



UNIVERSITY^{OF}
WINCHESTER

STUDENT TERMS & CONDITIONS

2026/7

Academic Year 2026/2027

University of Winchester

Student Terms and Conditions (Student T&Cs) for taught Undergraduate and Postgraduate Programmes or Courses and Postgraduate Research Programmes.

[Please note: these Student T&Cs do not apply to short courses contracted with an employer or degree apprenticeship Programme or Courses. Separate terms and conditions apply to these Programmes or Courses, please contact Admissions, or the Faculty for details.]

Introduction

It is important you read through these Terms carefully **before** accepting an offer to study with the **University** of Winchester (also described as the '**University**', '**we**' '**us**' or '**our**') as they form the basis of the University's contractual relationship with you.

These Terms set out the various rights and responsibilities of both you and the **University** in relation to your study with the **University**. They also refer to other documents, which form part of the **University's** contract with you, and which are listed in section 3 below.

You should be aware that in accepting your offer to study with the University, you are entering into a Contract with the University and agreeing to accept both these Terms and the documents listed in section 3 below.

We have included a definitions section below to help you understand the definitions used in these Terms. Where a word is included in the definitions it is in **bold**.

These Terms make reference to additional **Regulations, Policies, and Procedures** where relevant and as they apply to you, and these can be found by following this link provided below to the University website. [Policies and Regulations - University of Winchester](#). Alternatively, a full list can also be found in Appendix 1. The regulation, policy and procedure documents referred to form a part of this **Contract**, and you must comply with your obligations under these policies and regulations as this is a requirement of these **Terms**.

We would like to draw your attention to certain key points in these **Terms** which you may consider 'important'. We have set these out in the table below with a brief summary of what the section means. However, you must still make sure you have read all of these **Terms** and are clear on what your obligations are.

Points	Brief summary of this section
Conditions and/or Special Requirements	<p>You must comply with any Conditions and/or Special Requirements set out in your Offer Letter. You must enrol with us at the start of the Academic Year and re-enrol at the start of each subsequent Academic Year</p> <p>You must follow all University Regulations, Policies and Procedures. If you fail to do any of these, we will have the right to end our Contract with you.</p> <p>For more information, please see Section 4</p>

Consequences of failing to pay Tuition Fees	<p>We may charge interest on outstanding Fees and/or take legal action against you to recover Fees.</p> <p>If you fail to pay your Tuition Fees, we can stop you from progressing to the next stage of your Programme or Course, prevent you from officially completing the Programme or Course and/or withhold your degree certificate.</p> <p>You may only attend a graduation ceremony if you have fully paid your Tuition Fees.</p> <p>If you fail to pay your Tuition Fees you can be suspended from the University until such time as you pay in full. If you continue not to pay your Tuition Fees, we can ultimately take you off the Programme or Course.</p> <p>For more information please see Sections 6 and 11</p>
Tuition Fees and Deposit - International Students	<p>International Students must pay a Deposit by the date specified in their Offer Letter. If you fail to pay your Deposit, then you may not be able to enrol or start the Programme or Course.</p> <p>We will set an annual increase for Tuition Fees taking into account a range of factors including the cost of delivering the Programme or Course.</p> <p>There are other additional or optional costs which are not covered by the Fees such as books, field trips, travel and printing. Programme or Course Costs may also increase at a rate above inflation.</p> <p>For more information please see Sections 10 and 11</p>
Tuition Fees and Programme or Course Costs – Home Students	<p>Your Offer Letter sets out your Fees and the dates by which your Fees must be paid.</p> <p>Following your first Academic Year of study, Tuition Fees may be increased. This will be subject to any applicable UK government fee cap.</p> <p>Programme or Course Costs may also increase at a rate above inflation.</p> <p>There are other additional or optional costs which are not covered by the Fees such as books, field trips, travel and printing.</p> <p>For more information, please see Section 11</p>
When and how we may make changes and what happens if we need to make changes	<p>We will notify you of any changes to your Programme or Course, our Regulations, Policies & Procedures or this Contract.</p> <p>If the changes are major, we will consider your feedback and concerns before making a final decision on any major change. We will notify you of our final decision and when the change will take effect if it is going to take place. If you are not happy with a major change you can make a complaint in accordance with Student Complaints Policy, and you can end this Contract. In this circumstance you may be entitled to a refund of your Fees, any Deposit and/or compensation is in accordance with our Payment of University Fees Regulations.</p> <p>A minor change will not have a significant impact, and we will notify you of any such change and when it will take effect. If you are not</p>

	<p>happy with a minor change, then you can make a complaint in accordance with Student Complaints Policy.</p> <p>For more information and examples of major and minor changes please see Section 12</p>
Changes in response to an epidemic, pandemic or a local public health emergency and other events outside our control	<p>In the event of an epidemic, pandemic or local public health or other emergency, we may make need to make changes.</p> <p>We will try to minimise the disruption caused by these changes and we will inform you of the changes that need to be made.</p> <p>For more information please see Sections 13 and 14</p>
Our rights to end the Contract with you	<p>We have the right to end the Contract with you in certain circumstances. This means that you will no longer be able to study for your Programme or Course with us. These circumstances include:</p> <ul style="list-style-type: none"> • you have provided information to us, which is incorrect, inaccurate, false or misleading for example on your application. • where you have done something seriously wrong as defined in our policies and regulations relating to student conduct and behaviour contained in the Student Conduct and Disciplinary Policy; or • it is not possible to run the Programme or Course detailed within your Offer Letter. <p>In such circumstances, we will notify you. Where we end our Contract with you as a result of something you have done wrong, we will only refund to you any Fees you have paid to us in advance that relate to the period of time after our Contract with you has ended.</p> <p>For more information, please see Section 16</p>
Our responsibilities to you if we do something wrong	<p>We are responsible for damage or loss caused by us breaching the Contract unless the damage or loss is unexpected, outside our control, or avoidable.</p> <p>We are not responsible for damage or loss to your personal property unless we have done or failed to do something that caused that loss or damage.</p> <p>For more information, please see Section 18</p>

