

# Terms and Conditions 2021/22

With effect from the 1 September 2021 for 2022 entry.

Please read these terms and conditions and keep them safe.

This document includes information about:

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An electronic copy of these terms and conditions are available at

<https://www.worcester.ac.uk/registryservices/1006.htm>. Please call 01905 855111 if you would like to receive this information in an alternative format such as large print.

## 1. Introduction

- 1.1 The information provided below outlines the terms and conditions between the University of Worcester ('the University') and applicants who accept their offer of a place on one of our programmes of study ('programme'). A binding contract is formed between the University and the applicant when the applicant accepts the offer of a place at the University. This contract forms the basis of your relationship with the University. The information below provides important information which you need to understand before you accept an offer.
- 1.2 You are therefore strongly recommended to read these terms and conditions carefully before accepting any offer. If you have any queries or questions concerning this information, please contact the Assistant Registrar (Admissions).
- 1.3 In accepting any offer of a place at the University, you are agreeing to comply with:
- [The Student Handbook](#);
  - [The Student Code of Conduct](#);
  - [Procedures for investigation of cases of alleged Academic Misconduct](#);
  - [Students Complaints Procedures](#);
  - Use of University facilities and premises including IT and library facilities;
  - [Dealing with Harassment and Bullying Policy](#);
  - [Code of Practice on Freedom of speech](#);
  - Copyright, [intellectual property](#) and the publication of student work;
  - [The admissions policy](#) and [Procedures and guidance for Recognition of Prior Learning](#);
  - [Taught Courses Regulatory framework](#);
  - [Fitness to Practise Procedures](#);
  - The [Programme Specification](#) for the programme;
  - Apprentices only: Apprentice Commitment Statement; and
  - the terms and conditions of this document ("these terms").
- 1.4 Please make sure that you familiarise yourself with these documents and their relevant requirements, as failure to comply with a provision of these documents could result in the University terminating your offer and/or registration.
- 1.5 In addition to complying with these terms, the University is also required to comply with various legal duties, for example:
- under the Equality Act 2010, including the duty to have due regard to the need to advance equality of opportunity and to eliminate discrimination, harassment, victimisation and other conduct prohibited under the Equality Act;
  - in respect of freedom of speech pursuant to the Education (No 2) Act 1986; and
  - under the Counter Terrorism And Security Act 2015, including the duty to have regard to the need to prevent people from being drawn into terrorism (the "Prevent" duty).

These legal duties can change if the law changes.

## 2. The Prospectus

- 2.1 The prospectus is produced at the earliest possible date to provide maximum assistance to prospective applicants.
- 2.2 The University may make changes to the information within the prospectus to bring it up to date before you start your programme.
- 2.3 Where changes to the prospectus constitute changes to your relationship with the University or to your programme, you will be notified as soon as reasonably practicable (see section 9 below).

## 3. Admission

- 3.1 Your place with the University will be subject to you fulfilling any conditions set out in your offer letter (which is discussed in more detail below) and also subject to you fulfilling the application process and registering at the start of your programme with the University.

## 4. Accuracy of Information

- 4.1 It is your responsibility to ensure that all the information you provide to us is true and accurate. This information includes your address details and the accuracy of your personal details, as errors made in students' names during the admission and registration processes could result in incorrect degree certificates and transcripts.
- 4.2 Any change of name must be supported by documentary evidence e.g. marriage certificate, deed poll.
- 4.3 The University will not be liable for any out of date or incorrect information that you have provided and you will be responsible for any consequences (such as the cost of re-issuing documents or certificates, if the University is able to do so) of not keeping your information correct and up to date.
- 4.3 Applicants who do not follow the relevant application procedures for the University, UCAS and DfE Apply, or who make false and/ or misleading statements or provide fraudulent or plagiarised information in their applications, including non-disclosure of important or relevant information, may have their place withdrawn. Please refer to the [Admissions Policy](#) for information on how the University will deal with applications that include such information.

## 5. Immigration

- 5.1 If your sole reason for coming to the UK is to study, then you must have a visa that allows you to study in the UK. For study of more than 6 months you need a student visa, and for study of 6 months or less you must have a short-term student visa. It is your responsibility to ensure that you have the correct visa and permissions.

