA, SLC, the Skills Funding Agency, local authorities or the Police), or is otherwise permitted to do so under the aforementioned Acts of Parliament.

## 10. Visa requirements

- 10.1 For students ordinarily resident outside the United Kingdom: you are under no obligation to visit the United Kingdom as part of your Programme, but if you choose to do so (e.g. to visit the University campus or to take part in a graduation ceremony) then you are responsible for obtaining any visa required to cover your visit (if required for your entry into the UK) and for complying with any conditions attached to your visa. More information can be obtained from UK Visas and Immigration (UKVI).

## 11. Intellectual property

- 11.1 Subject to the remaining provisions of this section, where you are registered on a Programme, and where you are not also considered to be faculty or honorary faculty of the University or Kaplan, you will own all Intellectual Property (“IP”) <sup>1</sup> that you create and/or develop while you are studying on a Programme, subject to the exceptions prescribed in paragraph 11.2.
- 11.2 Exceptions to your sole ownership of IP may include, yet not be exclusive to:
- 11.2.1 Where you generate IP as part of an activity where a third party requires ownership (e.g. where on a placement your host requires ownership, or where your studies are sponsored and the sponsor requires ownership);
  - 11.2.2 Where you generate IP that builds upon existing IP generated by employees of Kaplan or the University;
  - 11.2.3 Where you generate IP that you jointly create and/or develop with employees of Kaplan or the University;
  - 11.2.4 Where you generate IP outside the normal teaching and learning activities of your Programme, and with more than incidental use of University or Kaplan resources<sup>2</sup> ;
  - 11.2.5 Where you are recruited on a Programme under the specific understanding that, due to the particular commercial or IP-sensitive environment, your IP position is varied.
- 11.3 Where your situation falls within the exceptions prescribed within paragraph 11.2, the University may require you to assign your IP rights to the University whereupon you will have access to the revenue sharing scheme applicable to employees of the University. More information on this process can be found at [www.liverpool.ac.uk/intranet/intellectual-property/](http://www.liverpool.ac.uk/intranet/intellectual-property/).

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<sup>1</sup>As defined within the scope of the University’s IP Policy from time to time in place, available at [www.liverpool.ac.uk/intellectual-property/](http://www.liverpool.ac.uk/intellectual-property/).

<sup>2</sup> Where ambiguity arises as to what might be considered to be “normal teaching and learning activities”, or what might be considered to be “incidental use of University resources”, the matter will be decided fairly and reasonably by the University.

- 11.4 IP which you create while undertaking part of your Programme at another institution may also be governed by the IP Policy of that institution.
- 11.5 Where you are also considered to be faculty or honorary faculty of Kaplan (e.g. where you are registered on a programme of postgraduate research), Kaplan claims ownership of any IP that you create and/or develop as part of your research/employment.
- 11.6 The University will share with you any financial benefit accruing to it from the commercial application of University-owned IP which you create and/or develop, in accordance with its IP Policy from time to time in place.
- 11.7 You acknowledge that during the course of your studies or research you may have access to confidential information belonging to Kaplan, the University or a third party and you agree that you will not use such confidential information other than in connection with your studies or research (and then only upon such terms and conditions as may have been agreed) and will not without the prior consent of Kaplan, the University or the third party to whom it belongs (as the case may be) disclose such confidential information.
- 11.8 Further information regarding the University's IP model, including its full IP Policy, can be found at [www.liverpool.ac.uk/intellectual-property/](http://www.liverpool.ac.uk/intellectual-property/).

## 12. Complaints

- 12.1 If you wish to proceed with a complaint then you may invoke the Online Student Complaints Policy and Procedure, which is available on the University of Liverpool Online Programmes [Website](#). This Policy and Procedure sets out how you may seek to have your complaint addressed. Kaplan will be your initial point of contact for any complaint relating to your Programme. You can call us on +44 (0)151 318 4466 or by writing to us at [enquiries@study-online.liverpool.ac.uk](mailto:enquiries@study-online.liverpool.ac.uk) or by post to University of Liverpool Online Programmes, City Exchange (4th Floor), Albion Street, Leeds, LS1 5AT.
- 12.2 We are under a legal duty to provide Programmes that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 12.3 The Student Charter, a link to which is available on the University of Liverpool [Website](#), sets out your general entitlements and responsibilities in relation to the University's responsibilities to you. If you believe you have a legitimate complaint, you should refer in the first instance to the Student Charter to clarify what is reasonable for you to expect from the University in the relevant area and whether you have discharged your corresponding liabilities.
- 12.4 It should be recognised that the vast majority of concerns can be handled fairly, amicably and to the satisfaction of all concerned on an informal basis. Only when informal means have been exhausted should a complaint be pursued.

