

**De Montfort University Kazakhstan Student Contract
Academic Year 2024-2025**

Limited Liability Partnership “De Montfort University Kazakhstan”
BIN 210340016753
admissions@dmuk.edu.kz
sas@dmuk.edu.kz

and the Student (and his/her legal representative if the Student at the moment of accepting terms of this Contract is under 18 years old), hereinafter the University and the Students jointly referred to as “the Parties” and separately as “the Party” or in another way that identifies each Party, have entered into this contract on the following:

- **These terms and conditions become legally binding once signed by the Parties in one of the following forms:** hardcopy of the Agreement, softcopy in the PandaDoc service (PandaDoc, Inc. San Francisco, California, USA) by filling in the “Signature” section by the Student, or by using an electronic digital signatures by the Parties.
- **When Admissions receives confirmation of accepting the Offer from the Applicant’s (the Student’s) personal account via the Admissions System and signed Agreement, the Student and his\her legal representative confirm that:**
 - 1) **The Student or the legal representative on behalf of the student takes all responsibility arising from this Contract;**
 - 2) **The Student or the legal representative on behalf of the student gives unconditional consent to all terms and conditions of this Contract.**

Before signing the Agreement, the Student confirms that he\she has read the details of the educational program he\she has chosen to study.

This Contract shall be valid through the complete execution of the Program and contractual duties by the Parties.

It is important that you read through this entire document because by accepting the Offer, you are accepting the terms and conditions set out in this Contract and any documents referred to in this Contract.

We would like to draw your attention to certain clauses in this Contract. Please note, drawing your attention to such clauses, does not lessen the importance of all other clauses in this Contract and you should make sure you are aware of all obligations under this Contract.

We draw your attention specifically to the following clauses:

- **Your right to cancel the Contract: clause 3.**

Clause 3 sets out what you need to do to cancel the Contract. The way in which you can cancel the Contract, the Tuition Fees and any other Charges which you might be liable to pay, depends on when you wish to cancel.

- **How you and the university can terminate the Contract: clause 10.**

Clause 10.1 sets out the circumstances in which the University may terminate the Contract with you. Clause 10.2 sets out how you can terminate the Contract or suspend your studies.

- **Other terms (contained in other documents) that you will be subject to clause 4.**

Clause 4 sets out the documents that make up the Contract between you and the university. They are as follows:

- This Contract;
- [Tuition Fees Appendices for the relevant programme](#) ;
- Your Offer;
- [DMUK Academic Regulations](#) ;
- [Data Protection Policy](#);
- [The University’s Student Admissions Policy](#);
- [DMUK Student Charter](#);
- [The Student’s Complaints Procedure](#);

- Any other terms and conditions (Letter of Variation) for individual cases
- **What the university is not responsible to you for: clause 22.**

Clause 22 sets out what the University is and is not responsible to you for – you should read clause 22 carefully.

The University will not be liable to you for our failure or inability to meet our obligations under the Contract as a consequence of events outside our reasonable control. For example, if there is industrial action or political unrest, which means that the University cannot deliver the services to you, the University will not be liable to you for any loss that you may experience as a result.

The University will not be responsible to you for other circumstances including damage of personal items belonging to you e.g. your computer equipment or mobile devices, damage to or theft of motor vehicles or bicycles, or loss of work submitted for assessment (you should keep a copy of work that you submit for assessment).

- **Tuition Fees: clause 5.**

Clause 5 sets out your obligations to pay your Tuition Fees and what action the university can take if you do not pay your Tuition Fees (in whole or in part). If your Tuition Fees are being paid by a third party (a company sponsor), you will be liable for your Tuition Fees if the third party does not pay.

Tuition fee details can be found in Appendixes

- **Disclosure of criminal convictions.**

The university requires you to declare relevant criminal convictions as part of the application stage of absence or presence of a criminal record (if your Programme is a regulated Programme) or as soon as possible after you have accepted your Offer, and at the very latest at Registration (before your study starts) – the sooner you complete this declaration, the better, especially if you have a relevant conviction that you need to declare.

Failure to be honest about your criminal conviction history or if there is a delay in completing the declaration could mean that there will be a delay in you being able to start your studies and attend taught sessions and tutorials. The onus will be on you to catch up on any taught sessions and tutorials that you miss as a result. Failure to be honest about your criminal conviction history or if there is a delay in you completing the declaration could also mean that you have to defer your studies to the following academic year.

