

**Key Terms Summary:  
The essential information about your student contract**

**Contents**

1. Introduction .....	1
2. Which documents make up my Student Contract?.....	3
3. What should I do before accepting an offer? .....	3
4. When do I become bound by a contract?.....	3
5. What happens if I accept an offer and then change my mind?.....	4
6. Can my place be withdrawn before I enrol? .....	4
7. What happens when I enrol? .....	4
8. What happens if I enrol and then change my mind?.....	5
9. Can the University terminate my contract? .....	5
10. Am I guaranteed to be able to study the modules I want? .....	5
11. Can the University make changes to my Course?.....	5
12. Can the University withdraw services it normally provides? .....	6
13. What does it mean if my course is accredited or approved? .....	6
14. Can the University change the Terms and Conditions or Student Regulations? .....	6
15. Will the University increase my tuition fees each year?.....	6
16. What happens if I do not pay my tuition fees? .....	8
17. Will I have to pay any extra costs on top of my tuition fees? .....	8
18. Will I own any Intellectual Property I create in the course of my studies? .....	8
19. How will the University protect my Personal Data? .....	8
20. Does the University exclude or limit its liability to students? .....	8
21. What happens if circumstances prevent the University delivering educational services to me?..	9
22. Where can I find information on refunds and compensation? .....	9
23. Where can I find information about transferring courses or transferring credit to another institution?.....	9
24. What Student Regulations do I need to be aware of? .....	9

25. Do I have to abide by a code of conduct?.....	9
26. What happens if I breach the Student Regulations? .....	9
27. How do I make a complaint about the admissions process as an applicant? .....	10
28. How do I make a complaint about the University as an enrolled student?.....	10
29. How does the University handle accusations of harassment?.....	10
30. Where can I find the University's Freedom of Speech Code of Practice? .....	10
31. What is the University's "Prevent Duty"? .....	10
32. Where can I find the University's Student Protection Plan?.....	10
33. Where can I find the University's Access and Participation Plan? .....	10
34. What if I have other questions? .....	11
35. Cancelling Your Contract .....	11
36. STATUTORY CANCELLATION FORM.....	12
37. Version Control .....	13

## 1. Introduction

This document summarises the essential information you need to know about your student contract. Your contract sets out in detail the relationship between you and the University relating to your studies. It covers your rights and obligations, and the University's rights and obligations towards you.

## 2. Which documents make up my Student Contract?

Full details of the legally binding contractual relationship between you and the University are set out in:

- our [Terms and Conditions](#)
- your University entry requirements
- the terms within your offer letter and any UCAS offer
- your cancellation information and cancellation form (found at the end of this document)
- your Course Description (in the online prospectus and your course overview document)
- your Tuition Fee
- any special requirements set out in letters/emails to you including course, convictions, health and visa-related requirements
- this Key Terms Summary
- the student [Regulations](#)

Together, these form the contract between you and the University.

You may enter into other contracts during your time at University (for example, for accommodation, financial support or disabled student support) but these will be subject to separate terms and conditions. In some cases these contracts will be made with third parties.

Additional information about the teaching and learning experience that Sheffield Hallam provides and about living and studying with us is available online at [www.shu.ac.uk](http://www.shu.ac.uk).

## 3. What should I do before accepting an offer?

Before you accept an offer of a place at the University, please read all the contractual information carefully and check that the details in the offer are complete and accurate. If you have any queries, you should contact Admissions and UK Recruitment by email ([admissions@shu.ac.uk](mailto:admissions@shu.ac.uk)) or telephone (+44 (0)114 225 5555).

## 4. When do I become bound by a contract?

A Pre-Enrolment Contract is formed between you and the University when you accept the offer of a place in accordance with the terms of your offer.

For applicants who receive their offer through UCAS, your pre-enrolment contract takes effect either:-

- when you accept your offer as your "Firm Choice"; or

- if you accept your offer as your “Insurance Choice”, when your “Insurance Choice” automatically becomes your “Firm Choice” (ie, because you do not achieve the required grades for your original “Firm Choice”).

