

Student Terms and Conditions Subcontractual Franchised Provision

Academic Year: 2026/2027

INTRODUCTION

This document contains the rules and regulations which will apply to you as a student enrolled on a Course leading to an award of Health Sciences University (“**HSU**”). Please keep a copy safe so that you can refer to it throughout your time as a student with us.

These terms and conditions form the basis of the contractual relationship between you and us (the “**Terms and Conditions**”). It is important that you read this document before you accept a place on your Course.

Please note that these Terms and Conditions apply to HSU’s undergraduate and postgraduate taught courses delivered in partnership with HSU’s Delivery Partner. Your teaching will be provided by the Delivery Partner on HSU’s behalf, but HSU will be responsible for providing quality assurance of such teaching. Whilst your Course is delivered in partnership with the Delivery Partner, for the avoidance of doubt, HSU remains ultimately responsible for the delivery of your Course and all associated educational services provided to you. For clarity, where these terms and conditions refer to “HSU”, “University”, “we”, “us”, or “our” in relation to an obligation to be performed by a Delivery Partner, the University will ensure that the Delivery Partner performs that obligation.

Students’ Union

Students enrolled at HSU opt in to become members of the HSU Students’ Union (HSUSU). Where the partner operated it’s own Students’ Union or Students’ Guild, it is expected that entity will be the primary body for the purpose of membership of said Union or Guide. For more information on HSU Students’ Union, see the [Students’ Union web pages](#).

Information about your Course

The key information about the Course on which you will enrol, such as how the Course is structured, overarching information about learning, teaching, and assessment methods, can be found in the relevant Course specification. The Delivery Partner will publish course information for the Course, including Course specifications, on the Delivery Partner’s website. Links to Delivery Partner’s websites can be found on the HSU’s Community & Partners webpage (available here: [Community & Partners | Health Sciences University](#)). Information about relevant Course accreditations can be found in the Course specifications.

Policies and procedures

This document refers to many of the important policies and procedures that apply to you. Our important policies and procedures can be found in the [Policies and Procedures](#) section of our website, and the details of our Delivery Partner’s Policies and Procedures are specified in your Offer letter.

“HSU” and “AECC” and “UCO”

At the time of publication, the University is updating its websites and other assets to make reference to our new name, Health Sciences University. Where information refers to AECC, except when referring to our history and our AECC School of Chiropractic, this will be updated to HSU. Similarly, references to UCO will be updated to refer to HSU and the UCO School of Osteopathy. Email addresses referred to in this document should continue to be used.

Study locations and key contacts

Health Sciences University has main campuses in Bournemouth and London. When you apply to and join your Course this will include information about your location of study. This may also include time spent in NHS and

other work placement settings, including our on-site clinics. Since your Course is delivered by our Delivery Partner, your teaching will be provided at the Delivery Partner's premises set out in your Offer letter.

Bournemouth Campus

Health Sciences University
Bournemouth Campus
Parkwood Road
Bournemouth
Dorset
BH5 2DF

General Enquiries

+44 (0)1202 436 200

Admissions

+44 (0)1202 436 315

admissions@hsu.ac.uk

London Campus

Health Sciences University
London Campus
275 Borough High Street
London
SE1 1JE

General Enquiries

+ 44 (0)20 7407 0222

Admissions

+44 (0)20 7089 5316

admissions@hsu.ac.uk

Questions about this agreement?

All students are welcome to discuss these Terms and Conditions and our policies with us at any time, and you can contact the Registry in the first instance at registry@hsu.ac.uk.

We wish you every success at Health Sciences University.

John Melia

Academic Registrar

[INSERT DATE]

1. DEFINITIONS

1.1 In these Terms and Conditions, the following terms have the following meanings:-

"Additional Costs"	has the meaning set out in Section 18.8.1;
"Cancellation Period"	has the meaning set out in Section 20.1;
"Contract"	has the meaning set out in Section 3.2;
"Course"	means the course of study described in your Offer;
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date you accept your Offer and the Course information sheet provided with your Offer (if applicable);
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), and the Data (use and Access) Act 2025 as amended;
"Delivery Partner"	means any subcontractor appointed by HSU to deliver educational services and/or the Course to you, as specified in your Offer letter;
"Delivery Partner's Policies and Procedures"	means the policies, regulations and procedures of the Delivery Partner, in force from time to time and as stated in your Offer letter;
"Delivery Partner's General Data Protection and Privacy Policy"	means the Delivery Partner's data protection policy as provided in your Offer letter;
"Delivery Partner's Complaints Procedure"	means the complaints procedure of the Delivery Partner as specified in your Offer letter;
"Force Majeure Event"	has the meaning set out in Section 22.2;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"HSU", "Health Sciences University", "University", "we", "us" and "our"	refers to Health Sciences University with its registered address located at Parkwood Campus, Parkwood Road, Bournemouth, England, BH5 2DF;

"Intellectual Property Rights"	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study;
"Model Cancellation Form"	means the cancellation form appended to these Terms and Conditions;
"Offer"	means our written offer to you of a place on the Course, sent to you either directly by HSU or via UCAS;
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of these Terms and Conditions includes Special Categories of Personal Data;
"Policies and Procedures"	means both the applicable University's Policies and Procedures and the Delivery Partner's Policies and Procedures that are specified in your Offer letter
"Process"	has the meaning given to it in the Data Protection Legislation;
"Special Categories of Personal Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;
"UKVI"	means UK Visas and Immigration;
"University's Policies and Procedures"	means HSU's rules, policies, procedures and other regulations in force from time to time that are relevant to the Course and that are made available to you on our website or otherwise provided to you;
"Visa"	means any grant of entry clearance, any grant of permission to enter the UK, any grant of leave to enter the UK, any grant of permission to stay in the UK (including indefinite permission to stay), or any grant of leave to remain in the UK (including indefinite leave to remain); and
"you" and "your"	refers to you the student or applicant.

2. ADMISSIONS

2.1 Application

- 2.1.1 You will usually need to apply via the [Universities and Colleges Admissions Service \("UCAS"\)](#) for our undergraduate Courses and through an online application system for our

taught postgraduate Courses. You will need to meet certain requirements when preparing your application. We give more information in our [Recruitment, Selection and Admissions Policy and Procedure](#), and the Delivery Partner will publish information on application processes on their website. You may be required to attend for an interview before you are made an Offer and you may be asked for references at this stage.

