

# Terms and Conditions

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# Terms and Conditions

These Terms and Conditions apply from 1 August 2015, subject to minor amendments made from time to time.

In case of any conflict between any of the contractual documents which form part of the student contract, the order of precedence is as follows:

- i. the University's Terms and Conditions
- ii. the University's Regulations
- iii. your statutory right to cancel and the form to do so
- iv. your University entry requirements and the other the terms within your offer letter and/or UCAS offer, including the details of your first year tuition fee
- v. any special requirements which apply to you, as set out in your offer letter, UCAS offer and/or other letters and emails from the University
- vi. your course overview summary
- vii. the Key Terms Summary
- viii. the details of your course on the University's online prospectus.

## 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 Course of study.

### **Charges**

means additional payments required for Services in association with your Course, for example, for module re-registration, or library fines.

### **Collaborating organisations**

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

### **Contract**

means the Contract formed between you and the University on the terms of the Contract Information.

### **Contract Information**

means your University entry requirements, the terms within your offer letter and/or UCAS offer, details of your right to cancel and the form to do so, your Course Description and Tuition Fee, any special requirements which apply to you, the [Key Terms Summary](#), the Regulations, and these Terms and Conditions, which together form the Contract between you and the University.

**Course**

means a course or programme of study or research at the University.

**Course Description**

means the important information about the content of your Course and details of how and where it will be delivered as set out in your Contract Information. Your Course Description is set out in the online prospectus and your course overview document.

**Enrolment**

means the process by which a Prospective Student or Student formally registers their participation or continued participation in a Course at the University, accepts the liability to pay Tuition Fees, and provides information required by the University. Completion of the enrolment process is required for the University to grant access to the Course and related Services (e.g. library, IT services, Course materials, tuition etc).

**Fees Information**

means the information about the Tuition Fees for your Course, how these are calculated, and the related payment arrangements.

**Intellectual Property**

means all intellectual property rights including without limitation patents, registered designs, trade marks 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.

**Key Terms Summary**

means the [document](#) which sets out how the key terms of the University's Terms and Conditions will affect you.

**My Hallam**

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

**Pre-Enrolment**

means the period of time before a Prospective Student becomes a Student.

**Prospectus**

means the current University prospectuses (including on-line and printed versions) giving details of Courses for the specified Academic Year.

**Prospective Student**

means a person 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.

**Regulations**

means those University regulations which are included in your Contract Information. All Regulations are available on the Website and on the [rules and regulations](#) page which can be accessed from My Hallam. In these Terms and Conditions, Regulations are marked with an asterisk (\*).

**Semester**

means the two periods into which the Academic Year is divided. The first semester runs from September to January and the second semester runs from January to May.

**Services**

means such educational services and facilities which are provided by the University for students (including but not limited to the provision of library and IT services, provision of student support and guidance, and use of cafeterias, sports facilities, laboratories, studios and workshops).

**Student(s)**

means those students who are pursuing a Course as an enrolled student of the University.

**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 Courses to Students, which may include bench fees for post-graduate research programmes.

**University**

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](mailto: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](http://www.shu.ac.uk).

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## 2 Your Contracts with the University

### 2.1 Your Contract Information

- 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 the Prospectus, open days, written materials, the Website and My Hallam.
- 2.1.2 Your Contract Information confirms the particular contractual terms on which an offer is made to you. The University will make available to you the Contract Information.
- 2.1.3 By accepting a place at the University, you are agreeing to be bound by the Contract Information; therefore you must read and understand the Contract Information prior to accepting your place.

### 2.2 The Pre-Enrolment Contract

- 2.2.1 When you accept the offer of a place at the University, a Pre-Enrolment Contract on the terms of the Contract Information 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 Contract Information.
- 2.2.3 You have a statutory right to cancel your Pre-Enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at the University. In these circumstances, clause 6.4 applies.
- 2.2.4 Your Pre-Enrolment Contract automatically expires if and when you enrol at the University, in which circumstances clause 2.3 below applies.
- 2.2.5 If you do not enrol by the deadline date you have been given by the University, your Pre-Enrolment Contract will automatically expire at that date.

## **2.3 The Enrolment Contract**

- 2.3.1 When you enrol at the University, an Enrolment Contract on the terms of the Contract Information is formed between you and the University.
- 2.3.2 A liability to pay Tuition Fees arises at Enrolment.
- 2.3.3 If you enrol online, rather than face to face on University premises, you have a further statutory right to cancel your Enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you enrol at the University. In these circumstances, clause 6.4 applies.
- 2.3.4 Your Enrolment Contract expires in accordance with clause 2.5 below.