- **Other charges: clause 8.**

Clause 8 details what action could be taken against you if you fail to pay other Charges i.e. those not directly related to your Tuition Fees, such as fines for overdue library books.

You may not be able to attend your graduation ceremony if you owe more than 75 USD in Charges at the end of your Programme.

- **Disabilities: Clause 12.3.**

Clause 12.3 sets out the support that the university may be able to offer you if you have a disability or think that you may have a disability.

- **Your attendance: clause 12.2.**

Your participation in and attendance at taught sessions and tutorials (whether that be face-to-face taught sessions and tutorials or online taught sessions and tutorials) is monitored by the university. You are expected to participate in and attend all taught sessions and tutorials. If your attendance or presence online falls below what the university expects, or if you are found to have falsified your attendance, this could result in disciplinary action being taken against you and result in your suspension or exclusion from your Programme and the University.

- **Your obligations: Clause 12.**

Your obligations, as the Student, are set out in clause 12 and you should familiarise yourself with what is expected of you. Failure by you to meet your obligations under the Contract and what the University expects of you could result in you being suspended or excluded from the University.

1. Definitions and interpretation

We use some words repeatedly in this contract, which we intend to have certain meanings. Please read these carefully so you understand what we mean when we use them.

Term	Definition
Additional Costs (possible)	means costs you may need to cover in addition to your Tuition Fees such as field trips or materials, which we refer to in clause 7;
Admissions Team	means the Team that handles your application process to the University can be found on the University admissions office's webpage admissions@dmuk.edu.kz
Needs-based Financial Support	means financial support by the university based on financial need, once the eligible students have met the academic success requirements. Details of the Need-Based Financial Support can be found on the university's webpage DMUK Scholarships and the terms and conditions of Needs-based Financial Support will be an addendum to this Contract for the eligible students.
Cancellation Period	means the statutory period for cancellation of this Contract referred to in clause 3;
Charges	means payments you may be required to make to the University about the use of services including but not limited to sports facilities or fines for the late return of the University equipment (such as library materials or IT equipment) which are separate from your Tuition Fees;
Contract	means these general terms and conditions between you and the University and the Key Documents listed in clause 4 as amended from time to time;
Security Deposit or Deposit	Non-refundable part of Tuition Fees, Deposit prepaid reserves your place at the University as specified in your Offer and relevant Tuition Fee Appendix. If You pay your Tuition Fee for the full duration of your study or in parts, the Deposit amount will be the non–non-refundable part of your Tuition Fees. The Deposit is non-refundable with some exceptions set out in clause 6 hereof. Deposit shall be paid by the Student before the start of the First Semester.
Equipment	means but is not limited to, computers, laptops, video equipment, camera equipment, sports equipment, books
Intellectual Property	means all intellectual property rights including without limitation patents, registered designs, trademarks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, rights in and to software including source code, rights in and to confidential information and know-how, and base rights;
International Student	means a Student who is not a resident of the Republic of Kazakhstan
Interrupt studies	means where you take an agreed break from your studies for a defined period. During that time, you will not attend the University or take assessments, but will have access to the University's online learning environment, in order to maintain some contact with the University if you so wish;
KZT	Kazakhstan Tenge;
Key Documents	means the documents we refer to below in clause 4 which are not set out in full here. We have included links so that you can read them in their current form;
Late Applicant Student	If a Student enrolls after the academic year starts, a Student is considered as a late applicant;
Module	means a standalone learning unit with defined content learning outcomes and assessment task(s);
Offer	Your offer, our Offer, means a conditional or unconditional offer of a place on a DMUK Programme made to you in writing by DMUK;

