

## Student Terms and Conditions 2021/2022 AY

### 1. Introduction

- 1.1 These Terms and Conditions apply to students taught by the University of West London.
- 1.2 There are 2 exceptions as follows:
  - 1.2.1 Where you are enrolled as a student of the University, but your course is delivered in whole or in part by another provider in collaboration with us (“**Delivery Provider**”), you will be bound by our Student Partnership Terms and Conditions, in addition to the Delivery Provider’s terms and conditions.
  - 1.2.2 Where you are enrolled on a Police Education and Qualification Framework (“**PEQF**”) related course of **apprenticeship** with the University, you will need to comply with the PEQF Terms and Conditions here.
- 1.3 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 of West London (“**University**”) is formed when you accept an offer of a place at the University. If the offer is conditional, this will be the date that you have fulfilled all of the conditions specified in our offer letter.
- 2.2 You should read these Terms and Conditions very carefully as they set out the basis of your contract with the University. 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 and the University need to abide by.
- 2.3 When you accept an offer of a place of study at the University, you acknowledge that you will need to comply with all the obligations of your contract. Other than your requirement to pay Tuition Fees which will arise when you have enrolled with the University (as set out in clause 3.4), all other obligations will apply to you, including compliance with these Terms and Conditions, the Student Charter, Student Code of Conduct, and all the Rules, Regulations, Policies and Procedures of the University.
- 2.4 The duration of your contract with the University is the whole duration of your course of study or research.
- 2.5 The contract will comprise the following:
  - 2.5.1 these Terms and Conditions;
  - 2.5.2 your offer letter and the declarations you make during your online enrolment;
  - 2.5.3 the course prospectus for the respective academic year on which the offer was accepted;
  - 2.5.4 the Student Charter, Student Code of Conduct, and Academic Regulations; and

2.5.5 all the Rules, Regulations, Policies and Procedures of the University as amended from time to time ("**Contract**").

### **3. Enrolment**

3.1 You are required to enrol with the University at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the University, 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 University has the correct personal details for you;

3.2.2 provide proof of your identification and qualifications;

3.2.3 where applicable, provide proof of your immigration and fee status;

3.2.4 confirm your agreement to abide by the University's Rules, Regulations, Policies and Procedures, and

3.2.5 pay your Tuition Fees/confirm who is paying your Tuition Fees.

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 course;

3.3.3 you have met the relevant progression requirements for the previous years of your 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 Tuition Policy to ensure that you are fully aware of this liability.

### **4. Tuition Fees and Payment**

4.1 The University charges Tuition Fees for delivery of its courses and services. You will be informed of your Tuition Fee as part of your offer letter.

4.2 Home Students, you will be required to demonstrate and provide evidence of your eligibility for Home Fee Status prior to or at enrolment.

4.3 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 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 University, you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the University in accordance with the Tuition Fee Policy.

4.5 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.

4.6 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.

4.7 If you do not pay the Tuition Fees in accordance with the University's Tuition Fee Policy, you may not be able to access University facilities and services or be eligible for benefits awarded

such as scholarships and bursaries from the University. The University also reserves the right to withhold your results and to not permit you to graduate,

- 4.8 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 in your offer letter.

## 5. If you Want to Leave your Course

### Cancellation before Enrolment – Statutory Right of Cancellation

- 5.1 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 University ("**Cancellation Period**"). Whether you receive an unconditional or conditional offer, 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 **Tuition Fee** Policy.
- 5.2 You must inform the University of your decision to cancel within the Cancellation Period by writing to us:

#### For Home Students:

Write to the University's **Admission Office**, the University of West London, St. Mary's Road, Ealing, W5 5RF, or email the University's Admissions Office at [undergraduate.admissions@uwl.ac.uk](mailto:undergraduate.admissions@uwl.ac.uk). Telephone 0208 231 2220.

#### For International Students:

Write to the University's **International Office**, the University of West London, St Mary's Road, Ealing, E5 5RF, or email the University's International Office at [int.app@uwl.ac.uk](mailto:int.app@uwl.ac.uk). Telephone +44 208 231 2947.

- 5.3 If you call to inform the Admissions Office/International Office of your decision to cancel the offer of a place to study at the University, you must also confirm in writing either by email or letter.
- 5.4 If you applied to the University via UCAS, you will receive a notification of the cancellation through UCAS. If you applied directly to the University, we will notify you of the cancellation in writing by email or letter addressed to your correspondence address.
- 5.5 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.

