

Terms and Conditions

Available at <https://www.wlv.ac.uk/apply/how-to-apply/admissions-policies-and-regulations/home-students---terms-and-conditions/>

In accepting an offer at the University of Wolverhampton of Wulfruna Street, Wolverhampton, WV1 1LY (hereafter “the University”), a legal contract is formed between you (the applicant/student) and the University.

These Terms and Conditions therefore contain important information which you need to read carefully prior to accepting the offer to ensure that you fully understand its contents.

Home Undergraduate - Terms and Conditions (courses commencing 2027-2028 Academic Year)

This document contains important information about the terms and conditions of the legally binding contract which will be formed between you and the University of Wolverhampton for undergraduate courses which commence in the 2027-2028 academic year.

The Contract will contain legal rights and obligations for you and the University if you accept an offer of a place on an undergraduate course at the University. You should take time to read the Contract carefully and understand its contents before you accept an offer of a place on a course as the Contract will become legally binding on you and us at that point, including your obligation to pay the tuition fees and to comply with our regulations, policies and procedures.

Your attention is drawn in particular to the following sections:

- Conditions with which You Will Need to Comply (section 2)
- Your Right to Cancel the Contract (section 4)
- Your Obligations (including for payment of tuition fees) (section 6)
- When we Can Make Changes to the Contract (section 9)
- Ending the Contract (section 11)
- Our Liability to You (section 13).
- Our policies and regulations which can be accessed here:
<https://www.wlv.ac.uk/about-us/corporate-information/wlv-policies/academic-policies/>

If you have any questions, please contact the admissions contact named in your Offer Letter before you accept your offer.

Please note that the provision of any accommodation to you will be the subject of a separate Contract.

1. About us and our Contract with you

- 1.1 The University will issue you with an offer letter (the “Offer Letter”) which will provide you with information about the University’s offer of a place on a course to study with us. The Offer Letter will provide you with important information about the Contract between us.
- 1.2 When you accept an offer of a place on an undergraduate course (following the instructions for acceptance set out in the Offer Letter within any time specified for acceptance) a legally binding Contract will be formed between the University and you for the provision of your course.
- 1.3 The University may subcontract the delivery of all or part of your course to a third-party delivery partner (a “**Delivery Partner**”). Where the University engages a Delivery Partner to deliver all or part of your course, this will be specified in your Offer Letter. Notwithstanding any such subcontracting arrangement, the Contract shall remain between you and the University and the University shall at all times remain responsible for the performance of its obligations under the Contract. The University shall procure that any Delivery Partner complies with the obligations of the University under the Contract to the extent that such obligations are performed by the Delivery Partner on the University's behalf.
- 1.4 The Contract includes the following documents:
 - 1.4.1 Your Offer Letter which will set out details of your place on a course of study with us including important information about:
 - a) the course, tuition, assessment and related services with which you will be provided;
 - b) the tuition fees and any additional charges payable for the course;
 - c) the duration of the course; and
 - d) details of any conditions that will apply to you (see further section 2 below);
 - 1.4.2 These terms and conditions;
 - 1.4.3 The University’s Academic Regulations and associated policies as detailed at: <https://www.wlv.ac.uk/about-us/corporate-information/wlv-policies/academic-policies/>
 - 1.4.4 The Delivery Partner’s regulations, policies and procedures as set out in the Offer Letter.
- 1.5 The Contract will continue for the duration set out in the Offer Letter unless terminated or extended in accordance with these terms.