- 5.2 If you are resident outside of the UK, you will need to demonstrate, at the point of registration, that you have a valid immigration status that allows you to study on your proposed programme. **If you fail to demonstrate that you have a valid immigration status the University will withdraw you from your programme and you will not be entitled to a refund of any sums paid.**
- 5.3 You must take responsibility for ensuring that you comply with all terms of your student visa whilst studying at the University.
- 5.4 If you are unable to attend the University due to illness or for any other reason then you must inform the University immediately.
- 5.5 The University is required to withdraw sponsorship of your student visa if you do not comply with Home Office rules, including but not limited to:
- you fail to register at the University within 10 days of the start date of your programme. It is your responsibility to contact the Admissions Office to let us know if you are going to be delayed;
  - your overall attendance is not considered to be acceptable. This can include for example non-attendance on a module and non-submission of work;
  - you withdraw or commence a break in study;
  - you successfully complete your programme in a shorter period than originally planned;
  - your registration is terminated by the University.
- 5.6 If the University discovers that you are in breach of your visa conditions then you may be withdrawn from the University.
- 5.7 If your visa is revoked for any reason, the University will terminate your registration on your programme and terminate our contract with you and you will not be entitled to a refund of any deposit or programme fees already paid.

## 6. Offers

- 6.1 Any offer of a place at the University will be subject to you meeting conditions which will be made known to you in your offer letter. These conditions may include requirements to obtain or provide evidence of particular qualifications, and satisfy all legal and other requirements to study on your chosen programme. These requirements could include health checks, criminal record checks and the provision of immigration details.
- 6.2 The offer may be conditional or unconditional and this will be set out in your offer letter. Offers of entry will be made through UCAS for full time undergraduate applicants, UTT for full time PGCE applicants, and/or by letter and email for part-time, postgraduate and direct applicants, including apprentices.
- 6.3 In replying 'firm' to the offer given, the University will take this as acknowledgement of the acceptance of our terms and conditions so please ensure that these are read and understood.

- 6.4 Applicants who apply via UCAS, and make the University their 'insurance' choice, and who then change this to become 'firm', will have a 14 day period to change their mind from the date of the change. An example of this is when the applicant's original "firm" choice deems that their application is unsuccessful following receipt of examination results, but the University as the 'insurance' choice has confirmed the applicant's place.

### *Changes to an Offer*

- 6.5 Once an offer of a place has been given, the University will not make changes to that offer unless external factors demand this, for example, if an industry requirement is introduced. In the unlikely event of an offer needing to be changed prior to it being accepted, applicants will be contacted to explain the situation.

### *Meeting the Conditions of an Offer*

- 6.6 If you have been issued with and accept an offer which is conditional on achievement of qualifications or other requirements, you will need to fulfil those conditions and show evidence of this to be able to take up your offer.
- 6.7 The University reserves the right to withdraw an offer if you fail to provide satisfactory information or evidence which confirms that you can meet one or more of the conditions contained in the offer letter.
- 6.8 If you do not meet the terms of your offer the University may, at its discretion, offer you an alternative programme and the University will provide to you a 'change of confirmation decision' which you can either accept or decline. If you choose to accept the change of confirmation decision you must reply to confirm your acceptance which will make the decision 'firm'. You will then have 14 days once you have replied 'firm' to change your mind. If you wish to decline the 'change of confirmation decision' and you have applied via UCAS you will be released into clearing to be considered elsewhere.
- 6.9 Applicants who apply via UCAS and meet and exceed the terms of their offer may, at the University's discretion, be entitled to be considered for an alternative programme and/or institution through the adjustment process. If you apply to the University and are offered a place and accept this through the adjustment process you will have 14 days to change your mind once you have replied.
- 6.10 The University reserves the right to withdraw the offer or to defer your application to the next year of entry, if you have not fulfilled the conditions of your offer before the 31 August prior to the start of the academic year.
- 6.11 Applicants who apply for postgraduate programmes including research degrees which have different start dates must meet their conditions two weeks before the start of the programme.
- 6.12 Please refer to the [Admissions Policy](#) for further information on how the University will deal with

applications that do not meet the conditions of an offer.

