



Student Contract for BrunelOnline Students

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Date updated: March 2026

Applicable to BrunelOnline students undertaking programmes delivered through FutureLearn only, commencing in May 2026.

1. INTRODUCTION

- 1.1. This Student Contract sets out the terms and conditions between Brunel University London (the “University”; “we”; “our”; or “us”) and students (“you”) on our Brunel Online programmes of study.
- 1.2. Your programme is delivered by the University in partnership with FutureLearn Limited, a company registered in the UK under company registration number 08324083 (“FutureLearn”). Whilst your Programme is delivered in partnership, for the avoidance of doubt, the University remains ultimately responsible for the delivery of your Programme and all associated educational services provided to you.
- 1.3. When you accept our written offer to you of a place on a programme at the University, a legal contract is formed between you and the University. This Contract contains important information which you need to read carefully prior to accepting our offer to ensure that you understand its contents. If you have any questions about this Contract, please contact the [University's Student Hub](#).
- 1.4. If you require this document in an alternative format, please contact the [University's Student Hub](#).

2. MUTUAL RIGHTS AND OBLIGATIONS

- 2.1. The University will provide a challenging learning experience to help you reach your full potential. The University will provide excellence in teaching and research and to enhance the student experience by focusing on the needs of our students, seeking to instil a shared sense of inclusiveness, collegiality and community. It will equip versatile graduates with the confidence to apply what they have learned for the benefit of society.
- 2.2. As a student you will be provided with the tuition and academic support associated with your programme. In addition, the University offers extensive pastoral support such as support for learning and for your health and welfare.
- 2.3. You are expected to attend all your teaching sessions and abide by the [Student Attendance Policy](#) as there is a strong link between attendance and engagement with your studies and your outcome. This policy has been designed to help you succeed. Discuss with your personal tutor any issues you may have with abiding by this policy.
- 2.4. Your place with the University will be conditional upon you registering at the start of your programme and enrolling at the start of each subsequent academic year.

3. CONTRACT TERMS

- 3.1. Your contract with the University will be subject to the terms and conditions stated in this Contract, our offer letter to you, the information contained in the University prospectus for the year of your entry, information on our web pages and the contractual information published at the end of this document together with (as from time to time in force and /or updated):
 - 3.1.1. the University's Charter, Statutes, Council Ordinances and Senate Regulations;
 - 3.1.2. all the University's rules, policies and procedures (including the rules, policies and procedures of your College and/or Research Institute); and
 - 3.1.3. the information contained in your College handbook.

- 3.2. These Policies and Documents contain the University's requirements in relation to:
 - 3.2.1. admission, registration and attendance;
 - 3.2.2. payment of fees and other charges;
 - 3.2.3. academic progression, conduct, assessment and awards;
 - 3.2.4. general conduct, extraordinary support for study, fitness to practise (including the requirements of any relevant Professional, Statutory or Regulatory Body);
 - 3.2.5. immigration;
 - 3.2.6. equal opportunities, fostering good relations, diversity, and inclusion, along with conduct that is prohibited by or under the Equality Act 2010 such as discrimination, harassment and victimisation;
 - 3.2.7. health and safety;
 - 3.2.8. use of the University's services and facilities including those relating to IT, the Library, sports and fitness, and car parking;
 - 3.2.9. the Prevent Policy; and
 - 3.2.10. use of personal data and compliance with relevant legislation.

- 3.3. These documents may be accessed on the [Policies and Documents webpage](#), and in the Undergraduate prospectus / Postgraduate prospectus.

- 3.4. Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply with these requirements could result in the University taking action against you under relevant University procedures (for example those relating to academic conduct or progression, student misconduct, fitness to practise, extraordinary support for study or fees) which could lead to the University terminating your registration or revoking your award.

How we will communicate with you

- 3.5. From time to time, the University will send information to registered students. This may commonly, but not exclusively, be by way of secured communication to a student's Brunel email account. It is the responsibility of all students to review and respond, where necessary, to emails received in their Brunel email account in a timely manner.

