



# Terms and Conditions

With effect from the 1 September 2018 for 2019 entry  
Please read these terms and conditions and keep them safe.

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 to 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. Where you are an apprentice student our contract is held directly with your employer regarding the funding commitment to an Apprenticeship programme. The information below provides important information which you need to read and understand before you accept an offer. If you have any queries or questions concerning this information, please contact the Assistant Registrar (Admissions).
- 1.2 You are therefore strongly recommended carefully to read these terms and conditions before accepting any offer.
- 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;
  - [Conditions applicable to the registration of students'](#)
  - [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 and
  - Apprentice Students only: Apprentice Commitment Statement
  - 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 Please note that the Student Handbook and the **other documents which are referred to** in 1.3 above may be updated periodically to reflect best practice or to improve the running of the University and the student experience. This would occur usually annually and coming into effect at the start of the academic year. You are required to abide by such changes whilst you are a registered student.
- 1.6 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.
- 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 the programme of study, 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 that 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 UTT, or who make false or fraudulent 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 false or fraudulent 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 U.K. For more than 6 months you need a Tier 4 visa, 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 the European Union, 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 of study. **If you fail to demonstrate that you have a valid immigration status the University will withdraw you from your programme (without liability to you).**
- 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 Tier 4 visa if you do not comply with Home Office rules, including but not limited to:
- a) You fail to register at the University within 10 days of the start date of your course. It is your responsibility to contact the Admissions Office to let us know if you are going to be delayed.
  - b) your overall attendance is not considered to be acceptable. This can include for example non-attendance on a module and non-submission of work.
  - c) your registration has been terminated, or you withdraw or commence a break in study.
  - d) you successfully complete your programme of study in a shorter period than originally planned.
  - e) you choose to withdraw from your studies or if your registration is terminated by the University, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.
  - f) If the University discovers that you are in breach of visa conditions then you will be withdrawn from the University.
  - g) If your visa is revoked for any reason, the University will terminate your registration on your programme and terminate the 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 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 Apprentice Learners.

- 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 either change or 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 "firm" choice deems the application is unsuccessful following receipt of examination results when 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 to receive an unconditional 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 processed.
- 6.10 For applicants who apply via UCAS, we reserve 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 have 14 days to change their mind and either be released into Clearing or be withdrawn.

## **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, 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 undergo a Disclosure and Barring Service (DBS) check and other checks prior to and post registration. Your offer conditions and/or 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 an 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 the registration with the University.

## **9. Changes to the Programme**

- 9.1 The University will endeavour to ensure that the information provided to applicants on programmes offered is as accurate and up-to-date as possible. The University will consider changes to programmes very carefully, and the University hopes to minimise any changes.
- 9.2 The University undertakes forward planning and, ordinarily, where a decision is taken to cease providing a course or module, or to withdraw from provision at a particular location, registered students currently on course 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 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, and may mean that from time to time, modules are amended to ensure relevance, to reflect feedback from students, external examiners or employers, or as an outcome of evaluation and enhancement activity. Please note that the availability of optional modules are sometimes subject to change (see 10.1 below).
- 9.5 The University reserves the right to make changes to a programme at any time if the changes are required/made for one or more of the following reasons:
- Unplanned absences of key members of academic staff;
  - 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;
  - alter the approach to methods of delivery of programmes such as the timetable, location, number of classes and methods and timings of assessments;

- e) To meet external, professional or accrediting body requirements; and/or
- f) To safeguard academic standards, for example, in response to external examiner feedback.

- 9.6 The University considers significant changes to a programme to include:
- a) A change to the award title;
  - b) A change to the accreditation arrangements;
  - c) Significant changes to the content of your programme such as adding or removing a mandatory module,
  - d) Changes to the method of delivery or method of assessment of your programme such that the overall learning outcomes of your programme are fundamentally different;
  - e) Significant changes to the location at which your programme is taught.

- 9.7 In the unlikely event that the University (i) discontinues or does not provide your programme of study; or (ii) significantly changes the content of your programme, method of delivery or method of assessment of your programme such that the overall learning aims and outcomes of your programme are fundamentally different; or (iii) significantly changes the location at which your programme is taught, and any such change may adversely affect you:
- a) the University will notify you at the earliest possible opportunity;
  - b) 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;
  - c) 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;
  - d) in the event that you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid.

