

TERMS AND CONDITIONS

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PART 1: TERMS AND CONDITIONS

When you accept an offer made by the University of a place on a Form of Study, a legally binding Contract is formed between you and the University.

The Terms and Conditions included in this document apply to you from the moment you accept our offer of a place with us and are part of the Contractual Documents between you and us.

In case of conflict between any of the Contractual Documents that form your Contract, the order of precedence is as follows:

- (i) the Terms and Conditions provided to you with your offer (as amended from time to time);
- (ii) the Contractual Regulations (included in this document in Part 3, and as amended from time to time);
- (iii) your University entry requirements and the other specific terms within your offer letter (and/or UCAS offer if applicable), including details of your Tuition Fees, your right to cancel and how to do so;
- (iv) any special requirements which apply to you, as set out in your offer letter (and/or UCAS offer if applicable) and/or other letters and emails from the University;
- (v) your Study overview summary; and
- (vi) your Study Description.

1. DEFINITIONS

In these Terms and Conditions, the following terminology shall have the following meanings:

Academic Year

means a calendar year running from 1 August in one year to 31 July in the next year. The specific dates applicable to individual students are determined by their Form of Study.

Charges

means additional payments required for Services or required as part of your Form of Study as set out in the Study Description or in your offer letter, for example, for module re-registration or library fines.

Collaborating Organisation

means an institution or organisation with which the University has an agreement in relation to the provision of Studies and/or the conferment of awards, degrees, diplomas or certificates.

Contract

means the student contract formed between you and the University on the terms set out in your Contractual Documents. The Contract may be either a Pre-Enrolment Contract or an Enrolment Contract.

Contractual Documents

means the following documents: (a) your Study Description; (b) your Study overview summary; (c) the specific terms set out within your offer letter and/or UCAS offer; (d) letters and emails from the University setting out special requirements which may apply to you; (e) the Terms and Conditions and (f) the Contractual Regulations, all of which contain contractual information and all together form the Contract between you and the University.

Contractual Regulations

means those mandatory guidelines, rules and requirements, which relate to the operation of your Contract or are essential for establishing and maintaining your status as a Student. The Contractual Regulations are part of your Contract and are listed in Part 3. They are also available on the Website at <https://www.shu.ac.uk/study-here/student-protection/student-contract>. The Contractual Regulations are different from other regulations which relate to your Study.

Course

means a programme of Study at the University.

Enrolment

means the online process by which a Prospective Student or a Student formally registers their participation or continued participation in a Form of Study at the University. Completion of the enrolment process is required for the University to grant access to the Form of Study and related Services.

Event Outside of Our Control

means an event occurring in circumstances beyond the reasonable control of the University that could not have been prevented even if the University had taken reasonable care, and as further specified in clause 11.2.

Form of Study

means a Course or a Standalone Module.

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, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

MyHallam

means the University's web-based platform for delivering learning resources and information to Students at www.shu.ac.uk/myhallam.

Pre-Enrolment

means the period of time before a Prospective Student completes their Enrolment and becomes a Student.

Prospective Student

means an individual who has accepted a place at the University, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at the University.

Services

means educational and other services and facilities provided by the University for Students, which are ancillary to your Study (such as library, IT services, sports facilities, provision of student support and guidance, etc).

Standalone Module

means an independent unit of Study, which may be taught at a set time or asynchronously, and for which set Tuition Fees apply.

Student

means an individual who is enrolled to Study at the University.

Student Protection Plan

means the University document approved by the Office for Students, which sets out what would happen if a Course, University campus, or the University closes.

Study

means structured studies or research at the University, or pursuing such studies or research, according to the context.

Study Description

means the important information about the content of your Study and details of how and where it will be delivered. Your Study Description is set out on the Website and can be found via the Study Description section at <https://www.shu.ac.uk/study-here/student-protection/student-contract>.

Summary of Onerous or Unusual Terms

means the list of significant terms in these Terms and Conditions that may be particularly surprising or important to a Student or whose significance may be missed. That list is set out in Part 2 and is specifically brought to the Student's attention on the Website at <https://www.shu.ac.uk/study-here/student-protection/student-contract>, in marketing publications, in communications related to the Contract, etc.

Terms and Conditions

means the terms and conditions contained in this document.

Tuition Fees

means the fees charged by the University for the provision of Forms of Study to Students, which may include bench fees for post-graduate research programmes.

University, We, Us

means Sheffield Hallam University, a Higher Education Corporation under the UK Education Reform Act 1988 and UK degree-awarding university under the UK Further and Higher Education Act 1992, which is regulated by the Office for Students and whose principal address is at City Campus, Howard Street, Sheffield, S1 1WB, Telephone Number +44(0)114 225 5555, Minicom only +44 (0)114 225 3582, Email: enquiries@shu.ac.uk, and which also has a place of business at Collegiate Campus, Collegiate Crescent, Sheffield, S10 2BP.

UCAS

means the Universities and Colleges Admissions Service or any successor body.

Website

means the University's website at www.shu.ac.uk.

You

means a Student or a Prospective Student.

2. YOUR CONTRACT WITH THE UNIVERSITY**2.1 Your Contractual Documents**

- 2.1.1 To help you make an informed decision about what and where to study, before you apply for a place, the University will make available to you a wide range of information through a variety of means, including through open days, written materials and information on the Website.
- 2.1.2 Your Contractual Documents contain the contractual terms on which an offer is made to you. Only the information contained in the Contractual Documents forms your Contract.
- 2.1.3 By accepting a place at the University, you are agreeing to be bound by the Contract; therefore, you must read and understand the Contractual Documents prior to accepting your place.

2.2 The Pre-Enrolment Contract

- 2.2.1 When you accept the offer of a place on a Course at the University, a Pre-Enrolment Contract on the terms of the Contractual Documents is formed between you and the University.
- 2.2.2 Your Pre-Enrolment Contract reserves you a place on your Course and gives you the opportunity to enrol if you meet the terms of your offer, your entry requirements and any special requirements within your Contractual Documents.
- 2.2.3 You have a statutory right to cancel your Pre-Enrolment Contract. The statutory cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place on a Course at the University. If your Course has not begun in this statutory cancellation period, any Tuition Fees and Charges (including a deposit) that you have paid to us will be refunded in full within 14 days of the refund being approved and upon receipt of all the required information. In such case, clauses 6.4.7 and 6.4.8 shall apply.
- 2.2.4 Your Pre-Enrolment Contract automatically expires if and when you enrol on a Course at the University in which circumstances clause 2.3 applies.
- 2.2.5 If you do not enrol on a Course by the deadline date you have been given by the University, your Pre-Enrolment Contract will automatically expire on that date.
- 2.2.6 No Pre-Enrolment Contract forms in relation to a Standalone Module.

2.3 The Enrolment Contract

- 2.3.1 When you enrol at the University, an Enrolment Contract on the terms of your Contractual Documents is formed between you and the University.
- 2.3.2 A liability to pay Tuition Fees arises at Enrolment.
- 2.3.3 You have a statutory right to cancel your Enrolment Contract in the 14 calendar days after the day you enrol at the University. If your Form of Study has not begun in this statutory cancellation period, any Tuition Fees and Charges (including a deposit) that you have paid to us will be refunded in full within 14 days of the refund being approved and upon receipt of all the required information. In such case, clauses 6.4.7 and 6.4.8 shall apply.
- 2.3.4 Your Enrolment Contract expires in accordance with clause 2.5.