Your Conduct

- 3.6. The creation and management of an environment that is conducive to learning and research and to the enjoyment of a positive student experience requires all members of the University, staff and students alike, to treat each other with mutual dignity and respect. The University requires all its students to behave responsibly and to demonstrate good conduct at all times. Anti-social behaviour or any other form of student misconduct, however minor, can negatively affect the good order of the University and disrupt the positive learning and wider experience of others. Students are required to comply with the [Student Code of Conduct](#), a copy of which can be found on the [Policies and Documents webpage](#). Breach of the Code which constitutes Student Misconduct, as defined in [Senate Regulation 6](#), may result in disciplinary action being taken by the University. Penalties may include exclusion from the whole University for a defined period, suspension of your studies for a defined period or permanent expulsion. Should you pose a potential or actual threat to the University, its staff or students, then precautionary action may also be taken to temporarily suspend your studies and/or exclude you from the University campus for a defined period of time and / or temporarily apply restrictions to a student's access, or activity on the University campus.

Complaints

- 3.7. We understand that there may be occasions where your experience at the University does not meet your expectations, and you may wish to make a complaint. If there is something that you are unhappy about, please tell contact FutureLearn in the first instance at the details set out below.

Email: support@online.brunel.ac.uk

- 3.8. If there is still something that you are unhappy about, please tell us straightaway so that, if possible, we can put it right. If you wish to complain about an action or lack of action by the University, or any aspect of our service, you may do so using the Student [Complaints Procedure](#).
- 3.9. If a student is not satisfied with the outcome of their complaint, they may take it to the Office of the Independent Adjudicator: www.oiahe.org.uk
- 3.10. The University policies and procedures are in addition to the protections students have under consumer protection law, and do not impinge on their consumer rights.

4. CONDITIONAL OFFERS

- 4.1. Your place will be subject to you meeting any offer conditions we tell you of in writing such as obtaining particular qualifications and/or satisfying all necessary legal and other requirements to study here on your chosen programme (for example in relation to criminal record checks and disclosure, health checks and immigration clearance).
- 4.2. The offer letter will identify whether our offer is subject to you meeting specific conditions and the dates by when you will need to have met them. It will also direct you to any specific programme requirements.

5. DISCLOSURE OF CRIMINAL CONVICTIONS AND RELATED INFORMATION

- 5.1. As part of the Admissions process and on a continuing basis, all applicants applying to professional programmes are required to complete a Criminal Conviction Disclaimer prior to offer. You are required to disclose any relevant, unspent criminal convictions or convictions that have not been 'filtered' in line with Government guidelines.
- 5.2. The University will consider applicants with criminal records (conviction, warning, reprimand or bind over) if they are applying to one of Brunel's professional programmes of study.
- 5.3. If an offence is declared the University will consider whether criminal conviction declarations or related information has an impact on an offer of a place or with you continuing on your programme. More information about the process can be found in the in [Admissions Policy](#).
- 5.4. Prior to registration, you must also undergo an Enhanced Disclosure and Barring Service (DBS) application, previously known as a Criminal Records Bureau (CRB) check, along with other registration checks. The University will contact you when the DBS is required and provide full instructions.
- 5.5. Applicants should note the University may be under a duty to disclose information about you to professional, regulatory or statutory bodies upon completion of your studies.

6. HEALTH REQUIREMENTS (OCCUPATIONAL HEALTH ASSESSMENT)

- 6.1. If you are applying to one of our professional programmes you may be required to disclose certain information about your health conditions or any disabilities that could be relevant to your proposed course. Where you are required to complete a health assessment, the University's occupational health service will review your submission and contact you if further assessment or investigation is required.
- 6.2. You may also have to produce evidence of immunisation against certain diseases in order to take up your place and/or continue with your studies. Our offer letter will outline some information and follow up instructions will be sent to you prior to

registration. Further information about these health requirements can be found on our [website](#).

- 6.3. The University will consider whether the information resulting from any disclosure, health checks and/or immunisation history is compatible with you taking up your place or continuing on your programme.
- 6.4. More information about the process can be found in the [Admissions Policy](#).