Please speak to Admissions (course.enquiries@winchester.ac.uk) or Registry (registry.enquiries@winchester.ac.uk) if there is anything you are unsure about

Contents

Part 1 – Who we are, accepting an offer, your Contract with us and your right to cancel.....	1
1 Who we are	1
2 Accepting an offer from us and entering into the Contract	1
3 What documents form the Contract	1
4 Conditions and/or Special Requirements.....	1
5 Your right to cancel within 14 days of accepting your offer	2
Part 2 - What we each promise to do under this Contract	3
6 Our obligations to you.....	3
7 Your obligations.....	3
Part 3 - Deferrals and studying elsewhere as part of the Programme or Course	4
8 Deferrals.....	4
9 Study with an Affiliated or Collaborative Partner Institution	5
Part 4 - Deposits and Fees	6
10 Deposits	6
11 Fees	6
Part 5 – Contract changes	8
12 What happens if we need to make a change to your Contract?	8
13 Changes in response to an epidemic, pandemic, a local public health or other emergency	11
14 Events outside of our control	11
Part 6 - Ending the Contract and consequences of ending the Contract	12
15. University powers of suspension of the Contract	12
16 If you wish to end the Contract with us	12
17 Our rights to end the Contract with you.....	13
18 Consequences of ending the Contract.....	14
19 Our responsibilities to you if we do something wrong	15
Part 8 - Other important terms.....	15
20 You may have other contracts with us	15

21	Communications with you.....	15
22	Intellectual Property.....	15
23	What if a court decides any of these Terms are unlawful?	16
24	Nobody else has any rights under this Contract.....	16
25	Complaints and resolving disputes with us	16
	END OF DOCUMENT	16

Definitions

Academic Year	the period from the commencement of Term 11 until the conclusion of Term 3 in each year for which each Programme or Course has defined enrolment dates
Additional or Optional Programme or Course Costs	additional non-tuition fees that are optional costs which you may pay in connection with your Programme or Course
Affiliated or Collaborative Partner	any other educational institution or industry affiliate or partner who you may study with as part of your Programme or Course
Cancellation Period	the 14-day period described in section 5.1 in which you may cancel the Contract for any reason
Conditions and/or Special Requirements	mean the conditions and/or special requirements detailed in section 4
Contract	the agreement between you and us which is made up of these Terms and the Contract Documents . Any changes to the Contract will be dealt with under sections 12, 13 or 14 of the Terms .
Contract Documents	the documents listed in section 3 of the Terms . These documents are not set out in full within these Terms , but we have provided these documents to you either by email, post or an electronic web link. These documents form part of your Contract with us.
Contracted Agent	A commercial partner of the University who acts on its behalf under contracted arrangements for Student Recruitment and related agent activity.
Deposit	the proportion of your Tuition Fees which International Students may/will be required to pay in advance in accordance with our Payment of University Fees Regulations
Fees	both the Tuition Fees and the Programme or Course Costs together
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and 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 subsist or will subsist now or in the future in any part of the world
International Student	A student who is subject to United Kingdom Visa & Immigration (UKVI) requirements and restrictions for study in the United Kingdom

Module(s)	a constituent element of a Programme or Course of study or a standalone short Programme or Course of study for which credit is awarded subsequent to successful attainment of assessment learning outcomes
Offer Letter	the communication you receive from us offering you a place to study on the Programme or Course with us. The Offer Letter will set out details of any Conditions and/or Special Requirements that you must comply with (and the dates by which you must comply with them)
Programme or Course	the Programme or Course or Programme or Course of study detailed in your Offer Letter
Programme or Course Costs	non-tuition fees you are required to pay in connection with your Programme or Course as set out in your Offer Letter or on the University website, for example, costs for field trips or excursions
Regulations, Policies & Procedures	the University's regulations, policies and procedures to which all applicants and students are subject and are applicable dependant on their enrolment status. We may need to change our regulations, policies and procedures periodically. When we need to change regulations, policies and procedures we will tell you (see sections 12, 13 and 14). You must comply with our amended regulations, policies and procedures .
Services	the services to be provided by us, as we have described in section 6.1 of the Contract
Terms	the University's student terms and conditions as set out in this document which form part of your Contract with us.
Tuition Fees	the fees you are responsible for paying to us for us providing the Programme or Course . Details of your Tuition Fees are as set out in your Offer Letter . Tuition Fees may increase during each Academic Year as set out in section 11 of the Terms .
University/we/our/us	the University of Winchester

Part 1 – Who we are, accepting an offer, your Contract with us and your right to cancel

1 Who we are

- 1.1 We are The **University** of Winchester
- 1.2 The **University** of Winchester, Sparkford Road, Winchester, Hampshire, SO22 4NR.

