

DMU Global Student Agreement

1. DMU GLOBAL EXPERIENCE

- 1.1 These are the terms and conditions for your DMU Global experience. Please read them through carefully before you accept your offer to join and make required payments for your chosen DMU Global experience.
- 1.2 We use some words repeatedly in these terms and conditions – for example “the University” refers to DMU, we refer to these terms as our “Agreement”, and the DMU Global experience you wish to join is referred to as your “Experience”.
- 1.3 Please note if your Experience involves accommodation or activities at one or more other institutions they are each described as a “Host Organisation” in these terms.
- 1.4 Following your acceptance these terms and conditions shall apply from the date you accepted them until and throughout your Experience, unless terminated earlier in accordance with clauses 6 or 7.

2. KEY INFORMATION

- 2.1 This Agreement applies to the Experience as advertised to you and for which you submitted a successful application to join.
- 2.2 Following acceptance of this Agreement you will be invited to make any required payments advertised to you and stated in your application to secure your place on the Experience.
- 2.3 Please note **your place on the Experience will not be secured until you have made all required payments.** If you do not make payments required within the timelines stated in your application you will lose your place on the Experience and this Agreement will be terminated.
- 2.4 You may also be required to accept separate terms and conditions from Host Organisations or other third party providers involved in the Experience.
- 2.5 Please note **if you cannot accept third party terms and conditions which are reasonably required by the University to provide the Experience** the University may need to terminate this Agreement, or limit your participation in the Experience accordingly.

3. OUR OBLIGATIONS TO YOU

After you have made all required payments for your Experience the University will:

- 3.1.1 Provide you with the Experience, subject to clause 6 and with you meeting Your Obligations as set out in clause 4.
- 3.1.2 Deliver the Experience using reasonable care and skill - however noting no guarantee or warranty is given by the University that the Experience will meet all expectations of students participating.
- 3.1.3 Provide you with any support and information reasonably required to join the Experience and as reasonably agreed with a Host Organisation.
- 3.1.4 Make you aware in pre-departure preparation sessions, training and content of general health and safety measures which will need to be undertaken in respect of the Experience.
- 3.1.5 Provide a University Contact for the Experience, who may also act as a Trip Lead and accompany you and fellow students on your Experience.
- 3.1.6 Make available to you relevant contacts to whom you can report problems or queries whilst on the Experience.
- 3.1.7 Maintain contact with Host Organisations during the Experience to monitor and evaluate the Experience (particularly in terms of your health, safety and welfare).
- 3.1.8 Support, insofar as is reasonably possible, with all concerns, problems and complaints raised by a Host Organisation and any students in respect of the Experience in a prompt manner, in line with University complaints process outlined in clause 10.
- 3.1.9 Comply with the provisions of the Data Protection Act 2018 at all times in relation to the Experience.

4. YOUR OBLIGATIONS

As a student on the Experience you make the following undertakings to the University:

- 4.1 **To conduct yourself responsibly and respectfully on the Experience, in particular:**
 - 4.1.1 To use your reasonable endeavours to participate fully in the Experience, to abide by the rules and regulations of any Host Organisation and not do anything which may bring the University and/or the Host Organisation into disrepute.
 - 4.1.2 To comply with all local and national laws and customs of the country where the Experience is taking place.

- 4.1.3 To abide by the University's Code of Conduct and Student Regulations and Policies as specified here: <https://www.dmu.ac.uk/studentregulations>
- 4.1.4 To adhere to the Trip Lead's and Host Organisations' authority when undertaking the Experience.
- 4.2 **To support safe and successful delivery of the Experience for you and your fellow students, in particular:**
- 4.2.1 To carry out all lawful and proper tasks assigned to you in relation to the Experience promptly and carefully and to comply with all reasonable requests made of you by the University (or the Host Organisation if applicable) prior to, during and after the Experience.
- 4.2.2 To provide prompt responses to all University communication and requests for information, before and during the Experience.
- 4.2.3 To attend the mandatory pre-departure briefing sessions that relate to the Experience.
- 4.2.4 To keep your University Contact and/or Trip Lead informed of any changes or issues which arise in connection with the Experience.
- 4.2.5 To comply with all recommendations given by the University at pre-departure briefings, including prompt reporting of incidents to the University.
- 4.2.6 To inform the University of any issues that may arise within a timely manner so that they can be addressed promptly, accepting that issues raised post-trip cannot necessarily be rectified.
- 4.3 **To promptly make all payments required of you by the University for delivery of the Experience, in particular:**
- 4.3.1 To be fully responsible for your own personal expenses during the Experience - which will not be covered by the University unless otherwise agreed with you in writing.
- 4.3.2 To confirm participation and complete the required documents to enable payment of the DMU Global bursary (where relevant).
- 4.4 **To take responsibility for your ability and fitness to travel and participate in the Experience, in particular:**
- 4.4.1 To notify the University and the Host Organisation promptly of any matter which is likely to affect you and your undertaking of the Experience.
- 4.4.2 To confirm your own travel plans to the DMU Global team or Trip Lead prior to departure (where relevant).