### Clearing Offers

- 6.13 Undergraduate applicants who are offered a place at the University in clearing already have their results, so all offers processed are 'unconditional firm'. Once a clearing decision is processed, applicants will be notified and have 14 days to change their mind and be released back into clearing.

## 7. Health Requirements

- 7.1 The University has a duty of care to ensure that students are not exposed to inappropriate risk. Therefore, in order to take up a place and continue with studies, some programmes (for example teaching programmes, nursing and midwifery programmes, paramedic science, medicine, occupational therapy, physiotherapy and sports therapy, early years programmes), require the applicant to complete an occupational health questionnaire and provide proof of immunisation against certain diseases before enrolment, as well as to undergo health screening checks once on campus.
- 7.2 Additionally, for some programmes, student participation in a mandatory vaccination programme is also required. All occupational health checks and screening appointments are carried out to enable the University to make an assessment of health so that reasonable assistance can be made to accommodate the student.
- 7.3 Your offer conditions and/or letter will inform you when such health requirements apply.

## 8. Disclosure of Criminal Convictions

- 8.1 As a condition of taking your place at the University you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions by contacting the Admissions Office.
- 8.2 The University Admissions team will contact you if further information is required. The University will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements and in line with the [Admissions Policy](#).
- 8.3 For certain programmes, where students are brought into contact with children and or vulnerable adults, applicants may be required to disclose all relevant convictions, even if spent, and to undergo a Disclosure and Barring Service (DBS) check and other checks prior to and post registration. The conditions in your offer letter will inform you when such disclosure is required and represent conditions that must be met in order to be admitted to the University.
- 8.4 If you commit a relevant offence whilst you are a student, you will need to tell your programme leader

at the earliest opportunity. In the most serious cases this may result in the University requiring you to withdraw from your programme and/or the termination of your registration with the University.

- 8.5 Please refer to the [Policy on the recruitment of students with criminal convictions](#) for details on what constitutes a "relevant offence" and for more information.

## 9. Changes to the Programme

- 9.1 The University will endeavour to ensure that the information provided to applicants about the programmes offered is as accurate and up-to-date as possible. The University will consider changes to programmes very carefully.
- 9.2 The University undertakes forward planning and, ordinarily, where a decision is taken to cease providing a programme or module, or to withdraw from provision at a particular location, registered students currently on the programme will be taught to the conclusion of their studies and/or consulted on the change. The Office for Students requires the University to publish an approved [Student Protection Plan](#) which sets out how continuation and quality of study will be preserved for current and potential students if a risk to their continued study crystallises.
- 9.3 If changes are required, the University will make every effort to minimise any disruption to your academic experience.
- 9.4 The University undertakes regular reviews of programmes on an annual and periodic basis. The purpose of these reviews is to draw on feedback from key interested parties including students, employers and external examiners to critically appraise a programme's effectiveness and ensure that it remains current and up-to-date. The reviews enable changes to be proposed so that the programme remains current and valid, as well maintaining quality enhancement and ensuring that academic standards are achieved. This is an important part of the academic process. Therefore, the University reserves the right to make reasonable changes to a programme or to related educational and other services and facilities at any time if the changes will enable the University to deliver a better quality of educational experience to students enrolled on the programme. Examples of circumstances where this may be the case are as follows:
- to make updates to programmes to reflect best practice or new academic developments and to refresh programme curricula to ensure their currency for the benefit of students;
  - to improve and enhance students' experience of a programme, or to incorporate changes arising from student feedback for the benefit of students;
  - to meet external, professional or accrediting body requirements; and/or
  - to safeguard academic standards, for example, in response to external examiner feedback.

- 9.5 Such changes as described in 9.4 may be to:
- the structure and/or timing of the academic year;
  - the content and syllabus of your programme;
  - the method of delivery or method of examination or assessment of your programme;
  - the method of delivery of programme related services and facilities; and/or
  - the timetable, location at which your programme is taught or number of classes.

*At the application stage*

- 9.6 If during the application stage we consider that a significant change is required to a programme as set out in the prospectus, we will highlight that change made to the programme when we make you an offer. If you accept the offer to study, the University will treat this as your agreement to the change to the programme.