2.4 University's service to you beginning within the statutory cancellation period(s)

- 2.4.1 If your Form of Study has already begun or is due to begin before the end of either statutory cancellation period referred in clauses 2.2.3 and 2.3.3, then, by accepting the offer of the place and/or by enrolling, you are expressly agreeing that the University's service to you should begin within the statutory cancellation period.
- 2.4.2 In the circumstances in clause 2.4.1, if you subsequently decide to cancel the Pre-Enrolment Contract or the Enrolment Contract within either statutory cancellation period, you will be liable to pay a proportion of your Tuition Fees to cover the period from the commencement of the University's service to you until the date of cancellation.
- 2.4.3 If, before the end of the statutory cancellation period referred in clause 2.2.3, you pay a deposit under clause 6.3 to secure your place, gain access to advice and information, and use the University's resources to facilitate your Enrolment at the University, you are expressly agreeing that the University's service to you should begin within the statutory cancellation period.
- 2.4.4 In the circumstances in clause 2.4.3, if you subsequently decide to cancel the Pre-Enrolment Contract within the statutory cancellation period, any deposit that has been paid will be retained in respect of the service that the University has provided to you under the Pre-Enrolment Contract.

2.5 Expiry of your Enrolment Contract

- 2.5.1 Your Enrolment Contract will expire, subject to the provisions for early termination in these Terms and Conditions, on the completion of your Form of Study, whether or not you are conferred with a University award.

3. ADMISSION TO THE UNIVERSITY

3.1 Consideration of applicants

- 3.1.1 All applications for a place at the University are considered on their merits in the context of the specific and general guidance set out in the Study Description and any special requirements set out in clause 3.2.
- 3.1.2 The University is not obliged to provide reasons for its decisions in relation to applications.
- 3.1.3 The entry requirements stated in the Study Description may be varied from time to time where it is reasonably considered by the University to be beneficial and/or necessary to ensure the proper delivery of education and any changes will also be published on the relevant webpages about the Forms of Study on the Website. With the exception of a circumstance arising under clause 3.1.5, such changes would not normally affect applicants or Prospective Students.
- 3.1.4 Your entry requirements will be set out in your Contractual Documents.
- 3.1.5 Prospective Students will be notified if the conditions of their offer change after an offer is made to them; generally, this would be for exceptional reasons outside the University's control such as:
 - (a) a change in the requirements of an accreditation, qualification, professional, statutory or regulatory body; or
 - (b) a change necessitated by a change in the law.

3.2 Special requirements

- 3.2.1 Students on certain specified Forms of Study and those requiring a visa to Study at the University must comply with special requirements.
- 3.2.2 Some special requirements must be complied with prior to Enrolment and other special requirements continue throughout the period of Study.
- 3.2.3 These special requirements are often imposed by law or the government, accrediting or professional bodies, or other third parties. For example:
 - (a) Prospective Students who require a visa may need to demonstrate a particular level of competence in the English language;
 - (b) some Forms of Study may require the meeting of additional ongoing requirements by Prospective Students or Students relating to their health, employment, criminal convictions and cautions to be met for Enrolment into the Form of Study;
 - (c) there may be a requirement for a satisfactory check of criminal convictions (via the Disclosure and Barring Service);
 - (d) there may be a requirement for medical examinations or immunisations; and /or

- (e) for Students Studying on a visa or on a professional Form of Study, attendance requirements and certain standards of behaviour may apply.
- 3.2.4 Details of any current special requirements that apply to you will be stated clearly in your Contractual Documents, and clarification can be obtained by emailing professionalchecks@shu.ac.uk.
- 3.2.5 Variations to the special requirements or additional special requirements may be introduced by the University from time to time without prior notice to Prospective Students and Students if they are required by a third party or by law.
- 3.2.6 Where changes are made to the special requirements because it is reasonably considered by the University that they are necessary to ensure the proper delivery of education, the University will notify Prospective Students and Students in accordance with the process set out in clause 4.3.
- 3.2.7 Failure to comply with any such special requirements may result in termination of your Contract with the consequence that you may not be permitted to begin your Study at the University or you may be required to leave your Study and/or the University.

3.3 Conditional Offers

- 3.3.1 Offers of a place may be conditional on a Prospective Student fulfilling certain requirements, either academic or otherwise, which will be stipulated when the offer of a place is made. A requirement may be one-off or ongoing. The requirement not being satisfied will be a condition that precludes Enrolment.
- 3.3.2 If a Prospective Student fails to meet these requirements to the reasonable satisfaction of the University, including if an ongoing precluding condition does materialise, the Pre-Enrolment Contract between the Prospective Student and the University shall automatically come to an end, unless the University agrees otherwise, and both you and the University shall be put in the same position as if you had never entered into any contract.

3.4 Enrolment

- 3.4.1 You are required to enrol with the University at the start of your Study and to re-enrol as required by the University (normally annually).
- 3.4.2 If you do not re-enrol within the time period specified by the University, your Enrolment Contract shall terminate.

3.5 Criminal Convictions

- 3.5.1 Applicants, Prospective Students and Students will be asked to declare:
 - (a) unspent criminal convictions for particular types of offences;

- (b) criminal charges, orders and convictions acquired after applying to the University or during the term of their Contract.
- 3.5.2 Information about which convictions you need to declare will be set out in your Contractual Documents and is also contained in a general manner at: <https://www.gov.uk/government/publications/dbs-list-of-offences-that-will-never-be-filtered-from-a-criminal-record-check/list-of-offences-that-will-never-be-filtered-from-a-dbs-certificate>.
- 3.5.3 The declaring of criminal convictions is an ongoing special requirement for Enrolment into certain Forms of Study.

3.6 Reasonable Adjustments

- 3.6.1 The University is committed to providing an inclusive and accessible environment. We take seriously our duty to implement reasonable adjustments to remove barriers that put Students with disabilities at a substantial disadvantage compared to those who do not have disabilities.
- 3.6.2 We therefore encourage applicants, Prospective Students and Students to disclose their disability and support needs and engage in any necessary discussion or health assessments as required by the University at the earliest opportunity. Early disclosure of disability during the admission process means that we are more likely to be able to implement support before an individual's arrival at the University. Where Students do not disclose their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after a Student presents at the University and begins their Form of Study.
- 3.6.3 There may be exceptional circumstances where a Prospective Student or a Student:
 - (a) may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
 - (b) is unable to undertake a Study for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.

Such instances will be assessed by the Director of Student Futures and Support and the relevant University college disability advisory service on a case-by-case basis.

4. PROVISION OF STUDIES AND SERVICES

4.1 Study Dates

- 4.1.1 Students will be notified by the University of the start date of their Study.

- 4.1.2 Unless the Enrolment Contract is terminated earlier, it will be completed on the last day of the Student's Form of Study in the Student's final Academic Year or the last day of any assessment of the Student's performance (whichever is later), regardless of whether or not the Student is conferred with a University award.

4.2 Study Description

- 4.2.1 Your Study Description is set out and updated on the Website and can be found via the Study Description section at <https://www.shu.ac.uk/study-here/student-protection/student-contract>.
- 4.2.2 The University will use all reasonable endeavours to deliver teaching and related Services required for your Study in accordance with the provided Study Description for the Academic Year in which you begin your Study. However, the University will be entitled to make reasonable changes to your Study Description and/or related Services where that will enable the University to deliver a better quality of educational experience to Students. Any changes will be made in accordance with clauses 4.3 or 4.4.

