



## Terms and Conditions of Offer

Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the University.

### Payment of Fees

1. It is your obligation to make arrangements at the beginning of your programme for the payment of your fees.
2. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of your programme (including repeat years), unless (for each year of your programme) you have either:
  - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
  - [you have applied for and obtained a discount or remission of fees].
3. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Office by the required date.
4. If you enrol on the basis that you are or will be applying for a tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.
5. If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the University's fee policy.
6. Full details of the University's Fee and Credit Control Policy can be found at <http://www.staffs.ac.uk/legal/policies/>
7. For each course of study, the University will publish and charge tuition fees for the duration of the course. In relation to the second and subsequent years of a course, any increase in fees from the published amount will be expressed not as a specific amount but by reference to the RPIX, which is a measure of inflation. The RPIX is published by the Office for National Statistics. Tuition fees in second and subsequent years will therefore increase in line with inflation as measured by the RPIX and the tuition fee will be increased by reference to the percentage change in the RPIX over the recent 12 months. The University will notify students of any increase as early as possible before progression to the second or subsequent years, and in any event no later than the end of June preceding the relevant academic year.

### Accuracy of Information

8. By accepting the offer of a place at the University you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge.
9. The provision of false or misleading information may render your admission and enrolment invalid and will entitle the University to terminate its contract with you in accordance with the Admissions Framework.

### Communications to and from the University

10. On enrolment, you will be allocated a University email account. All email communications from the University will be sent to that account and you are expected to use that account for all communications with the University. You are expected to check your University e-mail account regularly [and in any event, once a week.].

## University Regulations

11. By accepting the offer of a place at the University you agree to comply with the provisions of the Charter, Statutes, Ordinances and Regulations and such other rules and regulations as the University makes for its students from time to time ("the Regulations"). The Regulations can be found at [www.staffs.ac.uk/legal/policies](http://www.staffs.ac.uk/legal/policies)
12. Key provisions of the Regulations of which you should be aware include:
  - (a) The University's expectations as regards student attendance and academic progress, as set out in the Student Attendance and Engagement Procedure. Failure to meet these expectations may mean that you are not permitted to progress on your course.
  - (b) The University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the Unfair Practice Procedure. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
  - (c) The University's rules regarding payment of sums due to the University, which can be found in the Procedure for the Payment of Tuition Fees. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
  - (d) The University's expectations of student behaviour, as set out in the Student Discipline Procedure. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
  - (e) The Student's Fitness to Study Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
  - (f) The University's rules governing fitness to practise, as set out in the Students' Fitness to Practise Procedure, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
  - (g) The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these programmes, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.
  - (h) The requirement for students of all programmes to declare, through the process of annual enrolment as to whether they have received a criminal conviction.

## Changes to University Regulations

13. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
  - (a) To review and update the Regulations to ensure they are fit for purpose;
  - (b) To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (c) To incorporate sector guidance or best practice;
  - (d) To incorporate feedback from students; and/or
  - (e) To aid clarity or consistency of approach.
14. The University will consult with the Students' Union before making any substantive changes to the Regulations.
15. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional

circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

16. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

### **Variation**

17. The University will make all reasonable efforts to deliver programmes and research opportunities leading to its awards as described in materials published by the University.
18. The University reserves to vary arrangements in exceptional circumstances which are beyond the University's reasonable control. Examples of such circumstances may include:
  - (a) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious diseases;
  - (b) fire, explosion or accidental damage;
  - (c) collapse of building structures, failure of machinery, computers or vehicles;
  - (d) labour disputes, including strikes and industrial and other action;
  - (e) interruption or failure of utility service, including but not limited to electric power, gas or water;
  - (f) the acts, decrees, legislation, regulations or restriction of any government;
  - (g) the unexpected absence or departure of a key member of staff;
  - (h) where the numbers recruited to a programme and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.
19. Where such events occur the University will seek to minimise the impact on the student learning experience by, for example:
  - (a) delivering a modified version of the same programme; or
  - (b) by making available to affected students such learning or other support and other services and facilities as it considers appropriate; or
  - (c) offering affected students the opportunity to transfer to another programme or to withdraw and be given reasonable support to move to another university.
20. The University will provide continued assurances of the standard and quality of the award. Students will be informed of any changes to learning support, services and facilities by the University as soon as is practicable.
21. In addition to the circumstances described in paragraph 17 above, the University will be entitled to make reasonable changes to its programmes where that will enable the University to deliver an equivalent to or better quality of educational experience to students enrolled on the programme. Examples of such circumstances may include:
  - (a) the content and syllabus of the programme where developments in the subject area make that necessary;
  - (b) the location of the programme;
  - (c) the method of delivery of the programme.
22. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes a programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another programme or, if required, to withdraw and be given reasonable support to move to another university.
23. The University does not exclude or limit in any way its liability for:
  - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation.
24. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## **Cancellation Rights**

### RIGHT TO CANCEL

25. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.
26. To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). The University is very happy for you to just send an email to [central-admissions@staffs.ac.uk](mailto:central-admissions@staffs.ac.uk)
27. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### EFFECT OF CANCELLATION

28. If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
29. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

30. If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the University's Fees Policy.

### COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

31. If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's Fees Policy.

## **General**

32. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
33. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
34. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.