

Terms and Conditions 2017/18

Student and Academic Services

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Terms and Conditions 2017/18

These Terms and Conditions are important and you should take the time to read them and know where you can find them should you need to refer to them later on. If you are studying as an apprentice at UWE or at one of our partner institutions these terms and conditions do not apply to you. Please see appendix 32 for Terms and Conditions for apprentices.

Definitions

We/Us/Our/the University/UWE Bristol means the University of the West of England, Bristol.

You/Your means a registered student of UWE Bristol.

Apprentice means an employee who is registered for a UWE programme as part of an Apprenticeship.

Apprenticeship means an apprenticeship as defined by approved Apprenticeship Standards.

Apprenticeship Programme means the programme that is offered as part of an apprenticeship.

HESA means Higher Education Statistics Agency.

Material Change means a change to the Material Information listed below.

Material information means the information we provided to you when we made you an offer of a place on your Programme which includes:

- *the published details of your Programme*, including: Programme title; entry requirements; what you will study (for example core modules and likely optional modules); method of study (for example, lectures, seminars, work placements); expected workload including number of contact hours and expected self-study; the overall methods of assessment for your Programme (for example exams, course work or practical assignments); the award you will receive on successful completion of your Programme; location of study or possible locations; length of your Programme; whether your Programme is accredited by a professional, statutory or regulatory body (PSRB).
- *Key facts documents covering:* tuition fees; complaints; appeals; academic regulations and procedures, and non-academic policies noted here in the appendix
- Our Admissions Policy.
- These Terms and Conditions.

Material non-disclosure means failure or refusal to declare or reveal some information that is required to be declared or revealed.

Programme means your course or programme of study.

Partner Institution means an institution or organisation with which the University has an agreement to deliver courses approved by the University and which lead to University awards.

Quality Assurance Processes means the ways in which we ensure our Programmes are up to date and meet the required standards (for example through our process of annual review of Programmes).

Registration means the process by which you:

- confirm and update as necessary, the personal details we hold for you which you provided in your application
- confirm the UWE Bristol programme you are intending to study
- agree to abide by, comply and engage with our Terms and Conditions and related University regulations, policies and procedures
- agree to pay or make arrangements to pay your tuition fees in accordance with the University's Tuition Fee Policy.

Stakeholders means a Professional, Statutory or Regulatory Body (PSRB) (for example the Nursing and Midwifery Council or the Engineering Council), external examiners, employers, national and local government education departments, funding councils or bodies which commission or accredit Programmes.

1 Becoming a student of the University

1.1 These Terms and Conditions together with the published information about your Programme, form the basis of the relationship between you and us which starts when you accept an offer of a place on your Programme. This includes acceptance through UCAS or another agency where applicable. Your ability to take up the offer of a place may depend on you meeting certain conditions.

1.2 **Once you register, you will become a student of the University and these Terms and Conditions will start to apply.**

1.3 On registering with the University you will also be agreeing to abide by, comply and engage with University regulations, policies and procedures. In particular we refer you to:

- Admissions Policy (Appx 1)
- Academic Regulations and Procedures (Appx 2)
- Fitness to Study (Appx 5)

- Professional Suitability and Professional Conduct Policy (Appx 6)
- Student Conduct Policy (Appx 11)
- Complaints Procedure (Appx 15)
- Intellectual Property Policy and Regulations (Appx 17)
- UWE Bristol Tuition Fee Policy (Appx 23)
- Health and Safety (Appx 24)
- Data Protection Policy (Appx 25)

1.4 A full list of the policies that govern your relationship with us and which you will need to be aware of are set out at the end of these Terms and Conditions. You should familiarise yourself with these policies and comply with them at all times.

1.5 If you have secured a place in University accommodation, your right to that place is subject to your continued registration as a student of the University. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.

1.6 You will be required to re-register at the beginning of each academic year of your Programme.

1.7 These Terms and Conditions continue to apply for as long as you remain registered on your Programme unless terminated earlier as permitted below.