- 2.1.2 All applications will be considered on equal merit and using transparent academic and non-academic entry requirements to support judgements made during the selection process. The principal concern when considering your application is that you will be able to achieve the learning outcomes of the Course. HSU is firmly committed to promoting equal opportunity, and our [Recruitment, Selection and Admissions Policy and Procedure](#) underlies every aspect of our student selection.
- 2.1.3 Standard selection criteria will apply when considering students who need additional learning support. You may need to contribute towards the cost of an assessment and there are limits on the support that the UK government will fund. You may be asked to contribute to funding your support. If you are not a UK based student, you may not be eligible for any UK public funding.
- 2.1.4 There may be some aspects of our Courses of study that are surprising or unusual, which you should be aware of before joining. More information about these aspects of our Courses is available on the Delivery Partner's course pages (available here: [Community & Partners | Health Sciences University](#)). Information is also sent to you when an Offer is made to you.

2.2 Admissions Appeal

- 2.2.1 Normally there is no right of appeal against a decision not to offer a place on the Course either on academic grounds or as a result of your interview. We will only consider such an appeal:
 - (a) where there is substantial new information, which for valid reason was not made available either on the application form or during the selection procedure, and where that new information is significant and directly relevant to the original decision; and/or
 - (b) where there is evidence of improper conduct or irregular procedure during the selection process or the complaint investigation.
- 2.2.2 We will not consider appeals based on errors made by external agencies, organisations or individuals but will in such cases undertake to review our original decision in the light of new information if that information is significant and directly relevant to the original decision.
- 2.2.3 If you believe you have grounds for appeal against an admission decision you should follow our [Admissions, Appeals and Complaints Policy and Procedure](#). You must do this within two weeks of the date of the admissions decision, including providing your evidence to support the grounds for your appeal.

2.3 Admissions complaints

- 2.3.1 If you wish to complain about our recruitment, selection or admissions process, you should follow our [Admissions, Appeals and Complaints Policy and Procedure](#), in the first instance directing your concern to the Academic Registrar. We ask that you do so within one calendar month of the cause for the complaint. Details of how to do this can be found in the policy.

3. OFFERS

- 3.1 An Offer may be conditional or unconditional. If the Offer is conditional, the conditions and any other information, will accompany the Offer when the Offer is made. You will only be able to take up your place if you meet the academic and other conditions and requirements for admission. If you do not meet all of your conditions, please contact the Admissions team us to discuss your options using the details found in the section ["Study locations and key contacts"](#) above.
- 3.2 By accepting our Offer of a place on a Course, you accept these Terms and Conditions in full, which along with:
- 3.2.1 your Offer;
 - 3.2.2 the Course Information; and
 - 3.2.3 the [Policies and Procedures](#),
- form the contract between you and HSU in relation to your Course (the "**Contract**").
- 3.3 To accept an Offer if you applied through UCAS you will need to access your UCAS account and accept the Offer before the deadline communicated to you by UCAS.
- 3.4 To accept an Offer if you applied directly through the HSU website, follow the instructions in the Offer letter. If there is a deadline to accept your Offer it is usually included in your Offer letter or email.
- 3.5 If you are an International Student, you will need the correct immigration permission to study in the UK. You will not be able to start your Course if you do not have the correct visa or leave to remain in the UK. If your visa is removed or expires this will be reported to the Home Office and you may be withdrawn or suspended until the matter is resolved.
- 3.6 The Offer may be subject to non-academic conditions including a suitable enhanced Disclosure and Barring Service (DBS) check and occupational health questionnaires and processes. It is important that you complete these processes before your Course is due to start.
- 3.7 You may apply to take a study break from your Course. You should discuss any proposed study break with the Delivery Partner in the first instance, and the Delivery Partner shall notify HSU of any such request in a timely manner. We may not refund all the fees you have paid if you do this and there may be implications for arrangements with the Student Loans Company or other financial support. Please refer to the [Study Break Procedure](#) or the [Withdrawal Procedure](#) within the Student Lifecycle section of our policies webpage.
- 3.8 We may withdraw or amend your Offer, or terminate the Contract and your enrolment, without liability to you, for the following reasons:
- 3.8.1 you fail to supply us with up to date, accurate or complete information in your application;
 - 3.8.2 we have reason to believe your application is misleading or fraudulent;
 - 3.8.3 you fail to pay your deposit (if applicable) by the date set out in your Offer;
 - 3.8.4 you fail to provide satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - 3.8.5 you fail to pass an occupational health check (subject to HSU's obligations under the Equality Act 2010 in respect of students with disabilities); and/or

- 3.8.6 you fail to demonstrate that you have the correct immigration permission to study in the UK, or fail to comply with any immigration conditions.

4. **ENROLMENT**

4.1 To begin study on your Course, you must:-

- 4.1.1 fully enrol at HSU within 4 weeks of the start date of your Course. If you do not enrol within 4 weeks, we reserve the right to refuse to enrol you and withdraw you from your Course and any deposit (if applicable) paid by you shall not be refunded;
- 4.1.2 have paid any amounts that are due on enrolment (as outlined in the terms of your Offer); and
- 4.1.3 have supplied specific identity documents as set out in the terms of your Offer.

4.2 You must also re-enrol for each subsequent year of your Course.

5. **STUDENT OBLIGATIONS**

5.1 When you start your studies at the University you will become part of a diverse community of students and staff from a wide range of backgrounds. We are committed to developing an inclusive environment, where all who study and work here are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background. The Health Sciences University Student Charter has been created to define what we pledge to do for our students, and what we expect from our students in return. You can read it on our [Student Charter](#) webpage. The Delivery Partner shall uphold the principles set out in the Student Charter and is committed to maintaining the same standards for its students. Please also refer to our [Equality, Diversity, Inclusion and Belonging Policy](#) and our [Religion and Belief Policy](#).

5.2 You agree to:

- 5.2.1 comply with these Terms and Conditions;
- 5.2.2 comply with the Policies and Procedures;
- 5.2.3 maintain and evidence an immigration status that entitles you to undertake your Course; and
- 5.2.4 fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

5.3 It is your responsibility to ensure your term time address is correct and if this changes, you must inform HSU of your new address within 14 days.

5.4 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from the University.

5.5 If you are involved in any activities that involve contact with patients you must sign a confidentiality agreement annually during online registration.

6. **HEALTH SCIENCES UNIVERSITY'S OBLIGATIONS**

6.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Course Information and the Policies and Procedures.

