

Postgraduate Research Terms and Conditions 2022-23 Academic Year

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Important Information About Your Offer and Your Student Contract With the University

1. These Terms and Conditions apply to you as soon as you accept an offer from Northeastern University - London (the 'University') of a place on a programme leading to the award of a Doctor of Philosophy, conferred by the University of Kent. When you accept an offer from the University, a legally binding contract is formed, which governs the relationship between us, and imposes obligations on you and the University, as well as giving you and the University certain rights.
2. You will be registered at the University as a postgraduate research student for a Doctor of Philosophy (PhD) under the University of Kent degree regulations and the general regulations of Northeastern University - London.
3. **Northeastern University - London** is an English higher education institution registered with the Office for Students. The University is also registered under company number 07317195 with the registered office at Devon House, 58 St Katharine Docks, London, E1W 1LP, United Kingdom, and the University is a registered charity in England and Wales with number 1189858.
4. **University of Kent** is an English higher education institution registered with the Office for Students at The Registry, University of Kent, Canterbury, Kent CT2 7NZ, United Kingdom.
5. These Terms and Conditions set out the details and conditions for your admission or re-enrolment to one of the University's programmes in the academic year 2022-23. The Terms and Conditions, and other related key documents for previous academic years are available [here](#).
6. If you decide to accept an offer from the University, by signing your offer pack, a contract will be formed between you and the University. Your rights and obligations to the University and the University's rights and obligations to you arising under that contract are set out here. They are also set out in the documents referred to in this contract and the documents listed below. Before accepting your offer, you should read this document, those listed below, together with the contents of the documents, regulations, policies and procedures to which they refer carefully and familiarise yourself fully with their content.
 - 6.1. Your offer letter, which includes:
 - 6.1.1. conditions of entry
 - 6.1.2. details of your award
 - 6.1.3. confirmation of a studentship award (if applicable)

- 6.1.4. the duration of your programme
- 6.1.5. your semester start date
- 6.1.6. how to accept the offer
- 6.1.7. payment of the CAS deposit (if applicable)
- 6.2. The relevant programme specifications, handbook, policies and procedures:
 - 6.2.1. [PhD Programme Specifications](#) and [PhD Programme Handbook](#)
 - 6.2.2. Northeastern University - London Policies and Procedures:
 - [Academic Engagement Policy](#)
 - [Academic Misconduct Policy](#)
 - [Academic Quality Framework Chapter 17: Research Programmes of Study](#)
 - [Acceptable Use Policy for Students \(IT\)](#)
 - [Admissions Policy](#)
 - [Cancellation, Withdrawal, Refund and Compensation Policy](#)
 - [Complaints Procedure for Students](#)
 - [Declaration of Criminal Convictions Risk Assessment Procedure](#)
 - [Disciplinary Procedures for Students](#)
 - [Human Subjects and Ethical Research Policy](#)
 - [Research Integrity Policy](#)
 - [Research Misconduct Policy](#)
 - [Student Disability Policy](#)
 - 6.2.3. University of Kent Policies and Procedures:
 - [Academic Regulations for Research Courses of Study](#)
 - [Postgraduate Research Appeals](#)
 - [University of Kent Instructions to Candidates for the Examination of Research Degrees](#)

7. Your offer of a place to study at the University is dependent on you achieving any condition(s) as set out in your offer letter, or in the case of an unconditional offer, the University's minimum entry requirements set out in the [Programme Specification](#).

Changes to These Terms and Conditions

8. The Terms and Conditions included in this document, together with the documents identified herein, constitute the terms of the contract and apply to you from the moment you accept an offer of a place with the University. The contract may be updated each year and varied to comply with consumer or other law, to comply with the requirements of our regulators (such as the Office for Students) or to reflect best practice. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. The University will notify students of any changes to these terms and conditions as soon as reasonably practicable.
9. Such changes are generally either minor in terms of student impact, or are made in the students' interests (or both). The procedure for proposing, discussing, and agreeing to any such changes will usually involve the approval of the Executive Committee (ExCo). If, however, you feel that you will be negatively impacted as a result of any such change, in the first instance please raise the matter with the [Head of Admissions](#). If you remain unhappy you may raise a complaint under the [Complaints Procedure for Students](#), where your complaint will be considered in accordance with that policy, with a broad range of remedies available should your complaint be upheld. If you remain unhappy after the conclusion of that procedure you may be able to complain to the OIA.
10. You will be asked to review the Terms and Conditions each year, and on enrolling or re-enrolling with the University, you are agreeing that you have read, understood, and accepted our current Terms and Conditions. If you are unhappy with any change to these terms and conditions, you will be able to follow the [Complaints Procedure for Students](#).
11. Past years' Terms and Conditions and a summary of the main changes from year to year are available [here](#).

