

## Student Partnership Terms and Conditions 2021/2022 AY

### (for students studying on sub-contracted courses with UWL Partners)

#### 1. Introduction

- 1.1 These Terms and Conditions apply to students who study a sub-contracted University of West London course (**“Sub-contracted Course”**) delivered on behalf of the University of West London (“University”) by another provider in collaboration with us (**“Delivery Provider”**).
- 1.2 Although your course is delivered in whole or in part by another Delivery Provider, you will be enrolled as a student of the University and you will be bound by these Student Partnership Terms and Conditions. You will also be subject to the Delivery Provider’s terms and conditions.
- 1.3 These Terms and Conditions do not apply to students who study at an academic partner institution on courses leading to an award of the University under a validation arrangement (**“Validation”**). These students are students of the academic partner institution and not the University.
- 1.4 There is a glossary at the end of these Terms and Conditions which explains the meaning of certain words that we use.

#### 2. Your Contract with us

- 2.1 A contract between you and the University is formed when you accept an offer of a place to study a Sub-contracted Course.
- 2.2 You should read these Terms and Conditions very carefully as they set out the basis of your contract with the University when you are studying on a Sub-contracted Course. They summarise key obligations for the University and you, about your course of study or research. They also set out what additional documents, Policies, Regulations, or Procedures you, the Delivery Provider and the University need to abide by.
- 2.3 The duration of your contract with the University is the whole duration of your course of study or research.
- 2.4 The contract will comprise the following:
  - 2.4.1 these Terms and Conditions;
  - 2.4.2 the Delivery Provider’s own terms and conditions
  - 2.4.3 the declarations you make during your University online enrolment;
  - 2.4.4 the Delivery Provider’s course prospectus for the respective academic year on which the offer was accepted;
  - 2.4.5 the Delivery Provider’s relevant policies, procedures and regulations including but not limited to Student Charter, and Student Code of Conduct; and/or relevant policies governing student behaviour;
  - 2.4.6 the University’s Academic Regulations; and all the Rules, Regulations, Policies and Procedures of the University as amended from time to time (**“Contract”**).

### 3. Enrolment

- 3.1 You must enrol with the Delivery Provider and with the University at the beginning of your studies. You will be advised whether you need to enrol directly with the University through the [MyRegistry](#) website or the Delivery Provider may enrol you with the University on your behalf. You must re-enrol at the beginning of each subsequent academic year of your Sub-contracted Course, in accordance with instructions issued by the Delivery Provider in order to continue your course of study and maintain your student rights and privileges.
- 3.2 The enrolment process requires you to:
- 3.2.1 ensure that the Delivery Provider and the University have the correct personal details for you;
  - 3.2.2 provide proof of your identification and qualifications to the Delivery Provider;
  - 3.2.3 where applicable, provide proof of your immigration and fee status to the Delivery Provider;
  - 3.2.4 confirm your agreement to abide by the University's Academic Rules, Regulations, Policies and Procedures applicable to your Sub-contracted Course, and
  - 3.2.5 Pay your Tuition Fees to the University either directly or through arrangements with the Student Loans Company as applicable. For students studying with overseas Delivery Providers, tuition fees are normally paid directly to the Delivery Provider.
- 3.3 You will be entitled to re-enrol for subsequent academic years provided that:
- 3.3.1 you or your sponsor has paid the Tuition Fees by the due date;
  - 3.3.2 you have not been withdrawn from your Sub-contracted Course;
  - 3.3.3 you have met the relevant progression requirements for the previous years of your Sub-contracted Course.
- 3.4 You should note that once you have enrolled, you will incur a Tuition Fee liability which is not normally refundable if you choose to withdraw. You should refer to the appropriate policy on tuition fee payment to ensure that you are fully aware of this liability: **students studying with Delivery Providers in the UK should refer to the University's Tuition Fee Policy; students studying with Delivery Providers in the EU or overseas should refer to the Tuition Fee policy and procedure of the Delivery Provider.**

### 4. Tuition Fees and Payment

- 4.1 The University charges Tuition Fees for delivery of its courses and services ("**Tuition Fee**"). You will be informed by the Delivery Provider of your Tuition Fee and how this will be paid as part of your offer letter.
- 4.2 For Home Students studying with Delivery Providers in the UK, you will be required to demonstrate and provide evidence of your eligibility for Home Fee Status prior to or at enrolment.
- 4.3 For students studying with **Delivery Providers in the UK**, you are bound by the **University's Tuition Fee Policy** which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Tuition Fee policy is available [here](#).
- 4.4 For students studying with **Delivery Providers outside the UK**, you agree to abide by the **Tuition Fee policy and procedure of the Delivery Provider.**
- 4.5 You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the course, you will be liable for the Tuition Fees up

until formal notification of your withdrawal is received by the Delivery Provider in accordance with the appropriate Tuition Fee policy.