### Termination of Contract by you

- 5.6 In addition to your statutory right of cancellation, you may withdraw from your course and terminate this Contract at any time. To withdraw from the course you must give notice, in writing to the University. You should contact your course leader and school office to initiate the process for withdrawal.

- 5.7 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 school office.
- 5.8 If you withdraw part way through your course, you must pay the Tuition Fees in accordance with the Tuition Fee Policy.
- 5.9 Any refund which may be due to you will be in accordance with the terms of the University's Tuition Fee Policy.

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

- 6.1 The University may withdraw your offer or 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 to the University 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 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 University's disciplinary 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;
  - 6.1.9 where applicable, you do not disclose any relevant unspent criminal conviction;
  - 6.1.10 International students – your application for a visa is refused or your visa is curtailed (cancelled), or you fail to comply with your obligations under student visa and/or UKVI obligations, or the University's requirements and instructions in this area as set out in clause 11;
  - 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 or the University:
  - 6.3.1 the University shall be entitled to refuse to enrol you on your 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 course and to leave the University immediately (if, at the date of termination, you have enrolled);
  - 6.3.3 you are required to return to the school office, your UWL Student Identification Card issued to you on enrolment, together with all property owned by the University;
  - 6.3.4 you must pay all outstanding fees due to the University immediately;

## 7. The University's Obligations to you

- 7.1 The University will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant course specification and other publications such as the prospectus and the University's website for the applicable academic year.
- 7.2 The University will use its reasonable efforts to provide you with appropriate access to its facilities and student support services including:
- 7.2.1 Library and suitable learning resources, including online learning resources;
  - 7.2.2 IT infrastructure;
  - 7.2.3 Pastoral support;
  - 7.2.4 Confidential disability advice and support (see clause 12 for further details), and
  - 7.2.5 Careers, employability and placement advice and support (together "Student Services")
- 7.3 Our facilities (e.g. library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements, or health and safety concerns, or other circumstances beyond our reasonable control. We will make reasonable efforts to maintain facilities to a reasonable level, and wherever possible, will minimise disruption.
- 7.4 The University reserves the right to make changes to the mode of delivery of Student Services at any time in response to events beyond its control, and/or in circumstances where it is necessary to comply with the law and/or government guidance and/or instructions. Where such changes are made, we will always provide you with notice.

## 8. How we Communicate with you

- 8.1 When you enrol, we will create a **student email account** for you. The University will use this account to communicate with you, and it is important that you check your inbox regularly.
- 8.2 The University may also communicate with you via letters and online notices on **Blackboard** and the **Student Portal**. You should ensure that you keep your details up-to-date through **My Registry** and also that you check Blackboard and the Student Portal regularly.

## 9. Changes to your Course

- 9.1 The University will use all reasonable efforts to deliver the course in accordance with the course specification.
- 9.2 However, to ensure that the University's 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 course;
- (b) reasonable changes to the content and syllabus of your course, including in relation to optional placements, to ensure that the 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 course aims;
- (d) changes to module credit value;
- (e) changes to method of delivery;
- (f) discontinuance of a 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 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 an offer at any time before it is accepted.

9.5.2 If the University is required to make a change to any aspect of the offer prior to acceptance, the University will use reasonable endeavours to:

- (a) inform you at the earliest opportunity possible;
- (b) provide details of what has changed and why the change was made; and
- (c) take 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 course prior to enrolment**

9.6.1 If between the time of your acceptance of an offer and before enrolment it is necessary to make major changes to your course, the University will use reasonable endeavours to:

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

9.6.2 If the major change to your course, prejudicially affects you, and you no-longer wish to enrol on the course, the University will use reasonable endeavours to find you a suitable alternative course within the University for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the course without any liability to the University for Tuition Fees (even if the Cancellation Period has expired) The University will reimburse you for any tuitions fees you have paid to date.

## 9.7 Major changes to course after enrolment

9.7.1 The University will usually not make major changes to its 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 course, the University will use reasonable endeavours to:

- (a) inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- (b) consult you on the changes and give you an opportunity to provide feedback;
- (c) will attempt to minimise any adverse impact on you; and
- (d) if necessary and appropriate, explore with you the opportunities for transferring to another suitable course either at the University or elsewhere, and ensure 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 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 course without any liability to the University for further Tuition Fees.