Communication

12. The University will communicate with you as an applicant via the email address and postal address that you provided in your application.

13. Once you have registered as a student, you will be allocated a University email. The University will communicate with you using this email account, which you are required to check regularly. Please see the [Acceptable Use Policy for Students \(IT\)](#). This is also the only email address through which you should communicate with University staff.
14. Any changes to your contact details (including your address whilst studying, your permanent home address, your phone number, or the phone number of your emergency contact) must be communicated or updated as soon as possible. Applicants should provide updated details to the admissions contact named on their offer letter. Once you are a student you will be able to update your details on the student information system, Quercus. Details of how to access this will be provided prior to registration.

Your Award and Academic Credits

15. Your award on the successful completion of your programme will be awarded by the University of Kent, which is an English registered University. Therefore, your award will be officially recognised in England.

Changes to Your Programme of Study

16. Your offer of a place to study at the University is based on the following:
 - 16.1. the [programme specifications](#);
 - 16.2. the current version of the [Postgraduate Research Student Handbook](#);
 - 16.3. Northeastern University London's Academic Quality Framework Chapter 17: Research Programmes of Study; and
 - 16.4. the [University of Kent Instructions to Candidates for the Examination of Research Degrees](#).
17. For detailed information on the processes for approval, modification and withdrawal of programme and course offerings, please see the [University of Kent Code of Practice for Research Courses](#) Annex B: Approval and Withdrawal of Research Courses.

Fees and Stipend

18. Unless otherwise stated in your offer letter:

- 18.1. the University will cover all course fees and pay you an annual, tax-free, stipend (including London allowance) for your living expenses.
- 18.2. stipend payments will be in line with [UKRI rates](#).
19. Payments will be made monthly, into your bank account, by the [Finance Team](#). You will receive a written statement of your first year's payments before you start your programme of study.
20. Stipend funding is non-transferable and is only paid whilst you are registered for a PhD programme of study at the University.
21. Additional funding will be available through the University to support research expenses such as conference attendance, research consumables and overseas research visits to Northeastern University.

Deposits for International Applicants

22. If you are an international applicant and require a Student Route Visa to study in the UK, you will be asked to pay a deposit to demonstrate your intention to study at the University before we will issue your Confirmation of Acceptance for Studies (CAS) statement. This deposit is known as the CAS Deposit.
23. The CAS Deposit is generally non-refundable and non-transferable, however the circumstances in which the CAS Deposit can be refunded (in whole or part) are stated in the [Cancellation, Withdrawal, Refund and Compensation Policy](#).
24. More information about the CAS deposit for international applicants can be found [here](#) or in the relevant international fees list [here](#).

English Language Requirements

25. All students whose native language is not English must demonstrate that they have a certain level of English before starting their programme. If your conditions of offer include an English language requirement, this can be demonstrated via an approved English language test or alternative qualification listed [here](#).
26. Students who require a Student Route Visa to study with the University may have to demonstrate that they meet its English requirements. For information on visa matters, please email the [Visa Team](#).