- 4.6 Except for Apprenticeship Students, where your Tuition Fees are paid for by your sponsor, you acknowledge that you remain liable for your Tuition Fees in the event that your fees are not paid by your sponsor.
- 4.7 The University reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index ("**RPI**") annual rate of inflation.
- 4.8 If you do not pay the Tuition Fees in accordance with the appropriate Tuition Fee Policy, the University reserves the right to withhold your results and to not permit you to graduate.
- 4.9 The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, field trip expenses, course materials, or other miscellaneous expenses, which may be related or required as part of your course, for example, chef uniform, additional course materials (this is not an exhaustive list) ("**Additional Fees**"). Where there are any Additional Fees or charges, you will be informed of these by the Delivery Provider in your offer letter.

## **5. If you want to leave your Sub-contracted Course**

### **Cancellation before Enrolment – Statutory Right of Cancellation**

#### **UK Delivery Providers**

- 5.1 For students studying with Delivery Providers in the UK, you have a statutory right to cancel this Contract within **14 days** of your acceptance of an offer of a place to study at the Delivery Provider ("**Cancellation Period**"). Whether you receive an unconditional or conditional offer from the Delivery Provider, the 14-day period starts on the day after you accept the offer. You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the University's **Tuition Fee** Policy.
- 5.2 You must inform the Delivery Partner's Admissions Office of your decision to cancel within the Cancellation Period in writing by either email or letter stating your name, address, and the Sub-contracted Course for which you accepted an offer.
- 5.3 You have a further 14-day cancellation period when you enrol during your first year of study only. The 14-day period starts on the day after your enrolment date. This 14-day cancellation period does not apply to re-enrolment for subsequent academic years.

#### **Overseas Delivery Providers**

- 5.4 For students studying with Delivery Providers outside the UK, your cancellation and/or termination rights will be governed by the overseas Delivery Provider's rules and policies.

### **Termination of Contract by you**

- 5.5 In addition to your statutory right of cancellation, you may withdraw from your Sub-contracted Course and terminate this Contract at any time. To withdraw from the Sub-contracted Course you must give notice in writing to the Delivery Provider. You should contact your course leader and the Delivery Provider's administration office to initiate the process for withdrawal.
- 5.6 You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the Delivery Provider's administration office.

- 5.7 If you withdraw part way through your Sub-contracted Course, you must pay the Tuition Fees in accordance with the applicable Tuition Fee Policy.
- 5.8 Any refund which may be due to you will be in accordance with the terms of the applicable Tuition Fee Policy.

## **6. Termination of Contract by the University**

- 6.1 The University may terminate this contract in writing with immediate effect (subject to your rights of appeal to the University) if:
- 6.1.1 you or your sponsor fail to pay the Tuition Fees (or any instalment) by the due date for payment;
  - 6.1.2 you fail to meet the conditions of the offer made to you;
  - 6.1.3 you provided false, incomplete, inaccurate or misleading information in your application or at any other time;
  - 6.1.4 you fail to meet the University's progression or award requirements;
  - 6.1.5 you are unable to meet the requirements of your Sub-contracted Course, including obtaining/maintaining membership of specified organisation, and/or minimum attendance and participation requirements;
  - 6.1.6 action has been taken against you in accordance with the Delivery Provider's disciplinary procedure for student matters or fitness to practise procedures;
  - 6.1.7 your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
  - 6.1.8 you materially breach these Terms and Conditions and/or the Delivery Provider's terms and conditions;
  - 6.1.9 where applicable, you do not disclose any relevant unspent criminal conviction;
  - 6.1.10 the University is notified by the Delivery Provider that you do not meet your obligations under immigration rules or you no longer have permission to study in the UK;
  - 6.1.11 Apprenticeship students – where your course is linked to your employment and your employer terminates your employment contract, and/or your Apprenticeship Agreement is terminated.
- 6.2 You have a right to submit an internal appeal of the University's decision to terminate the Contract under the Student Complaints Procedure or the Appeals Regulations as appropriate.