Partner Institutions	means an educational institution such as a university or college with whom the university has an agreement about the teaching of DMU Leicester Programmes and/or conferment of degrees;
Programme	means the collection of Modules leading to an academic award as referred to in your Offer letter; the period of study is 3 years in the case of Direct Entry applicants and 4 years in all other cases, but no longer than 7 years for undergraduate programmes; the period of study for post graduate programs will be 1 year full-time or 2 years part-time, but no longer than 3 years.
Registration	means online or on-campus enrolment or registration onto your Programme for each academic year of Your Programme;
Scholarship	means a financial award usually given to a Student by the university Details of Scholarships available can be found on the university's webpage at DMUK Scholarships and the terms and conditions of the Scholarship will be an addendum to this Contract for the eligible students.
Special Requirements	means those conditions set out in your Offer letter which is a condition of your Offer and/or need to continue to be met as a condition of your continuation on your Programme. They may include an occupational health check or a criminal record check.
Student	means you; An individual (party to the Contract) who sent a confirmation of acceptance of the Offer through the online registration system from his\her personal account and paid any part of the Tuition Fees; a person who has entered into this Contract with the University.
Terms and Conditions	means the terms of your Contract with us and the conditions which apply to them as set out or referred to in this agreement;
Term	means the periods that make up the academic year;
Tuition Fee	means the fees payable by you, or on behalf of you for tuition, registration, examination and assessment which are set out in your Offer letter in exchange for us providing educational services to you. The Tuition Fee does not include Additional Costs or Other Charges; the Tuition Fee includes Security Deposit which is a non-refundable part of the Tuition Fee. Tuition Fees are included in the Annexes to the Contract, which are an integral part of the Contract and are subject to annual change and unilateral approval by the University.
University/We/Our	means De Montfort University Kazakhstan (also) known as DMUK a higher education Institution established under the Decree of the Government (Decree number 270 on 27.04.2021) Principal address is 120\48 premises 4, al-Farabi Ave., Almaty, KAZAKHSTAN
USD	United States Dollars;
Working Days	means days, which are not national holidays or other closed days as determined by the University;
Withdraw/Withdrawal	means leaving your Programme\University permanently;
You	means the Student;

2. Introduction – what this Contract covers and when it takes effect

2.1 This Contract governs the relationship between you and the University. It does **not** cover other contractual arrangements you may need to make such as for accommodation. You will need to consider and agree if you want to, other contractual terms for those commitments.

2.2 By accepting your Offer and paying any tuition fees, this Contract takes effect between you and us.

2.3 Your Offer may contain specific conditions and/or requirements for admission onto your Programme and/or your continued Registration on the Programme, such as evidence of your qualifications and Special Requirements. If you fail to meet or fail to continue to meet any of these specific conditions and/or Special Requirements or if you fail to give us reasonable evidence that you have met these conditions, we may end this Contract as set out in clause 10.

2.4 This Contract is made up of this document, the Key Documents referred to in clause 4 and any documents referred to in your Offer.

3. Your liabilities if you cancel the Contract

3.1 If

3.1.a You cancel the Contract before the start of the First Semester we will return your paid amount (if any) minus bank commission but retain the Deposit. **This is the Cancellation Period;**

3.1.b You cancel the Contract after the start of the First Semester and before and on October 31st we will return your paid amount (if any) minus bank commission but retain 50% of the First Semester Tuition fees (which includes the Deposit). **This is the Late Cancellation Period;**

3.1.c You cancel the Contract after October 31st we will return your paid amount (if any) but retain 100% of the First Semester Tuition fees (which includes the Deposit);

3.1.d You cancel the Contract after the First Semester we will return your paid amount (if any) but retain 100% of the Second Semester Tuition fees.

3.2 To exercise the right to cancel, you must inform us of your decision by way of a clear written statement sent in an email to the Admissions Team (forms might be placed on the website).

3.3 If you cancel the Contract by this clause, we will make the reimbursement to you without undue delay based on an application specifying the amount, using the same method of payment you used unless agreed otherwise, and no later than 14 working days after the day on which you inform us of your decision to cancel the Contract. If a third party paid for your tuition fees you must provide the third party's confirmation to receive the payment for his/her bank account.

3.4 If your Programme has already begun or is due to begin before the end of the Cancellation Period then, by accepting the Offer of a place and/or by registering, you are expressly agreeing that the University's service to you should begin within the Cancellation Period and/or Late Cancellation Period.

3.5 If you face force majeure circumstances or serious financial hardship, you need to request the extension of your tuition payment period and submit the tuition fee extension request form to the Student Services Department for the consideration of the University Management. After reviewing your reasonable request, the University Management may decide to allow you to pay your tuition at a later date according to the signed addendum.

4. Key Contract Documents

Your Contract with the University is comprised of the following documents that can be found on the University website:

4.1 This Contract;

- 4.2 [Tuition Fees Appendices for the relevant programme](#) ;
- 4.3 Your Offer;
- 4.4 [DMUK Academic Regulations](#);
- 4.5 [The University's Student Admissions Policy](#);
- 4.6 [DMUK Student Charter](#);
- 4.7 [The Student's Complaints Procedure](#);
- 4.8 Any other terms and conditions (Letter of Variation) for individual cases

5. Tuition Fees

Tuition Fees Appendices and all other Appendices will be integral part of this Contract.

