



## THE STUDENT CONTRACT

These are the Terms and Conditions on which Leeds Trinity University (“we” or “us”) will provide you with learning services relating to your engagement by West Yorkshire Police (“West Yorkshire Police”).

West Yorkshire Police requires all of its newly recruited police officers to complete the Police Education Qualifications Framework (the “Programme”), and completion of the Programme will be necessary for you to be appointed as a constable with the West Yorkshire Police. We have agreed with West Yorkshire Police to adopt a joint delivery approach to the delivery of the Programme, with the University providing the academic element of the programme (the “Course”), and the practical learning elements being provided to you by West Yorkshire Police in the workplace. .

On this basis, you will be a student with us by virtue of your Conditions of Service as a police officer with West Yorkshire Police only, and not as an individual consumer, and if you leave your engagement with West Yorkshire Police, you will no longer be able to study with us.

Our contract with you is made up of 1) these Terms and Conditions; and 2) our codes, regulations, policies and procedures referred to in the appendix of this document.

Together these documents set out our respective rights and obligations and shall constitute the “Student Contract”. You will also need to refer to your Conditions of Service with West Yorkshire Police and, if you are an apprentice, your Commitment Statement, which will also contain important information and legal terms about how you progress through the Programme and the Course with us and West Yorkshire Police respectively.

Please ensure that you read these Terms and Conditions carefully before you submit your application to study with us (see clause 2 about how and when the Student Contract becomes legally binding). If you think that there is a mistake or if you have any questions about these terms, please contact us to discuss before you submit your application at [admissions@leedstrinity.ac.uk](mailto:admissions@leedstrinity.ac.uk), or please contact West Yorkshire Police if you have specific questions about your Conditions of Service.

Your attention is particularly drawn to clauses 6, 7 and 9 which include important information about our rights to makes changes to our Student Contract with you (including the Services and to the Course (as defined

below) provided under the Student Contract), our liability to you and our rights to terminate our Student Contract with you.

## **1. ABOUT US**

Leeds Trinity University is a company limited by guarantee and a registered charity with Company No 6305220. Our registered place of business is at Brownberrie Lane, Horsforth, Leeds, West Yorkshire, LS18 5HD (the "University").

## **2. OUR STUDENT CONTRACT WITH YOU**

### *Your Conditional Offer of Appointment from West Yorkshire Police*

2.1 West Yorkshire Police will issue you with a conditional offer of appointment letter which will contain information about your Conditions of Service with West Yorkshire Police (the "Conditional Offer of Appointment Letter"). The Letter will provide you with important information about your engagement by West Yorkshire Police and about the need for you to undertake the Course with us (the "Services").

### *Conditions with which you will need to comply*

Your ongoing eligibility to study with us is subject to you meeting, and continuing to meet the conditions set out below.

2.2 You confirm that you have been recruited and appointed as a student police officer by West Yorkshire Police and that you have applied for the Course as required under your Conditions of Service with West Yorkshire Police.

2.3 You agree that you will agree to the Conditions of Service with West Yorkshire Police, and, if you are an apprentice, the Commitment Statement, as soon as possible after applying for the Course, and in any event, before you are scheduled to join the Course. You must also register with the University as described in clause 2.9. We will provide you with information about how to do this when you submit your application to us.

2.4 You confirm that you have undergone and passed a security vetting process with West Yorkshire Police prior to becoming a student police officer and you must maintain compliance with these requirements for the duration of the Student Contract.

2.5 Your Conditional Offer of Appointment Letter may also include details of any additional conditions that you will need to comply with. Please refer to your Conditional Offer of Appointment Letter for further detail.

2.6 It is your responsibility to ensure that all information you provide to us and to West Yorkshire Police is true, accurate and complete and not misleading and remains true, accurate and complete and not misleading for the duration of your Student Contract. Please note that if we become aware that information you provide to us at any time is not true, accurate and/or complete, and/or is misleading, or at any point becomes untrue, inaccurate and/or incomplete, and/or misleading we may inform West Yorkshire Police and you may no longer be able to continue with the Course in accordance with clause 9.

2.7 . You will not personally be responsible for paying the Course fees. Your fees will be paid for by the Apprenticeship Large Employer Levy funds or directly from West Yorkshire Police (as agreed between us and West Yorkshire Police). You must inform us immediately if you leave West Yorkshire Police for any reason during the duration of the Student Contract so that we may notify the relevant authorities.

#### *How to join us*

2.8 Your Student Contract with us will become binding on you and us when you submit your application to us using the link given to you in your Conditional Offer of Appointment Letter. You must ensure you submit your application within the time period specified in the Conditional Offer of Appointment Letter as, if you fail to do so, you may not be able to join the Course. After you have submitted your application, we will give you more instructions about how you can register with us.

2.9 We will work with West Yorkshire Police as required to facilitate this registration process, and we may need to contact you to obtain more information about you and your qualifications if you have not already provided that information to West Yorkshire Police.