*After accepting your offer*

- 9.7 If after accepting an offer the University considers that a significant change is required to a programme as set out in the prospectus:
- the University will notify you at the earliest possible opportunity;
  - if you request the University to do so, the University will seek to offer you a suitable replacement programme at the University for which you are qualified, or if the University is unable to offer you a suitable replacement programme at the University it shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;
  - if you do not wish to accept the University's offer of a replacement programme or the University is unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the University in writing;
  - in the event that you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid.

*After commencing your course*

- 9.8 In the unlikely event that the University (i) discontinues or does not provide your programme; or (ii) significantly changes your programme in accordance with 9.4:
- the University will notify you at the earliest possible opportunity;
  - if you request the University to do so, the University will seek to offer you a suitable replacement programme at the University for which you are qualified or if the University is unable to offer you a suitable replacement programme at the University it shall seek to refer you to a comparable higher education institution offering a suitable replacement programme;
  - if you do not wish to accept the University's offer of a replacement programme or the University is unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the University in writing;
  - in the event that you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid. Further guidance can be found in the [Student Protection Plan](#).

- 9.10 In making any changes, the University will consult with student representatives in advance about the proposed changes. Any changes will be communicated to students so that they are aware of any implications affecting their study.

- 9.11 If you do not agree that the change is fair, you may wish to seek redress under the [Student Complaints Procedure](#).

## 10. Module Choices

- 10.1 The University aims to offer flexibility of study within the relevant Regulations but cannot guarantee that all parts of and options within programmes will be available to all students who are qualified to take them.

- 10.2 The range of option modules on offer may change for one or more of the following reasons:

- to make updates to programmes to reflect best practice or new academic developments and to refresh programme curricula to ensure their currency for the benefit of students;
- to improve and enhance students' experience of a programme, or to incorporate changes arising from student feedback for the benefit of students;
- unplanned absences of key members of academic staff;
- to meet external, professional or accrediting body requirements; and/or
- to safeguard academic standards, for example, in response to external examiner feedback.

- 10.3 Some option modules may have minimum or maximum student number requirements and may not run in every academic year.

## 11. Events Outside of Our Control

- 11.1 Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("Events Outside of Our Control") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the programme, related educational and other services and facilities as described.

- 11.2 Examples of Events Outside of Our Control include (but are not limited to):

- industrial action by the University's staff or third parties;
- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;

- k) the acts or delays of any governmental or local authority;
- l) legal or regulatory changes, including changes to government guidance;
- m) withdrawal by any government or local authority of any necessary licence; and/ or
- n) insufficient uptake of a programme.
- 11.3 Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected, by, for example:
- offering the opportunity where reasonably possible to move to another programme;
  - deferring the start date for the programme;
  - delivering the programme in a different way, from another location or online, or at another time;
  - delivering a modified version of the same programme;
  - assisting you to transfer to complete the programme at another institution; and/ or
  - delivering other services and facilities in a different way, from a different location or online.
- 11.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and we will follow our [Refund and Compensation Policy](#). Alternatively, you may make a complaint under the [Students Complaints Procedures](#).
- 11.5 Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a programme, the University will follow its [Student Protection Plan](#) and its [Refund and Compensation Policy](#).
- a) 11.6 Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither we nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.
- 12. Registration**
- 12.1 You are required to register on-line once your place has been confirmed (made “unconditional firm”).
- 12.2 You are required to re-register each academic year that your programme runs and that registration should be completed within two weeks of the start of the academic year.
- 12.3 If you register late you may incur a late registration charge to cover additional administration costs.
- 13. Regulations**
- 13.1 You are required as a condition of accepting a place and registering at the University to agree formally to the regulations, policies and procedures of the University (together the “Regulations”).
- 13.2 These include regulations in (but not limited to) the following areas: admissions; academic assessment; conduct, fitness to practise, expulsion and discipline; fees and financial; information technology; intellectual property; complaints and appeals.
- Key provisions of the Regulations of which you should be aware include:
- the University’s expectations as regards student attendance, academic due diligence and academic progress. Students are expected to attend such lectures, tutorials, examinations and other activities as form part of their course. Failure to meet these expectations may mean that you are not permitted to progress on your course. Our policy on attendance can be found at: [Student Attendance Policy](#)
  - the University’s rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance about academic misconduct can be found at: [Procedures for investigation of alleged Academic Misconduct](#)
  - the University’s rules regarding payment of sums due to the University, which can be found in Tuition Fee Policy available at: [Tuition Fee Policy](#)
  - If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
  - the University’s expectations of student behaviour . Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University. Our discipline procedure can be found at: [Student Disciplinary Procedures](#)
  - the University’s rules governing fitness to practise, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student’s fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University. Further guidance about fitness to practise can be found at: [Fitness to Practise Procedures](#)
  - the requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service (DBS) check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.
  - the University’s policy on taking a break from your studies. This sets out how a student can apply to take a leave of absence from their studies and the considerations surrounding such a decision. Further guidance about taking a break from your studies can