4.3 Making changes to contractual information provided about your Study

- 4.3.1 The University reserves the right to make changes to the contractual information provided about your Study.
- 4.3.2 Changes are usually made for one or more of the following reasons:
- (a) to meet external, professional or accrediting body requirements;
 - (b) to safeguard academic standards, for example, in response to substantive and formal external examiner feedback;
 - (c) where necessitated by an Event Outside of Our Control;
 - (d) to make updates to Studies to reflect best practice or new academic or subject developments which were, for good reason, unable to be completed in a timely way as part of our normal curriculum changes;
 - (e) where there is clear evidence that change will materially improve the Students' experience of their Study.
- 4.3.3 Such changes may be to:
- (a) the content and syllabus of Forms of Study;
 - (b) the timetable, location and number of classes;
 - (c) the structure and/or timing of the Academic Year;
 - (d) the method of delivery of Studies and Services;
 - (e) special requirements for admission to Study; and/ or

(f) the examination and assessment process.

4.3.4 In making any such changes, the University will aim to consult with affected individuals in advance about the requirements to make changes and will endeavour to keep the changes to the minimum necessary to achieve the required quality of experience.

4.3.5 Most changes to Studies will become effective from the start of the next Academic Year, but we may have to make in-year changes for reasons beyond the reasonable control of the University or for other exceptional reasons.

4.3.6 Where changes are made to your Study, the University will take reasonable steps to mitigate the impact on you wherever reasonably possible.

4.3.7 Prospective Students and Students will be notified as soon as reasonably practicable that the contractual information about their Study has changed.

4.3.8 The Website will be updated as soon as reasonably practicable to reflect the changes to the Study.

4.3.9 Changes up to 28 days before your Study starts

4.3.9.1 If the University makes a change under this clause 4.3 up to 28 calendar days before your Study starts and as a result of this change you no longer want to pursue your Study:

- (a) you must notify the University in writing (or through UCAS, if applicable) by no later than three weeks after your Study starts, quoting your reason for withdrawal;
- (b) on request, the University will use its reasonable endeavours to provide a suitable alternative Study at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution; and
- (c) if you will not be studying further at the University, any Tuition Fees paid (including any deposit) will normally be refunded.

4.3.10 Changes on or after the date 28 calendar days before your Study starts

4.3.10.1 If the University makes a change under this clause 4.3 on and after the date 28 calendar days before your Study starts ("**late change**"), it will only do it if it considers that the change is fair.

4.3.10.2 A late change pursuant to clauses 4.3.2(d) and 4.3.2(e) shall be considered by the University to be a variation of your Contract to which your consent will be required.

4.3.10.3 Student representatives will be consulted in advance about a late change falling under clause 4.3.10.2.

- 4.3.10.4 If you do not agree that the late change is fair, you may wish to seek redress under the [Student Complaints Policy](#) and [Procedure](#).
- 4.3.10.5 The University will publish the late change on the Website. The publication will give you full, clear and accessible information about that particular late change and will tell you how to object to it if you want to. If you do not consent to the late change, you can give the University notice in writing within three weeks of the publication of the late change. Unless you notify the University within three weeks of the publication that you do not consent to the late change, you will be deemed to have consented to the late change.
- 4.3.10.6 If you give us notice that you do not consent to a late change, then we will arrange to discuss the matter with you formally within a reasonable period and will seek to find a resolution to which both we and you can agree.
- 4.3.10.7 If we cannot agree a resolution within a reasonable period, you have a right to withdraw from your Study. In such case:
- (a) you must notify the University in writing, quoting your reason for withdrawal;
 - (b) on request, the University will use its reasonable endeavours to provide a suitable alternative Study at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution;
 - (c) if you will not be studying further at the University, we will refund your already paid Tuition Fees, including any deposit, on a pro rata basis for the unexpired period of the Academic Year for which such Tuition Fees have been pre-paid.
- 4.3.10.8 The University will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of a late change to your Study.

4.4 Discontinuation or Suspension of Forms of Study

- 4.4.1 Prior to a Form of Study starting, the University reserves the right to discontinue or suspend that Form of Study where:
- (a) an insufficient number or quality of applications received means that the Student experience cannot be guaranteed;
 - (b) the Study is no longer viable for academic, regulatory or legal reasons; or
 - (c) an Event Outside of Our Control occurs.

- 4.4.2 If the University is able to address the effect of the factors in clause 4.4.1 by making a change to the affected Form of Study, it shall give Prospective Students as much notice as reasonably practicable about the change in accordance with clause 4.3. The University shall decide in its absolute discretion whether a change to the Form of Study can adequately address the concerns or whether the Form of Study needs to be discontinued or suspended.
- 4.4.3 Exceptionally, the University may discontinue or suspend a Form of Study where:
- (a) a commissioning, accrediting or regulatory body, an employer or a Collaborating Organisation withdraws its allocation of places, accreditation, support and/or funding for a Study;
 - (b) market-related or financial reasons have prevented notification of a change to Students and Prospective Students in a timely manner; or
 - (c) an Event Outside of Our Control prevents a Form of Study from being delivered either temporarily or permanently.
- 4.4.4 Save for in exceptional circumstances, the University would not normally discontinue or suspend a Form of Study after a cohort of Students had commenced their Study but would instead make reasonable endeavours to deliver the Form of Study in accordance with the Study Description to all Students in that cohort.
- 4.4.5 If the University has to discontinue or suspend your Form of Study after an offer has been accepted or at any time during your Study:
- (a) on request, the University will use its reasonable endeavours to provide a suitable alternative Study at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution;
 - (b) if you will not be studying further at the University, the University will refund all your Tuition Fees (including any deposit); and
 - (c) subject to clause 11, the University will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the discontinuation or suspension of your Form of Study.

4.5 Withdrawal of Services

- 4.5.1 The University reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the University, for example, where:
- (a) an Event Outside of Our Control prevents a Service from being delivered either temporarily or permanently;

- (b) information technology systems require essential maintenance work, upgrades or repairs;
 - (c) health and safety or other legal reasons apply;
 - (d) improvements and changes are being made to the University's estate and facilities.
- 4.5.2 The University will take reasonable steps to mitigate the impact of such withdrawal of Services on Students wherever reasonably possible, for example by substituting with alternative similar Services or by giving warning of forthcoming changes or likely periods of non-availability.
- 4.5.3 The University reserves the right to make reasonable additional Charges and to vary such Charges from time to time for Services in order to cover costs or to ensure the availability of Services for the benefit of all Students (for example by fining Students who misuse library services to the detriment of other users).
- 4.5.4 The University is unable to guarantee that all Services will be available at all times to all Students but will endeavour to provide a reasonable level of provision when the University is open.

4.6 Module Choices

- 4.6.1 The University aims to offer flexibility of Study but cannot guarantee that all parts of a Form of Study and all options within it will be available in each Academic Year to all Students who are qualified and/or willing to take them.
- 4.6.2 The range of optional modules on offer may vary for a reason arising from a change set out in clause 4.3.3 and/or may not run in every Academic Year due to minimum or maximum Student number requirements.

5. THE CONTRACTUAL REGULATIONS

5.1 Compliance with the Contractual Regulations

- 5.1.1 You are required as a condition of accepting a place at the University to abide by, and submit to, the Contractual Regulations. If you breach a Contractual Regulation, you may be removed from your Study.
- 5.1.2 Additional documents, including other regulations, policies, codes and guidance, provide information on how the Contractual Regulations are implemented and are available on MyHallam.