2 Accepting an offer from us and entering into the Contract

- 2.1 If we make you an offer to study on a **Programme or Course** with us, we will communicate this to you in an **Offer Letter** which will either be emailed to you or sent in the post. The **Offer Letter** will set out any **Conditions and/or Special Requirements** you need to comply with in order to enrol and take up your place on the **Programme or Course** with us.
- 2.2 Your **Offer Letter** will explain how to accept your offer and the date by which it must be accepted. You will need to follow the instructions set out in your **Offer Letter** to accept your offer.
- 2.3 **As soon as you tell us you accept your offer in the way set out in your Offer Letter, a legally binding Contract is formed between you and us based on these Terms and the Contract Documents as listed in section 3 below.**

3 What documents form the Contract

- 3.1 Our **Contract** with you is comprised of the following documents:
 - 3.1.1 your **Offer Letter**;
 - 3.1.2 these **Terms**;
 - 3.1.3 our **Regulations, Policies & Procedures** as they apply to you as an applicant and subsequently an enrolled student;
 - 3.1.4 **Programme or Course** information provided about **Programme or Courses** of study on the **University** website, or on partner websites and in any other marketing materials produced by or on behalf of the **University**.
- 3.2 We will tell you in accordance with sections 12, 13 and 14 below if we need to make any changes to any of the documents which make up the **Contract**. These sections also explain what your rights are in relation to any such changes.

4 Conditions and/or Special Requirements

- 4.1 You must comply with the following '**Conditions and/or Special Requirements**'. You must:
 - 4.1.1 comply with any **Conditions and/or Special Requirements** set out in your **Offer Letter** (the **Offer Letter** will set out the date by which you must comply or if you need to comply with the Condition and/or Special Requirement on an ongoing basis);
 - 4.1.2 enrol with us at the start of the **Academic Year** and, where your **Programme or Course** is longer than one year or you are required to

extend your enrolment period, re-enrol with us at the start of each subsequent **Academic Year**. We will tell you by email before the start of each **Academic Year** how to enrol or re-enrol including the dates by which you must enrol.

- 4.1.3 agree to abide by all **Regulations, Policies and Procedures** as directed and as they apply to you as an applicant and subsequently an enrolled student.
- 4.2 If you fail to comply with any of these **Conditions and/or Special Requirements**, we will have the right to end our **Contract** with you as set out in section 16.1.

5 Your right to cancel within 14 days of accepting your offer

- 5.1 You have the right to change your mind and cancel this **Contract** (without needing to give us any reason) within a period of 14 days starting immediately after the date on which you accepted your offer of a place to study on a **Programme or Course** with us. This 14-day period is known as the '**Cancellation Period**'.
- 5.2 To exercise this right to cancel, you must tell us, before the end of the **Cancellation Period**, in a clear statement that you wish to cancel. You could do this in writing by a letter sent to Admissions or by email to Course.enquiries@winchester.ac.uk. For Postgraduate Research applicants, communication in writing should also be sent to DoctoralSchool@winchester.ac.uk
- 5.3 If, for any reason, you have only accepted an offer and entered into a **Contract** with us 14 days (or less) prior to the start date of your chosen **Programme or Course** (for example, where you have accepted an offer through clearing), we assume from your acceptance of the offer that you agree for us to begin providing our **Services** to you during the **Cancellation Period**. You will still have the right to cancel the **Contract** during the **Cancellation Period**, but it may affect any refund that you are entitled to. Please see section 5.4.
- 5.4 Where you have opted to cancel the **Contract** within the **Cancellation Period**, we will refund to you the **Fees** including any **Deposit** that you have paid to us prior to giving us notice to cancel the **Contract** (Section 10.4). In most cases, this will be a full refund of the **Fees** you have already paid to us. However, in the event that section 5.3 applies and you have started your **Programme or Course** during the **Cancellation Period**, we are entitled to charge you a small proportion of the total **Fees** which would have been payable in the relevant **Academic Year**, for the **Services** you have received from us in the period between the start date of your **Programme or Course** and the date you cancel the **Contract**. We will tell you what these sums are, and we will deduct these from any refund due to you.
- 5.5 We will pay any refunds due to you following your cancellation as soon as possible and, in any event, within 14 days of you telling us you wish to cancel the **Contract**. We will refund you by the method you used for payment (unless otherwise agreed between us in writing). We will not charge you any administrative fees for cancellations or refunds during the **Cancellation Period** unless a Programme or Course has already commenced, and we may deduct a reasonable administration fee to cover any costs incurred.

- 5.6 For your rights to end the **Contract** and withdraw after expiry of the **Cancellation Period**, please see section 15. For our rights to end the **Contract** at any time, please see section 16.

Part 2 - What we each promise to do under this Contract

6 Our obligations to you

- 6.1 We will provide the following to you (we collectively define these as the '**Services**')
- 6.1.1 delivery of the **Programme or Course** in the manner described in the Programme or Course pages on the **University** website, or in such pages on partner websites or such pages in other marketing material produced by or on behalf of the **University**;
 - 6.1.2 ancillary educational services and facilities appropriate to your **Programme or Course** including library, IT resources and study facilities;
 - 6.1.3 provision of academic and pastoral support services;
 - 6.1.4 conferment of an award, as relevant to your circumstances and the **Programme or Course** where you successfully complete the **Programme or Course**;
 - 6.1.5 the opportunity to attend a graduation ceremony if you successfully complete the **Programme or Course** and are not in debt to the University; and
 - 6.1.6 when you first enrol with us:
 - (i) a student ID card, either physical or digital, for the duration of your **Programme or Course**. The student ID card will serve as your identification as a student at the **University** and will provide you with access to campus buildings, resource and facilities; and
 - (ii) a **University** email account. All email communications from us will be sent to that account and you are required to use that account for all communications with us. You are required to check your **University** e-mail account regularly and, in any event, no less than once a week.
- 6.2 Please note we will be entitled to temporarily suspend provision of these **Services** to you, if you have any outstanding **Tuition Fees**. This suspension will last until you have arranged payment of all outstanding **Tuition Fees** in full. In the event of continued non-payment of **Tuition Fees**, we will be entitled to end our **Contract** with you as set out in section 16.
- ### **7 Your obligations**
- 7.1 You are required to:
- 7.1.1 prepare for, participate in and attend all mandatory activities which form part of your **Programme or Course** (including, by way of example, lectures, tutorials, seminars, assessments, examinations, Programme or Course meetings, required placement and/or work-based learning or