## **2.4 Courses that begin within or before the statutory cancellation period(s)**

- 2.4.1 If your Course has already begun or is due to begin before the end of either statutory cancellation period referred to 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 to in clause 2.2.3, you pay a deposit under clause 6.3 to reserve your place, gain access to advice and information and 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 services that the University has provided to you under the Pre-Enrolment Contract.

## **2.5 Expiry of your Enrolment Contract**

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

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# **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 Prospectus and any special requirements as 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 Applicants and Prospective Students may be asked to declare unspent criminal convictions for particular types of offences in circumstances where there is a legal ground to ask for such a declaration.
- 3.1.4 The entry requirements stated in the Prospectus 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, but, with the exception of a circumstance arising under clause 3.1.6, such changes would not normally affect Prospective Students.
- 3.1.5 Your entry requirements will be set out in your Contract Information.
- 3.1.6 Prospective Students will be notified if the conditions of their offers 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 requirements imposed on the University by a professional, statutory or regulatory body; or
  - b. a change in requirements imposed on the University by a change in the law.

## **3.2 Special requirements**

- 3.2.1 Students for certain specified Courses and students requiring a visa to study at the University must comply with special requirements.
- 3.2.2 Some special requirements must be complied with as a condition of a Prospective Student obtaining their place at the University and other special requirements continue throughout the period of the Course.
- 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 Courses may require additional declarations by the Student relating to their health, employment, criminal convictions and cautions;
  - 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 Course, attendance requirements and certain standards of behaviour may apply.
- 3.2.4 Details of any current special requirements that apply to you can be obtained from the University and will be stated in your Contract Information.
- 3.2.5 Variations or new special requirements may be introduced by the University from time to time without prior notice to Prospective Students or Students if they are required by a third party or by law.
- 3.2.6 Where changes are made because it is reasonably considered by the University that they are necessary to ensure the proper delivery of education, the University will make reasonable endeavours to give prior notice to Prospective Students and Students.
- 3.2.7 Failure to comply with any such special requirements may result in termination of your Pre-Enrolment or Enrolment Contract, with the consequence that you may not be permitted to begin your Course at the University or you may be required to leave your Course 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.
- 3.3.2 If a Prospective Student fails to meet these requirements to the reasonable satisfaction of the University, the Pre-Enrolment Contract between the Prospective Student and the University shall, unless the University agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

### **3.4 Enrolment**

You are required to enrol with the University at the start of your Course and to re-enrol as required by the University (normally annually).

### **3.5 Criminal Convictions**

You may be asked to declare criminal charges, orders and convictions acquired after you apply to the University or during the term of your Pre-Enrolment and/or Enrolment Contract in circumstances where there is a legal ground to ask for such a declaration.

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## **4 Provision of Courses and Services**



## **4.1 Course Dates**

- 4.1.1 Students will be notified by the University of the date their Course will commence.
- 4.1.2 Unless the Enrolment Contract is terminated earlier, it will be completed on the last day of the final Semester of the Student's Course in the Student's final Academic Year or the last day of any assessment of the Student's performance (whichever is later).

## **4.2 The Prospectus**

- 4.2.1 The Prospectus is produced at the earliest possible date to provide maximum assistance to intending applicants.
- 4.2.2 The University may make changes to the information within the Prospectus to bring it up to date before you start your Course.
- 4.2.3 Where changes to the Prospectus constitute changes to your Contract Information, you will be notified as soon as reasonably practicable.

## **4.3 Making changes to Contract Information provided about your Course up to 28 days before your Course starts**

- 4.3.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time up to the date 28 calendar days before your Course starts.
- 4.3.2 Changes are usually made for one or more of the following reasons:
  - a. To make updates to Courses to reflect best practice or new academic developments and to refresh Course curricula to ensure their currency for the benefit of Students;
  - b. To improve and enhance Students' experience of a Course, or to incorporate changes arising from Student feedback for the benefit of Students;
  - c. To meet external, professional or accrediting body requirements and/or
  - d. To safeguard academic standards, for example, in response to external examiner feedback.
- 4.3.3 Prospective Students will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.3.4 The University's Website will be updated as soon as reasonably practicable to reflect the changes to the Course.
- 4.3.5 If, as a result of a change made under this clause 4.3, you no longer want to study your Course:
  - a. You must notify the University in writing (or through UCAS, if applicable) by no later than three weeks after your Course starts, quoting your reason for withdrawal;
  - b. On request, the University will use its reasonable endeavours to provide a suitable alternative Course at the University, (for which Tuition Fees will be payable), or suggest a suitable course at an alternative educational institution; and
  - c. Any Tuition Fees paid (including any deposit) will normally be refunded.

