

# TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS APPLY WHEN YOU MAKE AN APPLICATION FOR  
UNDERGRADUATE OR POSTGRADUATE STUDY FOR THE ACADEMIC YEAR 2018/19



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<p><b>Indicate whether the document is for public access or internal access only</b></p> <p><b>Indicate whether the document applies to collaborative provision?</b></p> <p><i>(Strikethrough text, as appropriate)</i></p>	<p><b>Public Access</b></p> <p><del><b>Internal Access Only</b></del></p> <p><b>Applies to Collaborative Provision</b></p>
<p><b>Summary:</b></p> <p>These Terms and Conditions apply to offers made for entry to the University for the academic year 2018/19.</p>	

## TERMS AND CONDITIONS

These Terms and Conditions apply to offers made for entry to the University for the academic year year 2018/19.

### 1 DEFINITIONS

1.1 In these Terms and Conditions, the following terminology shall have the following meanings:

**Academic Year** means a calendar year running from 1 September in one year to 31 August in the next year. The specific dates applicable to individual students are determined by their Course.

**Additional Costs** means additional payments required for services or materials in association with your Course. These will either be mandatory (i.e. costs that are essential for the successful completion of your Course) or optional (i.e. costs that will be at your discretion and that you need not incur in order to successfully complete your Course). Whether Additional Costs are mandatory or optional will be clearly specified on the Course webpage on the Website.

**Award** means a qualification, or academic credit, conferred in formal recognition that a Student has achieved the intended learning outcomes and passed the assessments required to meet the academic standards set for a programme or unit of study on their Course.

**Collaborative Partners** mean an institution or organisation (including exchange partners) with which the University has an agreement in relation to the provision of Courses and/or the conferment of Awards.

**Contract** means the contract formed between you and the University on the terms of the Contract Information (whether the Pre-Enrolment Contract or the Enrolment Contract – see clause 2 for further information on each).

**Contract Information** means your University entry requirements; the terms within your Offer Letter and/or UCAS offer; the Course Description as at the date of your Offer Letter; the Tuition Fees Information; any special requirements which apply to you (as set out in clause 3.2); the Regulations, Policies and Procedures and these Terms and Conditions.

**Course** means a programme of study or research at the University leading to an award.

**Course Description** means the important information about the content of your Course and details of how and where it will be delivered as set out in the Prospectus and the Website. For example, the Course Description will include the course title, modules, the Award to be received on completion, whether the Course is accredited, length of Course and costs, including Tuition Fees and any Additional Costs.

**Enrolment** means the process by which a prospective Student or Student formally registers their participation or continued participation (Re-Enrolment) in a Course at the University, accepts the liability to pay Tuition Fees, agrees to abide by the Regulations, Policies and Procedures and provides information required by the University. Completion of the enrolment process is required for the University to grant access to the Course and related Services). (See clause 3.3 for further information on the process) **Enrol** and **Enrolling** will be construed accordingly.

**Intellectual Property** means all intellectual property rights including without limitation rights to inventions, patents, registered designs, trade marks and service marks (whether registered or unregistered), copyright and related rights, design rights and any application for any of the foregoing in any part of the world, semi-conductor topography rights, rights in and to software including source code, rights in and to confidential information and know-how, and database rights.

**Offer Letter** means the written communication from the University confirming the offer of a place on a Course and detailing any conditions attached to the offer.

**Pre-Enrolment** means the period of time before a prospective Student becomes a Student.

**Prospectus** means a collection of current University information (including on-line and printed versions) giving details of Courses for the specified Academic Year amongst other things.

**Prospective Student** means a person who has accepted a place at the University for a Course or other programme of study conditionally or unconditionally, and who has not yet Enrolled for their first Academic Year at the University. This is distinct to a **Prospective Applicant**, who is someone considering applying to the University, for example a visitor to a University open day or HE fayre.

**Recognition of Prior Learning (RPL)** means the formal acknowledgement of learning gained outside the University by a prospective Student or Student through formally assessed and certified programmes and/or other experience, which is uncertified and not previously assessed. If approved under the terms of the University's Recognition of Prior Learning Policy it may give you advanced standing on your intended course.

**Re-enrolment** means the process which must be completed during each academic period (as applicable) where a student confirms their continuance of study.

**Registration** means the online process prior to arrival at the University to confirm your intention to study, provide, confirm or amend your personal details.

**Regulations, Policies and Procedures** mean those University regulations, policies and procedures set out at clause 18 (as amended from time to time) and all associated policies including the Student Charter. All regulations, policies and procedures are available on the Website. Hard copies are available on request from the Academic Registrar.

**Semester** means the two periods into which the Academic Year is divided for the majority of our courses. Semester 1 entails 12 teaching weeks and semester 2 entails 12 teaching weeks and a three-week assessment period. Exceptions to this apply.

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

**Student(s)** means those people who are pursuing a Course as an enrolled student of the University.

**Student Charter** means the charter means the document approved by the student council and listed at clause 18.2.

**Terms and Conditions** means the provisions contained in this document as may be amended from time to time in accordance with those provisions.

**Tuition Fees** means the fees charged by the University for the provision of Courses to Students as set out in the Student Tuition Fees Regulations and the Website.

**Tuition Fees Information** means the information about the Tuition Fees for your Course and the related payment arrangements all as set out in the Student Tuition Fees Regulations. Your Tuition fees will be confirmed to you within your Offer Letter.