7. STUDENT SUPPORT, HEALTH AND WELFARE

- 7.1. The University is committed to creating an inclusive and supporting community, which promotes wellbeing and enables all students to achieve their full potential. Our commitment to prioritising and delivering a university-wide approach to wellbeing is embedded in our [Mental Health and Wellbeing Strategy](#). Student Services provide an extensive variety of support services to all students, to help ensure you have a supportive and productive experience whilst studying. This includes: general advice and guidance; immigration advice; and support and welfare services.
- 7.2. A single comprehensive source of information (SCSI) titled: [Harassment & Sexual Misconduct Support](#) is available to students and this outlines all relevant university policies and procedures, along with reporting mechanisms and sources of support.
- 7.3. The Student Hub should be the first point of enquiry at the University for all queries and support needs. All the information is available through the Brunel Help service which is accessible [here](#).
- 7.4. The Student Wellbeing Team provides ongoing support to help students overcome certain challenges to ensure they can achieve their goals. The Team is comprised of Counselling and Mental Wellbeing; and the Disability and Dyslexia Service, who can implement reasonable adjustments, offer support and guidance and signpost student to other areas of support both internally and externally. If you have a disability, learning difference, mental health condition, long term illness or other support need, you are strongly advised to tell the University on application, so that the University can best support you with your needs throughout your studies.
- 7.5. The University values inclusiveness and supports the development of a culture where all may live, study and work without encountering prejudice or discrimination. This commitment to equality and diversity underpins the core values outlined in our strategic plan. The Equality and Diversity Team provide support and guidance on a range of equality and diversity issues, and advance inclusive practice and policies throughout the University. Information on our commitment to quality and our objectives can be found on the [Equality and Diversity](#) pages.
- 7.6. Further information about the student support services the University provides can be obtained from [Student Services](#).
- 7.7. You can also contact FutureLearn's student support team at the details set out below:

Email: support@online.brunel.ac.uk

8. PAYMENT OF DEPOSITS, FEES AND OTHER CHARGES

Your responsibility to pay fees

- 8.1. It is your responsibility to ensure that all tuition and other fees and charges payable to the University are paid in accordance with University payment dates.. The offer letter will confirm the amount of tuition fees and any other mandatory charges that you will be required to pay.
- 8.2. Where a third party (such as a sponsor or employer) is responsible for payment on your behalf, you will need to make sure that they make payment when due, as you will remain personally liable for payment. Please note that if you receive postgraduate or doctoral loan funding directly from the Student Loans Company, you are responsible for making payments to the University directly.
- 8.3. If you cease to be a student of the University, because for example you withdraw or the University terminates your registration, you may still be liable for any outstanding fees and charges. Please see the [Student Financial Policy for BrunelOnline Students](#) for further details.

Amount of Tuition Fees

- 8.4. The amount of your tuition fees is set out in your offer letter.
- 8.5. At the beginning of your programme, it is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms set out in [your offer letter and the Student Financial Policy for BrunelOnline Students](#).
- 8.6. Tuition fees are fixed for the duration of your programme.

Payment schedules and discounts

- 8.7. Payment schedules for your fees are as listed in the payment schedules available on [this webpage](#) dependent on your point of entry.
- 8.8. If you are already enrolled and then defer (within 2 weeks of your course start date) to the next September intake, you will be subject to the university fee applicable for the September intake when you start your programme (which may be higher). This will be outlined in your offer letter.
- 8.9. Information about scholarships, bursaries and discounts can be found on the University's website [here](#).

Additional Costs

- 8.10. Any additional costs that will be incurred on your programme, for example for compulsory examinations or course materials, will have been detailed in your offer letter or accompanying documents provided with your offer letter ("Additional Costs").

Non-payment or late payment of tuition fees

- 8.11. It is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms and conditions set out in [your offer letter and the Student Financial Policy for BrunelOnline Students](#).

8.12. If you do not pay your tuition fees as they fall due, and after reasonable notice and opportunity to remedy the non-payment, then one or more of the following may happen:

- 8.12.1. you may be prohibited from sitting examinations/submitting coursework;
- 8.12.2. you may be prohibited from using our facilities or services;
- 8.12.3. you may be prohibited from accessing online programme content and/or discussion forums;
- 8.12.4. you may be prohibited from attending classes;
- 8.12.5. your access to student records may be removed;
- 8.12.6. you may be suspended;
- 8.12.7. you may not be allowed to enrol;
- 8.12.8. you may not be allowed to graduate;
- 8.12.9. your results may be withheld; and/or
- 8.12.10. we may not issue your award.

8.13. Further information on the consequences of non-payment of fees, fines and charges is outlined in the [Student Financial Policy for BrunelOnline Students](#).

9. DATA PROTECTION

9.1. The University uses your personal data in line with applicable data protection laws, which currently include the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).. We explain in detail how we use your data in line with our privacy notices which can be found on brunel.ac.uk and our [Student data collection notice](#). We have provided a summary of how we use your data below.