5.2 Changes to the Contractual Regulations

- 5.2.1 Independently from any other required changes to the Contract, the University reserves the right to make reasonable changes to the Contractual Regulations where in the opinion of the University it will assist in the proper delivery of education and/or it is in the interests of Students.

- 5.2.2 These changes will normally come into effect at the beginning of the next Academic Year.
- 5.2.3 The University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law, by funders or by other exceptional circumstances.
- 5.2.4 Changes are usually made for one or more of the following reasons:
- (a) to review and update the Contractual Regulations to ensure they are fit for purpose;
 - (b) to safeguard academic standards;
 - (c) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (d) to incorporate sector guidance or good practice;
 - (e) to incorporate feedback from Students; and/or
 - (f) to aid clarity or consistency of approach.
- 5.2.5 Where changes are made, the University will take reasonable steps to minimise disruption to Students wherever reasonably possible, for example, by giving reasonable notice of changes to the Contractual Regulations before they become effective, or by phasing in the changes, if appropriate.
- 5.2.6 If you have any concerns about the rationale for or effect of any change, please contact the Associate Director Student Policy, Casework and Compliance at appealsandcomplaints@shu.ac.uk.
- 5.2.7 The updated Contractual Regulations shall be made available on the Website at <https://www.shu.ac.uk/study-here/student-protection/student-contract> and on MyHallam, and may be publicised by other means so that you can be aware of any changes.

6. TUITION FEES, DEPOSITS, DEBTS AND REFUNDS

6.1 Tuition Fees and Charges

- 6.1.1 The University charges Tuition Fees for the delivery of its Forms of Study and you will have primary responsibility for payment. By accepting our offer, you agree to pay the Tuition Fees (which are set out in your offer letter) and any Charges associated with your Study.
- 6.1.2 The University will invoice you (or, if applicable, a third party paying on your behalf) for the Tuition Fees, to be paid on the date stipulated in the invoice.

- 6.1.3 When a third party has accepted to fund your Tuition Fees, you may want to remind that third party of their responsibilities and timescales for payment. If the third party does not make payment in full by the due date, you will be invoiced personally for any outstanding balance.
- 6.1.4 If payment is not made, the provisions of clause 6.5 may come into force.
- 6.1.5 You are contractually obliged to pay the Tuition Fees and all other Charges on the dates they fall due from the moment the Enrolment Contract is formed under clause 2.3.
- 6.1.6 Tuition Fees are usually charged to Students in every Academic Year of their Course or prior to the commencement of a Standalone Module. You should therefore ensure that the necessary arrangements to pay your Tuition Fees have been made before enrolling for the next Academic Year or before the start of a Standalone Module.
- 6.1.7 If you defer your start date to a new Academic Year, you will be required to pay the Tuition Fees applicable to that year of entry.

6.2 Tuition Fees review

- 6.2.1 The levels of Tuition Fees are reviewed and may be revised and increased on an annual basis prior to the beginning of the Academic Year in question. The University reserves the right to increase your Tuition Fees in the second and subsequent years of your Study.
- 6.2.2 Details of how revisions to Tuition Fees are to be determined, including any increase, are included within the University's [Student Fees Regulations](https://www.shu.ac.uk/study-here/student-protection/student-contract), which can be accessed at <https://www.shu.ac.uk/study-here/student-protection/student-contract>.

6.3 Deposits

- 6.3.1 The University reserves the right to require a deposit towards your Tuition Fees to secure your place.
- 6.3.2 Details of any deposit that you are required to pay and the deadline for doing so will be set out in your offer letter.
- 6.3.3 Where a deposit is required, your place will not be guaranteed until it is paid. The University reserves the right to withdraw the offer of a place on the Form of Study without further notice to you if the deposit is not paid by the date stipulated in the offer.
- 6.3.4 You may be eligible for a refund of your deposit if you are refused a visa. However, if UK Visa and Immigration (UKVI) has flagged issues of fraud in relation to your application or has applied sanctions to you, then you will not be entitled to a refund. A copy of the UKVI refusal letter must be sent alongside your refund request.

- 6.3.5 You may also be eligible for a refund in other exceptional circumstances but that would be at the University's absolute discretion.

6.4 Withdrawals, transfers and time out from Study and refunds

- 6.4.1 If you take time out from your Course, withdraw, or transfer to another institution within the first three weeks from your Course start date, in addition to any statutory cancellation rights which may apply to you under clause 2.3.3, the University will refund any Tuition Fees paid, but any deposit paid will be retained as a contribution towards the University's reasonable costs and losses.
- 6.4.2 If you take time out from your Course, withdraw or transfer to another institution after the first three weeks from your Course start date but before the end of an Academic Year, refunds/credits of Tuition Fees paid are not automatically given but, unless you retain a statutory right to cancel under clause 2.3.3 and be entitled to a full refund, the University will refund a proportion of any Tuition Fees pre-paid by you on a pro rata basis for the unexpired period of the Academic Year. In addition, the University will retain an amount to cover its reasonable losses and costs as a result of your withdrawal and will also retain any deposit paid.
- 6.4.3 If you withdraw from a Standalone Module before it has started, you are entitled to a full refund of the Tuition Fees for that Standalone Module.
- 6.4.4 If you withdraw from a Standalone Module after it has started, then the following will apply:
- (a) if the content and the learning materials for your entire Standalone Module are provided to you at the start of the Standalone Module, you will owe to the University the full Tuition Fees for the Standalone Module and we will retain the full Tuition Fees without any cooling off period; or
 - (b) if the content of the Standalone Module, including a full set of the learning materials for the Standalone Module, are not provided to you at the start of the Standalone Module, you will be entitled to a refund of your Tuition Fees on a pro rata basis.
- 6.4.5 In any of the circumstances in clauses 6.4.1, 6.4.2 or 6.4.3, you must follow the University's processes, as set out in [the Student Fees Regulations](#) or in the terms of the University's online store on the Website (at <https://www.shu.ac.uk/about-this-website/legal-information>) and any refunds/credits will be calculated from the date the University receives formal notification via such process.
- 6.4.6 The University will not be liable for any loan or other payments, costs or losses you may incur as a result of your failure to confirm your time out, withdrawal or transfer promptly in writing in accordance with the University process.
- 6.4.7 The University will not refund to you any Tuition Fees paid on your behalf by the Student Loans Company or any other third party.

- 6.4.8 Any refunds or credits will be made by the same means as the original payment was made.

6.5 Debts

- 6.5.1 If you, or any third party who is supposed to pay your Tuition Fees on your behalf, fail to pay any Tuition Fees by the due date specified in the invoice from the University, the University reserves the right to charge you interest on any outstanding Tuition Fees on a daily basis at an annual interest rate of 2 per cent above the Bank of England base rate until all outstanding Tuition Fees and interest are paid.
- 6.5.2 The University reserves the right at any time during the Academic Year to withdraw you from your Study and to withhold all Services until all outstanding Tuition Fees and interest are paid and/or terminate the Contract between you and the University.
- 6.5.3 Before exercising its rights under clauses 6.5.2, 6.5.4, 6.5.5 and 6.5.6, the University will give you reasonable notice of its intentions, allow you the opportunity to make representations and take those representations into account in deciding how to proceed.
- 6.5.4 If, at the end of an Academic Year which is not the final year of your Study, you are in debt to the University for Tuition Fees, the University reserves the right not to allow you to enrol on your Study for the next Academic Year.
- 6.5.5 If you are in the final year of your Study, the University will not release your certificate, or a letter of confirmation of award, until all Tuition Fees debts to the University are paid.
- 6.5.6 If you are in debt to the University for Charges related to any of the Services provided in association with your Study, e.g. library fines, the University reserves the right to withdraw that Service until outstanding debts are paid.