## 5. What happens if I accept an offer and then change my mind?

You have a 14 day statutory cancellation period (known as a "cooling off" period) during which you can change your mind about accepting an offer to study at the University. Even after this period you can cancel your Pre-Enrolment Contract at any time before enrolling without incurring any fees to the University, although the University may retain any deposit you have paid if you are an international student.

## 6. Can my place be withdrawn before I enrol?

There are circumstances in which the University may suspend or discontinue courses, for example where there is an insufficient number of staff or students to ensure a high quality student experience, or where a commissioning, accrediting or regulatory body or employer withdraws places, accreditation, support and/or funding for a course. Further circumstances are at clause 4.6 of the [Terms and Conditions](#).

Your place may also be withdrawn if you have provided false, incomplete or misleading information when applying to the University.

## 7. What happens when I enrol?

Please read the latest contractual information sent to you before/at enrolment, as changes may have been made between the time you accepted the offer and the time you enrolled.

If you do not enrol at the University by the deadline you are given, your Pre-Enrolment Contract will automatically expire on this deadline and you will no longer be able to take up your place at University.

When you enrol at the University, your Pre-Enrolment Contract automatically expires and a new Enrolment contract is formed between you and the University. This is when you (or a third party on your behalf) become responsible for paying tuition fees. You are then a Hallam student.

You may still be required to meet any special requirements of your course as a condition of enrolling, and some courses have ongoing requirements you must meet which you will be informed about. If you do not meet, or continue to meet, all of your special requirements, you may not be able to start on your course, or go on some placements, and you may eventually be withdrawn from your course or subject to disciplinary or fitness to practise proceedings.

Your place may be withdrawn and your enrolment cancelled if you have provided false, incomplete or misleading information in relation to your enrolment at the University.

## 8. What happens if I enrol and then change my mind?

If you enrolled fully online, there is a 14 day statutory cancellation period during which you can change your mind about coming to study at the University. The period runs from the date you enrol online. If you cancel your place within this cancellation period, you will receive a full refund of any tuition fees which you have paid to the University. To cancel your place you must notify the University in writing. You can notify the University of your cancellation using the form at the end of this Key Terms Summary.

If you enrolled in person, there is no statutory cancellation period, but if you change your mind about studying at the University within the first three weeks of your course starting, whether you enrolled online or in person, the University will refund any tuition fees paid in full.

If you have paid a deposit, you will only be entitled to a refund of this deposit if you are refused a visa or other exceptional circumstances apply.

After the date three weeks after your course starts, you may withdraw from the University, transfer to another institution or take time out, and you will receive a refund of any tuition fees paid by you on a pro rata basis for the remaining part of the Academic Year. In these circumstances the University may retain an amount to cover its reasonable costs and losses as a result of your withdrawal, including any deposit paid.

You are strongly advised to discuss the implications of withdrawing in advance with relevant University staff and any sponsor/employer/funding body, since such decisions can have significant implications and may affect your ability to get funding in the future.

## 9. Can the University terminate my contract?

Yes, if you materially breach the Terms and Conditions or Student Regulations including in any circumstance set out in the Termination section (clause 12 of the Terms and Conditions).

You may be expelled if you commit a serious breach of the Disciplinary Regulations, Academic Conduct Regulation or where you are found unfit to practise on a professional course under the Fitness to Practise Regulations. Other less serious sanctions may also be applied under these [Regulations](#).

## 10. Am I guaranteed to be able to study the modules I want?

Whilst the University aims to offer flexibility of study, we cannot guarantee that all parts of and options within courses will be available to all students. The range of option modules on offer may change and some option modules may have minimum or maximum student number requirements and may not run in every Academic Year. For further details see clause 4.8 of the [Terms and Conditions](#).