2 Partner Institutions

2.1 We provide some programmes in partnership with our Partner Institutions. If you are studying at one of our Partner Institutions you may also be required to sign up to the terms and conditions that apply at the Partner Institution. If there is a discrepancy between these Terms and Conditions and the terms and conditions provided by the Partner Institution, these terms shall take precedence, except when a student is on the premises of a partner institution when the partner's rules of conduct will apply.

2.2 If you are carrying out your studies at a Partner Institution you may also be required to comply and engage with any policies they provide you with. Depending on the circumstances, the policy of the Partner Institution may take precedence over our policies, provided the policy is not at variance with UWE Bristol's academic regulations.

3 Tuition fees, payment and debt

3.1 If you pay your tuition fees to us then our Tuition Fee Policy will apply.

- 3.2 If you pay your tuition fees to one of our partner institutions, the tuition fee policy applicable to your Programme will apply. You will need to familiarise yourself with this policy regarding what your fees will cover and for any additional costs information.
- 3.3 By registering for your Programme you are agreeing to pay the tuition fees, make arrangements to pay your tuition fees or to provide acceptable evidence that Student Finance or other sponsor has agreed to pay part or all of your fees.
- 3.4 If you are subject to the UWE Bristol Tuition Fee Policy your tuition fees will cover your first attempt and one resit at all the modules necessary to complete that academic year of your Programme. Additional modules and retakes of modules may incur an extra charge. There may be additional costs depending on your Programme, for example for field trips, equipment and materials. These will be detailed in the information we provided to you when we made you an offer of a place on your Programme.
- 3.5 Tuition fees will be subject to annual increases as detailed in the tuition fees policy which applies to you.
- 3.6 If you withdraw from your Programme, you may still be liable for some or all of the tuition fees.** Any liability will be calculated in accordance with the tuition fee policy which applies to you.
- 3.7 If you have a tuition fee debt to the University you will not be able to register for the next academic year, the University has the right to withhold all award certificates, you may be excluded from attending a graduation ceremony and academic references will not be provided until you have cleared the debt. Students studying on Programmes at Partner Institutions will need to refer to the tuition fees policy that applies at the Partner Institution.**

4 Immigration Requirements

- 4.1 You will only be able to register for the Programme if you are able to provide evidence that you have valid permission to study in the UK and understand that the University may require you to provide relevant documents to prove this at any point during your studies.
- 4.2 Tier 4 visa students must comply with the requirements set out in Appx 28.

5 Changes to your Programme

- 5.1 We continually enhance our Programmes by responding to feedback from our students and other Stakeholders, ensuring the curriculum is kept up to date and our graduates are equipped with the knowledge and skills they need for the real world.

We may make any such changes to our Programmes without consulting you if the changes will not involve a Material Change.

- 5.2 There may be circumstances where we have to make a Material Change to the Material Information. In these circumstances, we will give you advance notice of the change and inform you about how this change will impact on your Programme and work with you to understand the reasons for and the effect of the change on your studies.
- 5.3 If required, we can explore with you alternative arrangements, such as transferring to another Programme or another institution. You will also be entitled to withdraw your application or withdraw from your Programme as a result of the change, in which case you should tell us in writing. You may make a claim for a refund of any tuition fees and deposits you have paid, in accordance with the UWE Bristol Tuition Fee Policy or the policy that applies to you if you are studying at a Partner Institution.
- 5.4 Examples of reasons for making a Material Change to your Programme may include:
- a commissioning or accrediting body (for example, the Nursing and Midwifery Council or the Engineering Council) requires us to add new course content to your Programme
 - in response to feedback from Stakeholders or our students through the University's Quality Assurance Processes
 - where there is an insufficient number of students applying to the Programme or a module of a Programme to make running the Programme or module impractical to provide a suitable student experience and/or financially viable
 - to reflect the introduction of new technologies
 - where staff have taken extended leave or left the University
 - following changes to the funding we receive
 - Government legislation.
- 5.5 We may withdraw Programmes before they have started but only in very limited circumstances including where there is an insufficient number of students applying to a Programme which would mean that running the Programme would not provide a suitable student experience and/or be financially viable.**

6 Communicating with you

- 6.1 We will communicate with you about your offer of a place on your Programme through your UWE Bristol Welcome Website.