7. STUDENTS' UNION

- 7.1 All Students are automatically registered as members of the Students' Union unless you notify the President of the Students' Union that you do not wish to register.
- 7.2 Details of the procedures for opting out of membership and other information relating to the Students' Union are available at <https://www.hallamstudentsunion.com>.
- 7.3 The University shall not unfairly disadvantage any Student because they are not a member of the Students' Union.

8. OWNERSHIP OF STUDENTS' WORK

8.1 General Principle and Exceptions

- 8.1.1 As a general principle the University recognises that each Student is the owner of the Intellectual Property he/she creates in the course of his/her Study ("**Student IP**"), subject to the following exceptions:
- (a) reliance on the University's or a third party's pre-existing intellectual property;
 - (b) major intellectual contribution by University staff;
 - (c) requirements under contracts between the University and third parties;
 - (d) Students who are employed by or contracted by the University and create Intellectual Property in the course of such engagement with the University; or
 - (e) other exceptional circumstances which may apply.
- 8.1.2 If any of the exceptions set out in clause 8.1.1 apply, then the ownership of the Student IP, as well as rights and responsibilities relating to it, will be in accordance with the [Ownership of Student Work Regulations](#).

8.2 Non-commercial licence to the University

- 8.2.1 Each Student grants to the University a continuing, non-exclusive, world-wide, irrevocable, royalty-free licence to use his/her Student IP, including the right to sub-license, for non-commercial use and academic and research purposes.
- 8.2.2 Where the University makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by Students.
- 8.2.3 A Student may request that his/her specified Student IP be treated as confidential, and the University shall not unreasonably refuse such a request. Any such requests should be made to the University's Research and Innovation Service at RIS-LegalServices@shu.ac.uk.

8.3 Provisions continue beyond the termination of your Contract

- 8.3.1 The provisions of this clause 8 and any related agreement governing ownership and exploitation of Intellectual Property shall normally survive the expiry or termination of the Enrolment Contract between you and the University, howsoever caused.

9. COLLABORATING ORGANISATIONS

- 9.1 If you are Studying at a Collaborating Organisation, you will be subject to certain additional regulations and contractual terms of that Collaborating Organisation, including disciplinary regulations.

- 9.2 Breach of these additional regulations or contractual terms may be treated as a breach of the University's Contractual Regulations and may result in the University requiring you to withdraw from your Study, the withholding of Services and/or the termination of the Contract between you and the University.
- 9.3 The University has agreements with Collaborating Organisations which set out the roles and responsibilities of each in relation to your admission, Study and Services.
- 9.4 Where such responsibilities rest with the Collaborating Organisation, the University excludes liability to the extent permissible by law for:
- (a) failure by the Collaborating Organisation to carry out those responsibilities;
 - (b) the negligent acts or omissions of the Collaborating Organisation's staff; or
 - (c) circumstances beyond the University's or the Collaborating Organisation's reasonable control which prevent or limit performance of the University's or the Collaborating Organisation's obligations,

save that the University does not exclude any liability for any personal injury to or death of a Student due to any negligent act or omission of the University or its staff.

10. DATA PROTECTION

- 10.1 The University is required as a data controller to comply with data protection laws when processing personal data.
- 10.2 As a public authority, the University has appointed a Data Protection Officer who can be contacted at DPO@shu.ac.uk.
- 10.3 The University will process your personal data in accordance with its [Privacy Notice for Student Applicants](#) and its [Student Privacy Notice](#), which set out information on the purposes for which personal data is held on applicants and Students, the types of personal data held, the safeguards in place and organisations to whom the University may disclose your personal data.
- 10.4 The University has set out the roles and responsibilities of staff in its [Information Governance Policy](#).
- 10.5 The University will inform you of your obligations if you process personal data in your Study.
- 10.6 You are required to provide the University with your contact details and to keep these up to date throughout the duration of your Contract.

11. LIABILITY

11.1 General

- 11.1.1 Students are advised to obtain insurance for their own property before arrival at the University and should note, in particular, that sporting activities are undertaken at their own risk (subject to clause 11.1.3(b)).
- 11.1.2 In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance.
- 11.1.3 The University cannot accept responsibility, and expressly excludes liability to the extent permissible by law, for:
- (a) damage to your property (including to personal IT equipment, vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff in the course of their work activities;
 - (b) personal injury or death except in so far as it is caused by the negligence of the University or its staff;
 - (c) all unforeseeable, indirect and consequential losses, howsoever arising; and
 - (d) loss of opportunity and loss of income or profit, howsoever arising.
- 11.1.4 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our staff;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter in which we are not permitted to exclude or limit our liability by law.
- 11.1.5 The University will consider individual circumstances through its complaints procedure, applying any related policies and procedures to consider the complaint.

11.2 Exclusion of liability for Events Outside of Our Control

- 11.2.1 Sometimes the occurrence of an Event Outside of Our Control means that we are prevented from, hindered or delayed in providing or otherwise cannot provide the Form of Study and Services as contained in the Study Description.
- 11.2.2 The Events Outside of Our Control will include, but will not be limited to:
- (a) strikes, lock-outs or other industrial action by third parties;
 - (b) the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;

- (c) changes made by a placement provider or other University partner and/or withdrawal of a placement by a placement provider;
- (d) 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, adverse weather or other natural disaster or “act of god”;
- (e) damage, interruption or lack of access to buildings, facilities or equipment, power failure, or where our premises or staff are subject to a serious IT security event;
- (f) withdrawal or amendment of any relevant approval, accreditation or validation;
- (g) pandemic, epidemic and any restrictions or requirements that might be imposed by any government, regulator or relevant authority;
- (h) changes in the law or to health and safety requirements or guidelines;
- (i) decisions made by any government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any government or regulator regarding examination results; and
- (j) insufficient uptake of a Form of Study.

11.2.3 Where an Event Outside of Our Control occurs, the University will notify you as soon as reasonably practicable that such an event has occurred and will take all reasonable steps to minimise the resultant disruption to those Prospective Students and/or Students who are affected, by, for example:

- (a) offering the opportunity where reasonably possible to move to another Form of Study;
- (b) deferring the start date for the Form of Study;
- (c) delivering the Study in a different way, from another location or online, or at another time;
- (d) delivering a modified version of the same Form of Study;
- (e) assisting you to transfer to complete the Study at another institution; and/or
- (f) delivering other Services in a different way, from a different location or online.

- 11.2.4 If the University is affected by an Event Outside of Our Control, it will implement as appropriate its Student Protection Plan (or a replacement document which would set out the University's actions should an Event Outside of Our Control occur), its incident management policy and/or its business continuity plans. If you are not satisfied with any such steps to mitigate the disruption caused by an Event Outside of Our Control, you may terminate your Contract with the University, in which case, clause 12.2 shall apply. Alternatively, you can make a complaint under the University's [Student Complaints Policy](#) and [Procedure](#).
- 11.2.5 Where an Event Outside of Our Control occurs and we are unable to take steps to minimise the resultant disruption, then neither you, nor the University shall be liable to each other for any failure or delay in performing our respective obligations under the Contract, including the provision of further Study or Services, payment of further Tuition Fees, making refunds of Tuition Fees and Charges paid or other loss or damage of any kind.