- 6.2 Our Courses may be delivered:
- 6.2.1 on-campus through face to face teaching;
 - 6.2.2 online using distance learning methods; or
 - 6.2.3 using a blended approach of on-campus and online delivery.
- 6.3 The method of delivery for your Course will be stated in the Offer.
- 6.4 Health Sciences University commits to not using Non-Disclosure Agreements to silence people who come forward to raise complaints of sexual harassment, abuse or misconduct, or other forms of harassment and bullying.
7. **PERMISSION TO STUDY IN THE UK**
- 7.1 If you have been sponsored by the University under the UK Visas and Immigration's Student Route or have a permit to study in the UK, it is your responsibility to ensure that you have the correct documentation to remain in the UK and that your Visa is appropriate and current. You will need to provide original evidence of your permission to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process. You must comply with the terms of the [Immigration Sponsorship for Students Policy and Procedure](#).
- 7.2 HSU is required by law to verify that you have immigration permission to study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have permission to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit (BRP) or an electronic copy of an eVisa produced using the online 'view and prove' service. If your immigration permission is a Visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have permission to study throughout your Course and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain or stay which is due to expire during your Course, you will be required to demonstrate to us that you have obtained further permission to remain or stay or, where relevant, Indefinite Leave to Remain or Settlement. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your Course or withdraw you from your Course (as set out in Section 19).
- 7.3 If you require a Visa to study it is your responsibility to obtain the appropriate Visa before starting your Course. By agreeing to these Terms and Conditions, you also agree to abide by the Terms and Conditions of your Visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the Government's Visa and Immigration website. The Terms and Conditions of your Visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 7.4 If you need to be sponsored under the Points Based System as a Student, subject to our assessment, HSU may issue you with a Confirmation of Acceptance for Studies ("CAS"), but HSU is under no legal obligation to do so.
- 7.5 If HSU sponsors you under the Student Visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to HSU. HSU complies with UKVI's rules

for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated Course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to HSU providing UKVI with any information required pursuant to HSU's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform HSU immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.

- 7.6 Some International Students who are applying to study for a qualification in certain sensitive subjects must apply for an ATAS certificate before applying for a Visa. If you are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 7.7 On occasion, HSU may need to contact UKVI to clarify details on outstanding Visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to [HSU's Student Privacy Policy](#), for more information about how HSU processes your Personal Data.
- 7.8 Non-compliance with the conditions of your Visa could also result in the cancellation of your Visa, fines and/or a ban on entry to the UK by the UK government.
- 7.9 Many categories of Visa are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student Visa route is not permitted. As a licensed sponsor, HSU has a duty to notify UKVI if we become aware of any instances of our sponsored students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to the curtailment of the Student Visa.
- 7.10 If you lack the required permission to study in the UK, or you fail to demonstrate that you have the correct immigration permission, or to comply with any immigration conditions, which also include those in the [Student Academic Engagement Policy](#), we, HSU may: refuse to admit, enrol, or re-enrol you, or may, on written notice, withdraw your Visa sponsorship or suspend or terminate your studies (as set out in Section 19). If the Offer is withdrawn, HSU refuses to register you, your registration is terminated or if you choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 7.11 Where a sponsored Student takes a Leave of Absence, HSU may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of their Visa. Sponsored Students in this case will be required to obtain a new Visa or other immigration status, at their own expense, before returning to HSU following their Leave of Absence.
- 7.12 For the avoidance of doubt, HSU is not responsible for you meeting the conditions of the Graduate route. HSU shall not be responsible for any changes to the UK Immigration Rules which result in you no longer being eligible to study at HSU.

8. HEALTH AND SAFETY

- 8.1 You must tell us and/or the Delivery Partner as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. The [Student Academic Engagement Policy](#) and [Exceptional Personal Circumstances Policy](#), together with any applicable Delivery Partner's Policies and Procedures, provide guidance and details of the requirements expected of you, including reporting an absence.

- 8.2 If you have a serious infectious disease you should inform both us via Registry (registry@hsu.ac.uk) and the Delivery Partner as soon as possible and not attend the University or the Delivery Partner's premises until you have been told that it is safe to return.
- 8.3 You must comply with both any instructions given by the University about health and safety and fire safety given in the [Health and Safety Policy](#), and those issued by the Delivery Partner, including any health and safety documentation forming part of the Delivery Partner's Policies and Procedures.
- 8.4 You must not smoke or use electronic cigarettes in any University or Delivery Partner buildings or at entrances to such buildings; if you wish to smoke you should use designated areas only.
- 8.5 The University does not permit abuse of alcohol or the use of drugs or other illegal substances, and students must not be intoxicated when engaging in teaching and/or clinical activities. Abuse of alcohol or drugs may lead to your fitness to complete your Course being questioned and the University taking action under the [Student Disciplinary Policy and Procedures, Support to Study Policy](#) or [Student Fitness to Practise Policy and Procedures](#) (where applicable).
- 8.6 You are responsible for and must look after any equipment or property that we or the Delivery Partner allocate to you or authorise you to use.
- 8.7 You may need to pay for repair or replacement if items are damaged, lost or stolen. We or the Delivery Partner will give you further information when we provide equipment. We ask you not to remove University or Delivery Partner equipment from the premises or from one room to another.
- 8.8 There is no facility for students to park their cars on site at the University. Parking arrangements at the Delivery Partner's premises will be communicated to you by the Delivery Partner. Students are encouraged to travel via sustainable modes.
9. **DISABLED APPLICANTS AND STUDENTS**
- 9.1 HSU, and the Delivery Partner, is committed to a positive student experience by creating an inclusive environment for learning. HSU and the Delivery Partner shall comply with their respective obligations, including the anticipatory duty under the Equality Act 2010 by considering the needs of students at all stages of the student life cycle. HSU and the Delivery Partner aim to reduce the need for individual adjustments by creating an inclusive environment for students to learn and succeed.
- 9.2 HSU and the Delivery Partner endeavour to offer an environment that encourages positive sharing but also acknowledge that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on application. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students may disclose a disability or disability-related support needs to the Delivery Partner, and are strongly encouraged to do so at the earliest opportunity. Where a disclosure is made to the Delivery Partner, the Delivery Partner shall notify HSU to ensure appropriate support arrangements are put in place. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the appropriate supporting department at the Delivery Partner the earliest opportunity so that they are aware of the support available.
- 9.3 For further information in relation to disability, please see the [Equality, Diversity, Inclusion and Belonging Policy](#).
10. **CRIMINAL OFFENCES**
- 10.1 If you are applying to a Course that is regulated (i.e. you will be working with vulnerable people as part of your studies) and you would therefore require an enhanced DBS check to study, you are required to tell us about your criminal record, if you have one.