Personal information collected by the University

9.2. As part of the Registration (at the start of your course) and Enrolment Task (at the start of every subsequent academic year), the University collects the following personal data about you:

- 9.2.1. Contact information (address, email address, and 3rd Party emergency contact details)
- 9.2.2. Admissions information (qualifications, references and other verification data)
- 9.2.3. Financial information (how you intend to pay for your tuition fees, banking information including account number and sort code, and data about any loans, bursaries or finance agreements)

Why does the University collect personal data from me?

9.3. Personal data about students is collected by the University for a number of purposes, both internal to the University and for external education-related agencies. Our main purposes are:

- 9.2.4. To administer your student record and associated processes that affect admission, progression and retention;
- 9.2.5. To better understand the outcomes for students and help improve teaching, learning and assessment
- 9.2.6. The reporting of data to regulatory or statutory bodies including the Office for Students, HESA, NSS etc.;
- 9.2.7. The use of data for public health purposes;
- 9.2.8. The administration of this contract; and
- 9.2.9. Providing student related services.

Who does the University share my data with?

9.4. Data stored in the University Student Records System is shared with a number of internally managed systems. This data transfer is mandatory and allows you, and the University staff to undertake administrative and academic related tasks.

9.5. The systems receiving your data are:

- *Active Directory*
Student and course details to allow access to the University network in line with the University's [Acceptable Computer Use Policy](#) and [Network Account Policy](#);
- *Digital Examinations and Assessments*
Student, module and assessment-related data to enable students to undertake online examinations and assessments, and to receive feedback electronically;
- *Digital Transcripts and Certification*
Student details, module, course and assessment-related information to produce secure digital academic transcripts and award certificates;
- *Student contact system*
Student and course-related data to manage communications with students to deal with queries and provide support.
- *Student Services Specialist Satellite Systems*
Student and course-related data to manage local activities, such as disability & dyslexia assessments and mental health advice;
- *Union of Brunel Students*
Student and course information to enable the Union of Brunel Students to communicate with its members;
- *University Attendance Monitoring System*
Student data to allow the University to provide support, understand and report on attendance at events and timetabled activities;

- *University Finance Systems*
Student, course and financial transaction information for debt management and student payment purposes;
- *University Library System*
Student and course and information for access to and allocation of library resources;
- *University Timetabling System*
Student, module and assessment-related data to allow for effective scheduling and timetabling of events;
- *Virtual Learning Environment*
Student, module and assessment-related data to provide access to course learning materials;

Third Party Agencies

9.6. As well as internal systems, we will share your personal data with FutureLearn and other third-party recipients. A summary of the main recipients to whom we share your data is set out below:

- *Atlantic Data*
We are required to share specific data with Atlantic Data about those applicants made offers to join professional courses at Brunel, to enable them to complete a Disclosure and Barring Service (DBS) application. For these students, this data includes their name, contact details, course name and details relating to the identity documents they are providing. More information can be found within the Admissions Privacy [notice](#).
- *Higher Education Statistics Agency (HESA)*
The University is required to share the data we hold about you with the Higher Education Statistics Agency (HESA), who will use it in an anonymous form for statistical analysis and as such may share it with other central government departments, agencies and administrations. For further information regarding how HESA uses your information, please see: <https://www.hesa.ac.uk/about/regulation/data-protection/notices#Student>
- *Intercom*
As a student, data is shared via Intercom as a third-party tool to support communication with the online student support team. This is used to provide greater and more effective support to you through live chat and email. Your name, student ID and university email address is shared via Intercom.
- *National Student Survey (NSS)*
Full details of the data shared with Ipsos MORI can be found at: <http://www.thestudentsurvey.com/privacy-statement.php>
- *Brunel will share student data with GP practices and NHS Trusts who are providing clinical placements for medical students and physician associate students.*
- *OH Works*
Brunel will share data for applicants and students on health professional courses, in order that OH Works can gather medical and vaccination history of the applicant/student.
- *QS Student Recruitment*
Offer Conversion service: If a prospective student has applied to the university to study a programme with the University and an offer of study has been made

information will be shared with QS in order to support the transition of the student from a prospective to enrolled student.