**University** means the University of Winchester, a Higher Education Corporation under the UK Education Reform Act 1988 and UK degree-awarding university under the UK Further and Higher Education Act 1992, whose principal address is at Winchester, Hampshire, SO22 4NR. Telephone Number +44(0)1962 841515, Email: [admissions@winchester.ac.uk](mailto:admissions@winchester.ac.uk)

**UCAS** means the Universities and Colleges Admissions Service, or any successor body.

**Website** means the University's website at [www.winchester.ac.uk](http://www.winchester.ac.uk) or any replacement or substitute URL.

## **1.2 HEADINGS**

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

## **2 YOUR CONTRACTS WITH THE UNIVERSITY**

### **2.1 Your Contract Information**

- 2.1.1 To help you make an informed decision about what and where to study, before you apply for a place on a Course the University will make available to you a wide range of information through a variety of means, including through the Prospectus, course leaflet, open days, written materials and the Website.
- 2.1.2 Your Contract Information contains any particular and specific contractual terms on which an offer is made to you. The University will make available to you the Contract Information through a variety of means as in clause 2.1.1 above and this material is available to you in a durable medium to download from the University Courses A-Z web pages.
- 2.1.3 By accepting a place on a Course, you are agreeing to be bound by the Contract Information; therefore you must read the Contract Information prior to accepting your place. If you have any questions please make contact with the relevant person at the University as set out in clause 17.

### **2.2 The Pre-Enrolment Contract**

- 2.2.1 When you accept the offer of a place on a Course, a Pre-Enrolment Contract is formed between you and the University. The terms of this Contract are determined by the Contract Information provided.
- 2.2.2 Your Pre-Enrolment Contract reserves you a place on your Course and gives you the opportunity to Enrol if you meet the terms of your offer, your entry requirements and any special requirements within your Contract Information.
- 2.2.3 You have a statutory right to cancel your Pre-Enrolment Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place on a Course. In these circumstances, please notify the Dean of Admissions in writing (including by email) of your decision to cancel your Pre-Enrolment Contract or use the facility available on our Website to do so. Subject to clause 2.4, the University will refund to you any monies that you have paid to the University under the Pre-Enrolment Contract within 14 calendar days after the day on which we receive your notification. (Details of cancellation rights outside of statutory periods can be found in clause 6.4)
- 2.2.4 Your Pre-Enrolment Contract automatically expires if and when you Enrol, in which circumstances you progress to an Enrolment Contract and clause 2.3 below applies.
- 2.2.5 If you do not Enrol by the deadline date you have been given by the University, your Pre-Enrolment Contract will automatically expire at 23.59 on that date.

### **2.3 The Enrolment Contract**

- 2.3.1 When you Enrol, an Enrolment Contract including the terms of the Contract Information is formed between you and the University.
- 2.3.2 Your liability to pay Tuition Fees arises at Enrolment.
- 2.3.3 If you Enrol remotely (please note this is distinct to Registration, which all prospective Students are required to do - please see clause 3.5 for further information), rather than face to face on University premises, you have a further statutory right to cancel your Enrolment

Contract (this is in addition to the statutory right to cancel your Pre-Enrolment Contract as mentioned in clause 2.2.3 above). The additional cancellation period will expire at the end of 14 calendar days after the day you enrol at the University. In these circumstances, please notify the Academic Register in writing (including by email) of your decision to cancel your Enrolment Contract or use the facility available on our Website to do so. Subject to clause 2.4, the University will refund to you any monies that you have paid to the University under the Enrolment Contract within 14 calendar days after the day on which we receive your notification. (Details of cancellation rights outside of statutory periods can be found in clause 6.4).

2.3.4 Your Enrolment Contract expires in accordance with clause 2.5 below.

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

2.4.1 If your Course has already begun or is due to begin before the end of either statutory cancellation period referred to in clauses 2.2.3 and 2.3.3, then, by accepting the offer of the place on a Course and/or by enrolling, you are expressly agreeing that the University's service to you should begin within the statutory cancellation period.

2.4.2 In the circumstances in clause 2.4.1, if you subsequently decide to cancel the Pre-Enrolment Contract or the Enrolment Contract within either statutory cancellation period, you may be liable to pay a proportion of your Tuition Fees to cover the period from the commencement of the University's service to you until the date of cancellation (please see the Refund of Tuition Fees Deposits Policy for details).

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

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

### **3 ADMISSION TO THE UNIVERSITY**

#### **3.1 Consideration of applicants**

3.1.1 All applications for a place on a Course are considered on their merits in the context of the specific and general guidance set out in the Prospectus and Website and any special requirements as set out in clause 3.2.

3.1.2 The University is not obliged to provide reasons for its decisions in relation to applications, but we are happy to provide feedback to unsuccessful applicants on request.

3.1.3 All prospective Students will be required to declare relevant unspent criminal convictions.

3.1.3 The entry conditions stated in the Prospectus and Website may be varied from time to time where it is reasonably considered by the University to be beneficial and/or necessary to ensure the proper delivery of education, but, with the exception of a circumstance arising under clause 3.1.5, such changes would not normally affect Prospective Students.

3.1.4 Your entry conditions will be set out in your Offer Letter (see also clause 3.4).

3.1.5 A prospective Student will be notified if the conditions of their offer change; generally this would only be for exceptional reasons outside the University's control such as:

- a. a change in requirements imposed on the University by a professional, statutory or regulatory body; or
- b. a change in requirements imposed on the University by a change in the law.