5.1 Obligation to Pay

- 5.1.a You agree to pay or arrange for payment of, your Tuition Fees to the University by this clause.
- 5.1.b Tuition Fees for the programmes will be stated and indexed in United States Dollars but will be paid in Kazakhstan Tenge according to the exchange rate of the National Bank of the Republic of Kazakhstan on the day of payment. Details can be found in the relevant Tuition Fees Appendix.
- 5.1.c Tuition Fees are payable each year for our obligations to you including delivery of the Programme.
- 5.1.d If a third party pays for You, the Parties will sign a separate agreement with the third party before payment. If a third party is paying your Tuition Fees (company sponsor or any third party), you will be liable to pay your Tuition Fees if the third party does not pay your Tuition Fees and in this case, You will be required to pay your Tuition Fees according to payment procedure set out in the Contract between you and the University.

5.2 Late or non-payment of Tuition Fees

- 5.2.a If You or any third party who is supposed to pay on your behalf fail to pay your Tuition Fees by the date specified in the invoice or as otherwise agreed in writing by you and the University, the University has the right to take one or more of the following actions:
 - 5.2.a.i suspend your studies on your Programme including stopping you from commencing the next year of your Programme or admittance onto another Programme;
 - 5.2.a.ii exclude you, which will include exclusion from all university services;
 - 5.2.a.iii charge you a late payment fee of 1% of the annual tuition fee of your programme of study for each month.
- 5.2.b Students who owe Tuition Fees will not get their degree or any other academic award.
- 5.2.c If you owe Tuition Fees, your assessment of results will not be given on the standard notification form until your debt is cleared.
- 5.2.d The University will not provide references, confirmation of award and/or achievement, replacement transcripts or certifications or verification of true copy documents for Students with Tuition Fee debts or for those who have been excluded from the University for Non-payment of Tuition Fees.
- 5.2.e International Students may not be provided with a student visa if any part of their Tuition Fees or their Deposit is still outstanding.
- 5.2.f Before exercising its rights under this clause to exclude you or suspend you, the University will give you reasonable notice of our intentions, allow you the opportunity to make representations and consider those representations in deciding how to proceed.

5.3 In the case of any refunds to You for any reason, the University will refund the amount after deducting any bank commissions/fees that are applicable.

5.4 If you pay your 4-year tuition fees as one payment during your admission to the University, your Tuition Fees will not be changed during your studies at the University.

5.5 Tuition fees will be fixed in the next 4 years if you have started your studies with the foundation program; and in the next 3 years if you have started your studies as a direct entry to your program. The University has the right to increase Tuition Fees if the annual inflation in Kazakhstan exceeds 30% which impacts the financial stability and operations of the university.

6. Deposit

Clause 6 relates to both local students and **if** you are an International Student.

6.1 As a student who wishes to accept a place at the University, you are required to pay a Security Deposit.

6.2 Your place at the University is not guaranteed until the University has received the Security Deposit in full.

6.3 However, for international students in certain limited circumstances, we will refund your Security Deposit less a 500 USD administration charge. These circumstances include:

6.3.a If circumstances beyond your control prevent you from travelling to Kazakhstan to study; or

6.3.b if your visa application is refused for reasons other than maintenance; or

6.4 In all other circumstances, the University **will retain all of your Security Deposit**. These circumstances may include:

6.4.a If you change your mind about coming to study at the University;

6.4.b If you have used your visa to enter Kazakhstan not to study at the University;

6.4.c If you have started the Programme and subsequently decide to leave;

6.4.d If you have provided false information, forged documents or withheld any information in your visa application in any way which has resulted in a visa refusal.

7. Additional Costs

7.1 You will be responsible for paying any Additional Costs you incur, e.g. for the Programme “Graphic Design” you will be required to purchase required course materials on your own.

7.2 These costs vary from Programme to Programme. They may include field trips, travel for work, placement opportunities, materials, additional textbooks and other costs such as supplementary printing, uniforms or equipment costs depending on the Programme you undertake.

7.3 If you are studying for your Programme at a Partner Institution, you will be responsible for paying the Partner Institution’s tuition fees and any additional costs you incur as made known to you by the Partner Institution.

8. Other Charges

8.1 You will be responsible for payment of any other Charges you incur.

8.2 We may also suspend your use of the facility about which the debt relates i.e., if you owe library fines you may be suspended from use of the library until full payment is made by you.