- 10.2 If you are convicted of a criminal offence whilst you are enrolled as a student at HSU, you are required to inform the Admissions team via admissions@hsu.ac.uk.

11. SERVICES

Learning Services (including Library)

- 11.1 The specific learning services available to you, including any additional services provided by the Delivery Partner (“**Additional Services**”), will depend on your Course and Delivery Partner arrangements and will be set out in your Offer letter. When using these resources or facilities you must comply with the [Learning Services Rules](#), available within the Policies and Procedures, and any equivalent rules of the Delivery Partner as specified in your Offer letter. If you do not comply with these rules and regulations when using these resources or facilities we or the Delivery Partner may apply sanctions under the applicable policy. We may also take action under the [Student Disciplinary Policy and Procedures](#).

Copyright

- 11.2 The University is licensed to allow some copying of copyright materials, which would otherwise constitute a breach of copyright. You must comply with the conditions of the licence by following the detailed instructions, posted near each photocopier. You must record all photocopying as described in these instructions. You should note the requirements of the [Copyright Policy](#). When using the Delivery Partner’s facilities and resources, you must also comply with any applicable copyright policies and licensing conditions forming part of the Delivery Partner’s Policies and Procedures.

Information, computing and technology

- 11.3 When using the University’s or the Delivery Partner’s IT facilities, you must comply with the associated IT Acceptable Use and IT Security and Password Policies, and the associated regulations policies, and procedures. Where you are using the Delivery Partner’s IT facilities, you must also comply with any partner-specific IT policies and restrictions forming part of the Delivery Partner’s Policies and Procedures. In particular you must pay attention to current security advice and guidance which also applies to the use of your own devices, and is in place to protect yourself from cyber threats as well as the institution and its data. These rules apply to all computer and telecommunications networks including telephone, wi-fi and internet services used by or provided by us or the Delivery Partner.
- 11.4 You must not share your Health Sciences University login and password with anyone, including allowing third parties access to our resources. Additional rules or restrictions may apply to some resources, facilities, software, hardware or services, for licensing or other reasons. For example:
- 11.4.1 we have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. Use of resources for other purposes is not permissible;
 - 11.4.2 you must not use the University’s or Delivery Partner’s network, resources or services for any illegal purpose, such as harassment, malicious activity or fraud;
 - 11.4.3 you must not attempt to connect your personal device to any Health Sciences University network other than the relevant guest wi-fi networks; and
 - 11.4.4 you must report the loss of any device containing Health Sciences University information, including email, to the IT Helpdesk immediately who will liaise with the Data Protection Officer where appropriate.
- 11.5 If you do not comply with the HSU IT rules, we may apply sanctions, and we may stop you accessing resources in accordance with our IT [Acceptable Use policy](#). Breaches of the IT rules may also result

in action under the [Student Disciplinary Policy and Procedures or any equivalent Delivery Partner's Policies and Procedures](#).

Student Services

- 11.6 All students have access to the services provided through Student Services. This includes additional learning support, assistance with study skills, English for academic purposes, financial support and advice, access to a Wellbeing Officer and Counsellors. We encourage all students to make use of the support available.

Student identity cards

- 11.7 Once you have completed the enrolment process you will receive your student identity card. The identity card gives you entry to buildings, enables you to borrow library books, and identifies you as a student of the institution with permission to be on premises, so you should keep it safe and must carry it with you at all times when you are on site or representing the institution. You will also need to present this card to take assessments. The card is for your use only and disciplinary action may be taken if someone else uses it. If you lose it you can ask for a replacement.

Accommodation

- 11.8 You are responsible for making your own accommodation arrangements while enrolled at the University. Our Student Services team can offer you advice and assistance in finding accommodation if you need it. See the [accommodation page](#) on our website.

Practice Related Learning

- 11.9 Those courses which have a practice related learning component can expect to involve a range of internal and external opportunities as appropriate to the Course, regulator, and professional college/bodies. This will be predicated on and informed by the rules and regulations stipulated in the [Practice Based Education Policy](#) (for UCO School of Osteopathy students) and [Placement Policy](#) (all other schools) (hereafter the Practice-Related Learning Policies).
- 11.10 Where students are allocated into the on-site clinics, including the Integrated Rehabilitation Centre (IRC), they will be bound by the requirements in operation within that clinic. There are clinic manuals which set out the standard operating procedures and the detailed requirements for students working in the clinics and IRC and you will receive these manuals at the relevant time.
- 11.11 Students on external attachments to the University are subject to the rules and regulations set out in the Practice-Related Learning Policies (for [UCO School of Osteopathy Students](#) and [all other Schools](#)) as well as those of your external provider, and the additional guidance outlined in your Practice Related Learning Handbook.
- 11.12 Simulated learning is part of practice related learning and is an opportunity to rehearse technical skills alongside communication and leaderships skills to develop a greater awareness of human factors. Simulation uses low to high fidelity techniques, which can include a range of part task trainers, role play, mock therapeutic/clinical environments, manikins, simulated patients and other technology such as gamification and virtual and augmented reality. Students can expect to experience this at the appropriate times within their Course.

12. INTELLECTUAL PROPERTY

- 12.1 Intellectual property is the product of thought, creativity, and intellectual effort. In the course of their studies at Health Sciences University, students may generate Intellectual Property Rights which is of some commercial value. A variety of legal rights protect applications of ideas and information that may be of commercial value. Those most relevant to the University include patents, registered

designs, copyright and 'know how'. Any assignment of student Intellectual Property Rights must be provided by a specific contract.

- 12.2 Where a student generates Intellectual Property Rights, the student has a duty to promptly inform the University of the Intellectual Property Rights. When considering any Intellectual Property Rights generated by one of its students, the University will seek to strike a balance between fulfilling its duty of care to the student and exploiting Intellectual Property Rights for the good of the University. In each case the University will be mindful of protecting any third-party rights that may be relevant in the generation of the Intellectual Property Rights.
- 12.3 Students own the Intellectual Property Rights they generate in the Course of their studies at the University. As the generator of the Intellectual Property Rights the student will always be deemed the inventor of the Intellectual Property Rights in the case of any patent filing, and an owner in the case of copyright.
- 12.4 For postgraduate students, any Intellectual Property Rights generated is seen as the result of interaction between the student and the University's academic staff, and, therefore, jointly developed. In cases where the work is commercially viable, the University will seek to obtain Intellectual Property Rights protection (such as a patent or registered design). In such circumstances, the University staff Intellectual Property Rights contribution will be owned by the University under the University staff's contract of employment, and the student will be deemed as University staff in respect of the Intellectual Property Rights ownership and will be entitled to the same benefits of remuneration as University staff.