3.1.6 If the conditions of a prospective Student's offer do change, you have a number of options available. These are described in clauses 4.3 to 4.5.

### **3.2 Special requirements**

3.2.1 Students for certain specified Courses and students requiring a visa to study at the University must comply with special requirements.

3.2.2 Some special requirements must be complied with as a condition of a prospective Student obtaining their place at the University and other special requirements continue throughout the period of the Course.

3.2.3 These special requirements are often imposed by law, the government, accrediting or professional bodies or other third parties including Collaborative Partners. For example:

- a. prospective Students who require a visa may need to demonstrate a particular level of competence in the English language;
- b. some Courses may require additional declarations by the Student relating to their health, employment, criminal convictions and cautions;
- c. there may be a requirement for a satisfactory check of criminal convictions (via the Disclosure and Barring Service);
- d. there may be attendance requirements for Students studying on a visa or on a professional Course and certain standards of behaviour may apply.

3.2.4 Details of any current special requirements that apply to you can be obtained from the University and will be stated in your Offer Letter.

3.2.5 Variations or new special requirements may be introduced by the University if they are required by a relevant third party or by law. The circumstances in which this may happen, and the options available to you if it does, are described in clauses 4.3 to 4.5.

3.2.6 Failure to comply with any such special requirements may result in termination of your Pre-Enrolment or Enrolment Contract, with the consequence that you may not be permitted to begin your Course at the University or you may be required to leave your Course and/or the University.

### **3.3 Recognition of Prior Learning (RPL)**

3.3.1 The University recognises the value of learning wherever it occurs, either to meet Course entry requirements or to achieve credit towards your Award.

3.3.2 The RPL Policy defines the procedures for submitting and considering requests for exemption from individual modules or direct entry to the second or subsequent year of a Course on the basis of prior learning.

3.3.3 Where an offer of a place on a Course includes RPL, grades and/or marks achieved from a course undertaken at another institution or Collaborative Partner shall not normally be transferred. The final Award mark/classification shall be calculated on credits and marks accumulated by you whilst a student of the University only. Please see the University's Recognition of Prior Learning Policy.

### **3.4 Conditional Offers**

3.4.1 Offers of a place on a Course may be conditional on a prospective Student fulfilling certain conditions either academic or otherwise, which will be stipulated in your Offer Letter.

3.4.2 If a prospective Student fails to meet these conditions to the reasonable satisfaction of the University, the Pre-Enrolment Contract between the prospective Student and the University

shall, unless the University agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into the Pre-Enrolment Contract.

### **3.5 Enrolment**

3.5.1 Enrolment with the University is a two stage process:

- a) Registration prior to arrival at the University;
- b) formal enrolment normally during your first week.

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

## **4 PROVISION OF COURSES AND SERVICES**

### **4.1 Course Dates**

4.1.1 Students will be given advance notice by the University of the date on which their Course will commence (the length of notice being dependent on when within the admission cycle a Student applied for their Course).

4.1.2 Unless the Enrolment Contract is terminated earlier, it will be completed on the last day of the final Semester of the Student's Course in the Student's final Academic Year or the last day of any assessment of the Student's performance (whichever is later).

### **4.2 The Prospectus**

4.2.1 The Prospectus is produced at the earliest possible date to provide maximum assistance to prospective applicants.

4.2.2 The University may make changes to the information within the Prospectus to bring it up to date before the start of the next Academic Year.

4.2.3 Where changes to the Prospectus constitute changes to your Course, you will be notified as soon as reasonably practicable. Where these changes relate to Contract Information you will have a number of options available to you. These are described in clauses 4.3 to 4.5 below.

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

4.3.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time up to 28 calendar days before your Course starts. We will always notify you when any changes to Contract Information are made. If you do not wish to accept the changes, there are a number of options available to you as described in clause 4.3.5 below.

4.3.2 Changes are normally made for one or more of the following reasons:

- a. To make updates to Courses to reflect best practice or new academic developments and to refresh Course curricula to ensure their currency for the benefit of Students;
- b. To improve and enhance Students' experience of a Course, or to incorporate changes arising from Student feedback for the benefit of Students;
- c. To meet external, professional or accrediting body requirements and/or
- d. To safeguard academic standards, for example, in response to external examiner feedback.

4.3.3 Prospective Students will be notified in writing (normally email) as soon as reasonably

practicable that the Contract Information about their Course has changed.

4.3.4 The Website will be updated as soon as reasonably practicable to reflect the changes to the Course.

4.3.5 If, as a result of a change made under this clause 4.3, you no longer want to study your Course:

- a. You must notify the University in writing (or through UCAS, if applicable) by no later than three weeks after your Course starts, quoting your reason for withdrawal;
- b. On request the University will seek to provide a suitable alternative Course at the University (for which Tuition Fees will be payable), or suggest a suitable course at an alternative educational institution; and
- c. Any Tuition Fees paid (including any deposit) will be refunded.

This clause 4.3 does not affect or alter any statutory cancellation rights you may have in relation to a Pre-Enrolment or Enrolment Contract.

4.3.6. Where changes are made to Courses, the University will take reasonable steps to mitigate the impact on Students wherever reasonably possible.

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

4.4.1 The University reserves the right to make changes to the Contract Information provided about your Course at any time on and after the date 28 calendar days before your Course starts when those changes are for the benefit of students as set out in clause 4.3.2.