8.3 If you owe fees including Charges for late/non-return/damage of Equipment to the University, the University will work with you to resolve the situation before we take action against you for recovery.

8.4 If at the end of your Programme, you owe more than 75 USD in non-academic debts such as Charges, although you may graduate you and your family and friends may not be permitted to attend your graduation ceremony.

9. Special Requirements and Conditions of Offer

9.1 You will have to comply with the professional, statutory, regulatory or other conditions stated in your Offer.

9.2 It is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, and disabilities) are made to the University during the admissions process and the period of study and that you comply with all relevant rules and regulations during study (and placement, if appropriate)

9.3 You must tell the University as soon as possible in writing if you receive a criminal conviction or if you no longer meet the Special Requirements applicable to you or no longer satisfy any other conditions of your Offer.

9.4 You must complete an annual criminal convictions declaration to confirm to us whether you have any relevant criminal convictions or inform us of any changes in the 12 months prior.

9.5 Failure to comply with any such Special Requirements may result in you not meeting the conditions of your Offer and not being able to Register or you may be required to leave your Programme and/or the University.

10. Termination of the Contract

How the University can terminate this contract and require you to leave

10.1 The University can terminate the Contract if you are in breach of any of the obligations on you in this Contract and any of the following circumstances:

10.1.a If any of the information you have provided about yourself is false or you failed to provide significant (in the reasonable view of the University) information about you;

10.1.b If you fail to pay your Tuition Fees when due;

10.1.c If you are found to have committed an academic offence, for example, plagiarism or cheating;

10.1.d If you behave in a way that breaches our disciplinary code (within the [DMUK Academic Regulations](#))

10.1.e If you breach any other requirements of your Programme;

10.1.f If you do not satisfy or cease to satisfy the conditions in your Offer letter

10.1.g If you no longer meet Special Requirements, including but not limited to fitness to practice;

10.1.h If you no longer have relevant immigration or visa clearance to study in Kazakhstan;

10.1.i If you don't carry out the mandatory health and safety training required for your Programme (where applicable);

10.1.j If you have failed your Programme by the Programme specific requirements for that Programme and academic regulations;

10.1.k If your attendance record and/or online presence record falls below what is required.

10.1.l In other cases, listed in the DMUK Charter.

10.2 How You can terminate this Contract or suspend your studies:

10.2.a You can end the Contract at any time by notifying us in writing and the Contract will end on our confirmed receipt of that notice if you have no liability to us.

10.2.b Your liability for fees depends on when you end the Contract.

10.2.c You can also request to Interrupt or Withdraw from your studies at any time.

10.2.d If you terminate the Contract or if you Withdraw from or Interrupt your studies, you will be liable for the full Tuition Fees for that term and any other outstanding amounts due to the University.

11. Our Obligations to you

11.1 The University is committed to providing you with a challenging learning experience to help you reach your full potential. To that end, the University will regularly review its teaching, learning and assessment strategy and associated activities in consultation with the student body.

11.2 The University will provide you with educational services for your Programme and will do so with reasonable care and skill.

11.3 The University will provide you with support through our dedicated student support teams. The support we can offer ranges from academic support to well-being.

11.4 An ID card and IT credentials will be provided to you for access to learning resources and facilities for the duration of your Registration at the University.

11.5 In case of changing any details, the legal address of the University, the University will post the relevant information on the website or send a notification to You.

12. Your obligations

The University requires you to comply with the terms of this Contract including the Key Documents. These obligations include:

12.1 Disciplinary rules

12.1.a As a student at the University you will be required to comply with the rules governing your conduct that are set out in full in the University's [DMUK Academic Regulations](#).

12.1.b Please note that failure to comply with these regulations may result in formal disciplinary procedures being taken against you which could ultimately lead to an Interruption of your studies, suspension or expulsion or any other such reasonable action that the University may determine.

12.2 Academic Progression

12.2.a You are expected to attend and participate in all face-to-face and/or online taught sessions and tutorials. Failure to do so may result in you being suspended or excluded from the University.

12.2.b You are expected to pass your Modules to progress in your studies and achieve your intended award. Your registration with the University will be ended if you fail one or more modules and have used all your reassessment opportunities but are still unable to progress or achieve an award. You should, in all cases, check the latest regulations applicable to your registration.