*At the application stage*

- 9.8 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*

- 9.9 If after accepting an offer we consider that a significant change is required to a programme as set out in the prospectus and any such change may adversely affect you:
- a) the University will notify you at the earliest possible opportunity;
  - b) 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;

- c) 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;
- d) 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*

- 9.10 Proposed significant changes to programmes:
- a) would be subject to consultation with student representatives in advance about proposed changes to programmes, and any changes will be communicated to students so that they are aware of any implications affecting their study;
  - b) would be considered by the University to be a variation to the contract in place with you to which your consent would be sought in writing via your university email address;
- 9.11 Most changes to programmes will become effective from the start of the next Academic Year, but in-year changes may be made by the University for reasons beyond the University's control (including but not limited to the reasons set out in clause 9.4).
- 9.12 If you do not consent to a change the University will arrange to discuss the matter with you formally within a reasonable period and seek to find a resolution to which both parties can agree.
- 9.13 If no resolution can be agreed upon within a reasonable period, you have a right to withdraw from your programme. In this situation:
- a) if you are yet to start your course, you must notify the University prior to the start date of your course so that your place may be offered to another applicant;
  - b) on request, the University will use its reasonable endeavours to provide a suitable alternative programme at the University (for which Tuition Fees will be payable) or suggest a suitable programme at an alternative educational institution; and
  - c) If you will not be studying further at the University, the University will refund any Tuition Fees (including any deposit) already paid on a pro rata basis for the unexpired period of the Academic Year for which such Tuition Fees have been pre-paid.
- 9.14 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. Discontinuation or Suspension of Programmes

- 11.1 Prior to a programme starting, the University reserves the right to discontinue or suspend programmes where:
- An insufficient number or quality of applications received mean that the student experience cannot be guaranteed;
  - A commissioning, accrediting or regulatory body or employer withdraws its allocation of places, accreditation, support and/or funding for a programme;
  - The University is concerned about the quality of the programme or the administrative and other supporting services being delivered by its own staff or those of a Partner Organisation;
  - Appropriate numbers of sufficiently qualified staff are not available to deliver the programme;
  - The University and/or a Partner Organisation does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the programme for any reason; and/or
  - The programme is no longer viable for academic, regulatory, legal, market-related and/or financial reasons.
- 11.2 If the University needs to discontinue or suspend a programme, the University will:
- inform applicants and/or students at the earliest possible opportunity; and
  - take all reasonable steps to minimise any disruption to students.
- 11.3 If the University has to discontinue or suspend your programme after an offer has been accepted or at any time during your programme:
- On request, the University will use its reasonable endeavours to provide a suitable alternative programme at the University (for which Tuition Fees will be payable) or suggest a suitable programme at an alternative educational institution;
  - If you will not be studying further at the University, the University will refund any Tuition Fees (including any deposit) already paid on a pro rata basis for the

unexpired period of the Academic Year for which such Tuition Fees have been pre-paid.

## 12. Registration

- 12.1 You are required to register on-line once your place has been confirmed (made Unconditional Firm). This includes a requirement to agree formally to the terms and conditions, regulations, policies and procedures of the University and where applicable funding rules. It is imperative that you familiarise yourself with these documents before you register.
- 12.2 You are required to re- register each academic year that your programme of study runs and that registration should be completed within two weeks of the start of the programme of study.
- 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.
- 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.
- 13.3 The University reserves the right to 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.
- 13.6 Changes are usually made for one or more of the following reasons:
- To review and update the Regulations to ensure they are fit for purpose;
  - To safeguard academic standards, for example, in response to external examiner feedback.
  - To reflect changes in the external environment, including legal or regulatory changes,
  - To reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - To incorporate sector guidance or good practice;
  - To reflect feedback from students; and/or
  - 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 Services and/or the termination of the 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;
  - d) Harassment and Bullying Policy;
  - e) Code of Practice on Freedom of speech;
- 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 Breach of these additional regulations or contractual terms may be treated as a breach of the University's Regulations and may result in the University requiring you to withdraw from your programme, the withholding of Services and/or the termination of the registration with the University.
- 14.4 The University has agreements with Partner Organisations which set out the roles and responsibilities of each in relation to your admission, programme and Services.
- 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 University's or 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; or

- b) circumstances beyond the University's or 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 University 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 of study will take place outside of these hours.
- 16.3 Students are expected to participate fully in their programme of study, engage actively with learning opportunities and take responsibility for their learning. Persistent failure to engage may result in termination of registration. Students will be liable for tuition fee debts for periods during which they were registered.

## 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 within four weeks of registering as a student.

## 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 the applicant/student making an initial application for alternative assessment arrangements.

19.5 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.