4.4.2 Where the University makes a change under clause 4.4.1 or 4.4.5, students on that Course will be notified in writing (including email) as soon as reasonably practicable that the Contract Information about their Course has changed.

4.4.3 The Website will be updated as soon as reasonably practicable to reflect the changes to the Course.

4.4.4 If a Student does not agree that the change is fair, they are able to seek redress under the University's Complaints Policy.

4.4.5 Any late change to the Contract Information about your Course or any change made after your Course starts which falls outside the reasons in clause 4.3.2 would be considered by the University to be a variation of your Pre-Enrolment or Enrolment Contract to which your consent was required.

4.4.6 Students will be consulted in advance about changes falling under clause 4.4.5 via Unimail and the Student Portal.

4.4.7 In the circumstances in clause 4.4.5, you will be deemed to have consented to the change unless you give notice in writing that you do not consent by notifying the University within three weeks of being notified of, and consulted on, the change.

4.4.8 If you have given notice that you do not consent to a change made under clause 4.4.5, clause 4.5 applies.

4.4.9 Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made by the University for reasons beyond the University's control.

4.4.10 Where changes are made to Courses, the University will take reasonable steps to mitigate the impact on Students wherever reasonably possible.

4.4.11 This clause 4.4 does not affect or alter any statutory cancellation rights you may have in

relation to a Pre-Enrolment or Enrolment Contract.

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

- 4.5.1 Upon receiving written notice from you under clause 4.4.7, the University will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.
- 4.5.2 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your Course.
- 4.5.3 If in the circumstances in clause 4.5.2, you decide to withdraw from your Course:
- a. You must notify the University in writing, quoting your reason for withdrawal;
  - b. On request, the University will seek to provide a suitable alternative Course at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution;
  - c. The University will refund any Tuition Fees (including any Tuition Fee deposit) already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid.
- 4.5.4 Subject to clause 11, the University will consider on a case by case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the change to your Course under clause 4.4.5 or your decision to withdraw.

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

- 4.6.1 The University reserves the right to discontinue or suspend Courses up to 28 days before your course starts if:
- a. An insufficient number or quality of applications received means that the student experience cannot be guaranteed;
  - b. The University is concerned about the quality of the Course or the administrative and other supporting Services being delivered by its own staff or those of a Collaborative Partner;
  - c. Appropriate numbers of sufficiently qualified staff are not available to deliver the Course;
  - d. The University does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the Course for any reason; and/or
  - e. The Course is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.
- 4.6.2 Where these factors are within the University's control, the University shall give Prospective Students as much notice as reasonably practicable in writing (including email).
- 4.6.3 Exceptionally, the University may discontinue or suspend Courses where:
- a. A commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a Course; and/or
  - b. Events beyond the University's reasonable control prevent a Course from being delivered either temporarily or permanently (see also clause 11.2).
- 4.6.4 For changes such as these which are outside the University's control, it will not always be possible to notify Students and Prospective Students in advance, but where the University is able to give notice, it will endeavour to do so as soon as reasonably practicable.

- 4.6.5 Save for in exceptional circumstances, including but not limited to those in clause 4.6.3, the University would not normally discontinue or suspend a Course after a cohort of Students had commenced their studies, but would instead make reasonable endeavours to deliver the Course in accordance with the Course Description to all Students in that cohort.
- 4.6.6 If the University has to discontinue or suspend your Course after an offer has been accepted or at any time during your Course:
- a. On request, the University will seek to provide a suitable alternative Course at the University (for which Tuition Fees will be payable) or suggest a suitable course at an alternative educational institution;
  - b. If you will not be studying further at the University, the University will refund any Tuition Fees (including any deposit) already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such Tuition Fees have been pre-paid; and
  - c. Subject to clause 11, the University will consider on a case by case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the discontinuation or suspension of your Course, for example housing costs.

#### **4.7 Withdrawal of Services**

- 4.7.1 The University reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the University, for example, where:
- a. Events beyond the University's reasonable control prevent a Service from being delivered either temporarily or permanently (see also clause 11.2);
  - b. information technology systems require essential maintenance work, upgrades or repairs;
  - c. health and safety or other legal reasons apply; or
  - d. improvements and changes are being made to the University's estate and facilities.
- 4.7.2 The University will take reasonable steps to mitigate the impact of such variations or withdrawals on Students wherever reasonably possible, for example by substituting alternative similar Services, and giving warning of forthcoming changes or likely periods of non-availability.
- 4.7.3 The University reserves the right to make reasonable additional charges and to change charges for Services in order to cover costs or to ensure the availability of Services for the benefit of all Students (for example by fining Students who misuse library services to the detriment of other users).
- 4.7.4 The University is unable to guarantee that all Services will be available at all times to all Students but will endeavour to provide a reasonable level of provision when the University is open.

#### **4.8 Module Choices**

- 4.8.1 The University aims to offer flexibility of study within the relevant Regulations, Policies and Procedures but cannot guarantee that all parts of and options within Courses will be available to all Students who are qualified to take them. This is because the provision of specific modules is subject to staff specialisms, availability and continued employment.
- 4.8.2 The range of optional modules on offer may change for the reasons set out in clause 4.3.2 and/or for the reasons given for discontinuing or suspending Courses in clause 4.6.1.
- 4.8.3 Some optional modules may have minimum or maximum Student number requirements and

may not run in every Academic Year.