2. Conditions with which you will need to comply

- 2.1 This section 2 and the Offer Letter will set out any specific requirements with which you will need to comply as a condition of admission, registration and/or progression on the course, and/or if you have applied via UCAS. UCAS will draw your attention to any additional conditions specified in the UCAS track system.
- 2.2 If you fail to comply with any of these requirements, or fail to provide us with satisfactory evidence that you have complied with these requirements, we may terminate the Contract as set out in section 11.1.
- 2.3 You are required to declare to the University any relevant, unspent criminal convictions, within two weeks of receiving an offer. The University reserves the right to withdraw the offer after careful consideration of a relevant conviction. If you receive or declare a criminal conviction after an offer is made, the University reserves the right to withdraw the offer or terminate your registration on your course. If the University establishes that you did not declare any convictions at a later date, it reserves the right to withdraw your registration on your course. For some courses, your offer may be subject to additional specific conditions relating to disclosure of criminal convictions and establishing Fitness to Practise. These will be detailed in the entry requirements for the course and may require you to declare any convictions prior to an offer being made. Fitness to Practise has been defined as suitability to be recommended for entry onto the professional register without restrictions. Before you are made an offer you may be asked to make declarations about your health and your criminal record. These declarations allow us to give fair and reasonable consideration to your application. For these specified courses, under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 you are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974. Therefore you are not entitled to withhold information about convictions which for other purposes are spent under the provisions of the Act. Please ensure that you make a full disclosure.
- 2.4 You will need to demonstrate at the point of enrolment that you have valid leave to enter or remain in the UK and that this leave entitles you to study at the University. If you are not a UK national and are subject to UK immigration control, you will likely need to apply to the University for a Confirmation of Acceptance for Studies (CAS) under the Student Route, provided you are eligible.

3. Provision of information by you

- 3.1 It is your responsibility to ensure that all information with which you provide us, or which is provided on your behalf, at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and is not misleading.
- 3.2 Failure to comply with this requirement may result in us withdrawing your offer of a place on a course or terminating our Contract with you in accordance with section 11.1.

4. Your right to cancel the Contract

- 4.1 If you have entered into the Contract “at a distance” (i.e. using the UCAS system or online or otherwise without you physically attending the University to create the Contract), you have a legal right to cancel the Contract without giving any reason at any time within 14 days of accepting the Offer (the “Cancellation Period”). These rights arise under the Consumer Contracts Regulations 2013.
- 4.2 To cancel the Contract, you must clearly inform us of your decision to cancel before the Cancellation Period has expired.
- 4.3 You may use the model cancellation form (set out in Appendix A) to notify us of your decision to cancel by letter or email (but you do not have to use this form). If you wanted to contact us by email or letter, please use the following addresses:
- Admissions Department, Registry Directorate, Housman Building, Camp Street, Wolverhampton, WV1 1AD.
 - sending an email to admissions@wlv.ac.uk.
- 4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 4.5 If you cancel the Contract within the 14-day Cancellation Period, we will reimburse any tuition fee payment (including any deposit) received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel. Refunds will only be made to the person who paid the tuition fees unless written authorisation is provided to the contrary from that person.
- 4.6 We may start to provide you with services under the Contract before the end of the Cancellation Period if you request us to do so, for example if you are applying to us very soon before your course is due to start. This will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once we have started to provide services under the Contract to you, then we will be entitled to deduct from any refund a fair amount to reflect the services you will actually have received until you notified us of your wish to cancel.
- 4.7 Please refer to section 13 for further detail about how the Contract can be ended after the expiry of the Cancellation Period.

5. Our Obligations

- 5.1 We will provide with all reasonable care and skill, tuition and learning opportunities which will lead to the award of the appropriate degree or qualification if you successfully fulfil the applicable requirements of your course. Specific details relating to the delivery of your course will be provided in your Offer Letter. Latest information on courses can be found at <https://www.wlv.ac.uk/courses/>.
- 5.2 We will notify you of changes to the Contract in accordance with section 9.

- 5.3 The University also has a range of pastoral support and advice services available to students on issues affecting student life, with signposting and referral to more specialist services. Further information is available at: <https://www.wlv.ac.uk/current-students/student-support/>.
- 5.4 The availability and scope of these pastoral and support services are subject to change during your course of study including due to changes in funding, changes in law or regulatory requirements, and/or the needs of students. The University will provide you with reasonable advance notice of any material changes to the availability or scope of pastoral and student support services and, where practicable, will consult with affected students before implementing such changes.