#### **4.4 Making late changes to Contract Information provided about your Course or making changes after your Course starts**

- 4.4.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time on and after the date 28 calendar days before your Course starts for the reasons set out in clause 4.3.2, as the University considers that changes for these reasons are fair.
- 4.4.2 Where the University makes a change under clause 4.4.1 or 4.4.5, Students on that Course will be notified as soon as reasonably practicable that the Contract Information about their Course has changed.
- 4.4.3 The University Website will be updated as soon as reasonably practicable to reflect the changes to the Course.
- 4.4.4 If you do not agree that the change is fair, you may wish to seek redress under the Student Complaints Policy and Procedure\*.
- 4.4.5 Any late change to the Contract Information about your Course or any change made after your Course starts which falls outside the reasons in clause 4.3.2 would be considered by the University to be a variation of your Pre-Enrolment or Enrolment Contract to which your consent was required.
- 4.4.6 Student representatives will be consulted in advance about changes falling under clause 4.4.5.
- 4.4.7 In the circumstances in clause 4.4.5, you will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying the University in accordance with any published procedure within 3 weeks of being notified of the change.
- 4.4.8 If you have given notice that you do not consent to a change made under clause 4.4.5, clause 4.5 applies.
- 4.4.9 Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made by the University for reasons beyond the University's control.
- 4.4.10 Where changes are made to Courses, the University will take reasonable steps to mitigate the impact on Students wherever reasonably possible.

#### **4.5 What will happen if you do not consent to a late change**

- 4.5.1 Upon receiving written notice from you under clause 4.4.7, the University will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.
- 4.5.2 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your Course.
- 4.5.3 If, in the circumstances in clause 4.5.2, you decide to withdraw from your Course:

- 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 Course at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution;
  - c. The University will normally refund any Tuition Fees, (including any deposit) already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid.
- 4.5.4 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 change to your Course under clause 4.4.5.

## **4.6 Discontinuation or Suspension of Courses**

- 4.6.1 Prior to a Course starting, the University reserves the right to discontinue or suspend Courses where:
- a. An insufficient number or quality of applications received mean that the Student experience cannot be guaranteed;
  - b. The University is concerned about the quality of the Course or the administrative and other supporting Services being delivered by its own staff or those of a Collaborating Organisation;
  - c. Appropriate numbers of sufficiently qualified staff are not available to deliver the Course;
  - d. The University and/or a Collaborating Organisation does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the Course for any reason; and/or
  - e. The Course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.
- 4.6.2 Where these factors are within the University's control, the University shall give Prospective Students as much notice as reasonably practicable, and no Course shall be suspended or discontinued after the date 28 calendar days before the Course is due to start.
- 4.6.3 Exceptionally, the University may discontinue or suspend Courses where:
- a. A commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a Course; and/or
  - b. Events beyond the University's reasonable control prevent a Course from being delivered either temporarily or permanently (see also clause 11.2).
- 4.6.4 For changes which are outside the University's control, it will not always be possible to notify Students and Prospective Students in advance, but where the University is able to give notice, it will endeavour to do so as soon as reasonably practicable.
- 4.6.5 Save for in exceptional circumstances, including but not limited to those in clause 4.6.3, the University would not normally discontinue or suspend a Course after a cohort of Students had commenced their studies, but would instead make reasonable endeavours to deliver the Course in accordance with the Course Description to all Students in that cohort.

- 4.6.6 If the University has to discontinue or suspend your Course after an offer has been accepted or at any time during your Course:
- a. On request, the University will use its reasonable endeavours to provide a suitable alternative Course 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 normally refund any Tuition Fees (including any deposit) already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid; 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 Course.