19.6 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 will communicate with you via a variety of channels including letter, email 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.

20.4 The University will not pass your email address to any other organisation without your consent unless we are required to do so by law

## 21. Using your personal information

21.1 The University, as a data controller, complies with its obligations under the Data Protection Act 1998 (DPA) as set out in its [data protection and data processing policy](#).

21.2 The University will need to process your personal data (whether supplied by you or by third parties) in relation to your application and it will form part of your student record. By entering into the contract with us, you are consenting to the University to hold and process your personal data including some sensitive personal data. We will process your personal data in accordance with the Data Protection Act 1988, and our policies which are available on the University website and which set out the University's policies on and use of personal data in more detail.

21.3 The University collects, stores and processes personal information (including "personal data" and "sensitive personal data" as defined in the DPA) about its students for the purpose of administering and managing your educational programme and qualifications, and all other services provided by the University, or incidental to the University's operations and status as a Higher Education provider. The types of personal information collected by the University include:

- a) Contact information and other personal information submitted at application, registration or during your relationship with the University, including images for ID and security reasons;
- b) If provided, equal opportunity information used by the University to monitor and implement its equality scheme and strategy;
- c) Emergency contact information which will be used only for emergency purposes relating to the immediate health or safety interests of students and staff. You should inform the individual or individuals named, that you have disclosed their details to the University;
- d) Information generated about you by the University such as academic marks or financial information;
- e) Information provided or gathered for specific services including accommodation provision, library services, welfare and pastoral services, computing facilities;
- f) Information in connection with communications you send us, for example to submit a query or complaint; or where there is disciplinary data held about you.
- g) Information provided by you

21.4 You are responsible for keeping the University informed of any changes in your personal information.

21.5 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.

21.6 The University keeps a record of its past students electronically in perpetuity. The purpose for keeping the records is as an archive of graduates and students who have attended the University.

21.7 The University has a statutory requirement to share some personal information with certain bodies, for



example the following: the Office for Students and their agents; Education and Skills Funding Agency, Department for Education; the Higher Education Statistics Agency (HESA); UK Home Office and their agents; local authorities regarding electoral registration and social security administration; public health bodies. The University may also share personal information with the police or other appropriate investigative authorities with statutory powers, for the purposes of the prevention or detection of crime, or for taxation reasons, to the extent that we judge it to be necessary and proportionate.

21.8 The University works in partnership with certain bodies, and may share information with them to the extent that they require such information. These bodies include:  
Worcester Students' Union for membership purposes; the University's robe makers for gown hire purposes; the University's partner organisations; the Higher Education Funding Council for England (HEFCE), or agents working on its behalf in respect of the National Survey of Students (NSS). The University or its agent will contact completing students as part of the Graduate Outcomes survey. All data collected will be forwarded to the Higher Education Statistics Agency (HESA) and used in anonymised form, primarily for statistical analysis by HESA. Students may also be contacted about a longitudinal survey at a later date, but are able to opt out of this and these surveys are voluntary. The data collected from surveys such as the NSS or Graduate Outcomes will be used by and shared with departments within the University to provide information on student satisfaction, career choice and destination etc. and may be used for internal research. Anonymised information will be used in internal reports and University publications, such as a prospectus, University web pages etc.

21.9 The University may also share some personal information with other bodies on request on an ad hoc basis, for example other educational establishments, sponsor organisations or employers, and in particular where this is of benefit to you. We will get consent from you if necessary.

21.10 The University may take measures to ensure that plagiarism is detected and dealt with, by for instance, providing information to outside agencies for monitoring purposes. This may include sending assessments and/or personal data to countries not governed by EU Data Protection Legislation for the purposes of such investigations.

21.11 The University's alumni office may contact you after you leave the University, either itself or via an agent, for the purposes of keeping in touch, and to make you aware of any events, news or information which you might be interested in. You will be able to opt out of this service.

## 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

he/she creates in the course of his/her studies ("Student IP"), 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 his or her employment.
- e) Where a University employee is concurrently registered as a student, the employee status takes precedence for the purposes of this Policy.
- 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 intellectual property, 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 Nothing in these terms will limit the University's liability to you:

- a) for death or personal injury resulting from negligence (as defined in the Consumer Rights Act 2015);
- b) for fraud or fraudulent misrepresentation
- c) under the Equality Act 2010
- d) under section 57 of the Consumer Rights Act 2015

23.4 Subject to the above paragraph, the University's liability under or in connection with these terms whether arising in contract, tort, negligence, breach of statutory duty or in any other way, will not exceed the total of the programme fees paid and due to be paid by you under this agreement to the University.