- 6.2 The Material Information provided as part of your acceptance of an offer of a place on your Programme, including these Terms and Conditions, will be available to you throughout the duration of your Programme via your UWE Bristol Welcome Website.
- 6.3 Once you have registered, we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:
- your University email address. We expect you to check your University email account regularly and frequently both during and outside of term time
 - myUWE
 - Blackboard
 - the official UWE Bristol website
 - the official UWE Bristol social media channels
 - the mobile phone number you provided at registration
 - by post to either your term-time or your home address as appropriate.
- 6.4 Please note that you must promptly inform the University of any changes to your contact details.

7 Termination

- 7.1 The relationship between you and us will end and these Terms and Conditions will cease to apply:
- if you withdraw from the University; or
 - if you are required to withdraw with regard to your academic performance in accordance with our Academic Regulations or in accordance with our disciplinary or fitness to practice or fitness to study procedures; and/or
 - for non-payment of fees in accordance with the University's Tuition Fees Policy.
- 7.2 We may terminate our relationship with you in writing with immediate effect if:
- you are expelled or refused admission to or membership of any organisation which you are expected to attend or be a member of as part of your Programme; or
 - between accepting an offer and starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or
 - in our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; or
 - where your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or

- if your continuing registration at the University puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements; or
- if you fail to maintain employment required as part of your programme, regardless of cause or fault.

7.3 If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your Programme. If, at the time of termination you have registered, we shall be entitled to require you to stop studying on your Programme and leave the University immediately.

7.4 On termination, you are required to return your student identification card, together with all property owned by us. You must pay all outstanding fees immediately. Any contract you have for University accommodation will terminate in accordance with its terms.

7.5 Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take.

8 Complaints

8.1 We have a student complaint procedure that is accessible to all students. Full details of the procedure can be found in the Complaints Procedure (Appx 15). If, further to your complaint, we have provided you with a "Completion of Procedures" letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk.

8.2 Our Complaints Procedure includes the procedure for making a complaint if you are a student studying at a Partner Institution.

9 Liability

9.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these Terms and Conditions to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- your own fault;
- the fault of a third party.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Our liability to you in the case of loss or damage other

than for death or personal injury or fraud is limited to 150% of the total sums paid by you to us whilst enrolled on your Programme.

- 9.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

10 Intellectual Property

- 10.1 Subject to the provisions of our Intellectual Property Policy and Regulations (Appx 17) which provide that undergraduate and taught postgraduate students are exempted, we may be regarded as owning all intellectual property generated by you during your studies and by signing acceptance of our offer of a place, you assign to the University, by way of future assignment, all intellectual property created by you in the course of your research as a student of the University. You also license the University to use any of your previously-created intellectual property which is incorporated in that research or research outcome.
- 10.2 You must keep your research material confidential. We may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should the University derive a commercial value from your research, you may be entitled to apply for a share of net revenue under the University's Intellectual Property Policy and Regulations, (Appx 17).
- 10.3 We own (and where applicable have licensed to any Partner Institutions) or have licensed to us the intellectual property in all course materials produced by us or on our behalf and such materials should only be used for your own personal study purposes.

11 Your right to cancel

- 11.1 If you decide to accept our offer of a place and then change your mind, you have the right to cancel within 14 days without giving any reason. This cancellation period will expire 14 days from the date of your acceptance.
- 11.2 To exercise the right to cancel you must inform us of your decision to cancel this contract by clear statement (for example in a letter sent by post, or via email). Alternatively you can use our [Application Cancellation Form](#) , but you do not have to use the form.
- 11.3 If you register for your Programme and then change your mind, you have the right to cancel within 14 days from the date of your registration without giving us any reason. If you cancel within the 14 day cancellation period, we will reimburse to you all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