- **Sallie Mae**
The University is required to share, course, fee, registration and attendance information with Sallie Mae for the purpose of processing private student loans for students from the United States of America. For more information, please see: <https://www.salliemae.com/>
- **STA International**
The University will share contact details (name, address, contact telephone number, contact email and date of birth) with STA International, should it be required to engage the services of STA International to recover outstanding fees and associated charges. For more information, please see: <https://www.stainternational.com/>
- **Student Loans Company (SLC)**
The University is required to share course, fee, registration and attendance information with the SLC in order to ensure that a student's funding package is correct. For more information, please see: <https://www.slc.co.uk/about-us.aspx>
- **UCAS**
If applicants apply to the University via a Record of Prior Acceptance (RPA) form, information will be shared with UCAS, including personal and contact information and qualification history. If an applicant provides fraudulent qualifications and information, those details, including certificates and transcripts, will be sent to the UCAS Verification team. For further information please see: <https://www.ucas.com/undergraduate/applying-university/filling-your-application/fraud-and-similarity>
- **UKNARIC**
If applicants' qualifications require further investigation regarding equivalence to UK qualifications, certificates and transcripts may be shared with UK NARIC qualification advisors. For further information please see: <https://www.naric.org.uk/naric/>
- **Zengenti**
As a current student accessing our Personalised Student Portal, we are required to share the data we hold about you with Zengenti (data processor). Zengenti will use it to support the delivery of our Personalised Student Portal.

- 9.7. Please note, if you are studying with an academic partner, are a degree apprentice, or are being funded or sponsored by an employer or other third party agency, the University may be obliged to disclose information about your studies and progression to such agencies. Where this is applicable, this will be made known to you, and the information shared will be limited to only that required by the agency, and will only be made known to relevant individuals.

Changes to Personal Data

- 9.8. Your address and contact details can be updated within the eVision portal. Any other personal data updates can be made by the Student Hub. You can contact them through [Brunel Help](#).

Emergency Contact 'Opt-In' Scheme

- 9.9. The support we offer our students includes an Emergency Contact 'Opt-in' Scheme, which you can elect to join at registration or enrolment. If you join the Scheme, you

nominate someone to act as a point of contact in emergencies, such as a parent, guardian or friend. If staff are worried about you, they can contact this named individual. You can change your nominated emergency contact or opt out of the Scheme within the eVision portal. We will not contact your Emergency Contact for routine matters including how you are progressing on your course or finance matters.

Your rights

- 9.10. Everyone has rights in relation to how their personal data is used. Your rights are:
- 9.2.10. The right to be informed about what data we collect and why we have it;
 - 9.2.11. The right to access copies of your data;
 - 9.2.12. The right to rectify data if you think it is wrong;
 - 9.2.13. The right to erase data in certain circumstances;
 - 9.2.14. The right to portability; and
 - 9.2.15. The right to object to the use of your data in certain circumstances.
- 9.11. If you want to exercise your rights, you can do so at any time by contacting data-protection@brunel.ac.uk.

10. INTELLECTUAL PROPERTY

- 10.1. The University has an [Intellectual Property \(IP\) Policy](#) dealing with intellectual property created whilst you are a student at the University. Such IP will normally be owned by you. In certain limited circumstances, students may be required to assign ownership of such IP, for instance to allow the University to protect and commercialise the IP from a project as a whole or to protect its charitable status.. In such cases, the University may ask you to enter into a written agreement in relation to such IP. Please see the University's IP Policy for further details.

11. DISCLOSURE OF INFORMATION GENERALLY

- 11.1. The University may amend or withdraw our offer of a place or terminate your registration if it determines that you have made any fraudulent, false or misleading application or statement to the University, or if you have failed to disclose relevant information to the University (including in respect of criminal convictions) or have produced falsified documents, whether on your application or whilst on your programme. In such cases the University may take action against you under its [Admissions Policy](#), [Student Misconduct and Fitness to Practise procedures](#), or other relevant policy or procedure.

12. EQUALITY

- 12.1. The University is highly committed to inclusion and equality of opportunity for all. We aim to provide an environment where you can live, work and study freely, happily, safely and respectfully.

- 12.2. No student should be treated unfairly because of a social or cultural characteristic such as sex / gender or gender reassignment, ethnicity, sexual orientation, religion or belief, pregnancy or maternity/paternity, disability or age.
- 12.3. The University will fulfil its legal obligations to:
- 12.3.1. Eliminate discrimination, harassment and victimisation and any other conduct prohibited by or under the Equality Act 2010.
 - 12.3.2. Advance equality of opportunity between people who share a relevant protected characteristic and people who do not share it; and
 - 12.3.3. Foster good relations between people who share a relevant protected characteristic and those who do not share it.
- 12.4. You agree not to do anything that may be detrimental to the University fulfilling these obligations or that would be detrimental to other students. You agree that if you do so, the University may take action against you under its proceedings for dealing with misconduct.