assessed field trip activity) as communicated to you in your Programme or Course. on the “virtual learning environment” (VLE) and in communications to you;

- 7.1.2 make appropriate academic progress in connection with your **Programme or Course** (for example, by attaining relevant pass marks for **Modules** and successfully completing any specific Programme or Course requirements directed by accrediting bodies as detailed in your Programme or Course information on the “virtual learning environment” (VLE) and in communications to you);
- 7.1.3 comply with our **Regulations, Policies and Procedures**;
- 7.1.4 conduct yourself at all times in an appropriate manner in accordance with our [Student Conduct and Disciplinary Policy](#) for Students
- 7.1.5 comply with any professional standards and/or professional codes of conduct where applicable to your **Programme or Course** as referenced in your **Offer Letter** and detailed in your **Programme or Course** documentation;
- 7.1.6 ensure you meet the **Conditions and/or Special Requirements** relevant to you by the date of enrolment and/or, where relevant, for the duration of your **Programme or Course**;
- 7.1.7 pay all **Fees** by the dates we have communicated to you;
- 7.1.8 provide us with details of emergency contacts for you (and make sure the emergency contact’s details are kept up to date);
- 7.1.9 notify us of any changes to the information you submitted with your application and/or on enrolment (for example, changes to your contact number or correspondence address);
- 7.1.10 carry your student ID card with you at all times whilst on **University** premises or engaged in **University** activities and present it to **University** staff when requested to do so; and
- 7.1.11 comply with the reasonable instructions of the **University** and its staff.

Part 3 - Deferrals and studying elsewhere as part of the Programme or Course

8 Deferrals

- 8.1 If you have already accepted your offer and entered into a **Contract** with us, but wish to defer the start date of your **Programme or Course** to a later **Academic Year**, you must apply to defer your start date in accordance with the [Admissions Policy](#)
- 8.2 If we permit you to defer, you need to be aware that the following may change:
 - 8.2.1 these **Terms**. We review, and where necessary may amend, these **Terms** prior to the start of each **Academic Year**. Where you defer to start in a subsequent **Academic Year**, these **Terms** may change since you entered into the **Contract** with us. We will make any revised **Terms** available to you prior to you starting the **Programme or Course** and you should check

with us before you start the **Programme or Course** to see if there have been any changes since you entered into your **Contract**;

8.2.2 the **Fees**. Our **Fees** for your **Programme or Course** may increase with each **Academic Year** as indicated in your **Offer letter**. We will advise you of the current **Fees** applicable to your **Programme or Course** prior to you starting the **Programme or Course**; and

8.2.3 the **Programme or Course** or the **Modules** comprised in your **Programme or Course**. We will notify you prior to you starting the **Programme or Course**, of any changes to your **Programme or Course** and the **Modules** which have occurred since you entered into the **Contract** with us.

8.3 If you no longer wish to take up your deferred place on the **Programme or Course** as a result of the changes communicated to you in section 8.2, you have the right to end the **Contract** with us in accordance with section 15.

9 Study with an Affiliated or Collaborative Partner Institution

9.1 If, as part of your **Programme or Course**, there is a compulsory requirement or option to study with a **Affiliated or Collaborative Partner Institution** either in the UK or abroad, you may need to agree to separate terms and conditions and enter into a contract relating to your period of study with that **Affiliated or Collaborative Partner Institution** and there may be additional **Conditions and/or Special Requirements** that you need to satisfy.

9.2 We will take reasonable steps to provide you with the relevant terms and conditions of the **Affiliated or Collaborative Partner Institution** and any additional **Conditions and/or Special Requirements** you will need to satisfy, with your **Offer Letter** but please be aware these may change before you start your period of study with the **Affiliated or Collaborative Partner Institution**. In any event, we will arrange for the up-to-date terms and conditions for the **Affiliated or Collaborative Partner Institution** to be provided to you before you start your period of study with that **Affiliated or Collaborative Partner Institution**.

9.3 You will be required to comply with both this **Contract** and any additional **Conditions and Special Requirements**, and any separate terms and conditions of the **Affiliated or Collaborative Partner Institution**, during your period of study with them.

9.4 Any complaints you have during this period in connection with the **Programme or Course** or matters of conduct, will be dealt with by the **Affiliated or Collaborative Partner Institution** in consultation with us. You should notify us by email to complain@winchester.ac.uk in the first instance if you do not feel that the **Affiliated or Collaborative Partner Institution** has addressed your complaints.

9.5 If you do not agree to the terms and conditions of an **Affiliated or Collaborative Partner Institution**, or do not satisfy any additional **Conditions and/or Special Requirements** required by an **Affiliated or Collaborative Partner Institution**, you will not be able to study with **the Affiliated or Collaborative Partner Institution**. Where this is the case, you can opt to transfer to an alternative **Programme or Course** without the additional or alternative study option or transfer to an alternative provider where available.