9.7.3 In exceptional circumstances, such as the COVID-19 pandemic, the University 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 University 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 course

### Prior to enrolment

9.8.1 If the University discontinues a course, prior to enrolment, the University will use reasonable endeavours to offer where applicable, the following options:

- (a) transfer the offer to a suitable alternative course within the University for which you are qualified;
- (b) defer the offer until the next available intake; or
- (c) terminate the Contract and withdraw from the course without any liability for Tuition Fees (even if the Cancellation Period has expired). The University will reimburse you 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 course after your enrolment due to any exceptional and unforeseen circumstances, it will undertake this in line with the Student Protection Plan [here](#). Wherever possible we will try to teach-out your course even if we have to make adjustments to the way we deliver it.

## 10. Your obligations to the University

- 10.1 You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented informed may be liable to expulsion from the University).
- 10.2 As a student member of the University Community, you agree to behave respectfully to all other members of the community.
- 10.3 You must familiarise yourself with and adhere to all University regulations, policies, procedures and codes of practice that are published on the University's website 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. We will let you know where any changes are made.
- 10.4 By accepting our offer, 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.
- 10.5 You are expected to take responsibility for your studies, including attending all scheduled teaching, examinations, and submission of assessments.
- 10.6 You must comply with your obligations as outlined in the **Student Charter** available here [\[see Charter Policy\]](#) and the **Student Code of Conduct** available online [here \[see Code of Conduct\]](#). The **Student Charter** and **Student Code of Conduct** contain important information about the expectations that the University has of you as a student, and the relevant procedures and processes to be followed. This requirement extends to any halls of residence or accommodation managed by or on behalf of the University.
- 10.7 You must take reasonable care of yourself and your safety, and the health and safety of other members of the University community and will co-operate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.
- 10.8 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 **Student Disciplinary Regulations** available [here \[see Disciplinary Regulations\]](#). For cases of academic misconduct including cheating, you will be subject to the **Academic Misconduct Regulations** available [here \[see Academic Offences\]](#).
- 10.9 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 and University Obligations

This clause is relevant to International Students.

- 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, any University policy, regulations, and/or procedures relating to UKVI student visas, during the course of your studies at the University.
- 11.2 The University has the right to withdraw you from the course, if:



- 11.2.1 you do not have 'leave to remain' in the UK, to allow you to study on a university course;
- 11.2.2 you do not co-operate with all our reasonable requests for information or documentation to enable us to comply with our UKVI obligations;
- 11.2.3 you are not compliant with the conditions of your visa and/or immigration rules;
- 11.2.4 you do not comply with any policy, regulations, procedures we have relating to UKVI student visas;
- 11.2.5 any action or omission by you puts our UKVI licence at risk.

Where you are sponsored under the Student Route, the University will also be required to notify the UK Home Office accordingly.

- 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 The University will only provide a CAS to applicants who meet the criteria set out in the Home Office Immigration Rules. This will be assessed at the point of application for a CAS. The University reserves the right not to issue a CAS to any student on credibility grounds, or who does not have the required finances, or has criminal convictions which bar them from being issued a visa. This applies to applicants and current students who are applying for an extension to their visa or applying for further study.
- 11.5 The University is required by the UK Home Office to report to them any instance of non-attendance, period(s) of unauthorised absence, change of course, withdrawal/discontinuation of study, early completion, and work placement details for Student Route sponsored students (not exhaustive list). You have an ongoing duty to keep the University informed of any changes immediately.
- 11.6 If you provide false or misleading information/supporting documents in relation to your application and/or enrolment for a Student Route visa, or other visa, the University will withdraw its sponsorship for your studies and will notify the UK Home Office. In these cases, it will retain any deposit, or in the case of enrolled students, the Tuition Fees paid in lieu with our Tuition Fee policy.

### **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 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 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 University 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, your Contract will be terminated.

### **EU/EEA Students**

- 11.8 EU or EEA 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 and EEA citizens, and their eligible family members to obtain immigration permission to remain in the UK after 31<sup>st</sup> December 2020) in order to remain in the UK for their studies. New and

continuing students from the EU or EEA will need to be able to demonstrate their settled or pre-settled status.