Visas and Immigration Permissions to Study in the UK and in the US

27. You may need a visa to enable you to be in the UK to study. The University reserves the right to withdraw your offer of a place/terminate your contract with the University if it is subsequently found that you are not eligible for a visa, the visa requirements change after you are made an offer of a place (and you are unable to meet the revised visa requirements) or it is identified that you are in breach (or reasonably suspected to be in breach) of the conditions of your visa. For information on visa matters, please email the University's [Visa Team](#) or see the [Academic Engagement Policy](#).
28. You may need a visa, (whether a stand-alone visa, a visa waiver, or an amendment to an existing visa), to enable you to travel to and conduct research in the US for part of your programme. The requirements and costs of any such visa (or amended visa) may be different to the Student Route visa for study in the UK.
29. In the event that you are due to conduct research in the US for a period of time but are unable to (whether due to issues obtaining a US visa, potentially due to a previous criminal conviction, insurance cover, or other extraneous factors), you will be able to conduct research instead in the UK in London during that semester. The University will take reasonable steps to assist you, but a refund of fees or compensation will not be payable to you in the event you have to conduct research in the UK rather than the US, for a reason that is outside of the University's control.

Cancelling Your Acceptance

30. After you have accepted your offer of a place, you have a statutory right to cancel your acceptance within 14 days without giving any reason and obtain a full refund of any deposit/fees paid, under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire after 14 days from the date you accept your offer.
31. To exercise your right to cancel, you must inform the Admissions Team (by post to Devon House, 58 St Katharine's Docks, London, E1W 1LP, United Kingdom, or email [Admissions](#)) of your decision to cancel this contract by a clear statement (e.g., a letter by post or email). You may use the [Cancelling your Acceptance Form](#), but it is not compulsory. 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.

32. If you cancel your acceptance within the 14-day cancellation period, the University will reimburse you all payments received from you without undue delay, and in any event, not later than 14 days after the day on which you inform us of your decision to cancel. The University will make the reimbursement using the same means of payment as you used for the initial transaction where possible, unless the University has expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you request to begin the performance of services (i.e., start your programme) 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 this contract, compared with the full cost of the programme.
33. Outside the statutory cancellation period outlined above, your right to a full refund, partial refund, or no refund will depend upon when you cancel your place. For full details, including important cut-off dates, please consult the University's [Cancellation, Withdrawal, Refund and Compensation Policy](#).

Registration, Enrolment and Re-Enrolment

34. You are required to register and enrol at the beginning of your studies at the University and re-enrol in subsequent years by the stipulated deadlines. If you fail to do so, you may not be allowed to start/progress on your programme or you may be withdrawn from the University (i.e., the University will terminate your contract). If you enrol or re-enrol late, you will be expected to contact your supervisor to agree on an approach to study.
35. If you do not enrol or re-enrol by the enrolment deadlines you may be withdrawn for non-enrolment. If you are withdrawn, you will be notified by email that your record has been closed and that you are no longer eligible to continue your studies or access the University's facilities. As relevant, UKVI will be informed of your withdrawal.
36. The University recognises that personal or other circumstances may require a student to take a break in study. A student wishing to take a break in study must refer to the University's Change in Circumstances Policy and Guidance and contact Registry immediately in order to have any request considered. A break in study may have implications for a student's visa (where relevant) and payment of their stipend. A student that does not have a break in study agreed and fails to enrol or attend

regularly, or fails to comply with the Academic Engagement Policy as applicable, may be withdrawn from the University.

37. If you hold a Student Route Visa, the University will inform the UKVI of your non-enrolment and withdraw sponsorship of your visa.
38. If you are in receipt of a student loan from the UK government, the University will inform the Student Loans Company of your withdrawal.
39. If you receive notification of your withdrawal, you may be reinstated within a reasonable period by written approval of your supervisor, the Academic Registrar and the Director of Postgraduate Research.

Criminal Charges, Cautions And Convictions

40. All offer holders are required to promptly notify the University of the details of any relevant unspent criminal convictions as soon as they have accepted their offer. In most cases, a relevant unspent conviction will not preclude an applicant from studying on a programme.
41. All offer holders and students are required to promptly notify the University of the details of any charges, cautions and/or convictions they receive (whether connected to the University or not), and of any bail conditions imposed upon them, between application and enrolment, and while they are enrolled as a student of the University.
42. If you need to notify the University under 44 or 45 above, you will need to provide such information either to the [Head of Admissions](#) as soon as you have accepted an offer from the University if you are an applicant, or promptly and without unreasonable delay to the [Head of Registry](#) if you are a current student. This requirement is in addition to, and separate from, any declarations regarding convictions, cautions or charges that you are required to make if you are applying for, or have been issued with, a CAS or a visa.
43. The University's [Declaration of Criminal Convictions Risk Assessment Policy and Procedure for Students and Offer Holders](#) sets out the University's rules and procedures regarding the disclosure of criminal convictions/charges and the completion of Disclosure and Barring Service checks (if required), and how the University treats the information provided. Upon receipt of a disclosure, the University will complete an appropriate risk assessment in accordance with the University's policy and procedure.
44. If you intend to visit or conduct research abroad as part of your programme, any such charge, caution or conviction may also impact on