## 11. Can the University make changes to my Course?

Yes, but only in certain circumstances where it is fair to do so. A fair reason might be to improve the course in response to student feedback, or to update it in line with the latest academic developments for the benefit of students. See clause 4 of the Terms and Conditions for full

details of the types of changes that may be made, and how and when the University will consult you and let you know.

The impact of changes will be mitigated as far as reasonably possible, but if you remain dissatisfied about a change, we will support you to find an alternative course at Sheffield Hallam or elsewhere, and you may choose to withdraw from the University. In those circumstances, a refund would normally be paid for the remainder of the Academic Year.

## 12. Can the University withdraw services it normally provides?

Yes, for example to improve the estate or in circumstances beyond our control. We will always take reasonable steps to mitigate the impact on you. For further details please see clause 4.7 of the Student [Terms and Conditions](#).

## 13. What does it mean if my course is accredited or approved?

The University provides programmes of education and training for a number of professions that are subject to statutory regulation. Other professions are regulated by a specialist college, society or institute with its own individually prescribed examinations and other requirements for membership. The most up to date details of courses which are currently accredited, regulated, monitored or approved by other bodies, are on the University's [online prospectus](#).

The accreditation status or the regulation, monitoring or approval of courses is subject to change, and new and existing courses can gain or lose such a status from time to time.

## 14. Can the University change the Terms and Conditions or Student Regulations?

Yes, but only in certain circumstances where it is fair to do so. See clauses 5 and 14 of the [Terms and Conditions](#) for further details.

## 15. Will the University increase my tuition fees each year?

Your initial tuition fee will be set out in your offer. The [Student Fees Regulations](#) for your year of entry include further details of the terms relating to your payment of fees and you should refer to these for the definitive position.

Set out below is a summary of how fees may change during your studies.

**Tuition Fee Increases for Designated Courses for UK/EU Students:** Where you are assessed as a UK/EU student for fees assessment purposes and choose to study a designated course (as defined by Regulations made under the Teaching and Higher Education Act 1998 and explained in the paragraph below), the maximum amount of tuition fee that the University may charge you is specified by the UK government.

This means that the government has set a maximum fee of £9,250 per academic year that the University can charge UK and EU students in 2019/20 where you are studying full-time at undergraduate level, including on a Bachelor's or Integrated Master's degree, Foundation Degree, or for a Higher National Certificate (HNC) or Higher National Diploma (HND) award, or for a

Certificate in Higher Education (CertHE) award, or for a Diploma in Higher Education (DipHE) award.

The University reserves the right to make changes to its tuition fees if the government changes the maximum amount of tuition fees that institutions may charge. Such changes, whether they reduce or increase the maximum amount of tuition fee, will take effect for relevant students in accordance with the terms of government policy. The University will publish details of any changes on its website and in the information about tuition fees applicable to a student's year of entry.

Under current Student Support Regulations, so long as you claim a tuition fee loan from the relevant authority as a UK or EU student, you will not have to pay any tuition fees upfront.

**Home/EU Postgraduate Taught Students (excluding PGCE students):** Students commencing on a postgraduate taught course of more than one academic year from 2018/19 onwards will not be subject to an inflationary uplift on their course fees.

**Home/EU Postgraduate Research Students:** The University aligns its tuition fees for Home/EU postgraduate research students with the indicative fees published by UK Research and Innovation (UKRI). Any inflationary increases will be in line with the increases to the published fees (for illustrative purposes only the increase in 2018/19 was 1.5%)

**Tuition Fee Increases for International Students:** Where you are assessed as an international student for fees assessment purposes, and commence your course in 2019/20, undergraduate fees will not be subject to an annual increase with inflation so you will pay the same annual fee for each year of your course where the course has a duration of two years or more.

**All Students:** Information about the amounts by which tuition fees may increase, and how fee increases will be calculated, will be made available to prospective students through the University's website and to applicants via email once the University has published its position and subject to government policy.