12.2.c You are required to submit work and similar in your own words to appropriately reference sourced materials and undertake any other form of assessment without recourse to external assessment services. An example of an external assessment service could include a third party who you may or may not pay to substantially amend and/or improve your work.

12.2.d [DMUK Academic Regulations](#) can be found on the University website or student portal sets out full details of what we consider bad academic practice and academic offences. These types of practice and these offences will result in formal action being taken by the University, the precise nature of which will depend on the particular offence.

12.2.e If there is an academic debt (unsatisfactory grade) at the end of a semester, you must retake the relevant modules on a fee basis, provided that the modules of any programmes are necessary to obtain the degree/diploma of De Montfort University Leicester. Retake of individual modules, as well as retake of studies on the programmes, is carried out on a fee basis and you will be required to pay fees in advance set out by the internal documents of the University at the time of payment before the start of the retake (registration for retakes).

12.3 Disabilities

12.3.a Students with any condition or physical or mental health need which may affect their studies, for example, physical difficulties or hidden difficulties, are encouraged to tell the University as soon as possible. This is so that we can take appropriate measures to help support you in your studies at the University.

12.4 Use of ID cards and IT credentials

12.4.a The ID card and IT credentials that you are issued by the University once you have completed Registration are provided to you and for your use alone. Any misuse of your ID card and IT credentials could be deemed a disciplinary issue and will be dealt with under the University's General Regulations and Procedures Affecting Students to which you are subject.

12.5 You may be required to reimburse the real cost of damage if you made such to the University property by your actions.

12.6 You are required to fulfil all your obligations that come from under the legislation of Kazakhstan, including decisions of the relevant councils and bodies of the University and local regulations of the University.

12.7 In the case of online learning due to force-majeure conditions, You are required to

12.7.a stay in daily contact with your lecturers,

12.7.b get acquainted with the schedule, topics, and content of classes through the available means of communication,

12.7.c daily log in to your student account (if available), email, and other communication systems and technologies to obtain educational material for self-study,

12.7.d perform tasks independently daily, including through the available means of communication established by the educational organization,

12.7.e submit completed tasks by the requirements of lecturers,

12.7.f follow the rules of academic integrity,

12.7.g use available electronic resources,

12.7.h have technical readiness for distance learning, if necessary (personal computer, Internet access, etc.)

13. Immigration and Visas

This clause 13 is relevant to International Students.

13.1 You must ensure that you have the correct visa throughout your Programme and comply with any conditions that attach to your visa. If you fail to comply with your visa conditions DMUK may have to report, you to the Kazakh immigration authorities to comply with immigration law.

13.2 Once you have an unconditional Offer from us and you have paid your Security Deposit, we will send your Confirmation of Acceptance for your Studies letter if it is requested. Information about immigration can be found on our website.

14. Contracts about professional or industrial experience projects with third parties

14.1 Some Programmes may necessitate that you have to agree to the terms and conditions of third parties, such as (but not limited to) a sponsor or funder, placement or internship provider, professional bodies, accrediting bodies or relevant third-party providers.

14.2 If you do not agree to such terms and conditions, this may affect our ability to meet our obligations to you and your ability to progress on your Programme.

15. Changes to Programme content including method of delivery, place of delivery and other changes.

15.1 Minor changes to your timetable or modules are changes that are unlikely to impact significantly on you or your programme. These will, however, be kept to a minimum and you will be notified as soon as the University reasonably can.

15.2 The University may need to make changes to the provision of your Programme such as changes to all or part of its content, the method of delivery including how you are taught, and the place or time of delivery. The University will use reasonable endeavours to avoid this but in certain circumstances, we may need to do so as set out below.

15.3 When we may/will need to make changes

Certain events or circumstances will trigger a need for us to make changes. These triggers include:

15.3.a to keep our Programmes, how we assess them and how we deliver them to you up to date, relevant and in line with current best academic practices and standards;

15.3.b changes in professional body conditions;

15.3.c to address any external examiner feedback received as part of their annual reports and/or results from our regular student feedback sessions;

15.3.d to reflect changes in relevant UK laws, statutory, regulatory and/or professional body conditions and/or sector regulation;

15.3.e altering the location of the Programme. For example, following campus consolidation to allow the university to provide the best facilities and academic provision for its students;

15.3.f staff changes – if key staff leave or are absent we may have to change our method or time of delivery or content;

15.3.g events requiring minor timetable changes;

15.3.h industrial action by university staff or third parties;

15.3.i acts of vandalism, terrorism or a security threat;

15.3.j damage or interruption to buildings, facilities or equipment;

15.3.k severe weather conditions;

15.3.l the acts of any governmental or local authority;

15.3.m where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education, in the reasonable view of the university, for Students registered on it; If the Student refuses the proposed Programme, the Student has the right to terminate the Agreement, while the University will return the entire amount of tuition fee paid by the Student by the time of termination of the Agreement;

15.3.n Health and safety matters e.g. outbreak of a communicable disease.