6. Your Obligations

6.1 You are required to:

- 6.1.1 comply with the terms and conditions of the Contract;
- 6.1.2 keep all information provided to us (including your contact details) accurate and up-to-date and notify us promptly of any changes in your information via e:Vision or your Student Services Office;
- 6.1.3 meet any and all conditions set out in your Offer Letter and/or the UCAS Track system and (where relevant) continue to satisfy them throughout the period of your registration;
- 6.1.4 enrol with us at the start of your course and re-enrol each academic year in order to continue your course of study with the University and maintain your student rights and privileges;
- 6.1.5 pay all tuition fees and any additional charges when due;
- 6.1.6 comply with the University's codes, regulations, policies and procedures as amended from time to time available via link at section 1.4.3 and the Delivery Partner's codes, regulations, policies and procedures listed in your Offer Letter as amended from time to time, including in respect of your attendance, participation on the course and conduct.

7. Tuition fees and additional charges, payment and refunds

- 7.1 The tuition fees and any additional charges payable by you for the course are set out in the Offer Letter.
- 7.2 Your obligations under the Contract include paying all tuition fees and additional charges when due. Details of when and how you are required to make payments are set out in the Tuition Fee Liability and Credit Control Policy on our website: <https://www.wlv.ac.uk/study-here/money-matters/how-to-pay/>. Details of financial assistance that may be available subject to your circumstances and eligibility are available here: <https://www.wlv.ac.uk/apply/funding-costs-fees-and-support/financial-support/>.

- 7.3 Applicants are responsible for checking their eligibility for tuition and maintenance fee loans. This information is available here: <https://www.gov.uk/student-finance>.
- 7.4 Where arrangements have been made for a third party (such as the Student Loan Company or a sponsor) to pay your tuition fees and/or any additional charges, you will be liable for payment of such tuition fees and charges in the event of their non-payment when due by the third party.
- 7.5 Each student is required to ensure that all tuition fees and additional charges due to the University are paid at the appropriate time as detailed in the Tuition Fee Liability and Credit Control Policy in your Offer Letter.
- 7.6 There may be changes in your circumstances during your studies which could affect your tuition fee liability. These include (without limitation) a withdrawal from your course, a leave of absence or break in study, non-attendance, a change in award aim, a change of attendance mode (for example, from full-time to part-time), a change in the number of modules studied, receipt of additional funding, or a change in study intensity. It is your responsibility to formally notify the University of any such changes in your circumstances as soon as you become aware of them via your e:Vision portal. Full details of how changes in circumstances affect your tuition fee liability are set out in the Tuition Fee Liability and Credit Control Policy.
- 7.7 The University will only process requests for withdrawal or a leave of absence/break in study at the time that they are received and will not back-date any such requests. You should therefore notify the University at the earliest possible opportunity, as the date of notification will affect the amount of tuition fees that you will be charged or refunded.
- 7.8 If you are in receipt of student finance support (for example, from the Student Loans Company or Student Finance England), you are advised to contact your student finance provider as soon as possible following any change in your circumstances to discuss how such changes may impact your current and future funding entitlement. The University will confirm your last date of attendance to your student finance provider where your circumstances change, which may result in your funding entitlement being reassessed.
- 7.9 The University's Refunds and Compensation Policy is available here: [\[link to be included once finalised\]](#).
- 7.10 Tuition fees may be increased by the University in accordance with section 9.
- 7.11 Where you have not paid your tuition fees by the due date on the invoice provided to you or in accordance with your instalment plan, the University finance team will send you reminders and apply sanctions in accordance with the Tuition Fee Liability and Credit Control Policy as follows:
- 7.11.1 an automatically generated reminder letter, sent seven (7) days after the payment becomes due;

- 7.11.2 an automatically generated reminder letter, sent fourteen (14) days after the payment becomes due;
 - 7.11.3 an automatically generated reminder letter, sent twenty-eight (28) days after the payment becomes due, which shall trigger the provisional suspension of you from your course. You will have a further thirty (30) days from the date of provisional suspension to either make payment of the outstanding tuition fees or have an agreed payment plan in place with the University. Failure to do so by the fifty-eighth (58th) day from the invoice due date will result in the University confirming your suspension from your course. You will not be permitted to return to the course until you have reached an agreement with the University to pay the outstanding balance and approval is given by the University finance team. If you do not reach an agreement, you will be formally withdrawn by the University.
- 7.12 In addition to the above, the University reserves the right to instigate debt recovery proceedings; suspend or withdraw the provision of any or all of the University's academic services and facilities; prohibit progress to the next stage on a course of study and/or the award of a qualification or academic credit; refuse admission to another course or entry into a new contract with any debtor; and/or refuse admission to a graduation ceremony, until such debts have been paid in full.