**Deferrals:** If you have deferred your 2018/19 place, you will pay the tuition fees applicable to students starting in 2019/20.

**Placements:** Full-time undergraduate students commencing their studies in or after 2018/19 who choose to take a placement year will pay a £1,200 placement fee (based on a fee of £1,850 of which £650 is waived) during their placement year. Where the placement is not for a full year, the full tuition fee will still be payable for that year.

**Study Abroad:** If you are studying on a designated course and you choose to study abroad for a full year as part of that course, you will be charged a tuition fee for that year, but it will be capped at 15% of the full undergraduate level fee (currently £1,385.00 for study abroad undertaken during 2019/20).

The University reviews other fee levels annually and may increase fees for subsequent years. The University will normally give prior warning of fee increases.

Please refer to the [Student Fees Regulations](#) for details of how/when fees are payable and how to withdraw from the University. Any refund is calculated from the official date of withdrawal and you remain liable to pay fees until that date.

#### **16. What happens if I do not pay my tuition fees?**

Until the debt is paid, the University may charge interest on any outstanding tuition fees, withhold services from you and withdraw you from your course. Ultimately the University may terminate your enrolment contract and pursue you for the debt.

You will not be able to re-enrol, receive your award certificate or official verification of your studies or attend a graduation ceremony if you have tuition fee debt. Please see [Managing Students in Tuition Fee Debt](#) for further details.

#### **17. Will I have to pay any extra costs on top of my tuition fees?**

You will find details of any extra costs you may have to pay on the online prospectus page for your course.

#### **18. Will I own any Intellectual Property I create in the course of my studies?**

As a general principle, the University recognises that each student is the owner of the intellectual property s/he creates in the course of his/her studies, however, this is subject to exceptions. Please see the [Intellectual Property Regulations for Students](#) for more details.

#### **19. How will the University protect my Personal Data?**

Please see the [Privacy Notice for Student Applicants and the Student Privacy Notice](#) for information on the purposes for which personal data on applicants and students is held, the categories of data held, the safeguards in place, and organisations to whom the University may disclose your personal data. Further information about our [Privacy Notices](#) is available on our website.

The University has set out the roles and responsibilities of staff in its '[Information Governance Policy](#)'. Students' responsibilities regarding data are set out in '[Use of personal data by students: Your responsibilities](#)'.

As a public authority, the University has appointed a Data Protection Officer who can be contacted at [DPO@shu.ac.uk](mailto:DPO@shu.ac.uk).

#### **20. Does the University exclude or limit its liability to students?**

The University expressly excludes liability to the fullest extent permissible by law for all damage to your property and for personal injuries or death, unless caused by the negligence of the University or its staff. It also excludes liability for the non-return of work submitted for assessment, all indirect and consequential losses, and loss of opportunity, income or profit. Unless it is liable in negligence for personal injury or death, the University limits its liability to the value of tuition fees paid by you or on your behalf, or, if greater, any relevant amount received from its insurers.

The University will consider individual circumstances via the relevant student or applicant complaints procedure.

**21. What happens if circumstances prevent the University delivering educational services to me?**

The University will do all it reasonably can to minimise disruption to its services and to mitigate the impact of any disruption that cannot be avoided. Depending on the circumstances, the University's "force majeure" clause may apply (see clause 11 of your [Student Terms and Conditions](#)). This means that we are not liable to compensate you for delays or failure to provide services if this is outside our control.

**22. Where can I find information on refunds and compensation?**

Please speak to your Student Support Officer in the first instance if you have any concerns and believe you may be entitled to a refund or compensation.

**23. Where can I find information about transferring courses or transferring credit to another institution?**

Please speak to your Student Support Officer in the first instance if you have any concerns and are thinking of changing courses or transferring credit to another institution. It is important to get the right advice before you make any decisions.