- 4.8.4 If any modules are no longer available, the University will ensure that suitable alternatives are made available to Students to the extent necessary for Students to meet all required learning outcomes for the anticipated Award.

## **5 THE REGULATIONS, POLICIES AND PROCEDURES**

### **5.1 Compliance with the Regulations, Policies and Procedures**

- 5.1.1 You are required as a condition of accepting a place on a Course and Enrolling to abide by its Regulations, Policies and Procedures.
- 5.1.2 These include, but are not limited to: admissions; academic and assessment; conduct and discipline; fitness to study; tuition fees and financial; information technology; intellectual property; complaints and appeals (see clause 18 for full list).
- 5.1.3 The Regulations, Policies and Procedures applicable to you are available on the Website (or via alternative formats for Students with particular requirements) and form part of your Contract Information.
- 5.1.4 Additional documents, including other policies and guidance, provide information on how the Regulations, Policies and Procedures are implemented and are available on the Website and Intranet. These documents do not form part of your Enrolment Contract with the University but you would be expected to abide by them, as would the University.

### **5.2 Changes to Regulations, Policies and Procedures**

- 5.2.1 The University reserves the right to make reasonable changes to the Regulations, Policies and Procedures where in the opinion of the University it will assist in the proper delivery of education and other services and/or it is in the interests of Students and/or is required by a relevant third party such as an accrediting or regulatory body or by law.
- 5.2.2 These changes will normally come into effect at the beginning of the next Academic Year.
- 5.2.3 The University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by relevant third parties.
- 5.2.4 Changes are usually made for one or more of the following reasons:
- a. To review and update the Regulations, Policies and Procedures to ensure they are fit for purpose;
  - b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - c. To incorporate sector guidance or good practice;
  - d. To incorporate feedback from Students; and/or
  - e. To aid clarity or consistency of approach.
- 5.2.6 Where changes are made, the University will take reasonable steps to minimise disruption to Students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations, Policies and Procedures before they become effective, or by phasing in the changes, if appropriate. Students will be consulted on the changes through their representation at deliberative University committees.

- 5.2.7 If you have any concerns about the rationale for or effect of any change, please contact the Academic Registrar (see clause 18 for contact details).
- 5.2.8 The updated Regulations, Policies and Procedures shall be made available on the University's Website and on the Intranet and may be publicised by other means so that you can be aware of any changes.

## **6 TUITION FEES, DEPOSITS, DEBTS AND REFUNDS**

### **6.1 Tuition Fees**

- 6.1.1 The University charges Tuition Fees for the delivery of its Courses and you will have primary responsibility for payment.
- 6.1.2 The University will invoice you (or, if applicable, a third party paying on your behalf) for the Tuition Fees, to be paid on the date stipulated in the Student Tuition Fees Regulations.
- 6.1.3 If the third party does not make payment in full by the due date, you will be invoiced personally for any outstanding balance.
- 6.1.4 If payment is not made, the provisions of clause 6.5 may come into force.
- 6.1.5 You are contractually obliged to pay the Tuition Fees and all other mandatory Additional Costs on the dates they fall due from the moment the Enrolment Contract is formed under clause 2.3.
- 6.1.6 Tuition Fees are usually charged to Students in every Academic Year of their Course and you should therefore ensure that the necessary arrangements to pay your Tuition Fees have been made before enrolling for the next Academic Year.

### **6.2 Tuition Fee review**

- 6.2.1 The levels of Tuition Fees are reviewed, and may be revised, on an annual basis prior to the beginning of the Academic Year in question.
- 6.2.2 Current levels of Tuition Fees can be found on the University's course pages on the Website.

### **6.3 Deposits**

- 6.3.1 The University reserves the right to require a deposit towards your Tuition Fees. In practice this requirement is usually limited to international Prospective Students.
- 6.3.2 Details of any deposit that you are required to pay will be set out in your Offer Letter.
- 6.3.3 Where a deposit is required your place on a Course will not be guaranteed until it is paid.
- 6.3.4 In accordance with the Tuition Fee Refund Policy you may be entitled to a refund of your deposit.

### **6.4 Withdrawals, transfers and time out from study and refunds (outside of statutory cancellation periods)**

- 6.4.1 If you wish to take time out from your studies (interruption), withdraw, or transfer to another institution within the first three weeks of your Course start date, outside of any statutory cancellation rights which may apply to you under clauses 2.2.3 and 2.3.3, the University will refund any Tuition Fees paid, but the University reserves the right to retain any deposit paid (only applicable to international Prospective Students) as a contribution towards the University's reasonable costs and expenses.
- 6.4.2 If you take time out from your studies (interruption), withdraw or transfer to another institution after the first three weeks of your Course start date, but before the end of an

Academic Year, refunds/credits of Tuition Fees paid are not automatically given but, unless you retain a statutory right to cancel under clause 2.2.3 or 2.3.3 which entitles you to a full refund, the University will refund a proportion of any Tuition Fees in accordance with the Student Tuition Fees Regulations.

- 6.4.3 The University will not be liable for any loan or other payments, costs or losses you may incur as a result of your failure to confirm your time out (interruption), withdrawal or transfer promptly in writing in accordance with the University process (but this does not affect any statutory cancellation rights you may have).
- 6.4.5 The University will not refund to you any Tuition Fees paid on your behalf by the Student Loans Company, or any other third party.