## 13. IT and information security

- 13.1 You will need the following essentials to participate in one of our Programmes.
- Access to a PC or laptop;
  - Headset with microphone;
  - Ability to connect to the internet via a broadband connection; and
  - Microsoft Office software or equivalent, for example Open Office.
- 13.2 Our learning platform supports all the major modern browsers. However, for optimum performance we recommend that you use the latest version of Chrome. Our learning platform does not support versions of Internet Explorer 9 or below.
- 13.3 Your web browser may have active pop-up blockers to suppress unwanted advertising. Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this.
- 13.4 Computer equipment and internet access costs are not included in our Full Tuition Fees and are your responsibility.
- 13.5 You must comply with all regulations, policies and codes of practice in relation to the use of University and Kaplan IT facilities during the course of your studies.
- 13.6 Use of all IT equipment and its connection to the University's or Kaplan's IT network must comply with the relevant sections of the regulations and policies. These prohibit the use of computing devices and the University's or Kaplan's network for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. Both the University and/or Kaplan may monitor the use (including any personal use) of their respective networks and systems (including telephone, email, voicemail, internet, other communications, and computer systems) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of their services and to comply with their legal obligations.
- 13.7 By connecting to the University's and Kaplan's IT networks, you are accepting all of the associated risks. This includes when you connect to the network with any of your own devices. Neither the University nor Kaplan will not be liable for any damage that is caused by your use of IT equipment and/or connection to their network, except in the case of any foreseeable damage resulting directly from a party's negligence or failure to comply with this contract.

## 14. Health, safety and wellbeing

- 14.1 The principal arrangements in respect of health and safety, student welfare, advice, guidance and support applicable throughout your Programme, together with your obligations in this regard will be provided to you by Kaplan. Kaplan has a range of welfare, advice and guidance services available to students on issues affecting student life, including finance, disability and issues relating to your general welfare. Further information is available via the University of Liverpool Online Programmes

platform. The availability and scope of welfare, advice and guidance services are subject to change during your Programme for a variety of reasons including, but not limited to, changes in funding and the needs of students. Kaplan may vary and/or amend the availability and scope of welfare, advice and guidance services at any time.

- 14.2 If you visit the University campus for any reason during your Programme, the University will:
- 14.2.1 act in accordance with all health and safety legislation and regulations to provide a safe environment for you. This applies to all campuses and locations where staff and students may be working or studying.
  - 14.2.2 monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.
  - 14.2.3 provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.
- 14.3 If you do visit the University campus, you must make yourself familiar with all of the University's procedures and regulations relating to health and safety, including the University's Safety Policy. All health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, the University may take disciplinary action against you.
- 14.4 Prior to any visit to the University campus, you must inform the University if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. The University will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

## 15. Liverpool Guild of Students

- 15.1 The Liverpool Guild of Students (LGoS) (the students' union) 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 LGoS, whether taking place on the University's campus or elsewhere.
- 15.2 When you register as a student on a Programme, your details will be passed to the LGoS and you will be entitled to associate membership of LGoS. However, you have the option to opt-out at the



outset or during the course of your studies. Further details are provided in the University's Privacy Statement.

- 15.3 If you choose not to be an associate member of the LGoS, you will not be unfairly disadvantaged.
- 15.4 Whether or not you choose to be an associate member of the LGoS, you will not be entitled to vote in general meetings, elections or referenda of the LGoS, stand in any elections or hold office in any part of the LGoS.

## 16. Voter registration

- 16.1 If you are resident in the United Kingdom and entitled to do so, it is important that you sign up to the Electoral Register so that you can register to vote in UK elections and referenda, and have a say in decisions which will affect you.
- 16.2 Registration takes five minutes and you will need your National Insurance number, if you have one.
- 16.3 To find out if you are eligible to vote in the UK and to complete the process, visit [www.gov.uk/register-to-vote](http://www.gov.uk/register-to-vote).

## 17. The University and Kaplan's liability to you

- 17.1 If the University fails to comply with its obligations in this contract with you, the University is responsible for any loss or damage you suffer that is a foreseeable result of the University's breach of contract or failure to use reasonable skill and care. However, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if it was contemplated by you and the University at the time the contract was entered into. In relation to any of Kaplan's obligations to you under this contract, the University is not responsible for any loss or damage suffered by you arising out of a failure of Kaplan to comply with its obligation in this contract with you and any claim would need to be brought against Kaplan in these circumstances.
- 17.2 If Kaplan fails to comply with its obligations in this contract with you, Kaplan is responsible for any loss or damage you suffer that is a foreseeable result of Kaplan's breach of contract or failure to use reasonable skill and care. However, Kaplan is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Kaplan's breach or if it was contemplated by you and Kaplan at the time the contract was entered into. In relation to any of the University's obligations to you under this contract, Kaplan is not responsible for any loss or damage suffered by you arising out of a failure of the University to comply with its obligation in this contract with you and any claim would need to be brought against the University in these circumstances.
- 17.3 Both the University and Kaplan do not exclude or limit in any way their respective liability for:
  - 17.3.1 death or personal injury caused by the negligence of the University or its employees, agents or sub-contractors;
  - 17.3.2 fraud or fraudulent misrepresentation; or