12 Data Protection

- 12.1 When you enter into a relationship with us, you are giving us the right to hold and process your personal information including sensitive personal information for administrative purposes in order to provide you with educational services. We will process your personal information in accordance with the Data Protection Act 1998 and our policies on data protection and data processing. We will only share your data with third parties in accordance with our policy on data protection where the law either requires or allows us to do so or where we have your express consent. See our Data Protection Policy (Appx 25).
- 12.2 The University will use your data for purposes of:
- Administering and managing your educational programme and qualifications and matters connected to your studies
 - Communicating information to you relating to your studies
 - Providing services including accommodation, academic skills, pastoral care, advice and guidance, security, health and safety
 - Fulfilling our obligations under our Academic Regulations and Procedures (Appx 2)
 - Responding to any complaints you make to us
 - Monitoring, quality assuring and auditing our activities
 - Undertaking evaluation and research specifically intended to better understand student needs in order to improve our provisions
 - Any other legitimate reason incidental to the University's operations and status as a higher education provider.
- 12.3 Unless you object, information relating to your registration will be shared with the Alumni Association so that we can keep in touch with you after you have left the University.
- 12.4 For students with a Tier 4 visa coming to study at UWE Bristol, as part of the Points Based System for immigration, we, as your immigration sponsor are required to take and store a copy of your current passport and visa. This is a mandatory requirement of your visa as specified by the UK Visas and Immigration Department. UWE Bristol fulfils this requirement by taking electronic scans of these documents:
- a) The information is required to support your registration as an international student under the points based system and will be transferred to our student record system.
 - b) The scanned copies of your passport and visa will be held for a minimum of one year following the completion of your studies.
 - c) The information will only be made available to University staff involved with the processing of your registration and student record.

- 12.5 If you are student with a Tier 4 visa studying at one of our Partner Institutions the Partner will be your immigration sponsor and responsible for meeting the requirements of the UK Visas and Immigration Department.
- 12.6 We may disclose your attendance and progression information to your employer/sponsor on receipt of a legitimate request, if the following circumstances apply:
- a) Your tuition fees are being paid by your employer/sponsor
 - b) You are paying your own tuition fees, but are allowed paid time off work by your employer to attend University.
- 12.7 The purposes for which the University is entitled to disclose information about students to outsiders are many; but guidance on some of the most common sources of requests is below:
- a) **Parents/spouses/family members:** this will be only in exceptional circumstances. For example, where a student has authorised disclosure (in writing) or has asked the relative to act as his/her advocate in a dispute with the University.
 - b) **External agencies:** which require it to enable them to carry out their statutory functions. These agencies include HESA, external stakeholders, funding councils or bodies, such as Student Finance England, sponsor organisations, other educational establishments and public health authorities
 - c) **Benefits Agencies, Government Departments, NHS Counter Fraud Department:** in cases of alleged fraud, we will usually co-operate. Benefits agencies may request information relating to dates of attendance which, usually with the student's authorisation, may be provided in response to a written request. Any other requests for information will be declined.
 - d) **The Police:** Our practice is to co-operate with the police in the detection and prevention of crime, and to alert appropriate authorities should we consider you, or someone associated with you, to be at potential risk of exploitation or harm.
 - e) **Potential employers, employment agencies and other educational establishments:** Academic references may be provided without the explicit written consent of the student as long as the request is in writing from a bona fide employer or agency. The information released will be the minimum relevant to the request – usually attendance and award details.
 - f) **After you have completed your studies** we or our agent will contact you as part of the Destination of Leavers from Higher Education (DLHE) survey. All data collected by the University will be forwarded to the HESA for use in anonymised form, primarily for statistical analysis by HESA. You are advised to refer to [HESA's data protection information](#) for further information.

- g) The University may also pass information on to third parties contracted to provide services to the University, to the extent that they require such information.

12.8 On registering as a student of the University you will be confirming that you have read and agree to the Student Obligations in the Data Protection policy (Appx 25).

13 Disabilities

- 13.1 If you have a disability or a long term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you.