13. **DEFERRALS**

- 13.1 If you want to defer your start to a later entry point, you must contact the relevant Admissions team as soon as possible. You may be able to defer entry until the following academic year but this may not always be possible. You will normally not be able to defer entry for more than one year.
- 13.2 In rare circumstances HSU courses may become unavailable, or change content from year to year. If you have a deferred Offer and such changes occur HSU or the Delivery Partner (as appropriate) will contact you to make you aware as soon as possible, and discuss any options with you.
- 13.3 Further information in relation to deferrals is available in the [Recruitment, Selection and Admissions Policy and Procedure](#).

14. **CHANGES TO COURSES**

- 14.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of course advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. We formally review our Courses periodically under our [Course Approval Policy and Procedure](#). If we have planned a review for a Course it will be published on our website.
- 14.2 Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-
 - 14.2.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a Force Majeure Event or campus redevelopment or restructuring of HSU means that teaching locations change to a different site;
 - 14.2.2 where the partnership with the Delivery Partner ends for any reason;

- 14.2.3 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how HSU is required to operate because of changes to a professional body's requirements or changes to immigration rules or other laws/regulations;
- 14.2.4 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
- 14.2.5 where HSU decides for academic or operational reasons to revise the compulsory or optional units that are available on your Course; and/or
- 14.2.6 due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or units or services as described in the Course Specification.
- 14.3 If HSU sponsors you under a student visa, Course changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your Course, you should speak to us before taking any action.
- 14.4 HSU is committed to providing appropriately qualified staff to teach its Courses, but it does not commit to ensuring that any individual will teach on any given Course. Where these members of staff leave HSU, take leave or otherwise become unavailable to teach, they will be replaced by either existing or new staff appointed by HSU.
- 14.5 **Closure of Courses**
 - 14.5.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. Examples of where Course closure may be made or required are (without limitation):-
 - (a) 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. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of HSU's staff, or by other resources (e.g. temporary staff) that HSU would normally engage in such circumstances;
 - (b) where the partnership with the Delivery Partner ends for any reason;
 - (c) where a teaching location becomes unavailable due to a Force Majeure Event; or
 - (d) 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.
 - 14.5.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Course Closure and Suspension Policy](#) and the [Student Refund and Compensation Policy](#).
 - 14.5.3 If we decide to close a Course, we will make sure that appropriate arrangements are in place until current students have completed the Course. We will manage and maintain academic quality and standards and provide appropriate learning opportunities.
- 14.6 **Consequences of changes to Courses or closure of Courses**

Changes to Courses before enrolment

- 14.6.1 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Course (as against the commitments made in your Offer and/or Course Information and as reasonably determined by us) before you enrol at HSU, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended Course, you may either:-
- (a) terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees and with HSU issuing you with a full refund of any and all tuition fees you have paid (including any deposit you have paid); or
 - (b) transfer to another Course (if any) as may be offered by us for which you are qualified in accordance with our [Course Transfer Policy](#).

Changes to courses or closure of Courses post-enrolment

- 14.6.2 Where changes or Course closure is proposed or have to be made, HSU will take all reasonable steps to minimise disruption to students (including where your Course is closed and HSU is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer you to a new Course: (i) at HSU for which you are qualified; or (ii) at an alternative higher education provider). HSU and/or the Delivery Partner will communicate with affected students regarding any such changes or Course closure.
- 14.6.3 In the case of minor changes as reasonably determined by us (for example, changing a unit from compulsory to optional, changes to unit titles or minor variations to unit content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet. The Delivery Partner will assist in communicating such changes to you where appropriate.
- 14.6.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, HSU or the Delivery Partner will (where possible and appropriate) consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional units (including the number available), or changes which are to students' benefit will not normally be "substantial".
- 14.6.5 If we make substantial changes to your Course (as against the commitments made in your Offer and/or Course Information and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your Course, you must notify us of this in writing, following which we may offer you a suitable alternative Course for which you are qualified (at no additional cost to you). If you agree to transfer to an alternative Course as may be offered to you by HSU (and for which you have the requisite qualifications), you will only be liable to pay the lower of the total tuition fees for the original Course, or the alternative Course, and we will reimburse you if there is any difference in the total tuition fees.
- 14.6.6 If you are unhappy with the alternative Course we offer you or we are unable to offer you a suitable alternative Course, you may end your Contract with immediate effect by completing a withdrawal form in accordance with our [Withdrawal Procedure](#). The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to the refund that is due.
- 14.6.7 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

15. STUDENT PROTECTION PLAN

[Note to OfS: The language in yellow below is subject to the proposed Condition C6]

The University's Student Protection Plan is a document that, as determined by the Office for Students (OfS), every university is required to have. It sets out what measures we have in place to protect you, as a student at the University, should a risk to the continuation of your studies arise and details how we would communicate with you about this. The Student Protection Plan is available within the [General Policies and Procedures](#) section of our website.

16. CHANGES TO POLICIES AND PROCEDURES

- 16.1 HSU and the Delivery Partner may also need to make changes to other information that they have given to you. For example, HSU and the Delivery Partner may need to amend the Policies and Procedures from time to time in order to ensure that they operate efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Where this occurs, either we or the Delivery Partner (as appropriate) will ensure that you are kept fully informed about these changes via email or the website. Such changes will not affect the content of your Course. Any changes made under this Section 16.1 will normally come into effect at the start of the next academic year. HSU and the Delivery Partner will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 16.2 The updated Policies and Procedures will be made available to you so that you are made aware of any changes.

17. COMPLAINTS

- 17.1 The [*Delivery Partner's Complaints Procedure \(contained in your Offer letter\)*](#) applies if you wish to make a complaint about Courses, services or facilities provided to you. However, if your complaint relates to academic standards or the conferment of your award, you can make a complaint under the University's [*Student Complaints Policy*](#). The Delivery Partner's Complaints Procedure includes a concluding stage which allows escalation to HSU's Student Complaints Policy.
- 17.2 If you are not satisfied after completing all the stages of the complaints procedure described in Section 17.1, you can make a complaint to the Office of the Independent Adjudicator (the OIA).