- 17.3.3 any other act or omission, liability for which may not be limited by law.
- 17.4 Subject to paragraph 17.3, the University's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with the University shall be limited to the value of the Net Tuition Fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of a particular loss, whichever is the greater, less any amount you receive from Kaplan under section 17.5.
- 17.5 Subject to paragraph 17.3, Kaplan's total liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), in connection with your contract with Kaplan shall be limited to the value of the Tuition Fees paid by you or on your behalf or the amount, if any, that Kaplan receives from its insurers in respect of a particular loss, whichever is the greater, less any amount you receive from the University under section 17.4.
- 17.6 Neither the University nor Kaplan will be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from Kaplan in submitting work and that you retain copies of work submitted.
- 17.7 The University and Kaplan only provide Programmes for your domestic and private use and these should not be used by you for any commercial, business or re-sale purpose. If you do use any material provided to you in connection with any Programme for any commercial, business or re-sale purpose neither the University nor Kaplan will have any liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity and may pursue you for breach of contract.
- 17.8 Neither the University or Kaplan shall be liable to you for any direct, indirect, incidental, special or consequential damages, cost and claims regarding any lack of recognition of your Programme and/or the mode of online delivery of your Programme by any third person (including without limitation any government, state or local authorities and prospective employers) in any country, state or jurisdiction.

## 18. Circumstances outside the parties' control

- 18.1 It may be necessary for the University or Kaplan to:
- 18.1.1 revise the terms, content or delivery of Programmes and/or modules from those set out in the prospectus, website and/or relevant programme/module specification; or
- 18.1.2 discontinue, suspend, merge or combine options within Programmes; or introduce new options or Programmes,

in circumstances outside the University's or Kaplan's control. These circumstances may include (yet are not exclusive to) the lack of availability of key personnel without whom the University or Kaplan cannot provide their respective services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, civil unrest, severe weather or failure of public or private communications networks.

- 18.2 If the University's or Kaplan's services to you are affected by an event referred to in paragraph 18.1, then the relevant affected party will give you as much notice as possible and, where necessary, take reasonably practicable steps to mitigate the effects on the services it provides to you, which will involve every effort being made to preserve the continuation of your study.
- 18.3 Neither the University nor Kaplan are responsible for Programme delays or learning platform inaccessibility outside their respective control. If the provision of Programmes is delayed or the learning platform is inaccessible due to an event outside the University or Kaplan's control then Kaplan will contact you as soon as they become aware of this event to let you know and Kaplan will take steps to as far as reasonably possible minimise the effect. Provided Kaplan do this, neither the University nor Kaplan will be liable for delays or inaccessibility caused by the event, but if there is a risk of substantial delay or inaccessibility you may contact Kaplan to end this contract and receive a refund for any part of an Programme you have paid for but not received.
- 18.4 You will not be liable to the University or Kaplan for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, the University and Kaplan will not be liable to you for any failure or delay in performing their respective obligations under this contract which is due to any cause beyond their reasonable control (including, but not exclusive to, those circumstances described in paragraphs 18.1 or 18.3 above).

## 19. Other important terms

- 19.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with Kaplan and the University, the various documents will apply in the following order of priority:
- 19.1.1 Your offer;
  - 19.1.2 this document;
  - 19.1.3 the University of Liverpool Online Programmes Website;
  - 19.1.4 the provisions of the prospectus that applies to your Programme; and
  - 19.1.5 any other agreement relevant to your Programme.
- 19.2 The University may transfer its rights and delegate its obligations under this document to another organisation. However, the University will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.
- 19.3 Your contract with the University and Kaplan (of which this document forms part) is between you, Kaplan and the University. No other person shall have any rights to enforce any of its terms.
- 19.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.
- 19.5 If you are in breach of your contract with the University and Kaplan and either the University or Kaplan decides to waive that breach or refrains from, or delays in, enforcing its rights against you or

requiring you to perform your obligations, that will not mean that the University or Kaplan has waived its rights against you for that or any other breach, nor that you have been released from those obligations.

- 19.6 This document is governed by English law. You, Kaplan and the University all agree to submit to the exclusive jurisdiction of the English courts.