### **Consequences of Termination**

- 6.3 If at any time this Contract terminates, whether by you, the Delivery Provider or the University:
- 6.3.1 the University shall be entitled to refuse to enrol you on your Sub-contracted Course (if, at the date of termination, you have not already enrolled);
  - 6.3.2 the University shall be entitled to require you to stop studying on your Sub-contracted Course;
  - 6.3.3 you will be required to return to the Delivery Provider's administration office, any Student Identification Card(s) issued to you on enrolment, together with all property owned by the University;
  - 6.3.4 you must pay all outstanding fees immediately;

## **7. The University's Obligations to you**

- 7.1 The University will ensure that the Sub-contracted Course you are enrolled on is of an appropriate standard and quality. It will monitor the Delivery Provider to ensure that the Sub-contracted Course is provided to you as described in the relevant course specification and

other publications such as the prospectus and the Delivery Provider's website for the applicable academic year.

- 7.2 Unless you are otherwise notified, the University will not be providing any services to you directly including student services (including pastoral care, disability advice and support, careers, employability and placement advice and support), access to the University's Library, access to financial support, bursaries or other payments. Such services are provided by the Delivery Provider where applicable.

## **8. How we Communicate with you**

- 8.1 Unless you are informed otherwise, the Delivery Provider will be responsible for all communications with you.
- 8.2 The Delivery Provider will communicate with you via the email address you provided and/or your student email address, and where required, via letters. Where Delivery Providers use the University's Virtual Learning Environment **Blackboard**, communications will also be posted online via notices on Blackboard. You should ensure that you keep your details up-to-date through the Delivery Provider and **MyRegistry** (where applicable) and also that you check Blackboard regularly.

## **9. Changes to your Sub-contracted Course**

- 9.1 The University will monitor that the Delivery Provider uses all reasonable efforts to deliver the Sub-contracted Course in accordance with the course specification.
- 9.2 However, to ensure that the University's Sub-contract Courses remain current and relevant, they are subject to regular review. The University may, from time to time, need to amend modules, course content or the way that these are delivered to, for example (non-exhaustive list):
- 9.2.1 comply with changes in the law or Government policy;
  - 9.2.2 comply with the requirements of the University's regulators, accrediting bodies, professional, and statutory bodies;
  - 9.2.3 make updates to reflect best practice and academic developments for the benefit of students;
  - 9.2.4 adjust content as a result of staff changes;
  - 9.2.5 improve course quality in response to student or external examiner's feedback; or
  - 9.2.6 to accommodate and respond to refurbishment and development work taking place on campus.
- 9.3 Changes may be minor or major changes.
- 9.3.1 Examples of minor changes, may include, but not limited to:
- (a) Altering the timetable, location, and number of classes for your Sub-contracted Course;
  - (b) reasonable changes to the content and syllabus of your Sub-contracted Course, including in relation to optional placements, to ensure that the Sub-contracted Course remains current and relevant;
  - (c) changes to assessments as a result of student or external examiner feedback.
- 9.3.2 Examples of major changes, may include, but not limited to:
- (a) adding or removing core (compulsory) modules;
  - (b) change of course or Award title;

- (c) changes to overall Sub-contracted Course aims;
- (d) changes to module credit value;
- (e) changes to method of delivery;
- (f) discontinuance of a Sub-contracted Course;
- (g) combining courses of study;
- (h) changes to specific course regulations.

9.4 The University reserves the right to make minor changes to its Sub-contracted Courses. Where such changes are made, the University will take all reasonable steps to minimise disruptions to students.

#### 9.5 **Changes to an offer prior to acceptance**

9.5.1 The University reserves the right to make changes to a Sub-contracted Course at any time before an offer is accepted.

9.5.2 If the University is required to make a change to any aspect of the Sub-contracted Course prior to acceptance, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you at the earliest opportunity possible;
- (b) provides details of what has changed and why the change was made; and
- (c) takes reasonable steps to minimise any potential disruption.

9.5.3 As an applicant, you have the option to accept or reject the amended offer.

#### 9.6 **Major changes to Sub-contracted Course prior to enrolment**

9.6.1 If between the time of your acceptance of an offer and before enrolment it is necessary for the University to make major changes to your Sub-contracted Course, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you of the changes at the earliest opportunity possible;
- (b) provides details of what has changed and the potential impact of the changes;  
and
- (c) takes reasonable steps to minimise any potential disruption.