Part 4 - Deposits and Fees

10 Deposits

Section 10 is applicable to International Students only.

- 10.1 If you are an **International Student**, you will be required to pay a **Deposit**, details of which will be as detailed in the [Payment of University Fees Regulations](#) and confirmed in your **Offer Letter**. There are some circumstances in which a **Deposit** will not be required due to separate existing contractual arrangements with agents, overseas partnerships or under a vouching policy, and you will be notified if this applies to your application.
- 10.2 You will need to ensure your **Deposit** is paid by the date specified in your **Offer Letter**, otherwise you may not be able to enrol with us and start your **Programme or Course**.
- 10.3 If you exercise your right to cancel this **Contract** within the **Cancellation Period** (see section 5), we will refund any **Deposit** you have paid to us in full (in accordance with section 4.4 and section 4.5).
- 10.4 If you choose to end your **Contract** with us and withdraw from the **Programme or Course** (see section 15) or we exercise our rights to end the **Contract** with you (see section 16), we will usually refund your **Deposit** paid to us but we may be entitled to retain a small sum by way of an administration fee for the reasons set out in and in accordance with the [Payment of University Fees Regulations](#). We will pay any refunds due to you promptly and within 14 days of the date our **Contract** with you ended.

11 Fees

- 11.1 Details of the **Fees** you will have to pay to us, or our Contracted Agents, are set out in your **Offer Letter**. You must pay your **Fees** by the dates set out in your **Offer Letter** (for the first **Academic Year**) or as set out in the [Payment of University Fees Regulations](#) (for subsequent **Academic Years** please see 11.2 below).
- 11.2 We may increase our **Tuition Fees**
 - 11.2.1 for those students who have “home fee status” (which will be indicated in your **Offer Letter**), the **undergraduate Tuition Fee** is currently subject to a governmental fee cap for each **Academic Year**. It is our policy to charge **Tuition Fees** at the maximum level of the cap set by the Government. If the cap set by the Government changes, then we reserve the right to increase our **Tuition Fees** as determined by the governmental policy applicable in each academic year of your study;
 - 11.2.2 for all other undergraduate or postgraduate taught continuing students, where we decide an annual level of increase of our **Tuition Fees** we take into account a range of factors including the cost of delivering the **Programme or Course** and change in governmental funding. Annual fee increases will be set at up to 2.5% above the published UK Consumer Price Index inflation rate for the preceding academic year.
 - 11.2.3 For postgraduate research students, where we decide to increase fees this will be benchmarked to the United Kingdom Research and Innovation (UKRI) Council higher education fee structures

- 11.2.4 All fee increases are approved annually by the University Board of Governors.
- 11.3 For your first **Academic Year** of study with us, the **Fees** will be at the level set out in your **Offer Letter**. For subsequent **Academic Years**, we will notify you of the relevant **Fees** for your **Programme or Course** by email no later than 60 days before being invited to re-enrol.
- 11.4 Where we have **withdrawn, discontinued or suspended** your **Programme or Course** after you have accepted your offer, and you agree to an alternative **Programme or Course** that attracts higher tuition fees than your original choice of **Programme or Course**, we will honour the tuition fees cost for your original **Programme or Course** choice.
- 11.5 Where you decide you wish to change your choice of **Programme or Course** to one that attracts lower or higher tuition fee costs then you will be liable for the tuition fee costs for your new choice of **Programme or Course**.
- 11.6 The level of your **Programme or Course Costs** (e.g. cost of field trips) and **Additional or Optional Programme or Course Costs** will also usually increase annually in line with inflation where the University determines the cost(s). However, there may be price increases that are exceptional and identifiable as above-inflation rises in costs directly associated with the activity (for example, costs charged by third parties) which could result in above inflation cost increases. Where external suppliers and providers contracted to or by the University set costs for students, such as travel, the University will pass all cost information to students.
- 11.7 If you do not pay your **Tuition Fees** by the date specified for payment (see section 10.1), we will be entitled to:
- 11.7.1 suspend your participation in the **Programme or Course** and/or withhold some or all of the **Services** from you until such time as you have paid the **Tuition Fees** in full;
 - 11.7.2 prevent consideration and approval of your academic grades at annual examination boards and subsequently restrict your academic progression or **Programme or Course** completion along with issuance of award or degree certificates;
 - 11.7.3 prohibit you from attending your graduation ceremony unless Tuition Fee or other debts are settled in advance of your ceremony; and/or
 - 11.7.4 exercise our right to end the **Contract** with you in accordance with section 16;
- 11.8 If you do not pay any **Programme or Course Costs** by the relevant date for payment (see section 11.1), we will be entitled to:
- 11.8.1 restrict your participation in any activities to which those **Programme or Course Costs** relate until such time as you have paid the **Programme or Course Costs** in full; and
 - 11.8.2 exercise our right to end the **Contract** with you in accordance with section 16.

- 11.9 Where any **Fees** are not paid, we may:
- 11.9.1 charge interest on any outstanding **Fees** at a rate determined by our bank's clearing base rate accruing daily from the date on which payment of the outstanding **Fees** was due until they are paid in full; and
 - 11.9.2 take legal action against you to recover any outstanding **Fees**.
- 11.10 Please note that you are likely to have other costs and expenses to meet in connection with your study with us which are **not** covered by the **Fees** (being the **Tuition Fees** and the **Programme or Course Costs**). This includes, for example, costs of purchasing books and materials and IT equipment, **Additional or Optional Programme or Course Costs** for any optional additional activities you choose to take part in, printing charges, travel costs if you live off campus, and all living costs and costs associated with finding and renting accommodation. Please refer to the Students and Money section of the **University** website for further general information, advice and guidance on additional costs and expenses, as well as to the relevant **Programme or Course** pages on the University website in relation to any applicable **Additional or Optional Programme or Course Costs**.