23.5 References to legislation include reference to any amendments, extensions or re-enactments of such legislation.

23.6 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; or  
e) loss or corruption of data.
- 23.7 Neither the University nor the applicant/student will be liable to the other arising from matters outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care. This includes but is not limited to a flood, fire, act of God, strikes, other industrial action, staff illness, severe weather, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems). In these circumstances the University is under no obligation to provide such services, however, reasonable steps will be taken to minimise the disruption to those services.
- 23.8 The University's dealings and contracts with students and applicants do not create a contract or other legally binding relationship between the University and anyone else, for example parents, guardians or sponsors.
- 23.9 For the purpose of this section, '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 will be enforceable by any third party
- 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.
- 24.4 If you choose to withdraw or cancel their place after the 14 day period but before registration, the University will allow this with no penalties incurred before registration.
- 24.5 Once registered at the University, you also have 14 days in which to change their 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. Such increases will normally reflect changes in the University's costs for delivering programmes of study.
- 25.3 The fee status of students is assessed in accordance with the relevant UK government regulations. Under the current regulations a student's fee status is assessed as "Home", "Island", "European Union" or "International". 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 or contributed by a third party, evidence of this must be provided at registration by providing a copy of your funding letter or when an Apprentice Student, a signed Employer and Provider Agreement. 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.
- 25.6 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.
- 25.7 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 course. After the 14 day period the deposit is non-transferable and non-

refundable except in circumstances as described below.

- 25.12 The refund of deposits will be made after the deduction of a non-refundable administration fee of £1,000.
- 25.13 If you wish to change your course to another University of Worcester course after the deposit has been paid, the deposit can be transferred as long as you hold an offer for the chosen programme.
- 25.14 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.
- 25.15 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:
- fraudulent activity;
  - errors made by you during the visa application;
  - the incorrect documentation is provided as part of the visa application;
  - insufficient funds to study in the UK, this includes: 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.
- 25.16 If you fail to meet the conditions that may be attached to the offer and are unsuccessful on academic grounds 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.
- 25.17 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 Students who withdraw before the start of the programme, with the exception of students who have paid a non-refundable deposit, may be eligible for a full refund of any tuition fee paid for that year, providing that prior to the commencement of the programme written notification has been received by the University
- 25.21 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 liable up to the date the withdrawal

request is received, failure to do so will result in full liability of fees for the relevant academic year.

- 25.22 Students who withdraw from a programme within the first two weeks of the start date of the programme, with the exception of students who have paid a non-refundable deposit, will receive a full refund.
- 25.23 Students who withdraw from the programme after the first two weeks of the start date of the programme, 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.
- 25.24 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 from registration.
- 25.25 Any outstanding bursary or scholarship payments or similar benefits will not be paid to students who withdraw from the programme of study or interrupt their studies until the next academic year.

#### *Debts*

- 25.26 The University has a [Student Debt management policy](#) which provides information on how the University will manage student debt.
- 25.27 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 of study.
- 25.28 If you are in debt to the University for Charges related to any of the Services provided in association with your programme, e.g. library fines, the University reserves the right to withdraw that Service until outstanding debts are paid.
- 25.29 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 reference and you may be excluded from attending an awards/graduation ceremony.**
- 25.30 Any outstanding debts (including tuition fees and non-academic debt such as accommodation fees) may also be referred to a legal agency for collection.

## **26. Students studying Apprenticeships**

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

- 26.2 All aspects of these Terms and Conditions apply to students undertaking apprenticeships with the University of Worcester with the following exceptions:
- a) Attendance (16) - In such cases as students fail to participate adequately in essential activities leading to termination the apprenticeship, the employer will be informed.
  - b) Disclosure of Criminal Convictions (8) - Unless declared through the University application process;
  - c) Fees, Deposits and Refunds (25) - As specified within the employer contract it is your employers' responsibility to ensure all tuition fees and all other expenses relating to your academic programme are paid. The date on which you give notice 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 Your rights and obligations under these Terms and Conditions end automatically, subject to your rights of internal appeal and the University obligation under the ESFA contract, if your studies with the University are terminated as a result of:
- a) Non-payment of fees by your employer, in accordance with the employer contract.
  - b) For your employer to pay any outstanding fees as specified in 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 of study.
- 27.3 Should the situation arise, any dispute howsoever arising between the University and you will be settled in accordance with English law, exclusively in the English courts.