be found in the [Taught Courses Regulatory Framework](#) or [Research Degrees Regulatory Framework](#).

13.3 The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University it will assist in the proper delivery of education and/or it is in the interests of students.

13.4 These changes will normally come into effect at the beginning of the next academic year.

13.5 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 funders or in other exceptional circumstances.

13.6 Changes are usually made for one or more of the following reasons:

- a) to review and update the Regulations to ensure they are fit for purpose;
- b) to safeguard academic standards, for example, in response to external examiner feedback;
- c) to reflect changes in the external environment, including legal or regulatory changes;
- d) to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- e) to incorporate sector guidance or good practice;
- f) to reflect feedback from students; and/or
- g) to aid clarity or consistency of approach.

13.7 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 before they become effective, or by phasing in the changes, if appropriate.

13.8 If you have any concerns about the rationale for or effect of any change, please contact the Academic Registrar.

13.9 The updated Regulations will be made available on the University's website and any changes clearly highlighted.

13.10 Breach of the University's Regulations or contractual terms may result in the University requiring you to withdraw from your programme, the withholding of related services and facilities and/or the termination of your registration with the University.

## 14. Partner Organisations

14.1 If you are studying at a partner organisation, you will be subject to certain additional regulations and contractual terms of that partner organisation such as:

- a) disciplinary regulations;
- b) complaints procedures;
- c) use of facilities and premises including IT and library facilities;

14.2 Complaints from students studying at a partner organisation will be heard initially under the partner's complaints procedure but a student will have recourse to Stage Two of the University's Student Complaints Procedure after the partner's procedures have been exhausted.

14.3 If you cease to be a student of partner organisation, you will also cease to be a student of the University.

14.4 The University has agreements with its partner organisations which set out the roles and responsibilities of each in relation to your admission, programme and related services and facilities.

14.5 Where such responsibilities rest with the partner organisation, the University will not be liable to the fullest extent permissible by law for:

- a) the failure to carry out those responsibilities;
- b) the negligent acts or omissions of the partner organisation, the partner organisation's staff and/or the partner organisation's agent(s) or other representative(s); or
- c) circumstances beyond the partner organisation's control which prevent or limit performance of the partner organisation's obligations.

14.6 Where such responsibilities rest with the University, the University will not be liable to the fullest extent permissible by law for:

- a) the negligent acts or omissions of the partner organisation, the partner organisation's staff and/or the partner organisation's agent(s) or other representative which are beyond the University's reasonable control; or
- b) circumstances beyond the partner organisation's control which prevent or limit performance of the University's obligations; save that 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.

## 15. Accommodation

15.1 The allocation of places in University and University managed accommodation is coordinated by the Accommodation Office. Although priority is given to first year students, high demand results in private accommodation being used to house some first year students. Allocation is based on the date of the on-line application. For further information please refer to the [accommodation web pages](#).]

## 16. Teaching and Attendance

16.1 Students are expected to live within a commutable distance from the University. The University defines 'commutable distance' as a distance from the University or partner organisation that enables the student to attend the location of their programme during core working hours on a daily basis if they are required to do so.

16.2 The standard teaching week is as follows:  
Monday – Thursday 9.15am – 9.15pm  
Friday 9.15am – 6.15pm

Teaching and learning activities for some programmes will take place outside of these hours.

- 16.3 Students are expected to participate fully in their programme, engage actively with learning opportunities and take responsibility for their learning. Persistent failure to engage may result in termination of registration.