- 4.4.3 To read in full and comply with the requirements of the DMU travel insurance information provided to cover the duration of the Experience.
- 4.4.4 To obtain your own visa and complete all required immigration formalities, including meeting all entry requirements for the destination(s) and return to the United Kingdom.
- 4.4.5 To obtain all travel and other documents required, sharing passport details with the University when required, and understand that any immigration advice provided by the University is for information only.

5. YOUR DETAILS

- 5.1.1 If you have any condition or physical or mental health need which may affect your participation in the Experience, for example physical difficulties or hidden difficulties, you are encouraged to tell the University as soon as possible before your experience. This is so we can take appropriate measures to support your participation, and ensure that these measures are in place as early as possible for the Experience.
- 5.1.2 There may be exceptional circumstances where you may be unable to join, or participate in all activities involved in, an Experience as advertised for a reason related to your impairment or condition despite all reasonable adjustments being made by the University, whether this was disclosed by you in advance of the trip or not. These cases will be assessed by DMU Global, the Disability Team and the Trip Lead on a case-by-case basis.
- 5.1.3 We also ask you to provide accurate pre-existing health and medication information to the University for insurance purposes – please note if you fail to declare a pre-existing health condition this may mean you are not covered under the University's insurance.
- 5.1.4 Where you do provide health and medication information for insurance purposes the University is authorised to disclose this information, which may include sensitive personal data, to DMU's Travel Insurance provider and Travel Agent as required in relation to participation in the Experience. Please note that any sensitive personal data will only be shared in this way confidentially for the purposes of the Experience.
- 5.1.5 Your name and email address can be shared with other students who will be taking part in the same Experience at pre-departure stage.
- 5.1.6 Please note you may be photographed, filmed, videoed or otherwise captured in image form during events organised and hosted by the University regarding DMU Global and such images may be used in such publicity materials as the University

deem appropriate unless you notify us to opt-out by emailing dmuglobal@dmu.ac.uk.

- 5.1.7 Additionally, your name will be used in DMU Global marketing materials and you may be required to provide information to the University about the Experience for marketing purposes.

6. CHANGES TO YOUR EXPERIENCE AND TERMINATION

6.1 Please note that in some circumstances we may notify you of proposed updates and changes to your planned Experience, as follows:

- 6.1.1 We commit to deliver the Experience within the period advertised on the DMU Global website and set out in your application to join, however the exact dates for your Experience, including departure and return, will be confirmed in reasonable time before you depart.
- 6.1.2 We commit to provide you with the Experience as advertised and detailed in your application however the University may, within that commitment, make what it considers minor changes to the Experience and its itinerary as reasonably required to support or improve the smooth running of the Experience for all students involved, for example to adjust or replace specific activities, visits and engagements available during the Experience.
- 6.1.3 Please note that in some circumstances we may also need to terminate, make changes to or otherwise delay the Experience where due to events outside the University's reasonable control, after the University has taken all reasonable steps to minimise disruption, we could not otherwise provide the Experience as advertised as a safe, compliant and supported trip for all students involved. Events in this context could include, but are not limited to:
- 6.1.3.1 interruption or threat to national or international travel – for example due to weather conditions, government restrictions or political unrest; or
- 6.1.3.2 non-performance by suppliers or other third parties involved in the Experience, including airlines, travel operators or Host Organisations.
- 6.1.4 In all the instances above we will notify you of possible updates and changes soon as possible and where we consider the changes or delays are material we will offer you the right to cancel this Agreement and receive a refund as set out in clause 7 below.
- 6.1.5 If the University does seek to make other changes to this Agreement or your Experience beyond the scope of clauses 6.1.1 to 6.1.4 this will be notified and agreed in writing with you before the Experience begins. If you do not feel able to

agree the University's changes or do not wish to then participate you may then cancel this Agreement and receive a refund as set out in clause 7 below.

- 6.1.6 Please note you will also have a right to terminate this Agreement for material breach of this Agreement by the University including for any changes to or non-performance of the Experience not authorised under clauses 6.1.1 to 6.1.4, in which case we will also offer you the right to a refund as set out in clause 7 below, separate to any other remedies you may have at law.

- 6.2 **Please note that the University may also terminate or suspend the Experience and/or your participation in some or all of it** – before or after the Experience begins – for:

- 6.2.1 significant failure to follow the agreed Experience itinerary or failure to adhere to safety requirements;
- 6.2.2 the material breach of your agreed obligations under this Agreement;
- 6.2.3 breach of the University or a Host Organisation's rules and regulations;
- 6.2.4 criminal activity or behaviour that breaches local laws, regulations or visa conditions;
- 6.2.5 unauthorised absence from the group or departure from agreed travel arrangements;
- 6.2.6 bullying, harassment, discrimination, threatening behaviour or abusive conduct towards students, staff, partners or members of the public;
- 6.2.7 damage to property, theft, fraud or other dishonest conduct;
- 6.2.8 excessive alcohol consumption, misuse of drugs, or behaviour resulting from substance use that affects the safety, wellbeing or experience of others;
- 6.2.9 conduct that brings, or is likely to bring, the University or a Host Organisation into disrepute.