## **6.5 Debts**

- 6.5.1 If you do not pay your Tuition Fees when they fall due, the University will charge you an administration fee for recording this in the accounts and chasing you for payment.
- 6.5.2 The University reserves the right at any time during the Academic Year to withdraw you from your Course and to withhold all Services until all outstanding Tuition Fees are paid and/or terminate the Enrolment Contract between you and the University.
- 6.5.3 Before exercising its rights under clause 6.5.2, the University will give you two weeks' notice of its intentions, allow you the opportunity to make representations and take those representations into account in deciding how to proceed.
- 6.5.4 If, at the end of your current period of Enrolment, you are in debt to the University for Tuition Fees, the University reserves the right not to allow you to re-Enrol on your Course for the next period of Enrolment.
- 6.5.5 If an examination board confirms an Award to you which is normally conferred at a graduation ceremony and you are in debt to the University for Tuition Fees you will not be permitted to attend your graduation ceremony unless all Tuition Fee debts are paid in advance of your ceremony.
- 6.5.6 Failure to pay any non-Tuition Fees debts to the University **could also affect** your ability to Enrol for the next period(s) of Enrolment, have an Award conferred on you or attend a graduation ceremony. However, the University reserves the right to suspend the provision of Services to you until you have paid the relevant outstanding debts.

## **7 STUDENT UNION**

- 7.1 All Students are automatically registered as members of the Student Union unless you notify the President of the Student Union in writing that you do not wish to register.
- 7.2 Details of the procedures of membership and other information relating to the Student Union are available at <http://www.winchesterstudents.co.uk/top-navigation/your-union/membership>.
- 7.3 The University shall not unfairly disadvantage any Student because they are not a member of the Student Union.

## **8 OWNERSHIP OF STUDENTS' WORK AND INTELLECTUAL PROPERTY**

- 8.1 The provisions of the university's Intellectual Property Policy and Regulations apply to the ownership of works and Intellectual Property created by Students during their Course.

## 9 COLLABORATIVE PARTNERS

- 9.1 If you are studying at a Collaborative Partner, you will be subject to certain additional regulations and contractual terms of that Collaborating Organisation, including disciplinary regulations. These will be made available to you prior to you undertaking any studies at a Collaborative Partner via that Partner.
- 9.2 Breach of these additional regulations or contractual terms may be treated as a breach of the Regulations and may result in the University requiring you to withdraw from your Course, the withholding of Services and/or the termination of the Enrolment Contract between you and the University.
- 9.3 The University has agreements with Collaborative Partners which set out the roles and responsibilities of each in relation to your admission, Course and Services.
- 9.4 Where such responsibilities rest with the Collaborative Partners, the University will not be responsible for:
- a. failure by the Collaborative Partner to carry out those responsibilities, or failure by the University as a consequence of the actions of the Collaborative Partner;
  - b. the negligent acts or omissions of the Collaborative Partner's staff; or
  - c. circumstances beyond the University's or the Collaborative Partner's control which prevent or limit performance of the University's or the Collaborative Partner's obligations;

However, the University does not exclude any liability for any personal injury to or death of a Student due to any negligent act or omission of the University or its staff. The University will also use its reasonable efforts to ensure that appropriate alternative arrangements are put in place for Students wherever possible [or offer Students affected the opportunity to withdraw from their Course in accordance with clause 4.5.3].

## 10 DATA PROTECTION ACT

- 10.1 While you are a student at the University of Winchester and after you cease to be a student, the University needs to collect, store, use and disclose certain data about you for purposes connected with your studies, including providing services to applicants, current students and alumni.
- 10.2 By applying to the University of Winchester as a student, you consent to the University collecting, storing, using and disclosing data about you for any purposes connected with your studies, your health and safety and for other legitimate reasons while you are a student, and also for certain purposes after you cease to be student as set out in the University Data protection policy. [Data Protection Policy](#)
- 10.3 The University is registered with the Information Commissioner's Office as required under the Data Protection Act 1998 ("DPA 1998") under number Z7593866 to hold personal data (as defined under the DPA 1998) ("Personal Data") including sensitive personal data (as defined under DPA 1998) ("Sensitive Personal Data") on its Students and third parties, such as individuals enquiring about University services. The University's entry on the register can be seen on the website of the Information Commissioner's Office.

- 10.4 The University will only hold and use Personal Data for the purposes stated in the register entry and/or in line with the requirements of the DPA 1998.
- 10.5 The University may disclose your Personal Data to those third parties as set out in the Data Protection Policy and shall only disclose your Sensitive Personal Data with your explicit consent and/or as permitted under the DPA 1998.
- 10.6 The University has set out a 'Data Protection Policy and procedures to ensure that you and the University abide by the DPA 1998 and the University follows good practice in its use of Personal Data and Sensitive Personal Data.
- 10.7 The Data Protection Policy sets out information on the purposes for which Personal Data is held on students, the categories of data held, the safeguards in place, the circumstances under which the University may disclose your Personal Data and Students' responsibilities.
- 10.8 The University and Students must comply with the Data Protection Policy.