your ability to study at a partner institution and/or to obtain a visa to study abroad.

Disabilities and Learning Support

45. If you have a disability, the University will seek to support you whenever reasonable to do so. If you have not yet disclosed a disability, you are strongly encouraged to do so at the earliest opportunity so that Student Support and Development may assess and seek to support your needs. As individual students' needs (even those with the same condition) can vary, you are encouraged to contact a member of [Student Support and Development](#) before you accept any offer of a place, to find out what type of support may be available to you and what information we may need in order to arrange this support. If you choose not to disclose your disability, or you provide this information with short notice before your programme or examination/assessment start dates, or if you do not provide full information about it before or during your programme of study, we will do our best to help you, but we may not be able to provide the full range of support which might otherwise be available to you, or there may be a delay in providing that support.
46. If you are diagnosed with a disability during the course of your studies, you are advised to share this information with the University at the earliest opportunity by contacting Student Support and Development (SSD). The [Student Disability Policy](#) sets out the University's support for students with disabilities.
47. If you choose to visit or conduct research with our partner university, Northeastern University, you will need to consent to the University sharing details of your support needs with them, in order for them to be able to put support in place for you. This support will usually be the same as that which the University provides, but you will need to discuss this with Student Support and Development to ensure this will be possible.

Absence

Annual Leave

48. You are entitled to 25 days annual leave a year, excluding bank holidays and the winter break (from close of business on the last working day before Christmas day to the start of the New Year).
49. Annual leave entitlement runs from 1 September to 31 August.

50. Annual leave requests must be agreed with your supervisor and the University reserves the right to refuse any leave request if your supervisor considers that your absence is likely to negatively affect your programme of study.
51. Unused annual leave entitlement of up to 5 days may be carried over into the next year. Entitlement not taken and not carried over to the next year is lost. Entitlement may not be carried forward for more than one year.

Maternity, Paternity, Adoption and Parental Leave

52. You are entitled to apply for maternity, paternity, adoption and parental leave. Leave entitlement, including changes to stipend payments (if applicable) are set out in the [UKRI Training Grants Terms and Conditions](#).
53. Maternity, paternity, adoption or parental leave requests must be authorised by your supervisor and the Director of Postgraduate Studies.

Compassionate Leave

54. Short-term leave requests for emergency and/or compassionate reasons must be agreed with your supervisor and approved by the Director of Postgraduate Research.
55. The University will consider all requests for compassionate leave sympathetically and individually. In normal circumstances we will grant one day's compassionate leave to attend a funeral and, if you are the person responsible for arranging the funeral, up to three days' compassionate leave to be taken between the date of death and the date of the funeral.
56. Requests for compassionate leave will also be considered in the case of the very serious illness of immediate family members.
57. For these purposes, immediate family members comprise spouses, civil partners, partners, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces.
58. Approved absences on compassionate leave will normally be up to a maximum of five days per leave year, unless the circumstances are exceptional. This is subject to the discretion of the Director of Postgraduate Research. Any further approved compassionate leave will be unpaid.
59. At a minimum, bereaved parents will be entitled to two weeks paid leave in the event of the death of a child under 18 years of age.