11.3 Connecting Student's personal IT equipment to the University network

- 11.3.1 Students may not connect personal IT equipment to the University network except as set out in the [Regulations for the Use of IT Facilities and Learning Resources](#).
- 11.3.2 Students connecting to the University network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the University accepts no liability, save for loss or damage caused directly by the negligence or breach of contract by the University or its staff, and provided always that the University accepts no liability for any unforeseeable, indirect and consequential losses.

12. TERMINATION OF YOUR CONTRACT

12.1 Termination of the Contract by the University

- 12.1.1 The University may without liability terminate your Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances:
- (a) if you have provided false, incomplete or misleading information in relation to your application for admission to or your Enrolment at the University;
 - (b) if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Study;
 - (c) where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet the occupational health requirements, or you do not have permission to remain in the UK for the purposes of Study at the University;

- (d) if you fail to meet the requirement to enrol in the first year of your Course or fail to re-enrol in subsequent years within the required timescale;
- (e) where it has been found that you have breached the [Student Conduct Regulations and Procedures](#);
- (f) if following the University's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for Students' performance for your Study in accordance with the Contractual Regulations, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements, failure to submit course work, complete assessments and/or meet Study deadlines, failure to fulfil a specified contract of studentship, failure to complete a mandatory placement for your Study, or failure to adhere to professional standards for training purposes; and
- (g) if you fail to pay any Tuition Fees by the due date specified by the University. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of your Tuition Fees.

12.1.2 The effect of the University terminating your Contract under clause 12.1.1 or under any other provision of these Terms and Conditions will be that you will either be refused Enrolment to the University or you will be required to withdraw from the University immediately and you will no longer be entitled to commence or continue your Study.

12.1.3 The University may in its absolute discretion refund or abate a proportion of any pre-paid Tuition Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the termination, including retaining in full any deposit paid.

12.2 Termination of the Contract by the Student

12.2.1 If you decide prior to Enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately in writing and in any event prior to the date upon which Enrolment is scheduled to take place.

12.2.2 Students may take time out from their Study, withdraw or transfer to another institution at any time after Enrolment, but are strongly advised to discuss the implications in advance with relevant University staff (including their college, the disabled student support team, the international student support team and/or student counselling and advice services) and their sponsor/employer/funding body, as applicable, since such decisions can have significant implications.

12.2.3 Students must notify the University in writing in order for a break in Study, withdrawal or transfer to take effect, and follow any applicable policies/processes.

- 12.2.4 You will continue to be considered as enrolled for Tuition Fees purposes until the University is properly notified otherwise in writing.
- 12.2.5 Students taking time out, withdrawing or transferring to another institution after Enrolment may be entitled to a refund of all or part of their Tuition Fees (see clause 6.4).

13. NOTICES

- 13.1 On your first Enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your University email account regularly. Any communication sent to you to at your University email account will be regarded as properly sent and received by you.
- 13.2 Any notice served by the University under these Terms and Conditions and any correspondence from the University shall be sent to your University email account. Exceptionally, the University may send notices to your personal email account or to your home address but only if you have asked the University in writing to do so or if there is no other way to get in touch with you.
- 13.3 Any correspondence from the Student to the University should go to the email or address specified in clause 18 of these Terms and Conditions or for matters different from those in clause 18, to the general University address:

**The University Secretary
Sheffield Hallam University
City Campus
Howard Street
Sheffield S1 1WB**

- 13.4 Such correspondence shall be deemed to have been served on the University two working days after emailing or posting.

14. CHANGES TO TERMS AND CONDITIONS, SEVERANCE AND CONTRACT VARIATIONS

14.1 Changes to Terms and Conditions

- 14.1.1 It may be necessary for the University to make changes to the Terms and Conditions in specific and limited circumstances. The University reserves the right to make reasonable changes in accordance with clause 14.1.2 to these Terms and Conditions.
- 14.1.2 Changes will only be made in order to:
- (a) comply with any changes in the law, government policy, requirements or guidance, or to take account of a ruling by a court or similar body;

- (b) comply with any changes requested by any regulatory or funding body;
 - (c) implement legal advice, national guidance or good practice;
 - (d) make them clearer or more favourable to you; and
 - (e) rectify any error that might be discovered in due course.
- 14.1.3 These changes will normally come into effect at the beginning of the next Academic Year, although the University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or required by law.
- 14.1.4 The University will usually give prior notice to Prospective Students and Students when changes to the Terms and Conditions are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.
- 14.1.5 Where changes are made to the Terms and Conditions, the University will take reasonable steps to mitigate the impact on Students wherever reasonably practicable.
- 14.1.6 If you have any concerns about the rationale for or effect of any change, please contact the Associate Director Student Policy, Casework and Compliance (see clause 18 for contact details).
- 14.1.7 Any new editions of the Terms and Conditions shall be published on the Website at <https://www.shu.ac.uk/study-here/student-protection/student-contract> and on MyHallam, will be made available to you at Pre-Enrolment and Enrolment, and may be publicised by other means so that you can be aware of any changes.

14.2 Severance

- 14.2.1 In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between you and the University without affecting the remaining Terms and Conditions which shall continue to be valid.

14.3 Contract Variations

- 14.3.1 If the University permits you to transfer between Forms of Study or defer your place, such transfer or deferral shall be treated as a variation of your Contract with the University and will be subject to your continued acceptance of the Terms and Conditions and the Contractual Regulations applicable to your deferred entry or new Form of Study.
- 14.3.2 No other variation or amendment to your Contract may be made by you without the prior written consent of the University.

- 14.3.3 Following a transfer or deferral, the University may amend your Contract if necessary before you start or recommence your Study, and your Enrolment on the Form of Study shall constitute your consent to the variation.

15. STATUS OF YOUR CONTRACT

- 15.1 All Services provided to you by the University are subject to your Contract.
- 15.2 Any failure of or delay by the University or a Student in relation to the exercise of its rights under the Contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.
- 15.3 It is not intended that any third party should be entitled to enforce any of the provisions within your Contract and the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. LAW AND JURISDICTION

- 16.1 Your Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

17. HEADINGS

- 17.1 The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.

18. QUERIES AND COMPLAINTS

- 18.1 Queries about your Contract should be addressed to:

The Associate Director Student Policy, Casework and Compliance
Email: appealsandcomplaints@shu.ac.uk
Sheffield Hallam University
City Campus
Howard Street
Sheffield S1 1WB

- 18.2 If you have any queries, concerns or complaints relating to the processing of your application, please contact:

Student Recruitment and Admissions
Email: applicantappeals@shu.ac.uk
Sheffield Hallam University
City Campus
Howard Street
Sheffield S1 1WB

- 18.3 The University has a [Student Complaints Policy](#) and [Procedure](#), and an [Appeals and Complaints Procedure for Applicants](#). If, whilst you are a Student at the University, you have a complaint regarding your University experience, you should follow the steps set out in these procedures.

PART 2: SUMMARY OF ONEROUS OR UNUSUAL TERMS

contained in the **Student Terms and Conditions**

The Student Terms and Conditions are an essential part of your student contract. They contain promises and commitments by the University to you in relation to your study at the University. They also contain our expectations of you as a student at the University throughout your study with us.