Part 5 – Contract changes

12 What happens if we need to make a change to your Contract?

- 12.1 We may need to make changes to your **Contract** with us including to your **Programme or Course**, our **Regulations, Policies and Procedures** or to these **Terms**.
- 12.2 Where we make changes to our **Regulations, Policies and Procedures**, these changes will normally come into effect at the beginning of the next **Academic Year**. We may, however, introduce changes during the **Academic Year** in accordance with this section 12.
- 12.3 The table in this section 12 sets out what we will do when we need to make a change to your **Contract** and what your rights are in respect of those changes. We have categorised the changes into 'major' and 'minor' changes as described below.
- 12.4 We may also need to make specific changes to your **Programme or Course** in response to an epidemic, pandemic or a local public health emergency. Where this applies, the provisions in section 13 will apply.
- 12.5 If we withdraw, discontinue or suspend your **Programme or Course**, and where an alternative **Programme or Course** is not available or appropriate, you may be entitled to a refund of your Fees and/or compensation in accordance with our [Payment of University Fees Regulations](#)

If you are not happy with what has happened:

- 12.5.1 you can make a complaint in accordance with our [Student Complaints Policy](#); and/or
- 12.5.2 you can bring the Contract to an end – see section 15.

	Major change	Minor change
What does it cover?	<p>A change will be a major change where it has a significant impact on you and/or will mean you receive Services which are significantly different to what was promised when you first entered into the Contract with us.</p> <p>Examples include changes which:</p> <ul style="list-style-type: none"> substantially affect the learning outcomes on your Programme or Course; alter your Programme or Course title, level of award or credits awarded for the Programme or Course; involve significant restructuring of mandatory Modules or their content; include significant alterations to the weightings of assessments; include significant alterations to the methods or criteria for assessment; include significant change in location for delivery of the Programme or Course (more than 2 miles from original location); result in a significant or permanent change in mode or method of delivery of the Programme or Course (unless relating to a pandemic/epidemic/local public health emergency which is dealt with in section 13); Change or remove an accrediting or regulatory body for your Programme or Course Adding an accrediting or regulatory body to your Programme or Course where significant material changes are required. 	<p>A change will be a minor change where it does not have a significant impact on you and/or the Services you receive are not significantly different to what was promised when you first entered into the Contract with us.</p> <p>Examples include changes which:</p> <ul style="list-style-type: none"> clarify an existing provision in part of the Programme or Course, our Regulations, Policies & Procedures or these Terms; make routine changes to our Regulations, Policies & Procedures; result in the location for delivery of the Programme or Course which is less than 2 miles from the original location amend the title of a Module without any significant changes to the content; include minor amendments to the weighting of assessments to facilitate student attainment change, add or remove option Module content for your Programme or Course
Why we might need to make such changes	<p>The reasons why we may need to make changes include:</p> <ul style="list-style-type: none"> to comply with legal or regulatory requirements or mandatory governmental guidance; because of developments in the subject area relevant to the Programme or Course; enhancements or changes in best practice for teaching delivery or assessment methods; to comply with requirements of external accreditation processes or accrediting partners; to comply with the requirements of any professional, statutory or regulatory bodies; unavoidable and unforeseen changes in availability of staff or facilities; 	

	<ul style="list-style-type: none"> • to respond to student and/or external examiner feedback; • in response to changes made by placement providers or other University affiliates or partners; • to reflect sector best practice. <p>There may be other circumstances under which a change may be necessary for reasons that we cannot reasonably foresee but are not covered by clause 14 or to provide an opportunity to improve the student learning experience. So, this list is not exhaustive. If we have to make a change because it is necessary for reasons beyond our reasonable control or to improve the student learning experience, we will tell you in advance and clearly articulate the reasoning and rationale behind any change within communications to you.</p>	
What we will do if we need to make a change	<p>We will :</p> <ul style="list-style-type: none"> • only make changes when absolutely necessary and keep any changes to the minimum necessary and least disruptive options; • notify you in reasonable time before we make any change and provide you with details on what is changing and how it will affect you; • following notification, we will take your feedback and concerns into account before making a final decision on the change; • we will notify you of the outcome of this process and will tell you in advance if the change is going to take place and when; • consider student welfare in assessing the requirement for, and implementation of, the change; • provide you with reasonable assistance if you wish to in secure an alternative programme provider or the transfer to an alternative programme at the University. 	<ul style="list-style-type: none"> • We will notify you in advance of any such change and provide full details of the change and when it will take effect.
Your rights in relation to a change	<p>If you are not happy with any major change, we make:</p> <ul style="list-style-type: none"> • you can make a complaint in accordance with our Student Complaints Policy; • you can bring the Contract to an end – see section 15 <p>12.6 you may be entitled to a refund of your Fees and/or compensation in accordance with our Payment of University Fees Regulations</p>	<p>If you are not happy with any minor change we make, you can:</p> <ul style="list-style-type: none"> • make a complaint in accordance with our Student Complaints Policy