Sickness

60. If you are absent from your research programme due to short term sickness or illness, you must notify your primary supervisor at the earliest opportunity.
61. If you are absent due to sickness or injury for 7 continuous days or less, you are required to provide self-certification of your illness by completing the relevant form, available from the [Postgraduate Research Team](#). This must be submitted on the day of return to the [Postgraduate Research Team](#).
62. If you do not notify the University on the first day of absence or you do not satisfactorily complete a Self-Certification form, the University may withhold your stipend (if applicable).
63. If you are absent for more than 7 continuous days due to sickness or injury, you are required to have a medical certificate, available via your General Practitioner. This must cover any further periods of sickness in the same absence period. You must submit this Medical Certificate to the [Postgraduate Research Team](#) as soon as possible. After this, you must submit further Medical Certificates to cover all your absence until you resume your programme of study.

Change in Circumstances: Break in Study

64. If you have a change in circumstances which results in you taking a Break in Study ('time-out' from studying), during your programme registration period, you are advised to contact the [Postgraduate Research Team](#) at your earliest convenience. If you are on a study visa, you will also need to contact the [Visa Team](#).
 - 64.1. A request for a Break in Study should be made at least one month in advance of your desired Break in Study start date and requires the support of your supervisor and approval from the NU London - Kent Programme Management Board.
 - 64.2. Your stipend payments will be suspended while you take your Break in Study. You must repay any monies received in advance of the Break in Study start date that cover the period of time where the Break in Study will take place.

Data Protection

65. The University will collect and process a range of information about you as part of the application and enrolment procedures and in relation to your academic progress and student record. It is necessary for the performance of this contract that the University collects and processes this data. The information collected will be used primarily for the purpose

of processing your application and creating and maintaining your student record. This information will also be used to make statutory returns or regulatory declarations to bodies such as the Office for Students (OfS), the Student Loans Company (SLC), the Designated Data Body, local authorities, and the Police. As a part of Northeastern University's global network, the University shares and receives data from outside of the European Economic Area, including in relation to the potential application of Title IX of the Civil Rights Act, disability and reasonable adjustments. For more information on this, please see the [Privacy Notice for Applicants, Students and Alumni](#).

66. All data are held and processed in accordance with the University's [Data Protection Policy](#), and the requirements of the Data Protection Act 2018. Information is normally confidential between the applicant or student, appropriate staff at the University, regulatory bodies (such as those listed above), NU, and, in the case of international applicants and students, the UKVI. In some cases, application and other data may also be shared externally where programmes have been developed in collaboration with third-party organisations.
67. The University's [Data Protection Policy](#) and the [Privacy Notice for Applicants, Students and Alumni](#) explain how the University collects, maintains and uses your personal data.
68. Further to the University's Data Protection Policy, some photographs or images, including video, of students are included in University promotional material, such as the prospectus and website. Any student who does not want their photograph or image to appear in any of the University's promotional material must write to the [Marketing Team](#) to opt out.

Accuracy of Information

69. By accepting an offer from the University, you confirm that the information provided on your application form and in connection with your application is true, complete and accurate, and that no information requested or other material information has been omitted. The University reserves the right to establish the authenticity of information provided on and/or in connection with your application, and it reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if it is reasonably determined and/or the University has reasonable grounds to suspect that false, incorrect, incomplete and/or misleading information has been provided in support of your application by you, by your referee or by any other person acting on your behalf. This is normally identified through the inspection of academic certificates or plagiarism reports on statements.

70. The University requires verification of your qualifications in order to fulfil the conditions of the [Admissions Policy](#). Prior to enrolment with the University, you will be asked by the Admissions Team to supply an original or certified copy of your certificate/official confirmation of your qualifications. This condition must be met before you are permitted to enrol fully with the University. Therefore, you should bring your original or certified copy of your certificate(s)/transcript to enrolment. The University reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if you fail to provide this documentation by the stipulated date. If you have a legitimate reason for being unable to provide the documents requested, you should discuss this with the [Admissions Team](#).
71. If the University detects fraudulent activity with your application, the [Fraudulent Application Policy and Procedure](#) will be invoked.

Intellectual Property

72. “Intellectual Property” includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world. The University has an Intellectual Property Policy which sets out the University’s rules on the ownership, protection and commercialisation of Intellectual Property, including that created by students.