9.6.2 If the major change to your Sub-contracted Course, prejudicially affects you, and you no longer wish to enrol on the Sub-contracted Course, the University will use reasonable endeavours to ensure the Delivery Provider finds you a suitable alternative course for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the Sub-contracted Course without any liability for Tuition Fees (even if the Cancellation Period has expired) You will be reimbursed for any Tuition Fees you have paid to date.

#### 9.7 **Major changes to Sub-contracted Course after enrolment**

9.7.1 The University will usually not make major changes to its Sub-contracted Courses after a student has enrolled. However, in exceptional circumstances it may be necessary for the University to make such changes after enrolment. Where there are proposed major changes to your Sub-contracted Course, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you at the earliest opportunity and gives you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;

- (b) consults you on the changes and gives you an opportunity to provide feedback;
- (c) will attempt to minimise any adverse impact on you; and
- (d) if necessary and appropriate, explores with you the opportunities for transferring to another suitable course either at the Delivery Provider, University or elsewhere, and ensures that you receive recognition or credits for any units you have successfully completed.

9.7.2 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the University and the Delivery Provider will work with you to try to reduce the adverse effect on you, or find an alternative solution, including the option to terminate the Contract and withdraw from the Sub-contracted Course without any liability for further Tuition Fees.

9.7.3 In exceptional circumstances, such as the COVID-19 pandemic, the University and the Delivery Provider may need to make major changes quickly and promptly in response to events beyond its control without consulting you first, where it is necessary to comply with the law and/or government guidance and/or instructions. Should this occur, the Delivery Provider will notify you of the changes and the potential impact of the changes at the earliest opportunity and attempt to minimise any adverse impact on you. You will still have the rights under clause 9.6 including the opportunity to transfer to another suitable course and/or terminate your Contract with the University.

## **9.8 Discontinuance of a Subcontracted Course**

### **Prior to enrolment**

9.8.1 If the University discontinues a Sub-contracted Course, prior to enrolment, the University will use reasonable endeavours to ensure the Delivery Provider offers where applicable, the following options:

- (a) transfer the offer to a suitable alternative course for which you are qualified;
- (b) defer the offer until the next available intake; or
- (c) terminate the Contract and withdraw from the Sub-contracted Course without any liability for Tuition Fees (even if the Cancellation Period has expired). You will be reimbursed for any Tuition Fees and/or deposit paid by you.

### **After enrolment**

9.8.2 Where it is necessary for the University to discontinue your Sub-contracted Course after your enrolment due to any exceptional and unforeseen circumstances, it will undertake this in line with the University's Student Protection Plan available [here](#). Wherever possible we will work with the Delivery Provider to try to teach-out your Sub-contracted Course even if adjustments have to be made to the way your Sub-contracted Course is delivered.

## **10. Your obligations to the University**

- 10.1 You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Sub-contracted Course).
- 10.2 You must familiarise yourself with and adhere to all University regulations, policies, procedures and codes of practice that are provided to you by the Delivery Partner and as revised from time to time. We reserve the right to make changes to our regulations, policies, procedures and code of practice and to introduce additional documents, where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or

they reflect good practice or aid clarification. The Delivery Partner will let you know when any changes are made. The regulations, policies and procedures include, but are not limited to:

- (a) the University's Academic Regulations
- (b) the University's Tuition Fee Policy (for students studying in the UK only);
- (c) the University's Academic Appeal Procedures; and
- (d) the University's Privacy Notice.

- 10.3 By enrolling on the Sub-contracted Course, you agree to abide by the **University's Academic Regulations** which are available [here](#). These describe the academic regulatory framework of the University and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.
- 10.4 You are expected to take responsibility for your studies, including attending all scheduled teaching, examinations, and submission of assessments as instructed by the Delivery Provider.
- 10.5 You are also required to abide by the Delivery Provider's regulations, policies and procedures (as amended from time to time) including but not limited to:
- (a) the Delivery Provider's Student Code of Conduct and/or Student Charter;
  - (b) the Delivery Provider's Student Disciplinary Procedures;
  - (c) the Delivery Provider's Fitness to Study Policy;
  - (d) the Delivery Provider's Library and Information Technology ("IT") Policies when you use the Delivery Provider's library and IT services;
  - (e) the Delivery Provider's Tuition Fees Policy (for students studying outside of the UK);
  - (f) The Delivery Provider's Health and Safety Policy and Procedures.
- 10.6 If you do not abide by the regulations, policies procedures and code of practice outlined above, you may be subject to disciplinary action under the Delivery Provider's **Student Disciplinary Procedures**.
- 10.7 For cases of academic misconduct including cheating, you will be subject to the **University's Academic Misconduct Regulations** available [here \[see Academic Misconduct Regulation\]](#).
- 10.8 You must also abide by any other course specific requirements as set out in the course specific handbook, associated terms and conditions, policies, or other documents. These include requirements of professional bodies, accredited bodies, employers or relevant third-party providers, where applicable.