- 11.9 For those EU or EEA 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 Wellbeing Team at the University so that these can be provided to you. Any information you provide will be treated as strictly confidential. Further information is available at <http://www.uwl.ac.uk/students/support-services-for-students/disability-support>.
- 12.2 You are encouraged to contact the Wellbeing Team as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

## **13. Attendance, engagement, assessment and progression and other requirements to remain on the course**

- 13.1 In order to succeed on your course, you will need to attend scheduled classes on campus and engage with online sessions and materials. The University will monitor student attendance and engagement to identify, improve and support student experience, engagement and progression during the course of your studies.
- 13.2 The attendance and engagement of students on a Student Route visa will be monitored for the additional purpose of ensuring that the visa requirements are met. Any student with a Student Route visa who does not attend, will have their sponsorship withdrawn and this will be reported to the UK Home Office.
- 13.3 Payment of bursaries and scholarships from the University will depend upon your continued engagement and progress at the University.
- 13.4 You must submit assessments as required and as outlined in your module study guides.
- 13.5 Students who fail their modules, or who do not submit to assessment, may not be able to progress as outlined in the **Academic Regulations**.
- 13.6 Students on courses leading to professional registration or a professional qualification, including, but not limited, to Nursing, Midwifery, Operating Department Practice and Paramedic Medicine, Social Work and Policing, may have additional attendance and non-academic requirements that they are required to meet to remain on the course. These are detailed at admissions and in the course handbook.

## **Apprentices & Sponsored Students**

- 13.7 If you are on an apprenticeship or where we have an agreement with your sponsor, the University will be required to inform your employer/sponsor of your attendance and assessment results.
- 13.8 Where your 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 course and terminate the Contract. In some instances, where applicable, you may be able to complete your course as a non-sponsored student or in the case of an apprenticeship degree, complete the degree with the apprenticeship element); alternatively, the University may offer you a suitable alternative course (where one is available) for which you are qualified, subject to payment of the applicable Tuition Fees.

## **14. Placements**

- 14.1 If you are on a course with an integrated placement, the University 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 University.
- 14.2 If you fail to secure a placement, you will 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 and a Disclosure and Barring Service (“**DBS**”) check will be required. Any disclosures will be considered under the **Regulations for the consideration of Criminal Convictions for Courses Leading to a Professional Registration** available [here \[see Disclosure and Barring Service Screening Regulations for Students on Courses leading to Professional Registration\]](#).
- 15.2 You have an ongoing obligation as an enrolled student to inform the University immediately if you receive any criminal conviction following your DBS check. This disclosure will be considered under the **Fitness to Practise Regulations** available [here](#).
- 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, you must disclose any relevant unspent criminal convictions. You should declare these in writing to Head of Admissions, University of West London, St Mary’s Road, London, W5 5RF.
- 15.5 Relevant unspent convictions include those involving violence, sexual abuse, firearms, drugs and arson. The University will consider whether such convictions pose a risk to other members of the University and may withdraw your offer on this basis. Such disclosures will be dealt with in accordance with the **Consideration of Applicants and Students with a Criminal Conviction Regulations** available [here](#).
- 15.6 As a student, you have an ongoing duty to inform the University immediately of any unspent criminal charges or convictions received. Consideration of criminal convictions will be undertaken according to the **Regulations for the Consideration of Applicants and Students with a Criminal Conviction** and may be subject to the **Student Disciplinary Regulations** available online [here \[see Disciplinary Regulations\]](#).
- 15.7 A DBS check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children. How any convictions will be treated will be made clear to you at the time of submitting for your DBS check.

- 15.8 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.
- 15.9 Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the University under clause 6.1 below.

### **UKVI Student Route applicants**

- 15.10 The Home Office will not grant a visa to any person who has been given a conviction resulting in a prison sentence until at least 5 years has elapsed and longer for sentences over 12 months in accordance with the grounds for refusal [available here](#). The University will not be able to sponsor any applicant or student who has a conviction which would debar them from entry to the UK.

### **16. Insurance**

- 16.1 The university has appropriate public liability insurance. It will also provide insurance for all your activities as part of your course including any fieldtrips you undertake with the University. However, you should ensure that you insure your personal belongings which are brought into the University at your own risk. You may also be required to take out other types of insurance, for example, health insurance while on overseas placement.