18. FEES AND CHARGES

18.1 Tuition Fees

- 18.1.1 We are committed to a fair and transparent policy for charges made to our students and details are found in the [*Tuition Fees Policy*](#). Details of the specific fee levels for your Course can be found in the Course Information and on our website within the 'Course Fees' sub-section of each course page.
- 18.1.2 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "International". Your fee status is assessed before the start of your Course and confirmed in your Offer. Your fee status will typically remain the same throughout the duration of your Course, however, there are limited situations when a change in your circumstances could make you eligible for a fee status reassessment. For more information about when this might occur please refer to the current guidance from the UKCISA. Further information about fee status assessment can be found in the [*Tuition Fees Policy*](#) here.
- 18.1.3 We sent you information about your tuition fees with your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions. Tuition fees are set, reviewed and published by HSU on an annual basis.

18.2 Deposits

- 18.2.1 Some International Students requiring a Student Visa may be required to pay a deposit. The amount of the deposit, and the date by which you must pay your deposit will be specified in your Offer. Your deposit will be deducted from the tuition fees that you are due to pay.
- 18.2.2 Deposits are non-refundable except where:
- (a) you terminate your Contract within the Cancellation Period; and/or
 - (b) you are unable to obtain a Student Visa necessary to study on the Course and HSU is satisfied that you took all reasonable steps to ensure you obtained your visa prior to commencing your Course and that the failure to obtain the visa was not your fault.
- 18.2.3 Further details can be found in the [Tuition Fees Policy](#).

18.3 Students funded via the Student Loans Company

- 18.3.1 UK students may be eligible for a tuition fee loan from the Student Loans Company. For undergraduates (including integrated undergraduate masters courses) if your loan application is accepted, the Student Loans Company will pay your tuition fees directly to us. For postgraduate students the contribution towards costs is paid direct to the student so you are responsible for making payments to HSU directly. The Student Loans Company has its own rules and procedures and you must follow these. Undergraduate students will need to apply to the Student Loans Company for each year of the Course.
- 18.3.2 If you are obtaining a tuition fee loan from the Student Loans Company or Student Awards Agency for Scotland, you must supply your Student Support Number during online registration. This can be found on your confirmation letter.

18.4 Self-Funded Students

- 18.4.1 If you are paying your own tuition fees then they are payable to Health Sciences University.
- 18.4.2 Self-funded students may pay their tuition fees in three instalments. A minimum of one-third of the tuition fee must be paid on or before the official start date of the Course. The second instalment of a minimum of one-third must be paid on or before the first Monday of the second semester and the third instalment of the balance of the tuition fees owed must be paid on or before the first Monday in the final semester.

18.5 Sponsored Students

- 18.5.1 If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. Students retain ultimate liability for payment of their fees, even if they are sponsored by a third party.
- 18.5.2 Further details of the payment terms for sponsored students are set out in [Tuition Fees Policy](#).

18.6 Making Payment

- 18.6.1 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter and the consequences of failing to pay your tuition fees on time can be found in Section 18.9.

18.6.2 In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.

18.6.3 All payments must be made using one of HSU's designated payment methods:

(a) By bank transfer to one of the following accounts:

For London based courses

Bank:	Barclays Bank plc
Address:	1 Churchill Place, London, E14 5HP
Sort Code:	20 - 00 - 00
Account Name:	Health Sciences University
Account Number:	23931641
IBAN Number:	GB96BARC 20000023931641
Bank Identifier Code:	BARCGB22

For Bournemouth based courses

Bank:	HSBC Bank plc
Address:	1 Centenary Square, Birmingham, BH1 1HQ
Sort Code:	40 - 46 - 19
Account Name:	Health Sciences University
Account Number:	51073796
IBAN Number:	GB52HBUK40461951073796
Bank Identifier Code:	HBUKGB4B

All students must quote their name and student number when sending a payment by this method.

(b) Credit or debit card either in person at the Bournemouth Student Finance office or by telephone on 01202 436341. Please note that HSU does not accept payments by American Express, cash or cheques.

18.6.4 Please take care when deciding how to pay your tuition fees and be aware of frauds and scams to help protect yourself. HSU's designated methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if you choose to use an alternative payment method you may be putting yourself and your funding at risk of scams and frauds.

18.6.5 You are responsible for knowing the exact source of funding of your tuition fees.

18.6.6 If a third party is paying your tuition fees, then for compliance purposes, HSU may require you to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon HSU reasonable request and without delay.

18.6.7 Where unauthorised funds are received into HSU's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) HSU may return funds back to the payer, and you will be required to make direct payment to HSU immediately. Any return of funds may

potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by HSU as a result of returning funds to you.

- 18.6.8 Where a debit or credit card payment received by HSU is subsequently disputed by the cardholder and HSU agrees to return the funds back to the payer, if there is a tuition fee balance owing, you will be required to make payment to HSU immediately.
- 18.6.9 HSU reserves the right to withdraw your Offer where any payment made by you to HSU is reported to HSU by the card acquirer as being fraudulent.
- 18.6.10 HSU reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from HSU's card acquirer.

Tuition Fee Variations

- 18.6.11 Details of your tuition fees in the first year of your study at HSU will be set out in your Offer. Many courses last several years, and HSU reserves 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 HSU's facilities (for example, buildings, IT and library facilities) and inflation. HSU therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 18.6.13 below).
- 18.6.12 Tuition fee increases for certain Home students (undergraduate and postgraduate taught and postgraduate research students) are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 18.6.13 In any event, a tuition fee increase for:
 - (a) a current undergraduate Home student shall not exceed the maximum tuition fee cap imposed by Government from time to time, 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); and
 - (b) a current postgraduate or international student shall not exceed a 10% (ten percent) increase on the previous academic year's tuition fee.
- 18.6.14 Where tuition fee increases are applied, HSU will aim to give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply. The Delivery Partner will assist HSU in communicating any such fee increases to affected students and will make its support services available to students who wish to discuss the implications of any fee increase.
- 18.6.15 If HSU notifies you that your tuition fees will be increasing, and you are unhappy with the increased fees, you may raise your concerns with the Delivery Partner's support team or contact HSU directly. You may end your Contract with immediate effect provided that you complete the Model Cancellation Form (appended to this document) or contact registry@hsu.ac.uk. The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and your studies with HSU will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when you begin or resume your studies may have increased, on the basis set out above.