13. YOUR RIGHT TO CANCEL

- 12.5. You have the right to cancel the contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date you accept the offer, without giving any reason.
- 12.6. If your programme is due to begin within 14 days from the date you accept your offer then, by accepting your offer, you are expressly agreeing that your programme should begin within the 14 day cancellation period.
- 12.7. To exercise the right to cancel, you must inform the University of your decision to cancel the contract by a clear statement (e.g. a message sent by e-mail). You should exercise your right to cancel by contacting us at: admissions@brunel.ac.uk. You may use the model cancellation form which can be found at the end of these terms and conditions (and [here](#) on the University's website), but you do not have to.
- 12.8. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 12.9. Students wishing to withdraw from the University after the 14 days should do so through the eVision portal.

Effects of cancellation

- 12.10. If you cancel the contract within the 14 day cancellation period, the University will reimburse to you all payments received from you.
- 12.11. If you requested the University to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract,

in comparison with the full coverage of the contract.

- 12.12. If you cancel the contract after the 14 day cancellation period, your fee liability will be assessed in accordance with the [Student Financial Policy](#).
- 12.13. If you have any queries regarding this Contract, please contact the [University's Student Hub](#).

14. OUR TERMINATION RIGHTS

- 14.1. Subject to us complying with the Policies and Documents, we may terminate the contract at any time with immediate effect by giving you written notice if:
- 14.1.1. you have failed to meet any of the conditions set out in our offer to you, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - 14.1.2. if you do not enrol onto your programme by the relevant enrolment date;
 - 14.1.3. you fail to pay your tuition fees or Additional Costs to us within the timeframe specified by the University, following notification that your payment is overdue;
 - 14.1.4. we lose our right for the purposes of relevant legislation or regulatory requirements to provide your programme to you;
 - 14.1.5. an Event Outside of Our Control (see section 18) prevents us from providing your programme for longer than [one term or 6 weeks (whichever is shorter)];
 - 14.1.6. you fail to progress academically in your programme in accordance with the University's Policies and Regulations;
 - 14.1.7. you fail to satisfy the University's attendance requirements;
 - 14.1.8. you are in material breach of the contract and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
 - 14.1.9. your behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the University's community; and/or
 - 14.1.10. you do not meet our fitness to study requirements.
- 14.2. If we cancel the contract in accordance with section 14.1 (excluding section 14.1.4), you may be liable for tuition fees in accordance with the "*Withdrawal and abeyance for undergraduate and postgraduate taught students*" section of the [Student Financial Policy for BrunelOnline Students](#).

- 14.3. If the contract has been terminated (for any reason), you will no longer be entitled to attend online lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

15. CHANGES TO POLICIES AND DOCUMENTS

- 15.1. We may update and replace our Policies and Documents from time to time in order to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to our Policies and Documents will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see section 16 for provisions concerning changes to programmes).
- 15.2. Any changes made under section 15.1 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 15.3. The updated Policies and Documents 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.

16. CHANGES TO PROGRAMME

- 16.1. The University makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in its published material.
- 16.2. Whilst the University will always try and minimise making changes to programmes there may be times where changes are needed.
- 16.3. This section describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-contract information

- 16.4. The University reserves the right to change a programme at any time before you accept an offer for the programme (ie before a legally binding contract has been formed between you and the University).
- 16.5. If any information that we may have given to you at the time you were researching the University and making an application for the course changes by the time we send out our offer, we will update our website as soon as we can and highlight details of those changes by email and send an updated offer letter.
- 16.6. By accepting our offer, you will be confirming that you are accepting our offer on the basis of the changes documented in the offer letter and shown on our website. Examples of changes that we may make at this stage could include the following:

- 16.6.1. changes made in response to feedback from students and/or external examiners;
- 16.6.2. unavoidable changes in our academic or student support staff;
- 16.6.3. where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course, if there are, by the cut-off date notified to you, insufficient student numbers to make the course viable, we may need to combine, alter or discontinue a course;
- 16.6.4. where we advised that the course was subject to approval/accreditation at the time we advertised the course, if approval/accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a course;
- 16.6.5. changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with;
- 16.6.6. changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- 16.6.7. reasonable changes to the content and teaching provided on the course;
- 16.6.8. changes considered by the University to be reasonably necessary to preserve the health and safety of students and/or members of staff.