Conducting Research

Health and Safety

73. You must conduct your research in compliance with the University’s [Health and Safety Policy](#).

Research Integrity and Misconduct

74. You must conduct your research in compliance with [The Concordat to support Research Integrity](#). The University’s expectations for Research Integrity are set out in the [Research Integrity Policy](#).
75. Training will be provided by the University on how to comply with the Concordat to support Research Integrity.
76. Failure to comply with the Research Integrity Policy may result in a research misconduct case being brought against you by the University, as outlined in the [Research Misconduct Policy](#).

77. Advice on research integrity can be found by contacting [Research Services](#).

Research Ethics

78. You must conduct your research in compliance with the University's [Human Subjects and Ethical Research Policy](#).
79. Advice on research ethics can be found by contacting [Research Ethics](#).

Whistleblowing

80. You can voice any concerns that you may have about the research conducted at the University by contacting ResearchMisconduct@nulondon.ac.uk.
81. Your rights are protected under the [Research Misconduct Policy](#).

Open Access and publishing

82. Any publications arising from your research at the University must:
 - 82.1. credit 'Northeastern University London' as your institution
 - 82.2. be deposited in the University's Research Outputs Repository
83. Upon successful completion of your programme of study, your thesis will be deposited in the University's Research Outputs Repository and will be available through open access.

Conduct and Attendance

84. You must be aware of and abide by the University's regulations relating to conduct and behaviour, academic and research integrity, export control, and attendance. The University can impose penalties if you do not follow these requirements, and in serious cases can suspend or withdraw you from the University. The University can also suspend or withdraw you if it is reasonably believed that your continuation of your programme presents a significant risk of harm to you or to others. Further information about when that might happen, the process that will be followed, and your rights in this regard (including your right to appeal) can be found in the [Disciplinary Procedure for Students](#) and [Support to Study Policy](#).

Monitoring and Performance

85. You, in conjunction with your supervisor, are required to complete progress reports in accordance with [AQF17: Research Programmes of Study](#).

86. At each review point your supervisor will recommend whether you should be permitted to continue with your programme of study. This recommendation will be considered by the Director of Postgraduate Research and the NU London - Kent Programme Management Board.

Working During Study

87. Teaching, demonstrating, volunteering and part-time work may be conducted alongside your postgraduate research studies as specified in the [Working During Study Policy for Postgraduate Research Students](#).
88. Full-time employment is not permitted while you are registered on your programme of study.
89. If you take up full-time employment whilst on your programme of study, your stipend (if applicable) will be terminated as of the first day of employment.
90. Students may undertake a small amount of other paid work, either in term time or holiday periods. The University does not, however, encourage such work especially during the times when students are expected to be engaged fully in research training and thesis preparation.

Extensions and Early Submission of Thesis

91. You must submit your doctoral thesis no later than 12 months after the completion of the period of registration. Extensions to this period will only be given in exceptional circumstances and with prior approval by the NU London - University of Kent Board.
92. If you submit your thesis early - before the end of your programme of registration - [UKRI Terms and Conditions part 6](#) apply regarding stipend payments (if applicable).

When You May Be Asked to Leave the University/Termination of Our Contract With You

93. The University reserves the right to follow our policies, procedures and regulations and take appropriate action against you if you are in breach of those policies, procedures or regulations, or of these Terms and Conditions. If you are found to have committed a breach of those policies, procedures or regulations or of these Terms and Conditions, the University may take steps against you, which include, in serious cases,

withdrawing you from the University and terminating this contract with you. Serious cases include the following circumstances:

- 93.1. If we determine that false, incorrect, incomplete and/or misleading information has been provided in support of and/or in connection with your application by you, your referee or by any other person acting on your behalf, including any relevant information relating to criminal convictions. For further information, please see the Admissions Policy for Postgraduate Research.
- 93.2. If you fail to meet or, as a result of your circumstances changing, you no longer meet any special requirements and/or conditions (as set out in your offer letter) for your programme.
- 93.3. If you are a student requiring sponsorship under the UKVI Student Route: you require a visa to study in the UK and you do not secure a visa and fail to enrol with the University by the latest acceptance date; you are unable to provide the documentation required as part of the UKVI Sponsor Licence obligations; you fail to mention that you have previously been refused a visa to study in the UK; you provide documents which the University is unable to verify as authentic or which it is reasonably believed are not authentic; you have failed to act within the restrictions of your student visa and/or you have failed to comply with or to assist the University in complying with the University policy, with any relevant Immigration Rules, with UKVI Guidance or other Home Office requirements, including:
 - 93.3.1. English Language;
 - 93.3.2. Checking that the terms of your visa are correct;
 - 93.3.3. Attendance monitoring and engagement with your programme;
 - 93.3.4. Reporting any updates or changes in your immigration status to the University;
 - 93.3.5. Reporting to the University and UKVI changes of circumstances such as nationality, gender, name, new passport and marital status;
 - 93.3.6. Keeping your UK address, telephone and personal email address up to date on your student record; and/or
 - 93.3.7. Adhering to the conditions of your visa.