## **11 LIABILITY**

### **11.1 General**

- 11.1.1 Students are advised to obtain insurance for their own property before arrival at the University and should note, in particular, that sporting activities are undertaken at their own risk (subject to clause 11.1.2 c below).
- 11.1.2 The University cannot accept responsibility for:
  - a. any damage to your property (including to personal I.T. equipment, vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default or dishonesty of the University or its staff;
  - b. personal injuries or death except in so far as it is caused by the negligence of the University or its staff;
  - c. losses that were not foreseeable to both parties when the Contract was formed;
  - d. losses that were not caused by any default on the part of the University; and
  - e. business losses, and/or losses of non-consumers.
- 11.1.4 In any event, save for any liability in negligence for personal injury or death or for fraud or fraudulent misrepresentation, any remaining liability is limited to the value of Tuition Fees paid by or on behalf of the Prospective Student or Student to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.
- 11.1.5 The University will consider individual circumstances via the University's complaints procedure.

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

- 11.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under the Pre-Enrolment or Enrolment Contract if such failure or delay is due to any cause beyond that party's reasonable control.
- 11.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

### **11.3 Connecting Student's personal IT equipment to the University network**

11.3.1 Students may not connect personal IT equipment to the University network except as set out in the Information and Communication Technology Acceptable Use Policy.

11.3.2 Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the University accepts no liability, save for loss or damage caused directly by the negligence or breach of contract or failure to adhere to the Information and Communication Technology Acceptable Use Policy by the University or its staff.

## **12 TERMINATION OF PRE-ENROLMENT OR ENROLMENT CONTRACTS**

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

12.1.1 The University may terminate your Pre-Enrolment or Enrolment Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions or the Regulations, Policies and Procedures and in particular in the following circumstances:

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to the University and this has affected the University's decision to offer you a place on a Course;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Course;
- c. Where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet the occupational health requirements, or you do not have permission to remain in the UK for the purposes of study at the University;
- d. If you fail to meet the requirement to Enrol in the first Academic Year of your Course or fail to re-Enrol in subsequent Academic Years within the required timescale;
- e. Where it has been found that you have breached the Student Conduct Policy;
- f. If following the University's standard examination processes, including any appeal process, you are judged to have failed to meet the required standard for Students' performance for your Course in accordance with the Regulations, Policies and Procedures, including but not limited to unsatisfactory standard of work, academic misconduct, failure to meet specified attendance requirements, failure to submit course work, complete assessments and/or meet Course deadlines, failure to fulfil a specified contract of studentship, failure to complete a mandatory placement for a Course, or failure to adhere to professional standards for training purposes;
- g. If you fail to pay any Tuition Fees by the due date specified by the University. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of Tuition Fees.

12.1.2 The effect of the University terminating your Pre-Enrolment or Enrolment Contract under clause 12.1.1 or under any other provision of the Terms and Conditions will be that:

- a. you may either be refused Enrolment or you may be required to withdraw from the University immediately and you will no longer be entitled to commence or continue your Course; and
- b. the University may at its absolute discretion refund or abate a proportion of any prepaid Tuition Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the University retaining an amount to cover its reasonable losses and costs as

a result of the termination, including any deposit paid.

## **12.2 Termination of Pre-Enrolment or Enrolment Contracts by the Student**

- 12.2.1 If you decide prior to Enrolment in your first Academic Year not to take up a place offered to you, you must notify the University in writing and in any event prior to the date upon which Enrolment is scheduled to take place.
- 12.2.2 Students may at the Universities discretion take time out from their studies (interrupt), withdraw or transfer to another institution at any time after Enrolment, but are strongly advised to discuss the implications in advance with relevant University staff (including their faculty, Registry, Finance, the disabled student support team, the international student support team and/or student counselling and advice services), the Student Union and their sponsor/employer/funding body, as applicable, since such decisions can have significant implications.
- 12.2.3 Students must follow the applicable University processes or procedures in order to take time out of study (interrupt), to withdraw or transfer.
- 12.2.4 You will continue to be considered as enrolled for Tuition Fees purposes until the University is properly notified through the correct procedures.
- 12.2.5 Students taking time out (interrupting), withdrawing or transferring to another institution after Enrolment may be entitled to a refund of all or part of their Tuition Fees (see clause 6.4).

## **13 NOTICES**

- 13.1 Any notice served by the University under these Terms and Conditions and any correspondence from the University shall be deemed to have been served five working days after dispatching to your Unimail email account if you are a current Student, your nominated email address if you are a Prospective Student and/or the address notified to the University by you.
- 13.2 We will normally communicate with you via email. However, if we do communicate with you via post the University shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the University informed of any changes to these addresses.
- 13.3 Any correspondence from the Student to the University should be sent via the University email address from which the initial correspondence through your Unimail account originated, or to the address specified for such correspondence in these Terms and Conditions or the Regulations, Policies and Procedures or if an address is not specified, to the general University address:  
  
University of Winchester, Winchester, Hampshire, SO22 4NR
- 13.4 All correspondence including electronic or post shall be deemed to have been served on the University five working days after dispatch.

## **14 CHANGES TO TERMS AND CONDITIONS, SEVERANCE AND CONTRACT VARIATIONS**

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

- 14.1.1 The University reserves the right to make reasonable changes to these Terms and Conditions other than as set out elsewhere in these Terms and Conditions at any time in order to:
- a. comply with any changes in the law, government policy, requirements or guidance, or

- to take account of a ruling by a court or similar body;
- b. comply with any changes requested by the Higher Education Funding Council for England, the National College for Teaching and Leadership or any other major funding body or successor body;
- c. implement legal advice, national guidance or good practice;
- d. provide for the introduction of new or improved methods of operation, services or facilities;
- e. make them clearer or more favourable to you;
- f. rectify any error that might be discovered in due course; and/or
- g. further clarify or structure existing arrangements.