## 11. Adherence to Immigration Rules

This clause is relevant to International Students studying with UK Delivery Providers only.

- 11.1 If you are admitted under a UK Visa and Immigration ("UKVI") Student Route visa, short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules, regulations, and/or procedures relating to UKVI student visas, during the course of your studies.
- 11.2 If you fail to demonstrate you have a valid immigration status to study in the UK or your UKVI student visa sponsorship is revoked by the Delivery Provider for non-compliance with immigration rules, the University will be entitled to terminate your registration on your course and terminate the Contract with you (without liability to you).
- 11.3 In the event the University has to withdraw you from your studies as a result of your non-



compliance with the conditions as set out above in clause 11.2, you will not be entitled to a refund of your Tuition Fees.

### **Sponsorship under the UKVI Student Route**

- 11.4 If you are an international student, you will need a confirmation of acceptance of studies (CAS) to enable you to study in the UK or sponsorship for a student visa under the new immigration route.
- 11.5 The Delivery Provider is responsible for issuing CAS to international students/applicants or sponsorship for a student visa who have received an Offer and who meet the criteria set out in the Home Office Immigration Rules.
- 11.6 The Delivery Provider will be responsible for monitoring your compliance with the terms of your visa and reporting issues to the Home Office. You have an ongoing duty to keep the Delivery Provider informed of any changes immediately.

### **Other Immigration status**

- 11.6 If you are a non-UK national, but not sponsored under the Student Route visa, you will need to provide evidence of your right to remain in the UK to the Delivery Provider before you can be enrolled. The University will normally only accept students whose application to remain in the UK has been approved by the Home Office and confirmed to the University by the Delivery Provider and reserves the right not to enrol students whose immigration status has still to be determined.
- 11.7 You have an ongoing duty to inform the Delivery Provider of any changes to your immigration status immediately. If you are not able to provide evidence of your right to remain in the UK at any point, when requested by the Delivery Partner, your Contract will be terminated.

### **EU/EEA Students (including Swiss nationals)**

- 11.8 EU or EEA (including Swiss nationals) students who are resident in the UK are required to have applied for the EU Settlement Scheme (immigration scheme established by UK government for EU, EEA and Swiss nationals citizens, and their eligible family members to obtain immigration permission to remain in the UK after 31st December 2020) in order to remain in the UK for their studies. New and continuing students from the EU, EEA or Switzerland will need to be able to demonstrate their settled or pre-settled status.
- 11.9 For those EU, EEA or Swiss nationals students who arrived in the UK **from 1<sup>st</sup> January 2021** onwards, are required to apply for a Student Route visa in order to study on a course which is longer than 6 months in length (see clause 11.4-11.6 above).
- 11.10 Where a student does not have the appropriate immigration permission to study in the UK, (either under the EU Settlement Scheme, or student visa), the University reserves the right not to enrol the student and/or terminate the Contract.

## **12. Disability Support**

- 12.1 If you have additional support needs, you are responsible for contacting the appropriate services provided/signposted by the Delivery Provider.
- 12.2 You are encouraged to contact the appropriate services provided/signposted by the Delivery Provider as soon as possible.

## **13. Attendance, engagement, assessment and progression and other requirements to**

### **remain on the course**

- 13.1 In order to succeed on your Sub-contracted Course, you will need to attend scheduled classes and engage with online sessions and materials. The requirements for attendance and engagement will be outlined to you by the Delivery Provider.
- 13.2 For students in the UK, the University will monitor student engagement and progression during the course of your studies to ensure compliance with the course requirements, and regulations, and for the purpose of confirming your attendance to the Student Loans Company, the Higher Education Statistics Agency and any other relevant bodies.
- 13.3 You must submit assessments as required and as outlined in your module study guides.
- 13.4 Students who fail their modules, or who do not submit to assessment, may not be able to progress as outlined in the University's **Academic Regulations**.

### **Apprentices & Sponsored Students**

- 13.5 Where your Sub-contracted Course is linked to your employment, (such as an apprenticeship degree), and your employment is terminated by your employer, the University reserves the right to withdraw you from the Sub-contracted Course and terminate the Contract.