Changes after you have entered into the contract with us

- 16.7. Once you have accepted your offer, we will use reasonable efforts to deliver your programme as set out in the contract.
- 16.8. Where we need to make changes to your programme after our contract has been formed, we will, in each case, assess the potential impact of such change on the contract and our students, and will follow the principles set out in this section.
- 16.9. The University is always looking to improve and enhance students' experience with us and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students. In the instance that changes need to be made, we will endeavour to consult with students, staff and the Union of Brunel Students to provide information about any changes that may be made, and seek agreement with you for these to be implemented.
- 16.10. The circumstances that we describe in this section are not the only ones that may arise during your studies with us, but will give you some context as to when we may need to make changes to your programme. The section below provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in this section.

Examples of when we may need to make change to your programme

- 16.11. Examples of where changes may be made or required include (without limitation): to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;

- 16.11.1. as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- 16.11.2. to comply with any requirement set by the Office for Students and/or any other regulatory body;
- 16.11.3. to comply with accrediting body requirements;
- 16.11.4. to deal with unavoidable changes in our academic and/or support staff;
- 16.11.5. to address and/or to take necessary steps in response to a security threat;
- 16.11.6. where changes are in the interests of students, for example to incorporate sector good practice guidance;
- 16.11.7. in light of student feedback and/or external examiners' feedback, or
- 16.11.8. to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- 16.11.9. due to withdrawal of any relevant accreditation;
- 16.11.10. to preserve the health and safety of students and/or members of staff, and to implement public health guidance;
- 16.11.11. where changes are necessary due to circumstances outside of the University's reasonable control. Please see section 17 (Events outside our reasonable control) for further information.

What type of changes may be made?

16.12. The circumstances presented in the section above may result in a number of different changes being made by the University. We have set out in this section some examples of these changes and, to help you understand what they may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of this section will apply depending on the type of change that is anticipated at the time.

(i) Minor Changes (non-exhaustive list of examples)

- Minor changes to the timetable for delivery of your course;
- Minor changes to the number of classes/lectures and other teaching activity relating to the course;
- Minor changes to the methods by which the course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the course;
- Introduction of additional teaching facilities, provided these are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your course;
- changes to reading lists to ensure the course remains as up to date as possible;

- procedural changes to our Student Handbook that help improve the same to your benefit.

(ii) Major Changes (non-exhaustive list of examples)

- changes to the way that we teach (including whether teaching will be in person, online or a mix of blended learning), supervise and/or assess a programme to ensure that we are continuing to provide that course to you lawfully and in accordance with relevant Government guidance; safely; and/or in accordance with academic standards and quality;
- Additions and/or withdrawals of certain core/compulsory modules on your course;
- to make significant changes to our Student Handbook that help improve them where the same are not to your benefit.
- Course closure
- Merger of your programme with another programme

Changes made pre-enrolment

16.13. In the cases of both minor and major changes, the University will write to you and explain the actions it proposes to take and the impact they are anticipated to have on you. In the case of minor changes, you will be deemed to have accepted these if you subsequently proceed to enrol on the course. In the case of major changes pre your enrolment, the University will offer you the option of either:

- (a) terminating the contract and/or withdraw your application for the programme without any liability to us for tuition fees and with the University issuing you with a full refund of any and all fees you have paid; or
- (b) transferring to another programme (if any) as may be offered by us for which you are qualified.

Changes made post-enrolment

16.14. Where changes are proposed or have to be made for the reasons outlined above, the University will take all reasonable steps to minimise disruption to students.

16.15. In the case of minor changes, we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications in the virtual learning environment.

16.16. In the case of major changes, before implementing any such change, we will (where possible and appropriate) consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

16.17. If we make major changes (as against the commitments made in your offer and/or course information and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your programme, you must notify us of this in writing, following which we may offer you a suitable alternative programme for which you are qualified (at no additional

cost to you). If you are unhappy with the alternative programme we offer you or we are unable to offer you a suitable alternative programme, you may end your contract with immediate effect by contacting studenthub@brunel.ac.uk. The effect of terminating your contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of any fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to the [Student Financial Policy](#)).

- 16.18. You should consider your options carefully before terminating your contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your programme with them.