We aim to be clear, transparent and fair to you in setting out our mutual obligations and expectations in the student contract. That's why we consider that it is important for you to be able to easily check which provisions of the Student Terms and Conditions you may find unexpected or problematic so you can assess whether our offer to you to study with us suits your expectations and wishes. We encourage you to check carefully those provisions and assess their impact on you, your finances and your status as a student. If you are not sure how they would affect you, we'd advise you to speak about them with someone you trust before accepting to study with us.

In this summary we draw your attention to the following important topics:

(A) Your student contract

Your student contract is the legally binding agreement between you (the student) and the University that governs your entire relationship with the University. It is formed when you accept an offer of a place with us and normally continues until you complete your study but in certain circumstances it may end early (check section (J) below about when it could end early). Your student contract is not just one document. It is made up of several contractual documents and they all together form your student contract. You can find out more about the formation and the life of the student contract in the preamble, the definitions and relevant provisions in the Student Terms and Conditions.

(B) The entry requirements into your study

To be able to study with us, you should:

- meet the academic and English language entry requirements for your chosen study;
- satisfy the general requirements set out in the study description of your chosen course or module;
- be able to pay fees or secure funding for your study;
- obtain a student visa to study in the UK if you are an international student.

You may also have particular entry requirements that apply specifically to you (such as you being asked to declare certain criminal convictions and cautions and providing us with satisfactory checks for those, or providing evidence of medical examinations and immunisations). They will be set out in your offer letter and other contractual documents that concern you.

Any entry requirements are expected to be met at the time of your enrolment and will also continue throughout your study. An entry requirement may change if necessary (i.e. if the law or external regulation changes) and we will notify you of any such change.

(C) Conditional offers

A conditional offer is not a confirmed offer of a place to study with us yet. It requires you to fulfil some additional specified requirement (for example, to obtain certain exam results) before you can accept our offer. If you don't meet a condition stated in your contractual documentation, a contract to study at the University will not be formed.

(D) Ongoing special requirements and ongoing conditions

We may require you to satisfy certain special requirements (for example, to maintain an up-to-date immunisation record) throughout your study. If you fail such a requirement, we may have to end your study with us and your student contract with us will come to an end.

Some special requirements are so important for your student status that each of those is treated as an ongoing condition for your continued study. Such are, for example, maintaining health clearance or not being convicted for certain criminal offences. If an ongoing condition is present, you will have failed the special requirement, may be withdrawn with immediate effect and your student contract will end.

(E) Changes

Sometimes we may have to make changes to your student contract. We always aim to limit the effect of any changes to you and your study. If we have to introduce a change, we will inform you of it and if you are not happy with it, we will offer you mitigations and alternatives. If we cannot agree a solution with you, we may have to bring your student contract to an end but we will aim for you not to suffer a detriment and always to be treated fairly. You may check which possible changes may affect you in sections 4, 11.2 and 14 of the Student Terms and Conditions.

(F) Ownership of student intellectual property

As a general rule, you will be the owner of the intellectual property that you create in your study, but there are some exceptions to this rule. We may use your intellectual property for non-commercial purposes. If we make money from intellectual property that you have created, we'll pay you an appropriate share of our profits. We'll also always acknowledge your contribution to creating that intellectual property. Section 8 of the Student Terms and Conditions gives you information about the ownership of work you create.

(G) Studying at another education institution with links to our University

You may be studying at another education institution to gain our University award. In such case, you would have other contractual terms with that institution in addition to your student contract with us. You would also need to observe additional regulations set out by that institution. That institution's responsibilities and duties to you are separate from ours. However, if you breach your obligations to that institution, we may penalise you by withholding our services from you or even requiring you to withdraw from your study and terminating your student contract with us.

(H) Your payment and when we retain it

The table below shows a breakdown of the types of payment you may owe under your student contract with reference to the relevant clause numbers in the Student Terms and Conditions in brackets.

Type of payment	When you owe this payment:	What we retain and why:
Tuition fees	You owe tuition fees from the moment you enrol (2.3.2; 6.1.5) on invoice due dates (6.1.2) in each academic year of your course or before you start your standalone module (6.1.6). You are the person contractually responsible for the payment of your tuition fees even if someone else (e.g. the Student Loans Company, your employer) pays them for you (6.1.1; 6.1.3). You may only partly owe tuition fees if you cancel after teaching begins (2.4.2; 6.4.1) or if you withdraw mid-year (6.4.2; 6.4.4). You are required to pay tuition fees until you complete your study (2.5.1) or until you formally withdraw from your study (12.2.4).	A. We retain <u>part of your tuition fees</u> when: - you withdraw from your course after it has started (2.4.2; 6.4.1; 6.4.2); - you withdraw from a standalone module, the study materials for which were not provided to you at the beginning of the study (6.4.4(b)); - we make a late change to your study and you want to leave us (4.3.10.7(c)); - we discontinue or suspend the course or module that you are studying on and you want to leave us (4.4.5(b) and (c)) B. We retain <u>your full tuition fees</u> when: - we provide you with your study as agreed in your student contract (6.1.1); - you withdraw from a standalone module, the study materials for which were provided to you at the beginning of the study (6.4.4(a)); - we terminate your student contract as a result of your fault (12.1.3) – but exceptionally we may decide to give you partial refund; - we cannot provide your study for an event outside of our control and we cannot agree a solution with you (11.2.5). C. We will charge you daily interest for any unpaid tuition fees after their due date (6.5.1).
Deposit	We may ask you to pay a deposit before you enrol on a course to secure your place on it (6.3.1; 6.3.3). A deposit is not automatically required for all students. The deposit is not the full tuition fees but counts towards it. Details and payment deadline of your deposit will be set out in your offer letter (6.3.2).	We retain your deposit when: - you leave us after your course has started (2.4.4; 6.4.1; 6.4.2); - we terminate your student contract as a result of your fault (12.1.3); - the UKVI has refused you a visa to study in the UK (6.3.4); - we cannot provide your study for an event outside of our control and we cannot agree a solution with you (11.2.5).

Type of payment	When you owe this payment:	What we retain and why:
Charges for services	You owe us charges only when you incur them for a chargeable service (4.5.3; 6.1.1). You need to pay us a charge when we invoice you for it or when it is due according to a relevant policy (6.1.5).	A. We retain charges when they are properly incurred and enforced (4.5.3, 6.5.6). B. If you don't pay a charge, we can withdraw the associated service until you pay your debt (6.5.6), we may withhold services more generally or may consider terminating your student contract. C. We may also add interest to unpaid charges (6.1.5).