- 93.4. If you are subject to immigration control and have obtained an 'other' category of visa that allows you to study in the UK but
- 93.4.1. You do not adhere to the conditions of your visa;
 - 93.4.2. Your visa is cancelled by UKVI;
 - 93.4.3. Your immigration status has changed and studying is not permitted; and/or
 - 93.4.4. You fail to comply with or to assist the University in complying with any relevant immigration rules or other Home Office requirements.
- 93.5. If you are a student requiring sponsorship under the student route or 'other' category visa, and after reasonable investigation the University considers, or is informed by the UKVI, that you are in breach of the conditions of your visa.
- 93.6. Your academic progress is not satisfactory, and you are required to withdraw from the programme or from the University by a decision of the Northeastern University London - University of Kent PhD Programme Management Board.
- 93.7. You are withdrawn from the University for breach of the disciplinary, academic misconduct, support to study and/or attendance monitoring policies and procedures in accordance with the relevant policies (details of which can be found in the [Academic Handbook](#)).
- 93.8. You fail to enrol or re-enrol on your programme by stipulated dates.
- 93.9. You receive a custodial sentence of a duration of more than 12 months, or longer than the remainder of your candidature period. You would be notified in writing of such a withdrawal decision and would be advised of your right to request a review of this decision.
94. A decision requiring you to leave the University will be taken in accordance with any relevant procedure and subject to any right of appeal or review. If the University has good reason for withdrawing you and does so in accordance with these Terms and Conditions and any relevant procedure, you will not be compensated for any loss or damage you may suffer as a result.
95. On withdrawal, you are required to return all property owned by the University. Any action taken by the University to withdraw you will not restrict the ability to take further action against you that the University has the right to take.

Revocation of Award

96. The University reserves the right to investigate and determine allegations of academic and/or research misconduct after an award has been bestowed upon you in accordance with the [Academic Misconduct Policy](#) and [Research Misconduct Policy](#). If you are found to have committed academic misconduct after you have received an award, this could result in your award being revoked by the University. For further information see the [AQF7 Part D](#).

Complaints

97. The University is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things may go wrong, and, if the matter cannot be resolved informally, the [Complaints Procedure for Students](#) sets out a procedure for enrolled students to raise any complaints with the University and for such complaints to be dealt with fairly, consistently and as quickly as possible.
98. Students are encouraged to raise their complaint or concerns at the earliest opportunity, ideally at the time of the incident or as soon as possible after they experience the poor service or support. A complaint will not normally be investigated if a period of three months or longer has elapsed since the alleged action. For further information on the process and time limits, see the [Complaints Procedure for Students](#).
99. Students who remain dissatisfied with a decision relating to a complaint they have raised, once they have exhausted the University's internal procedures, may be able to complain to the Office of the Independent Adjudicator (OIA), an independent body which reviews student complaints. Students have up to 12 months from the date of the Completion of Procedures Letter (a letter is issued once a student has reached the end of the University's internal processes) to refer to the OIA.
100. The procedures for prospective students and applicants who are dissatisfied with the outcome or treatment of an application can be found in the University's [Admissions Policy](#). Complaints about admissions are not usually looked at by the OIA.

Student Union Membership

101. All students become a member of the Student Union on completion of registration and to facilitate this your name and University email will be provided to the Students Union.
102. In accordance with the provisions of the Education Act 1994 Part II, you have the right to opt out of Union membership, and you will not be unfairly disadvantaged in accessing services if you do opt out. If you wish to exercise this right, you should inform the [NUSU London President](#) in writing. Further information about the Students' Union and services offered can be found [here](#).