Student Protection Plan

- 16.19. If the University makes changes in accordance with the above, it shall take all reasonable steps to notify the affected students and minimise any disruption to their studies.
- 16.20. The University has a [Student Protection Plan](#) which outlines the risks to the continuation of student's study, the mitigation measures in order to protect students, and the measures it will enact should these outcomes evolve.

17. OUR LIABILITY

- 17.1. Nothing in this Contract excludes any liability which it would be unlawful to exclude.

- 17.2. We will not be responsible to you for any of the following:

- 17.2.1. damage to, theft and/or loss of your personal property (including but not limited to your own computer equipment) unless caused by our negligence;
- 17.2.2. personal injury or death except if caused by the negligence of University staff;
- 17.2.3. Events outside our reasonable control in accordance with, and provided we comply with, section 18: or
- 17.2.4. any loss or damage which was not foreseeable to you and us when the contract was formed. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract and includes loss of opportunity and loss of profit.

- 17.3. We do not exclude or limit in any way our liability for:

- 17.3.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 17.3.2. fraud or fraudulent misrepresentation; or

- 17.3.3. any other matter which we are not permitted to exclude or limit our liability by law.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1. Once you have accepted your offer, we will use all reasonable efforts to deliver your programme in accordance with the contract. However, despite taking all reasonable steps to prevent them occurring and to mitigate their impact, some events outside our reasonable control (“Events Outside Our Control”) may mean that we are not able to provide your programme as described.

- 18.2. The University will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of the contract if it is due to any Event Outside Our Control provided the University complies with its obligations under this section 18. Events Outside Our Control may include, but are not limited to:

- 19.2.1. acts of God;
- 19.2.2. pandemic (excluding Covid-19), epidemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
- 19.2.3. governmental requisitioning, emergency planning or provision;
- 19.2.4. war (whether declared or not), protests, fire, flood, storm, tempest, explosion;
- 19.2.5. an actual, suspected or threatened act of terrorism;
- 19.2.6. riot;
- 19.2.7. civil commotion;
- 19.2.8. national emergencies; or
- 19.2.9. breakdown of plant or machinery.

- 18.3. Where Events Outside Our Control occur, the University will notify you that the event has occurred and will take all reasonable steps to minimise the resulting disruption to affected students, by, for example:

- 19.3.1. offering affected students the chance to move to another programme where reasonably possible;
- 19.3.2. deferring the start date for the programme;
- 19.3.3. delivering the programme in a different way or to a different timetable;
- 19.3.4. delivering a modified version of the same programme; and/or

- 19.3.5. assisting students to transfer to complete the programme at another institution.
- 18.4. If an Event Outside Our Control results in the complete inability to deliver your programme for a continued period of six weeks or more and you are not satisfied with any such steps to mitigate the disruption caused, you may terminate your contract with immediate effect by contacting the [University's Student Hub](#).
- 18.5. Should you terminate the contract pursuant to section 18.4, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid, as well as compensation, depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due (with reference to our [Student Protection Plan](#) and the [Student Financial Policy for BrunelOnline Students](#)).
- 18.6. Where, as a result of Events Outside Our Control, it is necessary to close or discontinue or cease to deliver a programme, the University will inform affected students as soon as reasonably possible and will follow its [Student Protection Plan](#) and its policy on refunds and compensation in line with the [Student Financial Policy for BrunelOnline Students](#).
- 18.7. You should consider your options carefully before terminating your contract, for example whether you are able to transfer any existing academic credits to an alternative programme or an alternative higher education institution and you may wish to contact the [University's Student Hub](#).

19. GOVERNING LAW AND JURISDICTION

- 19.1. The contract between you and us is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under the contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

20. THIRD PARTY RIGHTS

- 20.1. The contract is between you and us, and no other third party shall be entitled to make any claim in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

21. SEVERABILITY

- 21.1. Each of the provisions set out in this Contract is separate and severable. Accordingly, if any court or body or authority of competent jurisdiction finds any such provision to be illegal, unlawful, void or unenforceable this will not affect the remainder of those provisions which will continue in full force and effect.

22. NOTICES

- 22.1. In the event that you need to contact the University, but are unsure who to send your communication to, please send it to the [University's Student Hub](#).
- 22.2. If the University needs to contact you in writing, such communication will be sent to the last contact address provided by you through eVision. It is your responsibility to ensure that the contact address that the University holds for you on eVision is a current one.