14 General

- 14.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.2 These terms and conditions, the Material Information referred to herein and any terms and conditions provided by any Partner Institution override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Programme and replace any other undertakings or representations. In the event of any discrepancy between these terms and conditions and the Material Information or the terms and conditions provided by any Partner Institution, these terms and conditions shall take precedence except where 2.1 of these Terms and Conditions applies.
- 14.3 These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.4 Nobody else has any rights under this contract. This contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 14.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

- 14.7 The relationship between us shall be governed by and in accordance with the laws of England and Wales and we and you agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

15 Membership of the Students' Union

- 15.1 As a registered student you will have the right to be a member of the Students' Union, but you may also choose not to be a member. Membership of the Students' Union is given automatically to all new students. You will need to apply to the Union for proof of membership which may be required in order to participate in certain Union activities.
- 15.2 If you do not wish to be member of the Students' Union you must indicate your wish in writing to the General Manager of the Students' Union at any time by completing the appropriate form, available from the Students' Union or the Clerk to the Governors.
- 15.3 Unless you object, the information supplied by you as listed here will be shared with the Students' Union. The Students' Union provides membership services to UWE Bristol. This information will be transferred securely by UWE Bristol to the Students' Union's website provider who will import your information into a database that will pre-register you with the Students' Union. This will mean you won't need to re-enter your personal data when registering on the Students' Union website. This will enable you to join the sporting, cultural and extra-curricular activities provided by the Students' Union, and other online membership services and participate in Students' Unions' elections and student representation.
- 15.4 If you do not wish the information indicated to be made available to the Students' Union you are invited to tick the box provided on the registration form or in online registration.

16 Recording Consent

- 16.1 The University has facilities to record your taught classes (lectures, seminars, practicals) to support your studies. These recordings will allow you to review and revise sessions at your own pace whenever and wherever suits the way you learn. In order to make these recordings we need your consent covering those instances when you may contribute to a class.
- 16.2 You hereby consent to your data, including your personal data, being recorded and used by the University for educational purposes only, in accordance with the University's Audio/Video Recording for Educational Purposes policy.

17 The formal removal of award

17.1 The Academic Board of the University may remove an award granted by the University from you on the recommendation of the Vice-Chancellor if:

- (a) you have been granted an award and have been found to have been admitted to your programme or granted the award under false pretences or on material non-disclosure
- (b) you have been granted an award or an honorary degree and have acted in a manner which the Academic Board of the University considers would bring the name of the University into disrepute as a result of granting the award.

APPENDICES

<u>1. Admissions Policy</u>
<u>2. Academic Regulations and Procedures</u>
<u>3. Assessment Offences Policy</u>
<u>4a. Policy Statement on the Recruitment, Placement and Engagement in other Activities of Students with Criminal Convictions</u>
<u>4b. Procedures for Consideration of Disclosed Criminal Records</u>
<u>5. Fitness to Study Policy</u>
<u>6. Professional Suitability and Professional Conduct Policy</u>
<u>7. Religion and Belief Policy</u>
<u>8. Research Ethics Committee Policy</u>
<u>9. Students' Union Code of Practice</u>
<u>10. Student Alcohol and Drug Policy</u>
<u>11. Student Conduct Policy</u>
<u>12. Student Pregnancy, Maternity, Adoption and Partner Leave Policy and Procedures</u>
<u>13. Word Count Policy</u>
<u>14. Bullying and harassment of or by students</u>
<u>15. Complaints Procedure</u>
<u>16. Freedom of Speech Policy</u>
<u>17. Intellectual Property Policy and Regulations</u>
<u>18. Safeguarding Policy and Procedure – Students</u>
<u>19. Smoke-free Policy</u>
<u>20. Car Parking Policy</u>
<u>21. 2017 bursary policy for new students</u>
<u>22. 2017 bursary policy for returning students</u>
<u>23. UWE Tuition Fee Policy</u>
<u>24. Health and Safety</u>
<u>25. Data Protection Policy</u>
<u>26. User Acknowledgement of Third Party Rights</u>

<u>27. IT Acceptable Use Policy</u>
<u>27a. Information Security Policy</u>
<u>28. Tier 4 Visa Students</u>
<u>29. UWE Card Terms and Conditions</u>
<u>30. UWE and Student Union Policy Statement on Zero Tolerance to Sexual and Domestic Violence, Harassment and Abuse</u>
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