## **14. Placements**

- 14.1 If you are on a course with an integrated placement, the Delivery Provider will provide help and support to assist you in finding a placement. However, it is your responsibility to secure a placement which must be approved by the Delivery Provider.
- 14.2 If you fail to secure a placement, you should discuss alternative options with the Delivery Provider. You will normally be able to continue your studies by transferring to a course without the placement.

## **15. Criminal Convictions**

### **Students on courses requiring a DBS check**

- 15.1 For courses leading to a regulated professional qualification or courses involving children or adults who are defined as vulnerable by reason of the type of services provided to them, including, but not limited, to nursing, midwifery and social work, you must disclose spent convictions including cautions to the Delivery Provider and a Disclosure and Barring Service ("**DBS**") check will be required. Any disclosures will be considered under the applicable policy of the Delivery Partner.
- 15.2 You have an ongoing obligation as an enrolled student to inform the Delivery Provider immediately if you receive any criminal conviction following your DBS check. This disclosure will be considered under the applicable policy of the Delivery Partner.
- 15.3 Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the University under clause 6.1.

### **Students on courses that do not require a DBS check**

- 15.4 When you are given an offer of a place by the Delivery Provider, you must disclose any relevant unspent criminal convictions to them, in accordance with the applicable policy of the Delivery Provider. The Delivery Provider will consider disclosed convictions in accordance

with their applicable policy.

- 15.5 You should note that for some professions, such as being a registered psychologist or a solicitor or barrister, may not allow registration for those with criminal convictions. It is your responsibility to check your situation if you are in this position.
- 15.6 Failure to disclose any relevant criminal convictions when required to do so by the Delivery Provider could lead to termination of this Contract by the University under clause 6.1.

## **16. Collection and Processing of Personal Data**

- 16.1 By entering into this Contract, you understand that the University and its partners, or agents, will process your personal data in order for the University to meet its obligations to deliver education services to you under this Contract.
- 16.2 The University needs to collect, hold and process your personal data for the purposes of administering your award and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Blackboard, our virtual learning environment, and other systems) and financial data.
- 16.3 The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, the University's Data Protection Policy and the Student Data Privacy Notice available [here](#).

## **17. Disclosure to Statutory/Public Third Parties**

- 17.1 The University is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the University may disclose student personal data to (indicative not exhaustive list – for further detail see Student Data Privacy Notice):
- The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
  - The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience
  - Student Loans Company where applicable for Home students only.
- 17.2 Upon graduation you will be invited to join the University's alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at [alumni@uwl.ac.uk](mailto:alumni@uwl.ac.uk).

## **18. Intellectual Property and Copyright**

### **Undergraduate and Postgraduate taught courses**

- 18.1 All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their course, normally belong to you ("**Student IP**"), subject to certain exceptions. These exceptions, include collaborate work, will normally include projects and dissertations where the work has been supervised by the Delivery Provider's staff and creative and design projects, and this will be highlighted in the appropriate Module Study Guide. Please refer to the Delivery Provider's appropriate policy.
- 18.2 For the purposes of teaching, research, internal administration, and other non-commercial use, you grant the University and the Delivery Partner the ability to use your assessments

where you have created intellectual property.

- 18.3 Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

### **Apprenticeship Students**

- 18.4 For students on apprenticeship courses, the IP will belong to the employer if this is specified in the apprenticeship agreement or employment contract.

## **19. Copyright**

- 19.1 The copyright in any work or design compiled, edited, or otherwise, brought into existence by a student as a piece of scholarly work, shall belong to the student, unless otherwise explicitly agreed at the outset of the project.

## **20. Complaints**

- 20.1 Should you wish to make a complaint, the Delivery Provider has in place a complaints procedure which set out how complaints may be made.
- 20.2 All complaints (non-academic and academic in nature) are dealt with in the first instance by the Delivery Provider. You must raise your complaint in accordance with the Delivery Provider's Complaints procedure.
- 20.3 If your complaint is non-academic in nature, and your complaint is not resolved satisfactorily with the Delivery Provider, at the end of the complaints process, you may refer your complaint to the Office of the Independent Adjudicator (OIA) if they are a member of OIA.
- 20.4 If your complaint is about the standard or quality of a course, and your complaint is not resolved satisfactorily with the Delivery Provider, you can refer the complaint for a review by the University by writing to the University Secretary at [University.Secretary@uwl.ac.uk](mailto:University.Secretary@uwl.ac.uk). The University will review the complaint in accordance with its [Student Complaints Procedure available here](#). If after exhausting the University's internal complaints procedures, and Completion of Procedures Letter has been issued, you remain dissatisfied you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA") which can be found [here](#).