## **4.7 Withdrawal of Services**

- 4.7.1 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. Events beyond the University's reasonable control prevent a Service from being delivered either temporarily or permanently (see also clause 11.2);
  - b. information technology systems require essential maintenance work, upgrades or repairs;
  - c. health and safety or other legal reasons apply; or
  - d. improvements and changes are being made to the University's estate and facilities.
- 4.7.2 The University will take reasonable steps to mitigate the impact of such withdrawals on Students wherever reasonably possible, for example by substituting alternative similar Services, and giving warning of forthcoming changes or likely periods of non-availability.
- 4.7.3 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).
- 4.7.4 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.

## **4.8 Module Choices**

- 4.8.1 The University aims to offer flexibility of study within the relevant Regulations but cannot guarantee that all parts of and options within Courses will be available to all Students who are qualified to take them.
- 4.8.2 The range of option modules on offer may change for the reasons set out in clause 4.3.2 and/or for the reasons given for discontinuing or suspending Courses in clause 4.6.1.
- 4.8.3 Some option modules may have minimum or maximum Student number requirements and may not run in every Academic Year.

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## **5 The Regulations**

### **5.1 Compliance with the Regulations**

- 5.1.1 You are required as a condition of accepting a place and enrolling at the University to abide by, and to submit to, the Regulations.
- 5.1.2 These include regulations in (but not limited to) the following areas: admissions; appeals and complaints; assessment and awards; conduct and discipline; fees; illness and difficult circumstances; intellectual property; information technology; personal information and data protection; research degrees.
- 5.1.3 The Regulations are included in your Contract Information, on the Website and on My Hallam.
- 5.1.4 Additional documents, including other policies, codes and guidance, provide information on how the Regulations are implemented and are available on My Hallam; these documents do not form part of your Enrolment Contract with the University but you would be expected to abide by them, as would the University.

### **5.2 Changes to Regulations**

- 5.2.1 The University reserves the right to make reasonable changes to the 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 or by funders.
- 5.2.4 Changes are usually made for one or more of the following reasons:
  - a. To review and update the Regulations to ensure they are fit for purpose;
  - b. 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;
  - c. To incorporate sector guidance or good practice;
  - d. To incorporate feedback from Students; and/or
  - e. 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 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 Secretary and Clerk to the Board (see clause 18 for contact details).
- 5.2.7 The updated Regulations shall be made available on the University's Website and on My Hallam and may be publicised by other means so that you can be aware of any changes.
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## **6 Tuition Fees, deposits, debts and refunds**

### **6.1 Tuition Fees**

- 6.1.1 The University charges Tuition Fees for the delivery of its Courses and you will have primary responsibility for payment.
- 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 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 and you should therefore ensure that the necessary arrangements to pay your Tuition Fees have been made before enrolling for the next Academic Year.

### **6.2 Tuition Fee review**

- 6.2.1 The levels of Tuition Fees are reviewed and may be revised on an annual basis prior to the beginning of the Academic Year in question.
- 6.2.2 Details of how revisions to Tuition Fees are to be determined are included within the University's 'Fees Regulation\*.

### **6.3 Deposits**

- 6.3.1 The University reserves the right to require a deposit towards your Tuition Fees.
- 6.3.2 Details of any deposit that you are required to pay will be set out in your Contract Information.
- 6.3.3 Where a deposit is required your place will not be guaranteed until it is paid and the University reserves the right to withdraw the offer of a place on the Course without further notice to you if the deposit is not paid by the date stipulated in the offer.

- 6.3.4 You will be entitled to a refund of your deposit if you are refused a visa, and may receive a refund in other exceptional circumstances.

## **6.4 Withdrawals, transfers and time out from study and refunds**

- 6.4.1 If you take time out from your studies, withdraw, or transfer to another institution within the first three weeks of your Course start date, in addition to any statutory cancellation rights which may apply to you under clauses 2.2.3 and 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 studies, withdraw or transfer to another institution after the first three weeks of 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 2.2.3 or 2.3.3 which entitles you 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, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the withdrawal, including retaining any deposit paid.
- 6.4.3 In any of the circumstances in clauses 6.4.1 or 6.4.2, you must follow the University's processes, as set out in the Fees Regulation\*, and any refunds/credits will be calculated from the date the University receives formal notification via this process.
- 6.4.4 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.
- 6.4.5 The University will not refund to you any Fees paid on your behalf by the Student Loans Company, or any other third party.