## 17. Copyright

- 17.1 You are required to comply with all aspects of copyright law and to the terms and conditions in all licence agreements when using all printed, electronic, audio-visual, or other materials provided by, or through, or used on the premises of the University.

## 18. Students' Union

- 18.1 You will be a full member of the Students' Union unless you choose to opt-out by writing to the Pro Vice Chancellor Students -

## 19. Support for Disabled Students

- 19.1 The University provides an extensive variety of student support to provide assistance with health, welfare, lifestyle and future career advice, which includes support and advice for disabled students.
- 19.2 The University welcomes disabled students, and applicants are strongly encouraged to disclose a disability or other support needs on their application, so that the University can seek to support any needs throughout the time of study.
- 19.3 It is important that applicants/students discuss their needs with the Disability Service and provide information and documentary evidence at or before registration with the University in a timely manner as requested so that appropriate reasonable adjustments can be made. Evidence should normally be no more than two years old at the time of submission.
- 19.4 Disability information is held and monitored by the Disability and Dyslexia Service at the University. This information will be shared with relevant University staff to enable them to provide advice, support and guidance.
- 19.5 Students receiving support are expected to cooperate with the University on the implementation and the review of arrangements, to report any problems which may arise as they occur and to provide information and/or evidence where appropriate on changes to circumstances or your disability so that arrangements can be revised if necessary.

## 20. How the University will communicate with you

- 20.1 When you register, the University will create a student email account for you. The common method of communication between the University and you will be by email using your University email address. You must regularly check your University email account for information. If you don't check your University email account you may miss out on important matters. The University will not be liable if you fail to be aware of information because you have not read emails sent from the University.
- 20.2 The University may also communicate with you via letter and online notices on Blackboard and the Student Portal (SOLE). You should ensure that you keep your contact details up-to-date through SOLE and also that you check Blackboard and SOLE regularly.
- 20.3 The University will send you information about surveys, tuition fees, registration, examinations and notification of formal results. The University will also send more general information about activities taking place on campus along with career and further course opportunities.

## 21. Using your personal information

- 21.1 The University, as a data controller, complies with its obligations under the Data Protection Act 2018 (the DPA), the UK General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
- For further information about how we process your personal data and your rights, please see the student privacy notice:  
<https://www.worcester.ac.uk/informationassurance/student-privacy-notice.html>
- 21.2 You are responsible for the upkeep and security of any password which has been issued to you by the University for the use of its systems, and for any password of your own choosing.

## 22. Ownership of Students' work (Intellectual Property Rights)

- 22.1 As a general principle the University recognises that each student is the owner of the intellectual property ("IP") they create in the course of their studies, subject to the following exceptions:
- a) a sponsored studentship where the sponsor has a claim on IP arising from the terms of the sponsorship;
  - b) where the student is part of a research team where the sponsor of that research owns any IP arising from that research;
  - c) where a specific agreement has been made between the student and the University to the contrary (e.g.



- the student has used University facilities and resources through an agreement with the University that it will own all or part of the resulting IP);
- d) where the student generates IP resulting from collaboration or work with an employee of the university working in the course of their employment;
  - e) where a University employee is concurrently registered as a student, their employee status takes precedence;
  - f) other exceptional circumstances which may apply.
- 22.2 Please refer to the [Intellectual Property Policy](#) for full information.

## 23. Liability

- 23.1 The University takes all reasonable care to ensure the safety and security of its students whilst on the University's campus. However, the University does not accept responsibility, and expressly excludes liability for damage to students' property or IP, other than through the negligence of the University, its staff or agents. You are advised to insure your property against theft and other risks.
- 23.2 The University will not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
- 23.3 Except as set out in these terms and conditions, the University will not be responsible for losses that result from its failure to comply with these terms and conditions including, but not limited to, losses that fall into the following categories:
- a) indirect or consequential losses
  - b) loss of income or revenue;
  - c) loss of business;
  - d) loss of anticipated savings; and/ or
  - e) loss or corruption of data.
- 23.4 Nothing in these terms will limit the University's liability to you:
- a) for death or personal injury resulting from negligence;
  - b) for fraud or fraudulent misrepresentation;
  - c) under the Equality Act 2010; and
  - d) under section 57 of the Consumer Rights Act 2015.