## **21. Appeals**

- 21.1 Should you wish to appeal against the outcome of an assessment board or academic misconduct panel, you must appeal directly to the University in accordance with the University's appeal procedure as set out in the University's Academic Appeals Procedure which is part of the University's **Academic Regulations**.
- 21.2 Academic appeals are appeals in relation to (i) an assessment grade; (ii) the final Course award; or outcomes of academic misconduct panel.

## **22. Force Majeure**

- 22.1 The University will do all that it reasonably can to fulfil its obligations as set out in these Terms and Conditions to appropriately enrolled students. Sometimes, circumstances beyond our control, mean that we cannot provide such educational services. This might be because of, for example:

22.1.1 industrial action by University staff or third parties;

- 22.1.2 the unanticipated departure or absence of key members of University staff;
- 22.1.3 significant changes to Higher Education funding;
- 22.1.4 the acts of any governmental or local authority;
- 22.1.5 where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it;
- 22.1.6 severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.

22.2 In these circumstances, the University will work with the Delivery Provider to take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law, the University excludes liability for any loss and/or damage suffered by any student.

## **23. University's Liability to you**

23.1 The University does not limit its liability arising from:

- 23.1.1 death or personal injury caused by the negligence of the University or its officers, employees or agents;
- 23.1.2 fraud or fraudulent misrepresentation; or
- 23.1.3 any other matter which the University is not permitted to exclude or limit our liability for by law.

23.2 Whilst the University takes reasonable care to ensure the safety and security of its students whilst on University premises, and/or whilst using University services and equipment, the University cannot accept responsibility and expressly excludes liability for:

- 23.2.1 any loss, theft, misuse, or damage to your property, including without limit, any motor vehicle, bicycle, personal equipment, such as mobiles, tablets, laptops, whilst such property is on University premises. You are advised to insure your property against theft and other risks;
- 23.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- 23.2.3 death or personal injury that is not caused by negligence of the University or its officers, employees, or agents;
- 23.2.4 any loss or damage suffered as a result of the use of any computer equipment or software provided or made available by the University, including any contamination of software or loss of files. Your use of such computer equipment and any software provided by the University is at your own risk;
- 23.2.5 changes to law that require a change of these Terms and Conditions.

For the avoidance of doubt, the University shall 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 Subject to clause 23.1, and unless required by law, the University's liability to you under the Contract shall under no circumstances be greater than the total Tuition Fees due in respect of your Sub-contracted Course.

23.4 You acknowledge that Tuition Fees do not bear a direct relationship to teaching hours, contact hours or other easily measurable services. A wide range of other educational, support and other costs are taken into account in Tuition Fees. Undertaking a course requires independent study, research and/or work by you, which is supplemented by teaching and contact hours. When it comes to the University's liability, Tuition Fees are primarily linked to the University

enabling you to achieve the course learning outcomes rather than the provision of specific services or teaching or contact time.

## **24. Notices**

- 24.1 Any notice given under this Contract will be in writing.
- 24.2 The University will send any notice to you either by email to your student email address, or if prior to registration, to such other email address which you have provided. Notice may also be sent to either your term-time address/home address. You must keep your details up to date with the Delivery Partner and via MyRegistry.
- 24.3 You must send any notices either by post to the University Secretary at University of West London, St Mary's Road, Ealing, London, W5 5RF, or by email to [University.Secretary@uwl.ac.uk](mailto:University.Secretary@uwl.ac.uk)

## **25. General**

- 25.1 Each of the clauses of these Terms and Conditions operate separately. 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.
- 25.2 These Terms and Conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 25.3 Only you and the University are parties to this Contract. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract.
- 25.4 Failure or delay by you or the University to enforce a breach by the other of the Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that or any other provision.
- 25.5 This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**Updated August 2021**

## **Glossary of Terms**

<b>Academic Regulations</b>	The Regulations that guarantee the standards of all of the University's awards. The Regulations are the responsibility of the Academic Board, and are reviewed and revised annually through the Academic Regulations Review Committee. See <a href="http://uwl.ac.uk/about-us/policies-and-regulations">uwl.ac.uk/about-us/policies-and-regulations</a>
<b>Additional Fees</b>	Any fees which might be payable in addition to the ' <b>Tuition Fee</b> ' these may include residential accommodation, examination fees, travelling expenses, field trip expenses, course materials, or other miscellaneous expenses, which may be related or required as part of your course, for example, chef uniform, additional course materials (this is not an exhaustive list).