8. Conduct and Attendance

- 8.1 Your attendance at the University is subject to the following code of conduct which you agree to comply with: <https://www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/>. Where your Course is delivered by a Delivery Partner you may also be subject to the Delivery Partner's code of conduct which you agree to comply with.

9. When we can make changes to the Contract and how this can impact you

- 9.1 Whilst the University will always try to minimise making changes to the Contract (including changes to the Course) there may be times when changes are needed. This section 9 describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-Contract information: e.g. prospectus information and before you accept an offer of a place on a course:

- 9.2 The information available at the time you were researching the University and making an application for the course may change by the time we send out our Offer Letter. It is your responsibility to read the Offer Letter carefully to check that you are satisfied with the course information contained in the Offer Letter. By accepting our offer, you will be confirming that you are accepting our offer on the course as outlined in the Offer Letter.
- 9.3 Examples of changes that we may make after this stage but before you start your course include the following:

- minor changes made in response to feedback from students and/or external examiners;
- unavoidable changes in our academic or student support staff;
- where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course;
- where we advised that the course was subject to approval/accreditation at the time we advertised the course, if approval/accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a course;
- changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator in order to provide professional accreditation of your course;
- minor reasonable changes to the content and teaching provided on the course.

Changes after you have entered into the Contract with us: e.g. after you accept an offer of a place on a course

- 9.4 Where we need to make changes to the Contract and the Course after the Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section 9. The University is always looking to improve and enhance our students' experience with us and will actively seek feedback from students and teaching staff about how we can improve our service delivery to our students.
- 9.5 The circumstances that we describe in section 9.6 set out the reasons for changes that may arise during your studies with us and give you context as to when we may need to amend the Contract (including the Services and Course). Section 9.7 provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 9.6.

When we can make changes to the Contract:

- 9.6 We can make changes to our Contract (including to the course):
- to reflect changes in the law and/or professional, regulatory and/or statutory body requirements;
 - as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;

- to comply with any requirement set by the Office for Students and/or any funding body and/or other regulatory body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good and/or best practice and/or guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- in light of the withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- to reflect changes made by a Delivery Partner and/or the requirements of a Delivery Partner.

What type of changes may be made?

9.7 The reasons in section 9.6 above may result in a number of different changes being made by us in response. We have set out in this section 9.7 some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of section 9.8 will apply depending on the type of change that is anticipated at the time.

(i) Minor Changes (non-exhaustive list of examples):

- minor changes to the timetable for delivery of your course;
- minor changes to the number of classes/lectures and/or other teaching activity relating to the course;
- minor changes to the methods by which the course is delivered and/or assessed;
- minor changes to the content and/or syllabus of the course;
- minor changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or to maintain academic standards and quality;

- changes to the location of your course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your course;
- changes to reading lists to deal with changes in the relevant subject area relating to your course to ensure the same remain as up to date as possible;
- procedural changes that help improve the course and/or services to your benefit.

(ii) Major Changes (non-exhaustive list of examples):

- significant changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or to maintain academic standards and quality;
- additions and/or withdrawals of certain core/compulsory modules on your course;
- significant changes to the timetable for delivery of your course and/or the number of classes, lectures and/or other teaching activity relating to the course;
- significant changes to the content and/or syllabus of the course;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location and/or specification of your course teaching facilities, which could include moving the course to a different campus or a location that is not located near the original delivery campus.

How we will tell you about changes to the Contract:

- 9.8 For minor changes, we will notify you of any amendments by email or via notifications on e:Vision, by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
- 9.9 For major changes, we will notify you by email as soon as possible, and in any event, generally no later than six weeks before we are due to make the relevant change, unless we need to make a major change to respond to an emergency. For major changes, unless the change is required to respond to an emergency, we will seek your written

consent before we make the change. As set out in section 3.1, it is your responsibility to ensure you have provided the University with accurate contact details at all times.

- 9.10 If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract in accordance with section 11.2.1, and you may be entitled to a refund of the tuition fees you have paid to us and compensation in accordance with our Refund and Compensation Policy.
- 9.11 Our Student Protection Plan sets out a number of instances which may interrupt studies and lead to major changes being implemented in order to mitigate risks to non-continuation of study. This can be accessed [here](#).

Withdrawal, merger, etc. of courses Pre-commencement of course

- 9.12 There may be times when we need to discontinue a course or decide not to provide a course or to merge or combine a course with other courses of study. Examples of where such action may be required include (without limitation):
- where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided;
 - where an Event Outside of our Control, campus redevelopment or restructuring of the University or a Delivery Partner means that a teaching location becomes unavailable;
 - where there are an insufficient number of students enrolled on the course meaning the continued running of the course is financially unviable and/or would lead to an unacceptable student experience;
 - where regulatory, professional body or accreditation requirements necessitate the closure of the course; or
 - where your course is delivered by a Delivery Partner and the partnership with the Delivery Partner ends for any reason.

- 9.13 If the University decides to take such action prior to the course commencing then it will use all reasonable endeavours to notify you in advance in accordance with section 9.9 and you shall be entitled to cancel the Contract by written notice to the University. In these circumstances you will be entitled to a refund of any deposit/tuition fees which you have paid to the University and may be entitled to compensation in accordance with our Refund and Compensation Policy. This can be accessed [[link to be included once finalised](#)].

Post-commencement of course

- 9.14 In the very exceptional and unlikely event that we need to discontinue a course or to merge or combine a course with other courses after a course has commenced, then the Refund and Compensation Policy shall apply. This can be accessed [[link to be included once finalised](#)].

9.15 If section 9.13 applies, we will:

- take all reasonable steps to offer you a place on an alternative course at the University (subject to place availability and your compliance with the requirements of admission to and registration on that course); or
- (at your request) assist you to join another course at another institution, and
- issue you with a refund of the tuition fees paid and consider if you should be paid compensation, in each case in accordance with our Refund and Compensation Policy.

Changes to Fees

9.16 We reserve the right to increase your tuition fees each year, reflecting the changes in costs of delivering your course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew the University's facilities (for example, buildings, IT and library facilities) and inflation. The University therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in section 9.17 below).

9.17 Tuition fee increases are subject to regulatory control by the UK Government and the maximum tuition fee cap imposed by Government from time to time will apply, which the Government has indicated will rise with inflation (and it is anticipated the measure of inflation used will be RPIX or the RPI All Items Excl. Mortgage Interest).

9.18 If you transfer from one course to another course, any tuition fee increase shall apply to the course you are currently studying.

9.19 Where tuition fee increases are applied, we will notify affected students by no later than 31 July before the start of the academic year to which the fee increase is intended to apply.

9.20 If you are an enrolled student and you want to withdraw from your course as a result of an increase in tuition fees, you should contact us in accordance with section 11.3. You will remain liable for any tuition fees incurred up to the date before the fee increase takes effect. Any refund which is due to you will be dealt with in accordance with our Refund and Compensation Policy.

9.21 If your studies are interrupted or suspended for any reason, the tuition fees when you begin or resume your studies may have increased in accordance with section 9.16 above.

10. Intellectual Property (“IP”)

10.1 The University has an IP Policy dealing with intellectual property created whilst you are a student at the University. Such IP will normally be owned by you.

10.2 In certain limited circumstances such IP will be owned by the University, for instance to allow the University to protect and commercialise the IP from a project as a whole or to protect its charitable status. In such circumstances, you may be required to sign a

confidentiality and IP assignment agreement assigning first ownership of such rights to the University as a condition of participation on a specific project. This is most likely to arise where an external funder sponsors the research, or where the project is part of an ongoing research effort where the University considers there is a need to protect the integrity of IP ownership.

- 10.3 By accepting a place at the University, you are formally accepting the University's rights of ownership and rights to use and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy found [here](#).

