Terms and Conditions

Terms and Conditions August 2015

All students are required to read the statements listed below and complete the declaration at registration to confirm that they have read, understood and agree with the University of Worcester ('the University') to abide by the undertakings, terms and conditions contained in this document.

This declaration sets out the terms on which the University of Worcester accepts you on to a University programme of study. The details of these terms and conditions are contained in specified University documents, which are available to you. All students register annually and the legal relationships between the University and students are renewed annually at registration. To be registered onto a University programme of study, you must confirm that you will be legally bound by all University terms and conditions.

Registration

- 1.1 I understand that I am required to register each academic year that my programme of study runs and that my registration should be completed within two weeks of the start of my programme of study. I further understand that the university is entitled to terminate my registration if I fail to complete the process in full, which includes tuition fee payment; Disclosure and Barring Service (previously known as Criminal Records Bureau) and medical health clearance where required; verifying my identity and previously attained qualification documents.
- 1.2 I understand that if I have accepted an 'Offer of Place' at the University and I subsequently wish to change the conditions of this offer, for example change the programme of study, mode of study, or my tuition fee status, the University reserves the right to refuse such a request.
- 1.3 I will, at the scheduled place and time, produce my passport and original education qualifications and register for my University of Worcester ID Card which will include an up to date photograph in the correct format.
- 1.4 I understand that I am required to carry my University of Worcester ID Card at all times and to produce it upon request. I also understand that a charge will be levied for a replacement University of Worcester ID Card.
- 1.5 If I am supported by Student Finance England, its regional equivalent, or another approved sponsor I will provide full details and verification at registration. If I am not so supported, I understand that I am responsible for the payment of my own fees, which I will pay annually at registration.
- 1.6 If I register late I am aware that I may incur a late registration charge to cover additional administration costs and charges.

Tuition and Other Fees and Debt

- 2.1 I confirm that I accept responsibility for the payment of tuition and other fees for my programme of study that I may incur while studying at the University.
- 2.2 I understand that tuition fees are subject to an annual fee setting exercise and that the fees for subsequent academic year may be increased. I also understand that should I need to repeat modules that are subject to the academic decisions made about my study, I will be required to pay repeat tuition fees.
- 2.3 I understand that I am liable to pay for any increase in tuition fees resulting from an increase in the number of modules/credits being studied.
- 2.4 I understand that if I fail to settle any tuition fee debts by the due date(s), the University may apply sanctions against me. These sanctions include withdrawal of access to the relevant facilities including: termination of access to ICT facilities and exclusion from my programme of study.
- 2.5 I understand that if I have a tuition fee debt to the University, I cannot register for the next academic year until I have cleared that debt.

- 2.6 I understand that if I have a tuition fee debt to the University, I accept that the University has the right to withhold all award certificates/transcripts and that I may be excluded from attending an awards/graduation ceremony.
- 2.7 I understand that academic references will not be provided whilst I have an outstanding tuition fee debt to the University.
- 2.8 I understand that any outstanding debts may also be referred to a legal agency for collection.

Conduct

- 3.1 I agree to comply at all times with such University rules, regulations and policies, procedures and codes of practice as are in force from time to time including, but not limited to, those concerning conduct, attendance, academic attainment, cheating and plagiarism, discipline, equal opportunities, harassment and bullying, health and safety, University accommodation, fee payment and payment of debt. I understand that if I do not comply with the Regulations, the University may apply sanctions against me including the withdrawal of access to facilities and exclusion from the University.
- 3.2 I agree to abide by decisions resulting from any disciplinary process under the University's regulations and agree, subject to any appeal under the appeal regulations, to comply with any fine, suspension, expulsion or other restriction or sanction resulting from any disciplinary action under the University's regulations and procedures. The University's Student Disciplinary Regulations and Procedures are available on the University website.
- 3.3 I understand that the University's corporate policies, as are in force from time to time, are available on the University's website. I agree to familiarise myself with and comply with such rules, regulations and policies at all times. Copies in other formats are also available upon request from Firstpoint.
- 3.4 I understand that the University reviews and changes these Regulations for each academic year in order to assist the proper delivery of education. The University reserves the right to introduce changes during the academic year when it is in the interest of students.

Equality and Diversity

- 4.1 I understand that the University values the diversity of its staff and students and I will agree to act in accordance with the equal opportunities statement and the University equality scheme and strategy. I understand I have a responsibility as part of the University community to promote equality of opportunity, to help eliminate unlawful discrimination and to promote good relations between different groups.
- 4.2 I understand that the University monitors the implementation of its equality scheme and strategy and that providing the necessary equal opportunities information at registration, while not compulsory, will help this monitoring take place. This will also benefit policy development and action planning.

Disabled Students

- 5.1 I understand that for the University to provide appropriate reasonable adjustments and guidance, I have a responsibility to declare at or before registration any disabilities I have in a timely manner.
- 5.2 I understand that any disability information is held and monitored by the Disability and Dyslexia Service. If necessary, this information will be shared with relevant University staff to enable them to provide advice, support and guidance.
- 5.3 I understand that I am also 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 my disability so that arrangements can be revised if necessary.

Cheating and Plagiarism

6.1 I understand that the University takes the offence of plagiarism extremely seriously, as set out in Procedures for investigation of cases of alleged cheating (as available on the University website).