### **3. YOUR LEGAL RIGHT TO CANCEL THE STUDENT CONTRACT**

3.1 As you will be entering into this Student Contract in your capacity as a trainee police officer, you will not have any right to cancel this Student Contract under the Consumer Contract Regulations 2013.

## **4. YOUR OBLIGATIONS**

### **4.1 You are required to:**

4.1.1 comply with the terms and conditions of the Student Contract and, if you are joining the West Yorkshire Police on an apprenticeship programme, you will also be required to comply with the Commitment Statement;

4.1.2 keep all information provided to us and to West Yorkshire Police up to date and notify us promptly of any changes in your information;

4.1.3 meet the conditions identified in clause 2 and any others that might be referred to in your Conditional Offer of Appointment Letter and continue to satisfy these conditions (where relevant) throughout the duration of the Student Contract. Your learning with us is conditional on you remaining an employee of West Yorkshire Police;

4.1.4 comply with all codes, regulations, policies and procedures as amended from time to time (links to these are provided at the Appendix of these Terms and Conditions), however, please note that you will also be subject to the codes of conducts and policies imposed on you by West Yorkshire Police, and you acknowledge that the terms of the codes and policies of West Yorkshire Police will take priority over any of those policies listed in the Appendix. You expressly acknowledge that you will be held accountable to higher standards than the wider student community at the University to reflect the higher conduct expectations which are applied to police officers; and

4.1.5 register with us before the start of your Course and, subject to you meeting the requirements for the following year of the Course, re-register with us each academic year.

## **5. OUR OBLIGATIONS**

### **5.1 We will:**

5.1.1 provide the Services to you with reasonable care and skill, and in accordance with any specific requests and instructions we receive from West Yorkshire Police;

5.1.2 make an award to you where you have met all requirements under the Student Contract;

5.1.3 notify you of any material changes to the Student Contract as soon as reasonably practicable; and

5.1.4 liaise with West Yorkshire Police in connection with your learning in accordance with the terms of our contract with them.

## **6. OUR RIGHT TO MAKE CHANGES TO THE STUDENT CONTRACT AND SERVICES**

6.1 Whilst we will always look to avoid making changes to the Student Contract (including changes to the Services), there may be times where changes are needed. In each instance, we will assess the potential impact of this change on the Student Contract and you, and will follow the principles set out in this clause 6. The University is always looking to improve and enhance the student experience, and will consult regularly with students, faculty staff and West Yorkshire Police so that we can ensure that the learning you receive as part of the Course will give you the opportunity to qualify as a police officer with West Yorkshire Police should you meet all of the Course's requirements and standards.

6.2 The circumstances referred to in this clause 6 are not the only ones that may arise during your Student Contract, but these will give you some context as to when and how we may need to change the Student Contract (including your course).

6.3 We may change your Student Contract (including changes to your course) at any time with the agreement of West Yorkshire Police. You acknowledge that we are required to comply with the requests of West Yorkshire Police to ensure that the Course remains appropriate and suitable to help you develop your skills as a police officer. Some of the reasons we might wish to make changes include, but are not limited to:

6.3.1 to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements;

6.3.2 to implement technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements, which may result in us removing or adding optional modules or changing the mode of delivery for modules;

6.3.3 to address any external examiner feedback received as a result of our assessment processes and/or results from our regular student feedback sessions;

6.3.4 to address a security threat; and/or

6.3.5 to deal with staff absences or resignations.

6.4 There may also be occasions where we may need to change the method or location used to deliver certain modules and where you are attending a course. The Course will be delivered using a combination of online and on-campus delivery methods, and we will liaise with West Yorkshire Police throughout the term of the Student Contract in connection with the structure of the Course.

6.5 We may also need to make changes to reflect the ongoing disruption caused by the COVID-19 pandemic, but any changes we make will not change the content of learning that we provided, only the delivery.

## **7. OUR LIABILITY TO YOU**

7.1 If we fail to comply with this Student Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Student Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Student Contract.

7.2 We cannot accept responsibility and we will not be liable to you for:

7.2.1 any damage to, or loss of, your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence;

7.2.2 work submitted for assessment that is not returned;

7.2.3 personal injury or death except in so far as it is caused by our negligence; or

7.2.4 loss of opportunity and loss of income or profit, however arising or

7.2.5 any damage to, or loss of, your property when you are not at our premises.

7.3 We do not exclude or limit in any way our liability for:

7.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

7.3.2 fraud or fraudulent misrepresentation; or

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

7.4 You may have separate rights against West Yorkshire Police under your Conditions of Service.

## **8. EVENTS OUTSIDE OUR CONTROL**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Student Contract that is caused by an Event Outside Our Control.

8.2 An Event Outside Our Control means any act or event beyond our reasonable control including without limitation:

- 8.2.1 strikes, lock-outs or other industrial action by third parties;
- 8.2.2 strikes, lock-outs or other industrial action by our employees;
- 8.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or "act of god", or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Student Contract:

- 8.3.1 we will contact you as soon as reasonably possible to notify you; and
- 8.3.2 our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

8.4 Should an Event Outside Our Control interfere with our ability to deliver your programme, we will use reasonable endeavours to minimise the disruption caused to you.