18.7 Bursaries and scholarships

- 18.7.1 The Delivery Partner may offer bursaries and scholarships to eligible students from time to time. If you are in receipt of a bursary or scholarship from the Delivery Partner, such award may be subject to separate terms and conditions as notified to you by the Delivery Partner at the time of the award. For the avoidance of doubt, bursaries and scholarships offered by HSU do not apply to students studying via the Delivery Partner unless expressly stated otherwise.

18.8 Additional costs

- 18.8.1 You are responsible for printing costs and photocopying costs, travel costs, living expenses and text books / materials which relate to your Course, field trips, resit fees etc ("**Additional Costs**").
- 18.8.2 Information about Additional Costs for your Course is sent with your Offer and is also available from the "Additional Costs" section of the website.

Financial difficulties

- 18.8.3 If you are experiencing financial difficulties that are impacting your ability to meet the costs of your Course, including tuition fees, you should tell us as soon as possible by emailing studentfinance@hsu.ac.uk or coming to the Student Finance office. We will always seek to be sympathetic and understanding of individual student financial circumstances.
- 18.8.4 If you are having difficulty paying library fines and/or charges you should contact the Library or email LearningServices@hsu.ac.uk.
- 18.8.5 Wherever possible, our Student Finance Team will work with you to agree an acceptable payment plan. We will consider your individual circumstances and any supporting documentation you provide. If you do not keep up with payments under a payment plan the debt will become payable in full.
- 18.8.6 If you do not agree with the debt, you should email studentfinance@hsu.ac.uk as soon as possible. If the dispute is not resolved, you can complain under the Student Complaints Policy. We will not apply sanctions or take action to recover the debt while we deal with your complaint.
- 18.8.7 Our Student Services team is also available to help and advise you if you are struggling with living costs.

18.9 Sanctions for non-payment

- 18.9.1 If you do not pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions, or under any agreed payment plan then HSU will send you a written notification requesting that you make payment within 14 days. If you fail to pay by the date specified in the written notification one or more of the following may happen:-
- (a) you may be prohibited from sitting examinations/submitting coursework;
 - (b) you may be prohibited from using library or computing facilities or services;
 - (c) you may be prohibited from accessing online Course content and / or discussion forums;
 - (d) you may be prohibited from attending classes;

- (e) your access to student records may be removed;
- (f) you may be suspended;
- (g) you may not be allowed to enrol;
- (h) you may not be allowed to graduate;
- (i) your results may be withheld;
- (j) we may not issue your degree certificate; and/or
- (k) you may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

18.9.2 If you are suspended from participation on your Course, you may be excluded from attending lectures, classes or seminars, using the Delivery Partner's facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of HSU at our reasonable discretion.

18.9.3 A student who is suspended under Section 18.9.2 above and does not pay their outstanding tuition fees within 14 days of the date of their suspension may have their HSU registration cancelled. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.

18.9.4 Students whose registration at HSU is cancelled under Section 18.9.3 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of previous study will be subject to HSU admissions requirements applicable at the time of re-application.

18.9.5 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from you, and an administration fee of £25 may be charged in respect of card chargebacks.

18.9.6 Further details in relation to non-payment or late payment of tuition fees are set out in our [Tuition Fees Policy](#).

18.10 **Financial arrangements on withdrawal or study break**

18.11 If you take a study break or withdraw from your Course you will need to pay tuition fees up to the date of withdrawal or start of the study break and are required to pay the outstanding tuition fees within 14 days of the date of invoice. If you have paid more fees than are due we will refund them. Details of the liability periods can be found in the [Tuition Fees Policy](#).

18.12 If you have taken a tuition fee loan from the Student Loans Company we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable. For undergraduate students, if a refund is payable, we will pay it to the Student Loans Company.

18.13 If you withdraw or take a study break, or if we withdraw or suspend you, it may affect the number of years for which you can get a student loan. You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold.

19. HSU'S CANCELLATION RIGHTS

19.1 We may end your Contract at any time with immediate effect by giving you written notice if:

- 19.1.1 you provided inaccurate, fraudulent or incorrect information in your application (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
- 19.1.2 you do not meet the conditions of your Offer or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Course;
- 19.1.3 you do not pay your tuition fees or Additional Costs within 30 days of us notifying you that your fees are outstanding;
- 19.1.4 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to you;
- 19.1.5 a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);
- 19.1.6 you have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the [Assessment Regulations](#) (including, without limitation, in respect of your attendance or academic results);
- 19.1.7 you do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your Course;
- 19.1.8 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;
- 19.1.9 you are found guilty of a serious breach of the Policies and Procedures at a disciplinary hearing;
- 19.1.10 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
- 19.1.11 you do not have or maintain the correct visa or other immigration status to allow you to study here or fail to comply with any conditions attached to your visa; or
- 19.1.12 you do not re-register at the start of the academic year and fail to respond to our correspondence in this regard. This will only be done after the University has undertaken due process.

19.2 If we cancel the Contract in accordance with Section 19.1 (excluding Sections 19.1.4 and 19.1.5), you may be charged pro rata tuition fees up to the date of termination. If you are a self-funded student, we will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. We will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within 14 days of the date of termination. Further details on how you request a refund will be set out in the invoice you receive. If you have paid a deposit, and your pro rata tuition fees are less than the value of the deposit you have paid, you will not be entitled to a refund.

19.3 If we cancel the Contract in accordance with Section 19.1, and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

19.4 If the Contract has been terminated (for any reason), you may no longer be entitled to attend lectures, classes or seminars, use the Delivery Partner's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of HSU.

20. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

20.1 You have the right to cancel the Contract and your acceptance of a place at HSU for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day you accept an Offer from HSU. If you pay a deposit, the Cancellation Period will start on the day you pay your deposit.

20.2 If you applied via UCAS and would like to decline your Offer then you should decline your Offer online via your UCAS Track account. Find out more online at: www.ucas.com/ucas/undergraduate/apply-and-track/track-your-application/making-changes.

20.3 To cancel the Contract, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by contacting Registry@hsu.ac.uk quoting the details at the top of your Offer or by completing the Model Cancellation Form (appended to this document). You do not have to give a reason why you wish to cancel and you do not have to use the Model Cancellation Form.

20.4 Subject to Section 20.5, if you cancel the Contract within the Cancellation Period, any tuition fee payments and deposits already made to us are refunded to you in full. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

20.5 If your Course is due to begin within 14 days from the date you accept the offer of a place at HSU (for example, if you have applied through clearing) then, by accepting your Offer, you are expressly agreeing that the Course should begin within the Cancellation Period. If you then decide to withdraw from your Course within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in Sections 20.6 and 20.7 below.