11. Ending the Contract

- 11.1 We may terminate the Contract, subject to completion of any appropriate and/or applicable internal appeals, complaints or other procedure, as a result of:

11.1.1 the University becoming aware that information you have provided to us is fraudulent, untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;

11.1.2 you failing materially to comply with your obligations under the Contract;

11.1.3 your withdrawal from the course;

11.1.4 your behaviour, in our reasonable opinion, represents a significant risk to health, safety, or welfare of yourself or other students, staff or members of the University community;

11.1.5 your failure to comply with and/or to meet specific requirements of your course and/or any conditions as specified in your Offer Letter;

11.1.6 you developing a health condition that prevents you from meeting the occupational health requirements of your course (subject to the University's obligations under the Equality Act 2010 in respect of students with disabilities);

11.1.7 you being convicted of an indictable offence in the UK, or an equivalent offence in any other country;

11.1.8 you failing to enrol or re-enrol on your course by the deadline notified to you;

11.1.9 you failing to meet the required standard of performance or progression on your course as prescribed by academic regulations and professional suitability requirements;

11.1.10 failure to pay your tuition fees and/or any additional charges when due including failure by a third party to pay on your behalf; and/or

11.1.11 Where we terminate the Contract as permitted in sections 9.12 and 9.13, you may be entitled to a refund of a proportion of any directly pre-paid tuition fees on a pro rata basis for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the

termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and will be subject to the University's Refund and Compensation Policy: [\[link to be included once finalised\]](#)

- 11.2 You may terminate the Contract in the following circumstances:
- 11.2.1 where we make a major change to the Contract that you do not agree with;
 - 11.2.2 where you have accepted either a firm or insurance offer with us and you decide not to study with us before your course starts (e.g. because you take up a place at another provider); and/or
 - 11.2.3 if you decide that withdrawing is the right option for you for any other reason.
- 11.3 To terminate the Contract, please submit a request to withdraw via your e:Vision account. You will be asked to provide your reasons for leaving which will be treated confidentially.
- 11.4 In the event you terminate the Contract as permitted in section 11.2 above, the following arrangements will apply:
- 11.4.1 where you terminate the Contract as permitted in section 11.2.2 above, a full refund of any tuition fees and additional charges you may have already paid (if any) will be reimbursed; and
 - 11.4.2 where you terminate the Contract as permitted in section 11.2.1 or 11.2.3 above, depending on when you cancel the Contract you may be obliged to pay a proportion of your Tuition Fees, as set out in the Tuition Fee Liability and Credit Control Policy. You may be entitled to a refund of a proportion of any tuition fees paid for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Refund and Compensation Policy.
- 11.5 Please note that if the Contract is terminated, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that their liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of your loan.
- 11.6 If a third party pays your tuition fees on your behalf, we may pay any refund directly to that third party.
- 12. Deferrals and Breaks in Study**
- 12.1 You may request to defer your place on a course before the course has commenced, but the University does not guarantee that your course will be available in any subsequent academic year. Any deferral will be subject to a new Offer being sent to you

which will be subject to the Terms and Conditions then in force. A new Contract will be formed upon your acceptance of that Offer.

- 12.2 If you wish to temporarily withdraw from your studies after commencement of your course, you may apply for a Break in Study via your e:Vision portal. A Break in Study is subject to approval and will be dealt with in accordance with the University's Break in Study Policy and Procedure. You are advised to seek guidance on the financial and academic implications before submitting a request.

13. Our liability to you

- 13.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence (including any breach or negligence by a Delivery Partner in performing obligations under the Contract on our behalf), but we are not responsible for any loss or damage that is not foreseeable including loss of opportunity and loss of income or profit. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

- 13.2 We cannot accept responsibility and we will not be liable to you for:

- 13.2.1 any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence;
- 13.2.2 any loss or damage of whatever nature which you may suffer as a result of any action taken by the University in its termination of your studies where you are in breach of the terms of the Contract; or
- 13.2.3 personal injury or death except in so far as it is caused by our negligence.

- 13.3 We do not exclude or limit in any way our liability for:

- 13.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 13.3.2 fraud or fraudulent misrepresentation; or
- 13.3.3 any other matter which we are not permitted to exclude or limit our liability by law.