## **9. DURATION AND TERMINATION RIGHTS**

### *Duration of the Student Contract*

9.1 The Student Contract will continue for the duration set out in the Course description unless terminated or extended in accordance with these Terms and Conditions.

### *Our rights to terminate*

9.2 We reserve the right to terminate the Student Contract on notice to you (such notice as may be appropriate having followed any relevant University policies or procedures but, where the circumstances dictate, immediate notice) as a result of:

- 9.2.1 us becoming aware that information you have provided to us is not true, accurate and complete and/or misleading and/or at any point becomes untrue, inaccurate or incomplete and/or misleading;
- 9.2.2 you failing to materially comply with your obligations under this Student Contract;
- 9.2.3 you failing to comply with requests for information, to make declarations and/or to meet specific requirements of your course as specified in the Conditional Offer of Appointment Letter;

9.2.4 your circumstances changing so that you no longer employed by West Yorkshire Police, or you no longer have permission to remain in the UK, or you acquiring a relevant criminal conviction or developing a health condition that prevents you from meeting the occupational health requirements of your Course;

9.2.5 you failing to meet the requirements to register for your Course or failing to re-register in subsequent years within the required timescale;

9.2.6 material breach by you of our regulations, policies, procedures and/or codes;

9.2.7 you failing to meet the required standard performance of your Course as prescribed by academic and professional suitability requirements; or

9.2.8 where you engage in any activity or otherwise act in a manner that brings us into disrepute.

9.3 Prior to exercising any rights of termination as set out in the clause above, we will contact West Yorkshire Police and discuss any breaches with them before determining what action if any to take.

9.4 We reserve the right to end this Student Contract where our contract with West Yorkshire Police ends for any reason. In such circumstances, you will be contacted by us and/or West Yorkshire Police to manage the conclusion, or if appropriate, the continuation, of your studies.

9.5 We will be entitled to end this Student Contract if we are directed to do so by West Yorkshire Police.

## **10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

10.1 You acknowledge that the University will need to hold, access and/or process personal data relating to you in accordance with privacy notices as may be provided to you from time to time.

## **11. OTHER IMPORTANT TERMS**

11.1 We may transfer our rights and obligations under these Terms and Conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

11.2 This Student Contract is between you and us. No other person shall have any rights to enforce any of its terms, but you acknowledge that we will liaise with West Yorkshire Police in connection with your learning.

11.3 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.4 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

11.5 These Terms and Conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. 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.

## **12. COMPLAINTS AND QUERIES**

12.1 The University operates a number of complaints procedures and policies, including the Complaints Procedure.

12.2 We also have the following specific complaints procedures in relation to complaints for:

12.2.1 results of examinations or assessments (these complaints are known as appeals and have procedures defined within Academic Appeals Procedure)

12.2.2 equal opportunities (see Protection of Dignity at Work and Study Policy); and

12.2.3 sexual and racial harassment (see Protection of Dignity at Work and Study Policy).

12.3 You may also refer your complaint to the Office of the Independent Adjudicator for Higher Education.

12.4 If you have any queries about your Student Contract, you should contact: Chief Operating Officer/University Secretary, Leeds Trinity University, Horsforth, Leeds, LS18 5HD, who will be responsible for determining any matters of interpretation.

## APPENDIX

### **Codes, Regulations and Policies**

Full details of codes, regulations and policies referred to in this Appendix can be found at: <http://www.leedstrinity.ac.uk/about-us/governance/key-documents>

[Academic Appeals Procedure](#)

[Acceptable Use Policy](#)

[Access and Participation Plan](#)

[Admissions Policy](#)

[Anti-Bribery Policy](#)

[Applicant Feedback and Complaints Procedure](#)

[Archiving Policy](#)

[Code of Practice on Freedom of Speech](#)

[Code of Research Conduct and Ethics](#)

[Complaints Procedure](#)

[Data Protection Policy](#)

[DBS Recruitment of Ex-Offenders Policy Statement](#)

[DBS Secure Storage Handling Use Retention and Disposal Policy](#)

[Drugs Misuse Policy](#)

[Equality, Diversity and Inclusion Policy](#)

[Fitness to Study Procedure](#)

[Policy on Eating and Drinking in the Andrew Kean Learning Centre \(AKLC\)](#)

[Policy on Support of Pregnant Students and Students with Infants](#)

[Protection of Dignity at Work and Study Policy](#)

[Recognition of Prior Learning Policy and Guidelines](#)

[Research Student Handbook](#)

JUNE 2020

Safeguarding Policy and Procedure

Smoking Policy

Student Academic and Professional Misconduct Policy and Procedure

Student Academic Engagement Policy

Student Charter

Student Conduct and Discipline Code

Student Financial Regulations

Student Mental Health Policy

Student Protection Plan

Student Recording of Teaching Sessions Policy

Taught Programme Academic Regulations

Taught Programme Academic Regulations - Level 6 only

Whistleblowing Policy