## **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% above the base rate of HSBC 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 Course and to withhold all Services until all outstanding Tuition Fees and interest are paid and/or terminate the Enrolment Contract between you and the University.
- 6.5.3 Before exercising its rights under clause 6.5.2, 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 Course, you are in debt to the University for Tuition Fees, the University reserves the right not to allow you to enrol on your Course for the next Academic Year.

- 6.5.5 If you are in the final year of your Course, the University will not release your certificate, or a letter of confirmation of award, until all Tuition Fee 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 Course, e.g. library fines, the University reserves the right to withdraw that Service until outstanding debts are paid.
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## 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 on My Hallam.
- 7.3 The University shall not unfairly disadvantage any Student because they are not a member of the Students' Union.
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## 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 studies ("**Student IP**"), subject to the following exceptions:
- a. Students employed, sponsored or funded by third party organisations, wholly or partly;
  - b. Students undertaking a wholly or partly sponsored project or placement;
  - c. where the Intellectual Property is generated as a result of collaborative work, for example with other Students, or with members of staff (or where the work being undertaken derives from the Intellectual Property of staff or the University);
  - d. Students studying on modules which have as a primary or substantial purpose, the creation of Intellectual Property;
  - e. research Students fully funded by the University;
  - f. other exceptional circumstances which may apply.
- 8.1.2 In the circumstances in clause 8.1.1 a-f the ownership and exploitation of the Intellectual Property will either be governed by a pre-existing agreement which takes precedence over these Terms and Conditions, or an agreement between the parties will be required governing ownership and exploitation.



- 8.1.3 Where Intellectual Property is shared between Students and University staff, the procedure for calculating and distributing the sums payable to individual creators is set out in the 'Intellectual Property Policy for Students\*.

## **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 license 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 Office.

## **8.3 Provisions continue beyond the termination of your Enrolment Contract**

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, however caused.

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# **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 Regulations and may result in the University requiring you to withdraw from your Course, the withholding of Services and/or the termination of the Enrolment 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, Course and Services.
- 9.3 Where such responsibilities rest with the Collaborating Organisation, the University excludes liability to the fullest extent permissible by law for:
- a. failure by the University or 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 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.

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## 10 Data Protection

- 10.1 The University is required as a data controller to comply with data protection laws when processing personal data and/or special categories of data, as defined by those laws.
- 10.2 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).
- 10.3 The University will process your data in accordance with its 'Privacy Notice for Student Applicants'\* and/or its 'Student Privacy Notice'\*. These Notices are Regulations.
- 10.4 The 'Privacy Notice for Student Applicants'\* and the 'Student Privacy Notice'\* set out information on the purposes for which Personal Data is held on applicants and Students, the categories of data held, the safeguards in place, organisations to whom the University may disclose your Personal Data and Students' responsibilities.
- 10.5 The University and applicants must comply with the 'Privacy Notice for Student Applicants'\*.
- 10.6 The University and Students must comply with the 'Student Privacy Notice'\*.
- 10.7 The University has set out the roles and responsibilities of staff in its '[Information Governance Policy](#)'.
- 10.8 The University will inform you of your obligations when you process personal data in the course of your studies.
- 10.9 Students are required to abide by a document entitled '[Use of personal data by students: Your responsibilities](#)'.
- 10.10 The University will inform you of your rights as an individual data subject, and has processes in place to allow you to exercise those rights.
- 10.11 The University will ensure that it has in place appropriate organisational and technical measures to ensure a level of security appropriate to the risk.
- 10.12 You are required to provide the University with your contact details and to keep these up to date throughout the duration of your Pre-Enrolment Contract and Enrolment Contract.

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## 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 c below).
- 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 fullest extent permissible by law, for:
- a. all damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff;
  - b. the non-return of work submitted for assessment;
  - c. personal injury or death except in so far as it is caused by the negligence of the University or its staff;
  - d. all indirect and consequential losses, however arising; and
  - e. loss of opportunity and loss of income or profit, however arising.
- 11.1.4 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Tuition Fees paid by or on behalf of the Prospective Student or Student to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.
- 11.1.5 The University will consider individual circumstances via the relevant student or applicant complaints procedure.