## 24. Cancellation

- 24.1 After accepting an offer of a place you have the right to change your mind and cancel your place with the University within 14 days without giving any reason.
- 24.2 To exercise the right to cancel, you must inform the University of your decision to cancel your place by providing a clear written statement (e.g. a letter sent by post or e-mail [admissions@worc.ac.uk](mailto:admissions@worc.ac.uk)). A copy of the cancellation form can be found <http://www.worcester.ac.uk/cancellation>, however this form does not have to be used.
- 24.3 Written notice of this 14 day period is provided to applicants in the offer letter If you choose to

withdraw or cancel your place within the 14 day period, the University will reimburse to you all payments received from you.

- 24.4 If you choose to withdraw or cancel your place after the 14 day period but before registration, the University will allow this with no penalties incurred before registration, with the exception of applicants who have paid a non-refundable deposit.
- 24.5 Once registered at the University, you also have 14 days in which to change your mind and cancel your place. Please refer to the Fees section below for financial penalties incurred for withdrawals after registration.

## 25. Fees, Deposits and Refunds

- 25.1 The University charges tuition fees for the delivery of its programmes and you will have primary responsibility for payment. You are required to agree the method/basis for payment of your tuition fees by the start of your programme. Information about tuition fee costs can be found on the [finance pages](#) of the University website.
- 25.2 The University reviews tuition fee levels annually and reserves the right to increase fees for academic years subsequent to the student's first year of entry to the University by inflation (RPI excluding mortgage interest payments) and/or the maximum permitted by law or government policy (which may exceed the rate of inflation). If we intend to exercise this right to increase tuition fees, we will let you know by the end of June in the academic year before the one in which we intend to exercise that right.
- 25.3 The fee status of students is assessed in accordance with the relevant UK government regulations. This assessment is based the student's immigration status and history of residence. Your fee assessment status will be notified to you in your offer letter. Students may contact the University's Admissions Office if they believe they have been incorrectly assessed.
- 25.4 The University will invoice you (or, if applicable, a third party paying on your behalf) for the tuition fees, to be paid on the agreed due date(s) stipulated.
- 25.5 If your fees are to be paid by or contributed to by a third party, evidence of this must be provided at registration by providing a copy of your funding letter. If the third party does not make payment in full by the due date, **you will be invoiced personally for any outstanding balance.**
- 25.6 All payments to the University must be made in pounds sterling (£). Any currency conversion costs or other charges incurred in making or processing a payment will be the responsibility of the student or third party making the payment.
- 25.7 The University does not accept cash payments for tuition or accommodation fees. The maximum cash payment for other fees and charges is £500.

25.8 Tuition fees are usually charged to students in every academic year of their programme and you should therefore ensure that the necessary arrangements to pay your tuition fees have been made before registering for the next academic year.

25.9 Tuition fees will not be reduced if you start your programme late.

#### *Deposits*

25.8 The University reserves the right to require a deposit towards your tuition fees.

25.9 Details of any deposit that you are required to pay will be set out in your offer letter.

25.10 Where a deposit is required your place will not be guaranteed until it is paid and the University reserves the right to withdraw the offer of a place on the programme without further notice to you if the deposit is not paid by the date stipulated in the offer letter.

25.11 If your circumstances change within 14 days of paying the deposit you can request a deposit refund and cancel your place on the programme. This refund will not be subject to an administration fee. After the 14 day period the deposit is non-transferable and non-refundable except in circumstances as described below.

25.12 If you wish to change your programme to another University programme after the deposit has been paid, the deposit can be transferred as long as you hold an offer for the chosen programme.

25.13 If you wish to defer your start date to the next academic year, the deposit may be carried forward for one year only. If you choose to defer for a second year the deposit will be not be refunded.

25.14 If you are refused a visa, you will be entitled to apply for a refund of your deposit. You will need to provide evidence of the reasons for refusal. No deposit will be refunded if the refusal is the result of:

- a) fraudulent activity;
- b) errors made by you during the visa application;
- c) incorrect documentation provided as part of the visa application;
- d) insufficient funds to study in the UK, including not having enough money in your bank account and/or the money not being in the account for the required length of time or using an account that is not approved.