<b>Apprenticeship Agreement</b>	A contract entered into between the employer and employee (apprentice) for the purposes of an apprenticeship within the meaning of section A1 of the Apprenticeships, Skills, Children and Learning Act 2009.
<b>Apprenticeship Students</b>	Students undertaking a Higher and Degree Apprenticeship at the University.
<b>Blackboard</b>	Virtual Learning Environment accessible via the UWL Student Portal for course delivery, communication, learning materials, resources, activities and assessments. See <a href="http://www.uwl.ac.uk/blackboardhelp">http://www.uwl.ac.uk/blackboardhelp</a> .
<b>Cancellation/termination of contract</b>	The end of your legally binding agreement with the University regarding your course or degree apprenticeship or research and your permanent removal from your course/degree apprenticeship/research.
<b>CAS</b>	Confirmation of Acceptance for Studies is a document issued by the University confirming an unconditional offer of a place to study at the University and is required for student visa applications.
<b>COVID-19</b>	The disease known as coronavirus disease and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
<b>DBS check</b>	Disclosure and barring service check for criminal record.
<b>Degree (and Higher) Apprenticeships</b>	A degree (or Master) course involving learning and on the job training; and (where applicable) end-point assessment, offered by the University.
<b>EEA</b>	European Economic Area consisting of member countries from EU and Iceland, Liechtenstein and Norway (excluding Switzerland).
<b>EU</b>	European Union countries.
<b>Home Fee Status</b>	Approved to pay Tuition Fees at the home rate.
<b>Home Students</b>	Those students who are eligible to pay Tuition Fees at the home rate based on government regulations for home fees for higher education courses. See guidance of the UK Council for International Student Affairs.

<b>International students</b>	Any Student who requires a visa or other immigration approval in order to study in the United Kingdom.
<b>MyRegistry</b>	'MyRegistry' means the website provided for students to access their student record in order to enrol, re-enrol, update personal details and view results, etc. The website is located at <a href="http://www.uwl.ac.uk/myregistry">uwl.ac.uk/myregistry</a> .
<b>Office of the Independent Adjudicator ("OIA")</b>	an independent body designated under the Higher Education Act 2004, set up to review student complaints. See <a href="http://www.oiahe.org.uk/">http://www.oiahe.org.uk/</a> .
<b>Sponsor</b>	An external organisation such as an embassy, your employer or a government organisation who sponsors a student to undertake a course of study.
<b>Student</b>	A student of the University enrolled to undertake a course of study or research delivered or supervised by the University and includes apprentices, international and home students unless otherwise explicitly excluded or defined separately within the Terms and Conditions.

<b>Student Route visa</b>	The new points-based immigration system introduced on 5 <sup>th</sup> October 2020, for International Students to apply for a student visa to study in the UK. Replaces the Tier 4.
<b>Sub-contracted</b>	Subcontracted provision is where the University approves a delivery organisation to deliver (and sometimes assess) part (or all) of a University course. The University retains direct responsibility for the course content, the teaching and assessment strategy, the assessment regime and the quality assurance. Students have a direct contractual relationship with the University and are University students as well as students of the <b>'Delivery Provider'</b> .
<b>Tuition Fee</b>	Fees charged to Students for delivery of courses and services. Tuition Fees are normally paid at the beginning of each academic year as part of the enrolment process. Tuition Fees do not include any <b>'Additional Fees'</b>
<b>UKVI</b>	UK Visa and Immigration is a division of the Home Office responsible for the UK's visa system.
<b>University</b>	The University of West London, unless otherwise specified.
<b>Unspent criminal conviction</b>	After a certain amount of time (known as a rehabilitation period), a criminal conviction becomes 'spent' and can be ignored. There are different rehabilitation periods depending on how old you were when you were found guilty by a Court and on the sentence or punishment you were given. An unspent criminal conviction is an offence for which the applicable rehabilitation conviction period has not ended and will appear on a basic criminal record check.
<b>Validation</b>	A process by which the University judges a module or course developed and delivered by another organisation and approves it as being of an appropriate academic standard and quality to contribute to, or lead to, one of its awards. Students will have a direct contractual relationship with the delivering organisation <b>'Delivery Provider'</b> and not the University.