13 Changes in response to an epidemic, pandemic, a local public health or other emergency

- 13.1 In the event of an epidemic, pandemic, local public health or other emergency requiring measures to be taken to reduce the spread of infection or illness, we may make reasonable changes to protect the health and safety of our staff, students and third parties including to ensure compliance with government or local health authority regulations or guidance, our own health and safety advice, and to manage constraints on staff resourcing during such a period.
- 13.2 We will inform you of the changes that need to be made and the estimated duration of such changes (if known to us at that time).
- 13.3 We will take reasonable steps in such circumstances to minimise disruption to our delivery of the **Services** during any epidemic, pandemic, local public health or other emergency including in respect of the provision of the core competencies and learning outcomes of the **Programme or Course**. We will provide, if reasonably possible, teaching and assessment services and other key services which are broadly the same as those that would be available under normal circumstances, although the manner of delivery may need to change.
- 13.4 Where we are or have been required to take action in the interests of health and safety to manage the consequences of an epidemic, pandemic, local public health or other emergency and we have complied with our obligations in this section 13, we will not be obligated to pay refunds or other sums to you in all circumstances.

14 Events outside of our control

- 14.1 We will not be liable to you if we are prevented from, hindered or delayed in providing the **Services**, where that is caused by events that are wholly outside our control. Such circumstances or events include:
- 14.1.1 acts of God, flood, earthquake, wind or storm, other natural disasters;
 - 14.1.2 acts of terrorism;
 - 14.1.3 fire, explosion or accidental damage;
 - 14.1.4 collapse of building structures, failure of machinery, computers or vehicles;
 - 14.1.5 interruption or failure of utility service, including but not limited to electric power, gas or water;
 - 14.1.6 the acts, decrees, legislation, regulations or restriction of any government or any governmental authority;
 - 14.1.7 political or civil unrest.
- 14.2 Where such circumstances or events occur, we will notify you of this and we will take steps to minimise the impact on the student learning experience by, for example:
- 14.2.1 where relevant, delivering a modified version of the same **Programme or Course**; or

- 14.2.2 by making available to affected students such learning or other support and other services and facilities as we consider appropriate; or
 - 14.2.3 transfer to another **Programme or Course** with us.
- 14.3 If such circumstances or events are likely to last for a substantial amount of time that would prevent you for completing your level of study or **Programme or Course** on time, you will be able to end your Contract with us as described in section 15.3 (and sections 15.4 to 15.6 also apply).

Part 6 - Ending the Contract and consequences of ending the Contract

15. University powers of suspension of the Contract

Under some circumstances the University reserves the right to temporarily suspend you from your studies or require you to undertake an extended period of interruption from your studies. These circumstances are contained within the

- [Student Conduct and Disciplinary Policy](#),
- [Fitness to Practise Policy](#),
- [Academic Regulations for Taught Programmes](#),
- [Academic-Regulations-for-Postgraduate-Research-Programmes-2025-6](#)
- [Support to Study Procedures](#)

and are to protect you and others and to ensure your best interests are being met in relation to your academic progression.

16 If you wish to end the Contract with us

Ending the Contract because you have changed your mind

- 16.1 Once the **Cancellation Period** has ended (see section 5), if you wish to bring your **Contract** with us to an end, not because of anything we have done wrong or anything that has changed, you may do so at any time by formally notifying us in writing as your request to withdraw as detailed in the [Academic Regulations for Taught Programmes](#) and the [Academic Regulations for Postgraduate Research Programmes](#). Our **Contract** with you will end as soon as we receive your written notice that you wish to end the **Contract**.
- 16.2 **Refunds:** We will only refund to you any **Fees** you have paid to us in advance which relate to the period of time after our **Contract** with you has ended. We may also deduct from any refund due to cover a reasonable administration fee incurred as a result of your withdrawal as set out in the [Payment of University Fees Regulations](#).

Ending the Contract because of something we have done

- 16.3 If we:
- 16.3.1 have told you in accordance with section 8.2 about a change that has taken place since your start date was deferred on your **Programme or Course** and you are not happy with that change;
 - 16.3.2 have told you about a major change (see section 12) and you are not happy with that change;

- 16.3.3 are unable to deliver, or to continue to deliver, your **Programme or Course** to you, as a result of any circumstance or event outside our control (as described in section 14);
- 16.3.4 are unable to continue with a partnership arrangement with an **Affiliated or Collaborative Partner Institution** within the UK or abroad; or
- 16.3.5 are in serious breach of our obligations to you under this **Contract**,

you are entitled to bring this **Contract** to an end by telling us in writing or by email by contacting your Faculty. You must give us your reasons for ending the **Contract**. Our **Contract** with you will end as soon as we receive your written notice that you wish to end your **Contract**.

- 16.4 Where you end your **Contract** with us as a result of something we have done we will provide you with reasonable support to transfer to another:

- 16.4.1 **Programme or Course** with us (subject to availability and you satisfying relevant entry requirements); or

- 16.4.2 higher-education provider.

16.5 **Refunds:**

- 16.5.1 where you bring the **Contract** to an end before we have provided any **Services** to you, we will refund to you all **Fees** including any **Deposit** you have paid to us in advance; or

- 16.5.2 where you bring the **Contract** to an end after we have already started providing **Services** to you, we will refund to you any **Fees** you have paid to us in advance which relate to the period of time after our **Contract** with you has ended. We may also retain some for reasonable administrative fees in this circumstance.

Please see the [Payment of University Fees Regulations](#) for further details on refunds and how they are calculated.

- 16.6 Any refunds payable under this section 15 will be paid promptly, and in any event within 14 days of the date our **Contract** with you ended.