## **11.2 Exclusion of liability for events beyond reasonable control**

- 11.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under the Pre-Enrolment or Enrolment Contract if such failure or delay is due to any cause beyond that party's reasonable control.
- 11.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, threat of terrorist attack, invasion, occupations, fire, explosion, storm, flood, earthquake, subsidence, epidemic, natural disaster, failure of public or private telecommunications networks, industrial action, strikes, lock-outs, labour disputes (including labour disputes involving the workforce of any third party) and acts of God.
- 11.2.3 Should the University be affected by any events beyond its reasonable control, it will implement as appropriate its Student Protection Plan, incident management policy and/or business continuity plans.

## **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 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 indirect and consequential losses.
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## **12 Termination of Pre-Enrolment or Enrolment Contracts**

### **12.1 Termination of Pre-Enrolment or Enrolment Contracts by the University**

12.1.1 The University may without liability terminate your Pre-Enrolment or Enrolment Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions or Regulations 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 Course;
- 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 'Disciplinary Regulations for Students\*';
- 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 Course in accordance with the 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 Course deadlines, failure to fulfil a specified contract of studentship, failure to complete a mandatory placement for a Course, or failure to adhere to professional standards for training purposes;
- 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 fees.

12.1.2 The effect of the University terminating your Pre-Enrolment or Enrolment Contract under clause 12.1.1 or under any other provision of the 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 Course.

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 any deposit paid.

## **12.2 Termination of Pre-Enrolment or Enrolment Contracts 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 studies, 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 faculty, 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).
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## **13 Notices**

- 13.1 Any notice served by the University under these Terms and Conditions and any correspondence from the University shall be deemed to have been served two working days after dispatching to the address notified to the University by you.
- 13.2 The University shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the University informed of any changes to these addresses.
- 13.3 Any correspondence from the Student to the University should go to the address specified for such correspondence in these Terms and Conditions or the Regulations or if an address is not specified, to the general University address:

**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 posting.

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## **14 Changes to Terms and Conditions, severance and Contract variations**

### **14.1 Changes to Terms and Conditions**

14.1.1 The University reserves the right to make reasonable changes to these Terms and Conditions at any time.

14.1.2 Changes will usually 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 the Higher Education Funding Council for England, the National College for Teaching and Leadership or any other major funding body or successor body;
- c. implement legal advice, national guidance or good practice;
- d. provide for the introduction of new or improved methods of operation, services or facilities;
- e. reflect market conditions;
- f. make them clearer or more favourable to you;
- g. rectify any error that might be discovered in due course; and/or
- h. further to codify existing arrangements.

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 University Secretary (see clause 18 for contact details).

14.1.7 Any new editions of the Terms and Conditions shall be made available on the University's Website and on My Hallam, are available to read at enrolment/re-enrolment, and may be publicised by other means so that you can be aware of any changes.

### **14.2 Severance**

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 Pre-Enrolment or

Enrolment 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 Courses or defer your place, such transfer or deferral shall be treated as a variation of your Pre-Enrolment or Enrolment Contract with the University and will be subject to your continued acceptance of the Terms and Conditions and Regulations.
- 14.3.2 No other variation or amendment to your Pre-Enrolment or Enrolment Contract may be made by you without the prior written consent of the University.
- 14.12 Following a transfer or deferral, the University shall amend your Contract Information, if necessary, before you start or recommence your Course, and your enrolment on the Course shall constitute your consent to the variation.

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## **15 Status of Terms and Conditions and your Contract Information**

- 15.1 These Terms and Conditions, and your Contract Information represent the entire agreement between you and the University and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the University.
- 15.2 In the event of inconsistencies between the Terms and Conditions, the Regulations, and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the Regulations, which shall in turn prevail over the remainder of the information in your Contract Information.
- 15.3 Any failure of or delay by the University or a Student in relation to the exercise of its rights under the Pre-Enrolment or Enrolment 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.
- 15.4 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.

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## **16 Law and Jurisdiction**

Your Pre-Enrolment and Enrolment Contracts shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

## 17 Headings

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

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## 18 Queries and complaints

Queries about your Contract Information should be addressed to the:

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

who shall be responsible for determining any matters of interpretation.

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

**Admissions and UK Recruitment  
Sheffield Hallam University  
City Campus  
Howard Street  
Sheffield  
S1 1WB**

The University has a '[Student Complaints Policy and Procedure](#)'\* and an '[Appeals and Complaints Procedure for Applicants](#)'\*.

<b>Version Control</b>	<b>Authority</b>	<b>Approval Date</b>	<b>Effective Date</b>
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 (v.14)	University Secretary	20 October 2020	20 October 2020
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