**24. What Student Regulations do I need to be aware of?**

You should familiarise yourself with all the [Student Regulations](#). These are an important part of your contract and govern many of the processes and procedures you may need to follow whilst at University, for example what to do if illness affects you during your course, or you need to retake a module. The Regulations are available on the University website and via [My Hallam](#). You can also find our policies and other forms, guidance and codes alongside the Regulations.

**25. Do I have to abide by a code of conduct?**

Yes, the University's [Disciplinary Regulations for Students](#) include a code of conduct which students are expected to follow. Some courses also have professional conduct requirements.

**26. What happens if I breach the Student Regulations?**

The University may investigate allegations of misconduct according to the [Disciplinary Regulations](#), and/or the [Student Fitness to Practise Regulations for students on professional courses](#). Any student may be subject to disciplinary sanctions if they are found to be responsible for misconduct. Sanctions for misconduct can range from an oral reprimand to withdrawal of an award and expulsion from the University.

If you do not meet the requirements of [regulations for assessment](#) at the University level and your course, you may not be allowed to progress to the next stage of your course, you may have to repeat assessments for parts of your course, you may have to withdraw from your course and you may not be awarded the qualification for which you are studying.

If you breach the [regulations about academic misconduct](#), the sanctions can range from reductions in your marks and having to repeat assessments, to not allowing you to receive an award and expulsion from the University, depending on the seriousness of the misconduct.

If you breach regulations for using the University's [IT facilities and learning resources](#), the University may withdraw services from you and there may be an investigation which can lead to disciplinary sanctions.

**27. How do I make a complaint about the admissions process as an applicant?**

Please follow the [Appeals and Complaints Procedure for Applicants](#).

**28. How do I make a complaint about the University as an enrolled student?**

Please follow the [Student Complaints Policy and Procedure](#).

**29. How does the University handle accusations of harassment?**

Please see the University's [Anti-harassment Policy and Procedure](#). There is also more support and information available on our website and via our [Report and Support](#) page.

**30. Where can I find the University's Freedom of Speech Code of Practice?**

The University's [Freedom of Speech Code of Practice](#) is available via My Hallam.

**31. What is the University's "Prevent Duty"?**

The University's "[Prevent Duty](#)" is explained on My Hallam.

**32. Where can I find the University's Student Protection Plan?**

You can find the [Student Protection Plan](#) on the University website.

**33. Where can I find the University's Access and Participation Plan?**

You can find the [University's Access and Participation Plan](#) on the University website.

### 34. What if I have other questions?

For all other information about our student support services (including mental health and wellbeing services, multifaith chaplaincy, disabled student support, Sheffield Regional Assessment Centre, international student support, care leavers' support and our nursery), visas and immigration, accommodation, fees and funding, bursaries and scholarships, budgeting, life in Sheffield, our approach to equality, diversity and inclusion, and much more, please check our website.

Sheffield Hallam University's principal address is City Campus, Howard Street, Sheffield, S1 1WB, Telephone Number +44(0)114 225 5555, Email: [enquiries@shu.ac.uk](mailto:enquiries@shu.ac.uk)

### 35. Cancelling Your Contract

#### Right to Cancel

You have the statutory right to cancel your Pre-Enrolment Contract and your Enrolment Contract within 14 days without giving any reason. This statutory right only applies if you accepted an offer online/via UCAS or over the phone, or enrolled fully online. You have a wider right to cancel under the [University Terms and Conditions](#) which applies regardless of how you accepted your offer or enrolled.

The cancellation period will end after 14 days from the day of the conclusion of the contract (i.e. 14 days following the date upon which you accept our offer of a place for your Pre-Enrolment Contract or 14 days following the date of online enrolment for your Enrolment Contract).