(I) Refunds

Event that triggers possible refund:	What we retain and what we refund (tuition fees, charges for services, deposit):	Clause in the T&Cs:
You leave us in the first 14 days after the start of the pre-enrolment contract when your course has not started during those 14 days.	We retain nothing. We refund in full any paid tuition fees, deposit and charges for services.	2.2.3.
You leave us in the first 14 days after the start of the pre-enrolment contract when your course has already started during those 14 days.	We retain: (a) a proportion of your tuition fees to cover the costs we have incurred in starting to provide your study, and (b) the full deposit that you may have paid to us to secure your place at the University. We refund: (a) the remaining part of your pre-paid tuition fees, and (b) any paid charges for services.	2.2.3; 2.4.2; 2.4.3; 2.4.4.
You leave us in the first 14 days after the start of the enrolment contract when your course has not started during those 14 days.	We retain nothing. We refund in full any paid tuition fees, deposit and charges for services.	2.3.3; 12.2.5.
You leave us in the first 14 days after the start of the enrolment contract when your course has already started during those 14 days.	We retain: (a) a proportion of your tuition fees to cover the costs we have incurred in starting to provide your study, and (b) the full deposit that you may have paid to us as a contribution towards the University's reasonable costs and losses. We refund: (a) the remaining part of your pre-paid tuition fees, and (b) any paid charges for services.	2.3.3; 2.4.2; 6.4.1; 12.2.5.
You take time out from your course, withdraw from your course, terminate your student contract or transfer to another institution within the first three weeks from your course start date after your statutory cancellation period has ended .	We retain: (a) a proportion of your tuition fees to cover the costs we have incurred in starting to provide your study, and (b) the full deposit that you may have paid to us as a contribution towards the University's reasonable costs and losses; and (c) any charges for services. We refund the remaining part of your pre-paid tuition fees.	6.4.1; 6.1.5; 12.2.5.
You take time out from your course, withdraw from your course, terminate your student contract or transfer to another institution after the first three weeks from your course start date and after your statutory cancellation period has ended until the end of the academic year .	We retain: (a) a proportion of your tuition fees pro rata for the period of the academic year during which you studied on the course; (b) an amount to cover the University's reasonable losses and costs caused by your withdrawal from the course; (c) the full deposit that you've paid; and (d) any charges for services. We refund the remaining part of your pre-paid tuition fees.	6.4.2; 12.2.5.

Event that triggers possible refund:	What we retain and what we refund (tuition fees, charges for services, deposit):	Clause in the T&Cs:
You withdraw from a standalone module before it has started .	We refund in full the paid tuition fees but we retain any charges for services.	6.4.3; 12.2.5.
You withdraw from a standalone module after it has started .	A. If the content for the standalone module was provided to you at the outset of the standalone module, we do not refund anything. We retain the tuition fees and any charges for services. B. If the content for the standalone module was not provided to you at the outset of the standalone module, we refund such part of your tuition fees which corresponds to the remaining, unused part of your standalone module. We retain: (a) the part of your tuition fees for the time you spent studying on the standalone module, and (b) any charges for services.	6.4.4(a); 6.4.4(b); 12.2.5.
The University makes an early change and you want to leave us.	If we cannot agree with you another solution, we refund your paid tuition fees and deposit but we retain any charges for services.	4.3.9.1(c).
The University makes a late change and you want to leave us.	If we cannot agree with you another solution, we refund: (a) such part of the tuition fees which corresponds to the remaining, unused part of your study for which tuition fees have been pre-paid, and (b) any deposit if kept separate from the tuition fees. We may consider refunding you for any losses that you might have suffered from the late change. We retain: (a) the part of your tuition fees for the time you spent studying with us, and (b) any charges for services.	4.3.10.7(c); 4.3.10.8.
The University discontinues or suspends your form of study after you have accepted your offer or at any time during your study.	If we cannot agree with you another solution, we refund: (a) all your pre-paid tuition fees and (b) any deposit if kept separate from the tuition fees. We may consider compensating you for any losses that you might have suffered from the discontinuation or suspension of your form of study. We retain any charges for services.	4.4.5(b); 4.4.5(c).

Event that triggers possible refund:	What we retain and what we refund (tuition fees, charges for services, deposit):	Clause in the T&Cs:
You are refused a visa to study in the UK.	If UK Visa and Immigration (UKVI) has flagged issues of fraud in relation to your visa application or has applied immigration sanctions to you, then we will not refund your deposit. Otherwise, we will refund your deposit provided that (a) there are no irregularities with your application to study with us, and (b) no laws or regulations prevent us from giving you a refund.	6.3.4.
The University terminates your student contract for your fault.	We may consider in our absolute discretion to refund part of your tuition fees for the unexpired period of the academic year, from which we will retain: (a) the part of your tuition fees for the time you spent studying with us, (b) an amount to cover our reasonable losses and costs caused by the termination of your student contract, and (c) your full deposit.	12.1.3.
Event outside of the University's control which prevents, hinders or delays us in providing you with the study and Services that you expect.	If we cannot agree with you another solution, we will retain any tuition fees, deposit and charges for services already paid to us and we will refund nothing.	11.2.5.
Other exceptional circumstances.	We may consider in our absolute discretion whether to refund your deposit.	6.3.5.

(J) When can you lose your student status?

Event	Effect	Clause
Failure to meet a special requirement	You may not be permitted to begin your study or you may be required to leave the University.	3.2.7.
Breach of a contractual regulation	You may be removed from your study.	5.1.1.
Non-payment of tuition fees	We may withdraw you from your study, withhold all Services and we may also terminate your student contract.	6.5.2.
Breach of obligations to a collaborating organisation	We may withdraw you from your study, withhold Services and we may also terminate your student contract.	9.2.
Material breach of the Student Terms and Conditions	We may refuse you to enrol on your study or we may terminate your student contract.	12.1.1; 12.1.2.
Academic failure	We may refuse you to enrol on your study or we may terminate your student contract.	12.1.1(f).
Conduct issues	We may refuse you to enrol on your study, withdraw you immediately from your study or we may terminate your student contract.	12.1.1(e); 5.1.1.
Failure to enrol	We may terminate your student contract.	3.4.2.
Loss of eligibility	We may refuse you to enrol on your study or we may withdraw you immediately from the University.	12.1.1(c).
Misrepresentation (you make a false statement on which we rely)	We may refuse you to enrol on your study or we may withdraw you immediately from the University.	12.1.1(a).

PART 3: LIST OF CONTRACTUAL REGULATIONS

1. [Academic Conduct Regulation](#)
2. [Admissions Policy](#)
3. [Appeals and Complaints Procedure for Applicants](#)
4. [Fitness to Practise Regulations](#)
5. [Ownership of Student Work Regulations](#)
6. [Regulations for the Use of IT Facilities and Learning Resources](#)
7. [Research Degree Regulations](#)
8. [Standard Assessment Regulations](#)
9. [Student Complaints Policy and Procedure](#)
10. [Student Conduct Regulations and Procedures](#)
11. [Student Engagement Policy](#)
12. [Student Fees Regulations](#)

PART 4: VERSION CONTROL

Version Control	Authority	Approval Date	Effective Date
New set of Terms and Conditions adopted (v1.0)	Board of Governors	28 July 2015	1 August 2015
Minor amendments made to Terms and Conditions (v1.1)	Secretary and Registrar (via delegated authority)	29 July 2016	1 August 2016
Minor amendments made to Terms and Conditions (v1.2)	University Secretary	17 July 2018	1 August 2018
Minor amendments made to Terms and Conditions (v1.3)	Interim Secretary and Clerk to the Board	14 September 2019	14 September 2019
Minor amendments made to Terms and Conditions (v1.4)	University Secretary	20 October 2020	20 October 2020
Amendments made to Terms and Conditions (v1.5)	University Secretary	30 June 2021	1 August 2021
Amendments made to Terms and Conditions (v1.6)	University Secretary	20 December 2021	4 January 2022
New major version of the Terms and Conditions adopted (v2.0)	Joint Meeting of the Academic Board and the Academic Assurance Committee	24 June 2026	1 August 2026