14.1.2 These changes will normally come into effect at the beginning of the next Academic Year, although the University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or required by law or relevant third parties.

14.1.3 The University will give prior notice to Prospective Students and Students when changes to the Terms and Conditions are to be made, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.

14.1.4 Where changes are made to the Terms and Conditions, the University will take reasonable steps to mitigate the impact on Students wherever reasonably practicable.

14.1.5 If you have any concerns about the rationale for or effect of any change, please contact the Academic Registrar (see clause 17 for contact details).

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

## **14.2 Severance**

14.2.1 In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Pre-Enrolment or Enrolment Contract between you and the University without affecting the remaining Terms and Conditions which shall continue to be valid.

## **14.3 Transfer or Deferral of Courses**

14.3.1 If the University permits you to transfer between Courses or defer your place, such transfer or deferral shall be treated as a variation of your Pre-Enrolment or Enrolment Contract with the University and will be subject to your continued acceptance of the Terms and Conditions and University Regulations, Policies and Procedures.

14.3.2 No other variation or amendment to your Pre-Enrolment or Enrolment Contract may be made by you without the prior written consent of the University (not to be unreasonably withheld or delayed) or otherwise than as set out in these Terms and Conditions.

14.12 Following a transfer or deferral, the University shall amend your Contract Information, if necessary, before you start or recommence your Course, and your Enrolment on the Course shall constitute your consent to the variation.

## **15 STATUS OF TERMS AND CONDITIONS AND YOUR CONTRACT INFORMATION**

- 15.1 The University uses all reasonable efforts to ensure that these Terms and Conditions, and your Contract Information represent the entire agreement between you and the University and do not contradict any information given to you on any visits to the University e.g. on open days or for interviews. If you have been told something specific about the University and/or a Course upon which you are basing your decision to apply for or accept a place on a Course but this information does not appear in these Terms and Conditions or the Contract Information, please notify us (as per clause 17) before you apply or accept in order that the University can confirm whether or not what you have been told is accurate.
- 15.2 In the event of inconsistencies between the Terms and Conditions, the University Regulations, Policies and Procedures and the remainder of the information in your Contract Information, the Terms and Conditions will take precedence over the University Regulations, Policies and Procedures which shall in turn take precedence over the remainder of the information in your Contract Information.
- 15.3 Any failure or delay by the University or Student to exercise their rights under the Pre-Enrolment or Enrolment Contract shall not be taken to mean that they want to waive their rights. Also, any waiver in respect of one act or omission shall not be taken as an indication that they wish to waive their rights in respect of any other or future acts or omissions.
- 15.4 No third party will be entitled to enforce any of the provisions within these Terms and Conditions and the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **16 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

16.1 This Agreement and the transactions contemplated by this Agreement are governed by the laws of England.

## **17 QUERIES AND COMPLAINTS**

Queries about your Contract Information should be addressed to the:

For Prospective Students: Dean of Admissions, University of Winchester, Winchester, Hampshire, SO22 4NR

For Current Students: Academic Registrar, University of Winchester, Winchester, Hampshire, SO22 4NR

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

The Admissions Office, University of Winchester, Winchester, Hampshire, SO22 4NR

The University has a Complaints Policy, an Appeals by Student Applicants Policy (for Prospective Students) and Academic Appeals Regulations (for current students)

Students may also be able to submit their complaint to the Office of the Independent Adjudicator for Higher Education: [www.oiahe.org.uk](http://www.oiahe.org.uk) or OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading, RG1 3AB, United Kingdom.

Alternatively Students, Prospective Students and Prospective Applicants may be able to use the European Commission's Online Dispute Platform available via <http://ec.europa.eu/consumers/odr>.

## **18 LIST OF UNIVERSITY REGULATIONS, POLICIES AND PROCEDURES**

18.1 The following regulations, policies and procedures form part of your Contract Information.

[Academic Appeals Regulations](#)  
[Academic Misconduct Policy](#)  
[Academic Regulations for Taught Programmes](#)  
[Admissions Policy](#)  
[Appeals by Student Applicants Policy](#)  
[Applicants with Criminal Convictions Policy](#)  
[Assessment of Work by Students with SpLDs](#)  
[Assessment Regulations](#)  
[Award and Classification Rules and Credit Framework Summary](#)  
[Complaints Policy](#)  
[Disclosure and Barring Service Policy for Applicants and Students](#)  
[Distance Learning Policy](#)  
[Data Protection Policy](#)  
[Extenuating Circumstances Policy](#)  
[Fitness to Study - Approved Procedures](#)  
[ICT Acceptable Use Policy](#)  
[Recognition of Prior Learning \(RPL\) Policy](#) [Recognition of Prior Learning \(RPL\) Approval Form](#)  
[Refund of Tuition Fee Deposits Policy \(International Students\)](#)  
[Student Conduct Policy](#)  
[Student Tuition Fees Regulations](#)  
[Tier 4 Compliance Policy](#)

These Terms and Conditions have been developed to reflect guidance from the Competition and Markets Authority.

18.2. In addition University and Student Union staff and students have worked together to develop a charter that clearly sets out what we all expect of each other. It recognises the importance of an effective partnership commitment, in which staff have professional obligations and students are responsible for themselves as learners and as individuals. The Charter is approved and reviewed annually by the Student Academic Council. [Student Charter](#)