- If you have **not yet enrolled**:

If you wish to cancel, you must tell the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). Please write to: Admissions at Sheffield Hallam University, City Campus, Howard Street, Sheffield, S1 1WB or email [admissions@shu.ac.uk](mailto:admissions@shu.ac.uk)

- If you **have enrolled**:

If you wish to cancel, you must tell the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). Please write to your Student Support Officer at Sheffield Hallam University, City Campus, Howard Street, Sheffield, S1 1WB or email your Faculty helpdesk:

STA: [aces-helpdesk@shu.ac.uk](mailto:aces-helpdesk@shu.ac.uk)

HWB: [collegiate-hall-helpdesk@shu.ac.uk](mailto:collegiate-hall-helpdesk@shu.ac.uk)

SSH: [fdsenquiries@shu.ac.uk](mailto:fdsenquiries@shu.ac.uk)

SBS: [ship@shu.ac.uk](mailto:ship@shu.ac.uk)

To meet the cancellation deadline, you need to tell us that you want to cancel in writing before the cancellation period has expired. **You may use the model cancellation form below, but you do not have to use it.**

#### Effects of Cancellation

- If you cancel your Student Contract in accordance with your statutory rights, the Student Contract will end and we will refund to you all tuition fees received from you.
- We will make the refund without undue delay, and not later than 14 days after the day on which we were informed about your decision to cancel
- We will make the refund by the same means of payment as you used for the initial payment, unless you have expressly agreed otherwise.
- You will not incur any fees as a result of the refund.

If you requested to begin the performance of services during the cancellation period, including where your course starts during the cancellation period, you shall pay us a proportionate amount to cover the services received up to the date we received notice of your cancellation of the contract.

**36. STATUTORY CANCELLATION FORM**

<p><b>If you have not yet enrolled:</b></p> <p>Write to: Admissions Sheffield Hallam University City Campus Howard Street Sheffield S1 1WB</p> <p>Or email: <a href="mailto:admissions@shu.ac.uk">admissions@shu.ac.uk</a></p>	<p><b>If you have enrolled:</b></p> <p>Write to: <i>[Your Student Support Officer]</i> Sheffield Hallam University City Campus Howard Street Sheffield S1 1WB</p> <p>Or email: STA: <a href="mailto:aces-helpdesk@shu.ac.uk">aces-helpdesk@shu.ac.uk</a> SSH: <a href="mailto:fdsenquiries@shu.ac.uk">fdsenquiries@shu.ac.uk</a> HWB: <a href="mailto:collegiate-hall-helpdesk@shu.ac.uk">collegiate-hall-helpdesk@shu.ac.uk</a> SBS: <a href="mailto:ship@shu.ac.uk">ship@shu.ac.uk</a></p>
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I hereby give notice that I cancel my contract for the supply of the following service:

Contract for the supply of education services at Sheffield Hallam University for

..... (Course)

Date of Acceptance of Offer\* / Date of Online Enrolment\* : .....

Name of Student: .....

Address of Student: .....

.....

.....

.....

.....

.....

Signature of Student .....(not required if submitting form electronically)

Student Number: .....

Date of Cancellation: .....

***\*Please delete as appropriate: if you have not yet enrolled, please confirm the date you accepted your offer; if you have enrolled, please confirm the date you enrolled.***

***See previous page for the Cancellation Instructions. Please note that you cannot use this form to withdraw if you enrolled in person on University premises.***

### 37. Version Control

Version Control	Authority	Approval Date
Key Terms Summary approved (v1.0)	Secretary and Registrar	30 July 2015
Minor amendments to Key Terms Summary (v1.1)	Secretary and Registrar (via delegated authority)	2 August 2016
Minor amendments to Key Terms Summary; adopted as contractually binding (v1.2)	Secretary and Registrar	24 October 2016
Minor amendments to Key Terms Summary (v1.3)	University Secretary	12 December 2017
Minor amendments to Key Terms Summary (v1.4)	University Secretary	17 July 2018
Substantial amendments to Key Terms Summary (v1.5)	Interim Secretary and Clerk to the Board	16 October 2019