- 13.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control as set out in section 13.

14. Events outside our control

- 14.1 The University will do all that it reasonably can to provide your Course as described on our website and in other documents issued by the University to you. Despite taking all

reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Course. We shall not be liable to you for any failure in the delivery of the Course arising from matters outside our reasonable control, provided we fully comply with our obligations under this section 13. Such events may include: industrial action which it is not within the capacity of the University to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Event Outside of our Control**"). We will communicate with you about the impact of an Event Outside of our Control on your studies and the steps being taken to mitigate disruption. Communications will include the nature and expected duration of disruption, changes to teaching or assessment, and support available.

- 14.2 We would normally expect such Events Outside of our Control to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Event Outside of our Control on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 14.3 If an Event Outside of our Control results in the complete inability to deliver your Course for a continued period of six weeks or more and you are not satisfied with any such steps to mitigate the disruption caused, you will be entitled to:
 - 14.3.1 defer your Course, if you have not yet enrolled on to your Course;
 - 14.3.2 interrupt your studies, if you are currently enrolled on your Course;
 - 14.3.3 accept a place on a suitable alternative course offered to you by the University;
or
 - 14.3.4 terminate your Contract with immediate effect by taking the steps set out in section 11.3.
- 14.4 Should you terminate your Contract pursuant to section 13.3, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refund and Compensation Policy).
- 14.5 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative course at the University (in line with section 13.3.3 above) or an alternative higher education institution and you may wish to contact your personal tutor to discuss this.

15. How we may use your personal information

15.1 By entering into the Contract with us and registering at the University, you acknowledge that the University and the Delivery Partner will hold and process your personal data, including your sensitive personal data (special category personal data e.g. data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018.

15.2 You can refer to:

15.2.1 our Student Privacy Notice which can be accessed [here](#); and

15.2.2 the Delivery Partner's Privacy Notice which can be found in the Offer Letter,

which explain what data we might hold about you, how we use it, who we might share it with and the reasons for doing that. You have the right to check the information the University and the Delivery Partner holds about you. You also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date, in accordance with our Student Privacy Notice.

16. Disabilities

16.1 The University is committed to supporting applications and opportunities to study from all sections of the community and is proud of its support for students with a range of disabilities and specific learning requirements. The University will support students with inclusive practices and reasonable adjustments as required through Student Support and Wellbeing ([SSW](#)). In order to provide this support, the University requires that any student who has a disability should declare their disability as part of the application process and respond to reasonable requests from SSW to activate their support in a timely way.

17. Other important information

17.1 The Contract is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to the Contract (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with the Contract.

17.2 We may transfer our rights and obligations under the Contract to another organisation. We will provide you with advance notice should such a transfer be proposed and you will have a right to withdraw from your Contract.

17.3 Each of the paragraphs of these terms and conditions 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.

17.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that

we have waived our rights against you and will not mean that you do not have to comply with those obligations.

- 17.5 The Contract is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; if you are a resident of Scotland, you may also bring proceedings in Scotland; and if you are a resident of Wales, you may bring proceedings in Wales.

18. Complaints

- 18.1 A copy of our complaints policy and procedure is available and set out by accessing the links below. Following completion of the internal complaints procedures you may also refer your complaint to the Office of the Independent Adjudicator [here](#).
- 18.2 Applicants to the University, and those who have accepted their offer but have yet to enrol at the start of their period of study, may submit complaints via the [Admissions Complaints Procedure](#).
- 18.3 Following enrolment, complaints may be submitted using the Students Complaints Procedure [here](#).
- 18.4 If you are studying on a course provided by a Delivery Partner, in the first instance any complaints regarding the delivery of your course, facilities, student support and other ancillary services provided by the Delivery Partner should be directed to the Delivery Partner in accordance with the Delivery Partner's complaints policy. If having exhausted the Delivery Partner's complaints procedure you remain dissatisfied with the outcome, you may refer to the University's complaints and policy procedure.

Download [Appendix A - Cancellation Form](#) (Word doc 23k) [here](#).