20.6 To withdraw from your Course after the Cancellation Period has expired, you must contact Registry@hsu.ac.uk. Depending on when you cancel the Contract you may be obliged to pay a proportion of your tuition fees, as set out in Section 20.7 below.

20.7 If you interrupt or withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your tuition fee and deposit liability shall be as follows:

HOME STUDENTS	
Withdrawal Date	Percentage of total annual tuition fee due
Home undergraduate students in their first year of study	
During the Cancellation Period	0%
After the Cancellation Period up until 14 days after the official start date of Semester 1 (or registration if later)	0%

From calendar day 15 of the official start date of Semester 1 until the first day of Semester 2	25%
From the second day of Semester 2 to the first day of Semester 3	50%
On or after the second day of Semester 3	100%
Continuing Home undergraduate students	
From the official start date of Semester 1 until the first day of Semester 2	25%
From the second day of Semester 2 to the first day of Semester 3	50%
On or after the second day of Semester 3	100%

INTERNATIONAL STUDENTS		
Withdrawal Date	Percentage of total annual tuition fee due	Percentage of total deposit amount due
New international undergraduate students and all postgraduate students in their first year of study		
During the Cancellation Period	0%	0%
After the Cancellation Period up until 14 calendar days after the official start date of Semester 1 (or registration if later)	0%	0%
From calendar day 15 of the official start date of Semester 1 until the first day of Semester 2	33.33%	100%
From the second day of Semester 2 to the first day of Semester 3	66.67%	100%
On or after the second day of Semester 3	100%	100%
Continuing international undergraduate students and all postgraduate students		
From official start date of Semester 1 until the first day of Semester 2	33.33%	100%
From the second day of Semester 2 to the first day of Semester 3	66.67%	100%
On or after the second day of Semester 3	100%	100%

20.8 Where you withdraw from your Course and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

20.9 Full details in relation to refunds can be found in the Tuition Fees Policy and [Student Refund and Compensation Policy](#).

21. **LIABILITY**

21.1 We take reasonable care to keep our students safe and secure on our campus. Nothing in these Terms and Conditions will limit or exclude HSU's liability:

21.1.1 for death or personal injury arising from our own negligence; or

21.1.2 for fraud or fraudulent misrepresentation; or

21.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.

21.2 HSU shall not be liable and expressly excludes liability for:-

21.2.1 loss, theft or damage to your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;

21.2.2 for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of HSU;

21.2.3 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;

21.2.4 any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event, provided we comply with our obligations under Section 21; and

21.2.5 any losses which were not foreseeable to you and us when this Contract was formed and losses are foreseeable if they are an obvious consequence of HSU's breach of this Contract. HSU does not accept liability for loss of opportunity or loss of profit.

22. **EVENTS OUTSIDE OUR CONTROL**

22.1 HSU and our delivery partners will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by HSU 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 meet this obligation.

22.2 HSU 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 21. Such events may include: industrial action which it is not within the capacity of HSU 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 or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

22.3 We would normally expect such Force Majeure Events 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 Force Majeure Event 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.

- 22.4 If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of six weeks or more then you will be entitled to:
- 22.4.1 defer your Course, if you have not yet enrolled on to your Course;
 - 22.4.2 interrupt your studies (in accordance with the [Study Break Procedure](#)), if you are currently enrolled on your Course; or
 - 22.4.3 terminate your Student Contract with immediate effect by contacting the Registry by email (registry@hsu.ac.uk) or in writing.
- 22.5 Should you terminate your Contract pursuant to Section 22.4, 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 [Student Refund and Compensation Policy](#)).
- 22.6 Where you terminate your Contract pursuant to this Section 22, you may be entitled to compensation pursuant to our [Student Refund and Compensation Policy](#).
- 22.7 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 HSU or an alternative higher education institution and you may wish to contact your Course leader to discuss this. The Delivery Partner will be on hand to provide practical support and guidance during any Force Majeure Event and we recommend you liaise closely with the Delivery Partner during a Force Majeure Event. The Delivery Partner will communicate, and work closely, with HSU to mitigate the impact of any Force Majeure Event.
23. **DATA PROTECTION**
- 23.1 We will Process Personal Data in accordance with the Data Protection Legislation.
- 23.2 You can refer to:
- 23.2.1 our [Student Privacy Policy](#); and
 - 23.2.2 [the Delivery Partner's General Data Protection and Privacy Policy](#),
- for more information about what data we or the Delivery Partner might hold about you, how the data is used, who we or the Delivery Partner might share it with and the reasons for doing that.
- 23.3 If you are involved in Processing Personal Data (for example in some research projects) you must ensure that you abide by the requirements of the Data Protection Legislation. You should comply with our [Student Privacy Policy](#) or a placement provider's policy if applicable (i.e. when you are on a third party placement and Process Personal Data on behalf of a third party that is acting as the Data Controller for the Personal Data) and seek guidance with your tutor or supervisor at HSU.
24. **GENERAL**
- 24.1 You must tell us and the Delivery Partner about any changes to your personal information. You must email registry@hsu.ac.uk about any updates or changes immediately so that we can update your details on our student record system, and you must also notify the Delivery Partner in accordance with the Delivery Partner's Policies and Procedures. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.

- 24.2 When you are an enrolled student, you will be allocated a student email account. All email communications from HSU will be sent to that account. It is your responsibility to regularly check and maintain your student email inbox as this is the formal communication mechanism of the University. Any communication sent to you, by us, to your HSU student email account will be regarded as properly sent and received by you.
- 24.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 24.4 These Terms and Conditions and any dispute or claim arising out of it or in connection with it are governed by and construed under the English law and subject to the exclusive jurisdiction of the English courts.

APPENDIX

Health Sciences University – Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract. If you are unsure, please contact Registry@hsu.ac.uk)

To: Health Sciences University, Parkwood Campus, Parkwood Road, Bournemouth, BH5 2DF Tel: +44 1202 436200 / Email: registry@hsu.ac.uk

Personal Details

Name (First name and surname):

Student number:

Address:

Email address:

I hereby give notice that I am cancelling my contract to enrol with Health Sciences University for a place on the following Course:

Course Details

Name of Course:

Course reference number:

Course start date:

Signature (only if this form is notified on paper):

Date: