

SUMMARY OF ONEROUS OR UNUSUAL TERMS

CONTAINED IN THE ONLINE STUDENT TERMS AND CONDITIONS

The Online 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 Online 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 (I) 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 Online Student Terms and Conditions.

(B) The entry requirements into your study

To be able to study with us, you should:

- (a) meet the academic and English language entry requirements for your chosen study;
- (b) satisfy the general requirements set out in the study description of your chosen course or module;
- (c) be able to pay fees or secure funding for your study.

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). 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, 10.2 and 13 of the Online 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 Online Student Terms and Conditions gives you information about the ownership of work you create.

(G) 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 Online 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) before the start of one module or a set of three modules of your course (6.1.2; 6.1.3; 6.1.4). You are the person contractually responsible for the payment of your tuition fees even if someone else (e.g. your employer) pays them for you (6.1.1; 6.1.7). You are required to pay tuition fees until you complete your study (2.5.1) or until you formally withdraw from your study (11.2.4).	A. We retain <u>your tuition fees for modules that you have started or completed</u> when: - 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)); - you withdraw from a module, the start date of which has passed (6.3.2); - we cannot provide your study for an event outside of our control and we cannot agree a solution with you (10.2.5). B. We retain <u>your full tuition fees for all modules in a course</u> when we provide you with your study as agreed in your student contract (6.1.1). C. We will charge you daily interest for any unpaid tuition fees after their due date (6.4.1).
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). Normally, no student discounts of charges apply to Online Students (6.3.9). You need to pay us a charge when we invoice you for it or when it is due according to a relevant policy.	A. We retain charges when they are properly incurred and enforced (4.5.3, 6.4.6). B. If you don't pay a charge, we can withdraw the associated service until you pay your debt (6.4.6), we may withhold services more generally or may consider terminating your student contract. C. We may also add interest to unpaid charges.

(H) 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 and charges for services.	2.2.3.

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 already started during those 14 days.	We retain the tuition fee for the module that has already started. We refund: (a) the remaining part of your pre-paid tuition fees for modules which have not yet started; and (b) any paid charges for services.	2.2.3; 2.4.2; 2.4.3; 6.1.4.
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 and charges for services.	2.3.3; 11.2.5.
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 the tuition fee for the module that has already started. We refund: (a) the remaining part of your pre-paid tuition fees for modules which have not yet started; and (b) any paid charges for services.	2.3.3; 2.4.2; 6.3.2; 11.2.5.
You take time out from your course, withdraw from your course, terminate your student contract or transfer to another institution after your statutory cancellation period has ended.	We retain: (a) the tuition fees for the modules that have already started or have completed; and (b) any charges for services. We refund the remaining part of your pre-paid tuition fees for modules which have not yet started.	6.3.2; 11.2.5.
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 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) the remaining part of your pre-paid tuition fees for modules which have not yet started; and (b) any paid charges for services. We may consider refunding you for any losses that you might have suffered from the late change. We retain: (a) the tuition fees for the modules that have already started or have completed; and (b) any charges for services.	4.3.10.7(c); 4.3.10.8.
The University discontinues or suspends your course after you have accepted your offer or at any time during your study.	If we cannot agree with you another solution, we refund the remaining part of your pre-paid tuition fees for modules which have not yet started. We may consider compensating you for any losses that you might have suffered from the discontinuation or suspension of your course. We retain: (a) the tuition fees for the modules that have already started or have completed; and (b) 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 come to the UK.	We will not refund you the cost of a refused visa application and any associated expenses. We will not refund any tuition fees or charges for services.	3.2.3(b); 6.3.7.
The University terminates your student contract for your fault.	We may consider in our absolute discretion to refund or abate any pre-paid tuition fees for the modules which have not yet started. We will retain: (a) the tuition fees for the modules that have already started or have completed; and (b) an amount to cover our reasonable losses and costs caused by the termination of your student contract.	11.1.3.
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: (a) any paid tuition fees; and (b) any charges for services already paid to us. We will refund nothing.	10.2.5.

(I) 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.	6.4.2.
Material breach of the Online Student Terms and Conditions	We may refuse you to enrol on your study or we may terminate your student contract.	11.1.2.
Academic failure	We may refuse you to enrol on your study or we may terminate your student contract.	11.1.1(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.	11.1.1(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.	11.1.1(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.	11.1.1(a).
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