- 6.3 **Please note in relation to the Experience and your broader studies at the University:**

- 6.3.1 Non-credit bearing DMU Global experiences are in addition to and do not form part of the academic studies/degree course at De Montfort University and the degree course at De Montfort University takes precedence over your Experience.
- 6.3.2 Should the Experience clash with any academic requirements of your degree course, including any assessments, your academic studies will take priority.

- 6.3.3 Deferrals will not be granted in order that you are able to participate in your Experience.
- 6.3.4 This Agreement shall terminate automatically and your place on the Experience be withdrawn if you cease to be registered as a student with the University or are suspended.
- 6.3.5 If you become a debtor of the University or you have been reprimanded following a University disciplinary process then the University may also in its discretion choose to withdraw your place.

7. RIGHT TO CANCEL

- 7.1 You will have 14 days from the acceptance of this Agreement to cancel this Agreement without liability and for any reason by notifying the University in writing of such cancellation. This is the “Cancellation Period”, and:
 - 7.1.1 The cancellation period will expire after 14 days from the day of the conclusion of this Agreement.
 - 7.1.2 To exercise the right to cancel within the Cancellation Period, you must inform us of your decision by way of a clear written statement such as an email to dmuglobal@dmu.ac.uk. You may use a model cancellation form provided [here](#), but you do not have to use this template.
 - 7.1.3 Where you wish to cancel in this way:
 - 7.1.3.1 To meet the cancellation deadline, it is sufficient for you to send us your written cancellation before the Cancellation Period has expired.
 - 7.1.3.2 We will then reimburse all payments received from you. We will make the reimbursement to you without undue delay, using the same method of payment you used unless agreed otherwise, and no later than 14 days after the day on which you inform us of your decision to cancel the Agreement. You will not incur any fees as a result of the reimbursement.
 - 7.1.4 If your Experience has already begun, or is due to begin before the end of the Cancellation Period, then by accepting the offer to join you are expressly agreeing that the University's service to you should begin within the Cancellation Period.
 - 7.1.5 If your Experience has already begun within the Cancellation Period when you exercise your right to cancel you will be liable to pay us an amount which is in proportion to the Experience delivered to you until that point. If your Experience has been completed within the Cancellation Period you will lose the right to cancel at that point.

7.2 If you withdraw from the Experience outside of the Cancellation Period you will not be reimbursed for financial contributions paid unless you give notice to withdraw from the Experience i) in response to changes or breaches by the University as set out in clause 6 of this Agreement, or ii) due to medical extenuating circumstances confirmed by documentation which make it unreasonable for you to participate.

7.3 Please note if you are no longer able to attend your Experience due to a clash with your academic studies you should immediately notify the University. This cannot be cited as valid reason for refund of any payment made.

8. BURSARY PAYMENTS

8.1.1 If you choose to withdraw from the Experience, or we terminate this Agreement, and you have received a bursary towards your costs then you may, at the University's discretion, be required to reimburse some or all of the bursary paid – separate from your own payments to enable your participation.

8.1.2 Where requested by the University following withdrawal or termination you will then repay the DMU Global bursary promptly.

9. LIABILITY

9.1 If we fail to comply with our obligations under this Agreement, we may be responsible for direct loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our proven negligence, but we are not responsible for any loss or damage that is indirect or not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if we both contemplated it at the time we both entered into this Agreement.

9.2 Notwithstanding clause 9.1 nothing in this Agreement shall exclude, restrict or limit the liability of the University for death or personal injury caused by that party's negligence or for fraud, or any other liability which cannot be excluded by law.

10. COMPLAINTS

10.1 The University recognises your right to raise issues of concern about the services provided by the University, including your Experience. The University's Student Complaints procedure can be found at <https://www.dmu.ac.uk/complaints>

11. GENERAL

- 11.1 This Agreement shall be governed in accordance with the laws of England and Wales and the University and the student accepting this Agreement submit to the exclusive jurisdiction of the English Courts.
- 11.2 Should any part, term or provision of this Agreement be found illegal or unenforceable, the validity of the remaining provisions shall not be affected.
- 11.3 Nothing in this Agreement or any negotiations shall be deemed to constitute a partnership between the parties or constitute one party as the agent of the other.
- 11.4 No variation of or amendment to this Agreement shall be binding unless made in writing and signed by all Parties to this Agreement.
- 11.5 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, communications, representations, warranties, undertakings and/or discussions whether oral or written between the parties other than representations made fraudulently.
- 11.6 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 11.7 The University shall not have any liability for any failure to perform or for any delay in the performance of any of its obligations under this Agreement caused by any factor beyond its reasonable control.