- 6.2 I understand that 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, and taking any investigation and/or disciplinary action the University deems appropriate.
- 6.3 I give my consent for the University to send my work and/or personal data to countries not governed by EU Data Protection Legislation for the purposes of such investigations.

Students' Charter and Complaints

- 7.1 I note that the University has a Students' Charter and a Students Complaints Procedures (available on the University website) which I must adhere to and follow.
- 7.2 Should the situation arise, I understand that any dispute howsoever arising between the University and myself will be settled in accordance with English law, exclusively in the English courts.

Intellectual Property Rights

8.1 I have read and understood and agree to be bound by the terms of the Intellectual Property Policy of the University. I understand that the Intellectual Property policy needs to be read in detail but effectively the student who generates Intellectual Property in the course of their programme of study and/or research will usually own that Intellectual Property in their own right. Examples of where exemptions apply are described in the Policy.

Change in Personal Data

- 9.1 I understand that the information given during the University's registration process will be used in many areas of my University experience, including details that will appear on my award certificate.
- 9.2 I agree that I will update my address and any other details I have provided during the University's registration process as and when they change via the student portal (SOLE). If I am unable to do this then I will inform Firstpoint.
- 9.3 I understand that a change of name must be supported by documentary evidence e.g. marriage certificate, deed poll.
- 9.4 I understand that the University will not be liable for any out of date information or incorrect information that I have provided and that I 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 my information correct and up to date.

Copyright

10.1 I agree 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.

Data Protection

- 11.1 The University, as a data controller, complies with its obligations under the Data Protection Act 1998 (DPA) as set out in its Data Protection Policy, which are available on the University website and which set out the University's policies on and use of personal data in more detail.
- 11.2 I understand that 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 their 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
- 11.3 I understand that I am responsible for keeping the University informed of any changes in my personal information.
- 11.4 I understand that I am responsible for the upkeep and security of any password which has been issued to me by the University for the use of its systems, and for any password of my own choosing.
- 11.5 I understand and consent to the fact that 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.
- The University has a statutory requirement to share some personal information with certain bodies, for example the following: UK Funding Councils and their agents; the Higher Education Statistics Agency (HESA); UK Home Office and their agents; local authorities regarding electoral registration and social security administration; public health bodies. We 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.
- 11.7 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.
- 11.8 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 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 Destinations of Leavers from Higher Education (DLHE) 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 DLHE 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.
- 11.9 I understand that the University's alumni office may contact me after I leave the University, either itself or via an agent, for the purposes of keeping in touch, and to make me aware of any events, news or information which I might be interested in. I can opt out of this service if I wish.

Partner Organisation Students

- 12.1 Students based at partner organisations following University validated programmes taught at partner organisations are required to conform to the University's registration process.
- 12.2 Students based at the partner organisations will be subject to the disciplinary regulations of the partner organisations. However, it is the University's academic rules and regulations (which are available on the University website) which apply to all academic matters. (The University's guidelines on cheating and plagiarism apply to all assessments within a programme of study validated by the University).

Student Communications

- 13.1 I note that the University will channel all formal student communications through my University of Worcester student email account and via the Student Portal (SOLE) which could include information about tuition fees, registration, examinations and notification of formal results.
- 13.2 I understand that important announcements and information will be broadcast on the University Student Portal (SOLE). I will check the University Student Portal on a regular basis to keep myself informed on University matters.

International Students

- 14.1 I understand that the classification for payment of International student tuition fees will be determined in accordance with The Education (Fees and Awards) Regulations 1997 (S1 No 1972) and any subsequent amendments, or replacement regulations.
- 14.2 I understand that it is my responsibility to ensure that I have obtained all necessary immigration clearances to complete my studies at the University and am in receipt of an appropriate visa for the purposes of full-time study on a programme.
- 14.3 I understand that I am required to provide evidence of any visa application during my studies and the outcome of any visa application within 10 working days of the outcome.
- I understand that if I am refused the necessary immigration clearance to complete my studies, the University has the right to terminate my registration as a student on a programme of study. I also note that in such circumstances I will be charged for the tuition I have received.
- 14.5 To enable the University to meet the compliance requirements as a Tier 4 Sponsor, in accordance with Tier 4 immigration regulations, I understand that the University will retain copies of the following documents, for all non-EEA nationals: passport, visa and/or ID card; record of my contact details. For Tier 4 students, qualifications are also required.
- 14.6 I understand the University is required to monitor the attendance of students with a Tier 4 visa and is expected to report to the UKVI if:
- a) I fail to complete the University's registration process in time;
- b) I am absent from the University without consent;
- c) My circumstances change;
- d) I change programme or the period of study becomes shorter or longer;
- e) The University is no longer my sponsor;
- f) It has evidence that I am breaking the terms of my visa;
- g) I interrupt or withdraw from my programme of study; or
- h) The University interrupts or withdraws me from my programme of study.

Students Union

15.1 I understand that I will be a full member of the Students Union unless I choose to opt-out by writing to the Pro Vice Chancellor (Students) within four weeks of registering as a student.

Withdrawal / Temporary Withdrawal

- 16.1 I understand that I must inform the Student Records, Registry Services, in writing if I wish to withdraw from my programme of study or temporarily withdraw from my studies until the next academic year, 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.
- 16.2 I understand that any outstanding bursary or scholarship payments will not be paid if I withdraw from my programme of study or interrupt my studies until the next academic year.