17 **Our rights to end the Contract with you**

- 17.1 We have the right to end the **Contract** with you where you have done something wrong as follows:

- 17.1.1 you have provided information to us, which is incorrect, inaccurate, false or misleading (including, as relevant, as part of your application);

- 17.1.2 you have not met, or do not continue to meet, any **Conditions and/or Special Requirements** applicable to you by the required date;

- 17.1.3 you have not paid your **Fees** by the date they were due for payment; or

- 17.1.4 you are in serious breach of this **Contract** including a serious breach of these **Terms** or our [Regulations, Policies and Procedures](#) to which all applicants and students are subject and are applicable dependant on their enrolment status.
- 17.2 We have the right to end our **Contract** with you in the following circumstances:
- 17.2.1 Where we have deemed that it would not be viable to deliver the **Programme or Course** described in your offer letter, where non-exhaustive examples may include low student numbers or the unavailability of necessary and required skill and experience;
- 17.2.2 there are other circumstances that are beyond our reasonable control that prevent us from running the **Programme or Course**.
- 17.2.3 In such circumstances we will notify you and we will provide you with reasonable assistance and guidance for you to seek alternative study options either with us or with a different provider or as detailed within our [Student Protection Plan](#).
- 17.3 **Refunds** – where we end our **Contract** with you as a result of:
- 17.3.1 something you have done wrong as described in section 16.1 above: we will only refund to you any **Fees** you have paid to us in advance which relate to the period of time after our **Contract** with you has ended. We may also be able to deduct from any refund due to you a reasonable administrative fee as set out in the [Payment of University Fees Regulations](#).
- 17.3.2 the minimum student numbers not being met as described in section 16.2 above: we will refund you in full for any **Fees** and any **Deposit** you have paid to us in advance. Please see the [Payment of University Fees Regulations](#) on refunds.

18 Consequences of ending the Contract

- 18.1 Where our **Contract** with you ends for any reason, you must:
- 18.1.1 cease attending any **Programme or Course** related activities including lectures, tutorials, seminars, other teaching sessions or academic meetings as detailed in the [Attendance Policy](#);
- 18.1.2 return all items and materials issued to you but owned by us (including your student ID card);
- 18.1.3 pay any outstanding sums owed to us (if applicable); and
- 18.1.4 stop using any of our facilities.
- 18.2 Please note: if this **Contract** ends, where you are in **University** accommodation, you may also be required to move out of that accommodation (following any process set out in your separate agreement with us in relation to that accommodation).

Part 7 - Liability

19 Our responsibilities to you if we do something wrong

- 19.1 We are responsible for damage or losses you suffer caused by us breaking this **Contract** unless the damage or loss is:
- 19.1.1 Unexpected. It was not obvious that it would happen and nothing you said to us before you accepted your offer meant we should have expected it (so, in the law, the loss was 'unforeseeable').
 - 19.1.2 Caused by an event outside our control as we have detailed in section 14.
 - 19.1.3 Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions.
- 19.2 We are not responsible for loss or damage to your personal property (for example, your IT equipment, vehicles or bikes that you bring with you to the **University**) unless we have done something (or failed to do something) which caused that loss or damage. We strongly recommend that you arrange insurance against theft and other risks for your personal property to cover you for the duration of your study with us.

Part 8 - Other important terms

20 You may have other contracts with us

- 20.1 These **Terms** only cover the provision of the **Services** to you by us, as described in this **Contract**. They do not cover our relationship with you for any other matters, including the provision of any **University** accommodation, which will be subject to a separate set of terms and conditions.

21 Communications with you

- 21.1 We will communicate with you via your **University** email account. You are required to check this account regularly and in accordance with clause 6.1.6(ii) for any communications from us.
- 21.2 If we need to communicate to you subsequent to the **Contract** being terminated, then we will do this via your personal email address.

22 Intellectual Property

- 22.1 As a general principle we recognise that, subject to certain exceptions, each student will be the owner of any **Intellectual Property** they create whilst studying on a **Programme or Course** with us. Details of the exceptions to this principle and how we handle any **Intellectual Property** you create whilst studying with us, are set out in our [Intellectual Property Policy & Regulations](#).
- 22.2 Where you create any **Intellectual Property** whilst studying with us, you grant us the right at all times to use the **Intellectual Property** in your creations for non-commercial, academic and research purposes provided that we credit you appropriately for your creation.

23 What if a court decides any of these Terms are unlawful?

- 23.1 If a court invalidates some of this **Contract**, the rest of it will still apply. If a court or other authority decides that some of these **Terms** are unlawful, the rest will continue to apply.

24 Nobody else has any rights under this Contract.

- 24.1 This **Contract** is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it. This **Contract** does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any **Terms** of this **Contract** by third parties.

25 Complaints and resolving disputes with us

- 25.1 If you have any complaints relating to us or this **Contract**, you may be able to submit a complaint through the applicable complaints policy. Please see our [Public Complaints Policy](#), [Admissions Policy](#), or the [Student Complaints Policy](#) for all students.
- 25.2 You may also be able to submit a complaint to the Office of the Independent Adjudicator for Higher Education: www.oiahe.org.uk or OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading, RG1 3AB, United Kingdom.
- 25.3 **You can also go to court.** These **Terms** are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

END OF DOCUMENT

**APPENDIX 1 – Applicant and Student Regulations, Policies and Procedures
referenced and included in these Terms and Conditions**

All regulations relating to Applicants and Students and referred to within the Terms and Conditions and form part of our contract with you can be found here:

[Policies and Regulations - University of Winchester](#)