25.15 If you fail to meet the conditions that may be attached to your offer, providing that you provide sufficient evidence to demonstrate that you have made a genuine effort to meet the conditions then you will be entitled to apply for a refund of your deposit.

25.16 Except in the case of cancellation within 14 days, the refund of deposits will be made after the deduction of a non-refundable administration fee of £500.

25.17 If the University cancels the programme for which you have accepted an offer then all fees paid will be refunded in full and no administration fee will be deducted.

#### *Additional charges associated with study*

25.18 Courses may charge additional costs for items such as field trips and materials. Further information can be found on the University website.

#### *Withdrawal and refunds*

25.19 Students are entitled to a refund of any over-payment of tuition fees. Refunds of tuition fees paid on a student's behalf by a third party will be made to that third party.

25.20 Any refund of tuition fees as a result of a student's withdrawal from their studies will be conditional on the student having officially notified the University's Student Records Office on the appropriate form. Tuition fees are payable up to the date the withdrawal request is received, and so a failure to do so will result in full liability for fees for the relevant academic year.

25.21 Students who withdraw from the programme more than 14 days after first registration, with the exception of students who have paid a non-refundable deposit, will receive a refund which will be calculated from the date the withdrawal request is received, in line with the [Student Debt management policy](#). Failure to notify the University will result in full liability of fees for the relevant academic year.

25.22 Students registered on short courses or stand-alone modules and who withdraw after the first two weeks of the start date of the programme are liable for 100% of the tuition fee.

25.23 Any outstanding bursary or scholarship payments or similar benefits will not be paid to students who withdraw from their programme or interrupt their studies until the next academic year.

#### *Debts*

25.24 The University has a [Student Debt management policy](#) which provides information on how the University will manage student debt.

25.25 If you fail to settle any tuition fee debts by the due date(s), the University may apply sanctions against you. These sanctions include withdrawal of access to the relevant facilities including termination of access to ICT facilities and withdrawal from your programme.

25.26 If you are in debt to the University for Charges related to any of the related services and facilities provided in association with your programme, e.g. library fines, the University reserves the right to withdraw that service and/or facility until outstanding debts are paid.

25.27 If you have a tuition fee debt to the University, you cannot register for the next academic year until you have cleared that debt. **If you have a tuition fee debt to the University, the University will withhold all**

**award certificates/transcripts/academic references and you may be excluded from attending an awards/graduation ceremony.**

legally binding relationship between the University and anyone else, for example parents, guardians or sponsors.

25.28 Any outstanding debts (including tuition fees and non-academic debt such as accommodation fees) may also be referred to a legal agency for collection.

28.3 For the purpose of these terms and conditions, 'University' also includes the officers, employees and agents of the University, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms and conditions will be enforceable by any third party.

## **26. Apprentices**

26.1 An apprentice is defined as a learner undertaking study as part of a government-approved Apprenticeship Standard where their employer has entered into a contract with the University for this service.

28.4 These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England.

26.2 All aspects of these terms and conditions apply to apprentices studying at the University with the following exceptions:

- a) Disclosure of Criminal Convictions (8) – these do not need to be disclosed unless declared through the University application process;
- b) Attendance (16) - if an apprentice fails to participate adequately in their academic programme, the employer will be informed; and
- c) Fees, Deposits and Refunds (25) - it is your employer's responsibility to ensure all tuition fees and all other expenses relating to your academic programme are paid. The date on which you give notice to the University that you are withdrawing from your apprenticeship will determine the amount of any tuition fees or other expenses that will be refunded to your employer in accordance with the appropriate withdrawal calendar.

26.3 The University may terminate your studies as a result of non-payment of fees by your employer, in accordance with the employer contract-

## **27. Complaints**

27.1 A complaints procedure is in place for those applicants who are not happy with the service that they have been provided with. In the first instance, you are welcome to contact the relevant department for the programme for which you applied or the Admissions Office. Should you remain dissatisfied the University has a complaints procedure described in the [Admissions Policy](#) which you may use.

27.2 The University has separate Student [Academic Appeals](#) and [Complaints Procedures](#) for students who have registered at the University and have commenced their programme.

## **28. General**

28.1 If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

28.2 The University's dealings and contracts with students and applicants do not create a contract or other