15.4 How we will make such changes

15.4.a If any of these circumstances happen and we propose to make a change, the University will, where reasonable, consult with you.

15.4.b If the changes are what the University deem major changes, then the University, where reasonable, will seek your agreement before making them. Major changes include, but are not limited to:

15.4.b.i changing the Programme award title;

15.4.b.ii changes to core modules (removal or addition);

15.4.b.iii changes to assessment type e.g. changing from 100% coursework to exams/vice versa or splitting assessments into coursework and exams where it was previously 100% exam or coursework;

15.4.b.iv where there are significant numbers of changes and a revalidation of the Programme has been recommended.

15.4.c if you do not agree to the major change, the University will work with you to try to find a mutually acceptable alternative. If that is not agreed, you can terminate the Contract.

16. Intellectual Property

16.1 The University's current policy is as set out in the [IP Rights Policy](#). This provides that, subject to certain exceptions including but not limited to those set out below, Students will own the Intellectual Property in any works created solely by the Student during their Programme of study at the University.

16.2 The exceptions where you will not own the Intellectual Property you create include:

16.2.a where the Intellectual Property is created through a research project including those in collaboration with a third party and those funded by third parties including, but not limited to, research councils;

16.2.b where you work on projects set by the University staff not directly related to your Programme (whether that work is directly related to your Programme will be determined by the University);

16.2.c where you are employed by a third party and your employment contract requires this;

16.2.d when you are funded by a third party;

16.2.e when you are undertaking a professional or industrial experience.

16.3 If you are contemplating further study with us after you have completed your Programme or are studying a post-graduate Programme, the circumstances in which you will and will not own the Intellectual Property you create could be different to the terms set out in the IP Policy referred to at clause 16.1 above. You should check whether you may own any Intellectual Property with the Programme lead.

17. Complaints

17.1 The University recognises your right to raise issues of concern about the services provided by the University. The University's Student Complaints Procedure can be found at: [Student Complaints Policy](#). The timelines and deadlines for dealing with complaints can be found in Chapter 9 of the General Regulations Affecting Students:

18. Data Protection

18.1 The University will comply with the Data Protection Act 2018 (UK) as student details will be held centrally at DMU Leicester in the UK.

18.2 Personal data held by DMUK relating to you may be stored in paper and/or electronic form by the provisions of the Data Protection Law of Kazakhstan, and will or may be used for certain lawful purposes as set out also in the '[How We Use student data at DMU](#)' – [Data Protection Policy](#).

18.3 You by accepting these terms give your full consent to the collection, processing, accumulation, use, storage, and distribution of your personal data by the University and all interested third parties for any purposes connected with your studies, your health and safety and for other legitimate reasons while you are a student, and also for certain purposes after you cease to be student or after graduating (alumni).

18.4 By accepting these terms and conditions, you have given your full consent to the University for 1) disclosing any information relating to your studies and conduct to your parents or designated guardians, as well as to any persons who pays for you, and 2) to enter your personal data into the Unified Higher Education System or other database/platforms of the relevant ministry of higher education.

19. Accommodation Services and contracts with third parties

19.1 Non-educational services provided by the University to you, for example, residential accommodation and sports centre membership, amount to separate and distinct contracts and are therefore subject to separate contractual terms.

20. Professional and Industrial Experience

20.1 The University offers opportunities for professional/industrial experience (including placements) subject to eligibility criteria stated on the University's website page (where applicable) for your Programme. Professional/industrial experience may be subject to separate terms and conditions with the professional/industrial experience provider which you agree to abide by when you accept the professional/industrial experience. The professional/industrial experience provider will also be subject to certain terms and conditions regulating what the University requires of you during your professional/industrial experience.

21. Scholarships and Needs Based Financial Support

21.1 The University offers Scholarships and Need-Based Financial Support to eligible Students from time to time. The Scholarships and the Need-based Financial Support that the university offers are subject to separate terms and conditions which you agree to abide by when you accept the Scholarship and/or Need-based Financial Support. Please check the website at Financial Support for Students for details of the Scholarships and discounts/supports that the University is offering. The Scholarship and Need-based Financial Support terms and conditions will be an addendum to this Contract for the eligible students.