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

- 17.1 By accepting an offer of a place at the University and entering into this Contract, you understand that the University and its partners, or agents, will process your personal data in
- 17.2 The University needs to collect, hold and process your personal data for the purposes of administering and managing your course 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.
- 17.3 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](#).
- 17.4 The University uses learning analytics to support you in your studies. This means that the University uses data about you including you age, ethnicity and gender and also your study behaviours drawn from your attendance and usage of Blackboard, the University's virtual learning environment, to predict which students may need additional support. More information on the Learning Analytics Policy is available [here](#).

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

- 18.1 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
- UK Home Office
- Local authorities for purposes of elections

18.2 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).

## 19. University of West London Students' Union

19.1 The University of West London Students' Union ("UWLSU") represents students at the University and by enrolling at the University you will be automatically made a member of UWLSU. If you wish to opt out from this membership, please inform UWLSU in writing at [uwl.su@uwl.ac.uk](mailto:uwl.su@uwl.ac.uk).

19.2 In order to process your membership of UWLSU, the University provides data to the Students' Union. This is detailed in the **Student Data Privacy Notice**.

## 20. Intellectual Property and Copyright

### Undergraduate and Postgraduate taught courses

20.1 All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their course, normally belong to you ("**UP Student IP**"), subject to certain exceptions. These exceptions, include collaborate work, will normally include projects and dissertations where the work has been supervised by staff and creative and design projects, and this will be highlighted in the appropriate Module Study Guide. Full details are set out in the **Intellectual Property Rights Policy and Guidelines for Students** available [here](#).

20.2 For the purposes of teaching, research, internal administration, and other non-commercial use, you grant the University the ability to use your assessments where you have created intellectual property.

20.3 Where the University is involved in the commercialisation of UP Student IP, you will be entitled to a royalty, and the amount will be determined under the University's IPR Profit share scheme, as set out in the Student Intellectual Property Rights Policy.

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

### Postgraduate Research Students

20.5 All intellectual property rights developed by postgraduate research students during the course of your studies and/or research, will belong to the University ("**UWL Postgraduate Research IP**"). For further details please see **Intellectual Property Rights Policy and Guidelines for Students** available [here](#).

20.6 You will be required to assign all UWL Postgraduate Research IP to the University. In return, you will be entitled to a share of any profit generated from the UWL Postgraduate Research IP in accordance with the University's IPR Profit share scheme and Student Intellectual Property Rights Policy.

20.7 The University will grant a non-exclusive royalty free license to you of the UWL Postgraduate Research IP generated by you for the duration of your registration at the University.

## **Apprenticeship Students**

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

## **21. Copyright**

- 21.1 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.

## **22. Feedback and Complaints**

- 22.1 We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys, and the Course Committee, to help us improve our services to you.
- 22.2 If you are an applicant to the University, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with **the Admissions and Recruitment Policy** available [here](#).
- 22.3 If you are an enrolled student of the University and you have an issue with your course or a particular service, you should raise this in accordance with the **Student Complaints Procedure** (available [here](#)) which comprise 3 stages to the complaint process. If the complaint remains unresolved after exhausting the University's internal complaints procedures, 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](#).

## **23. Force Majeure**

- 23.1 The University will do all that it reasonably can to provide educational services as described on its website and/or in the course prospectus, or other documents issued by it to appropriately enrolled students. Sometimes, circumstances beyond our control, mean that we cannot provide such educational services. This might be because of, for example:
- 23.1.1 industrial action by University staff or third parties;
  - 23.1.2 the unanticipated departure or absence of key members of University staff;
  - 23.1.3 significant changes to Higher Education funding;
  - 23.1.4 the acts of any governmental or local authority;
  - 23.1.5 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;
  - 23.1.6 severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.
- 23.2 In these circumstances, the University will 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.

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

- 24.1 The University does not limit its liability arising from:

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

24.2 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:

- 24.2.1 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;
- 24.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- 24.2.3 death or personal injury that is not caused by negligence of the University or its officers, employees, or agents;
- 24.2.4 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;
- 24.2.5 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.

- 24.3 Subject to clause 24.1, 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 course.
- 24.4 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 welfare services and other costs (including but not limited to access to the University's library, online resources, pastoral and career services) 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.

## **25. Notices**

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

## **26. General**



- 26.1 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.
- 26.2 These Terms and Conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 26.3 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.
- 26.4 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.
- 26.5 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 June 2021**

## Glossary of Terms

<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>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 assessed by the University as being 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>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>UKVI</b>	UK Visa and Immigration is a division of the Home Office responsible for the UK's visa system.
<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.