Liability

103. If the University fails to comply with these terms, it is responsible to you for any direct loss or damage you suffer that is a reasonably foreseeable result of the breaking of this contract or failing to use reasonable care and skills, however, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the University and you knew it might happen, for example, if you discussed it with the University before entering into the contract. The University will not, however, be responsible for any loss or damage you suffer which is attributable to your own fault and/or the fault of a third party.
104. Save as set out at 106 below, the University's liability to you for all loss or damage suffered by you shall be limited to the total amount of the Tuition Fees payable by you to the University while enrolled on your programme at the University.
105. The University's approach to refunds and compensation is set out in our [Cancellation, Withdrawal, Refund and Compensation Policy](#).
106. The University does not in any way exclude or limit our liability for:
 - 106.1. death or personal injury caused by our negligence
 - 106.2. fraud or fraudulent misrepresentation
 - 106.3. any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015
107. If the University's performance under this contract is affected by an event outside its control (see 108 below) then you will be contacted as soon as possible to let you know and reasonable steps will be taken to minimise the effect of the delay. Provided this is done, the University will not be liable for any delays caused by the event. If there is a risk of any

substantial delay you may contact the University to end the contract and receive a refund for any services you have paid for but not received.

108. Events outside of the University's control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, cyber-attack, pandemic, fire, civil disorder, political unrest, government restrictions, and concern with regard to the transmission of serious illness. In such circumstances, the University reserves the right to change or cancel parts, or all, of your programme and/or contract. Please see [Changes to Your Programme of Study](#) in this document for more information regarding programme changes, and paragraphs 6 - 9 for changes to the contract.

General Matters

109. Your contract with the University is between you and the University and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.
110. Although the contracting entities will not change, the University reserves the right to change its name and/or any trading name under which it currently operates.
111. The contract shall be governed and construed in accordance with the laws of England and Wales. By accepting your offer, you agree to abide by these Terms and Conditions and submit to the non-exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of, or in connection with, the contract.

Further Consumer Rights

112. As a consumer, you will always have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill and care, or if the materials the University uses are faulty or not as described.
113. For further details of your legal rights (including statutory remedies) you can visit your local Citizen's Advice Bureau and/or Trading Standards Offices, or you might talk to the Student Union. In addition, you can visit the websites of the Office for Students and/or the Competitions and Markets Authority.

Enquiries

114. Enquiries about the interpretation of these Terms and Conditions should be addressed to:

114.1. Prior to enrolment: [Admissions Team](#)

114.2. After you have enrolled: [Registry](#) or [Postgraduate Research Team](#).

Version History

Title: Terms and Conditions - Postgraduate Research Approved by: Executive Committee Location: Academic Handbook/ Admissions				
Version Number	Date Approved	Date Published	Owner	Proposed Next Review Date
22.1.0	January 2024	January 2024	Director of MARV	October 2022
Referenced documents	Acceptable Use Policy for Students; Student Handbook; Programme Specifications; Undergraduate and Postgraduate Fees List: International and UK; English Qualification Equivalencies; Cancellation, Withdrawal, Refund and Compensation Policy; Declaration of Criminal Convictions Policy and Procedure for Students and Prospective Students; Undergraduate Attendance Policy; Student Engagement Policy; Student Disciplinary Procedures; Fitness to Study; Academic Misconduct; Complaints Procedure for Students; Admissions Complaints Policy and Procedure; Fraudulent Application Policy; Annual Programme Fee Increase Policy.			
External Reference Point(s)	UK Quality Code: Admissions, Recruitment and Widening Access; Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013; Data Protection Act; GDPR; HESA; Student Loans Company; Tier 4; Office of the Independent Adjudicator; Consumer Rights Act 2015; Contracts (Rights of Third Parties) Act 1999; Citizens Advice Bureau; Trading Standards Office; Consumer and Markets Authority; UKRI Training Grant Terms and Conditions 2023; Intellectual asset management for universities.			