22. What the University is responsible to you for:

If the University fails to comply with University obligations under this Contract, the University may be responsible for direct loss or damage you suffer that is a foreseeable result of the University breach of this Contract or proven negligence on the part of the University, but the university is 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 a breach by the University or if you and the University contemplated it at the time, you and the University entered into this Contract.

22.1 What the University is not responsible to you for:

The University will not be responsible to you for any of the following unless the University is proven to be negligent:

22.1.a damage to or theft of vehicles and bicycles parked on university property;

22.1.b damage to or theft of computer equipment (including infection with a computer virus) and mobile devices belonging to you and/or Equipment on loan to you by the University;

22.1.c the loss or non-return of work submitted for assessment;

22.1.d injury arising from voluntary sporting activity;

22.1.e personal injury or death except if caused by the negligence of University staff;

22.1.f loss of opportunity and loss of income or profit, however arising;

22.1.g any loss as a result of cyber fraud;

22.1.h damage to or loss of personal items belonging to you.

22.2 The University does not exclude or limit in any way liability for:

22.2.a death or personal injury caused by the proven negligence of the University or the negligence of University employees, agents or subcontractors;

22.2.b fraud or fraudulent misrepresentation; or

22.2.c any other matter which the University is not permitted to exclude or limit liability by law of Kazakhstan.

22.3 The University is not responsible for its failure or inability to meet its obligations under this Contract as a consequence of events outside the reasonable control of the University including but not limited to:

22.3.a over or undersupply of Students, staff illness, political unrest, government restrictions, concern over transmission of communicable disease, governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and acts of God (for example, events caused by the effect of nature or natural causes and outside human control or activity);

22.3.b industrial action by the University staff or third parties;

22.3.c departure of key members of the University staff or unavoidable specialist staff absence;

22.3.d events and/or activities you attend off campus which are not organised by or for the University;

22.3.e acts of vandalism, terrorism or a security threat;

22.3.f damage or interruption to buildings, facilities or equipment;

22.3.g severe weather conditions;

22.3.h the acts of any governmental or local authority;

22.3.i where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education for Students registered on it; or

22.3.j a change in Kazakhstan laws which affect the University;

22.3.k Events of national mourning.

23. Third Party Rights

23.1 Only the University and you are parties to this Contract. No person other than a party to this Contract shall have any rights to enforce any term of this Contract.

24. Our ability to vary this Contract arises in the following circumstances

24.1 The University reserves the general right to make reasonable changes to this Contract. Where reasonable, the University will consult with you (as appropriate depending on the proposed change) on such changes.

24.2 The University may need to make changes to the Contract in the following circumstances:

24.2.a Because of any changes in the laws which affect the Contract, for example, changes to the Data Protection Legislation or other laws;

24.2.b To comply with regulatory guidance such as guidance from the regulator, the Office for Students in the UK;

24.2.c To allow for new or improved methods of operation, services or facilities, in the view of the University;

24.2.d To make these terms and conditions clearer and/or more favourable to you; or

24.2.e to update or correct any mistake in the Key Documents.

24.3 The University will give you reasonable notice before the University makes these changes or, if that is not possible, the University will notify you as soon as possible after the changes have been made.

25. Law and jurisdiction

25.1 Kazakh Law governs the Contract between you and the University. You and the University both agree that the Kazakh courts have jurisdiction over any disputes that may arise under this Contract.

25.2 In case of discrepancies between other translations of the Contract the English version will prevail.

25.3 Any disputes arising out of or relating to this Contract shall be resolved by negotiation. A written response to the claim must be submitted within ten days from the date of its receipt. The Parties acknowledge e-mail\WhatsApp\Telegram correspondence as a written document flow, and the validity of (scanned) documents is equal to the legal force of paper documents, upon subsequent exchange of hard copies (at the request of one of the Parties).

26. Final Provisions

26.1 Any variation, Annex, or addition to the Contract the Parties may confirm by email including scanned documents.

26.2 The University has the right to terminate the Contract by sending a notification to the Student's email address (personal or the University account).

26.3 The Parties recognize correspondence and/or scanned documents sent by e-mail set out in the Contract or via e-systems (ERP) of the University, having legal and evidence value.