

2016/17 Terms and Conditions of Admission to University of Gloucestershire undergraduate Degrees (with Foundation)

1. INTRODUCTION

- 1.1 The terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (as amended from time to time); (ii) your offer letter from INTO on behalf of the University of Gloucestershire (also known as the University) ("**Offer**"); and (iii) the University and INTO online prospectuses as at the date of the Offer, form the contract between you and the University in relation to your studies on a University programme detailed in your Offer (the "**Contract**") as at the point at which you accept your Offer.
- 1.2 In accepting an Offer, you agree and acknowledge that the University may subcontract its obligations under these terms and conditions (and the Contract) to INTO who will deliver and support you during Year 1 (Academic Level 3) of your programme and during the application/admissions process. The University shall remain liable to you for the actions or omissions of the INTO as if they were its own.
- 1.3 If you have any questions or concerns about these terms and conditions or the Contract, please contact Admissions, University of Gloucestershire, Cheltenham, GL50 2RH (Tel: 0844 801 1 100 or email: admissions@glos.ac.uk).
- 1.4 You reaffirm your acceptance of these terms and conditions (and the terms of the Contract) when you enrol annually.
- 1.5 When you accept an Offer, you agree to comply with, and be bound by, the Contract including the following regulations, policies and procedures (as amended from time to time and as applicable to you) should you become an enrolled student:

Year One (Academic Level 3) of the Programme:-

- 1.5.1 [INTO's Terms and Conditions](#) (excluding clause 2d)
- 1.5.2 Academic regulations for [Taught](#) and [Research](#) provision (as appropriate)
- 1.5.3 Student [Code of Conduct](#) and the expectations described in the [Student Charter](#)
- 1.5.4 [Disciplinary Procedure for Student Matters.](#)
- 1.5.5 The Tuition fee policy/procedures as set out below:-

Tuition fees and payment

a. The balance of the invoice including tuition fees payable for the Course, enrolment fee and any insurance fees (if applicable) payable must be paid to INTO no later than six weeks prior to the start date of the Course (which is stated in the Offer Letter). Details of indicative course dates are included in this brochure.

b. The invoice including tuition fees, enrolment fee and insurance fees (if applicable) must be paid in full in pounds sterling by cheque, banker's draft, bank transfer, credit card or debit card.

c. If bank, credit or debit card charges are incurred by INTO on such payments, where these charges have been incurred through no fault of INTO, these will be re-invoiced to the Student's account so that INTO receives the payment in full.

d. All deposits (payable for tuition, accommodation and insurance) required to be paid are non-refundable unless the Student is unable to meet visa entry requirements (in which case the Student will be required to provide an official visa rejection letter to INTO – further details of which are set out in section 9 below) or meet conditions of offer (details of which are set out in section 10 below).

e. Any variation to standard payment terms will only be made by prior agreement in writing by the Centre Director of the INTO Centre.

f. The prices stated in this brochure are valid for confirmed bookings (with payment) received by INTO on or after [1 January 2016]. Tuition and accommodation fees change on 1 September each year. However, any increased fees are published in January so as to ensure that Students have adequate notice of any proposed increases prior to September. Please contact INTO for further details or visit the website.

Overdue fees

a. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of Barclays Bank per month or part thereof from the due date (either six weeks prior to course commencement or date of receipt of visa) until payment.

b. INTO reserves the right to withhold any academic results or certificates, if fees are still owed by the Student at the end of their Course.

c. Fees remain payable if a 'notice of withdrawal' has not been given in accordance with these Terms and Conditions.

Tuition Fee Cancellation charges

a. If the Student wishes to cancel their place on the Course prior to the Course commencing, then, unless such cancellation is due to visa refusals, and/or academic and/or English Language conditions on the Student's Offer Letter not being met, the following charges apply:

Tuition fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after course commencement: cancellation fee of one term's full fees

Accommodation fee cancellation charges:

Four weeks or more before commencement: cancellation fee of £500

Less than four weeks before commencement: cancellation fee of £1000

Cancellation after commencement: cancellation fee will be the entire balance of the accommodation fee owed by the Student

b. Cancellations must be made in writing to the INTO Admissions Office, One GloucesterPlace, Brighton, BN1 4AA. Cancellations will become valid on the day the written notice is received by INTO.

c. Cancellation charges will be deducted from the deposit and/or tuition fees paid by the Student or, if no deposit and/or tuition fees have been paid by the Student, INTO will invoice the Student for the cancellation charges. Payment shall be due within 30 days of the date of such invoice.

d. Cancellation of a Course results in the cancellation of any Uniplan Insurance policy.

We will refund your premium less:

- i) a charge for the period you have been insured, unless you have travelled, or a claim or an incident likely to give rise to a claim has occurred, in which case no refund will be due; and
- ii) a £25 administration charge.

Cancellation or deferral because of Visa refusal/Visa delays

- a. Students are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non receipt of a necessary visa providing that the Student informs the INTO Admissions Office in writing and sends evidence to INTO of the visa refusal or that the Student advises INTO that they have not yet received the relevant visa from the Embassy as early as possible and in any event no later than two weeks after the Student's proposed Course start date.
- b. Cancellation charges for Tuition Fees will not be incurred in the circumstances described in paragraph (i) above provided that the Student complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded accordingly. Failure to provide the relevant information in the timescales set out in paragraph (a) will result in normal cancellation charges applying as set out above no fees already paid will be refunded.
- c. If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the Student then, notwithstanding paragraph b (immediately above), the Student shall be liable for full deposit which will become non-refundable and the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

Cancellation because conditions of offer are not met

- a. If INTO's offer to the Student is conditional upon the Student meeting the requirements set out in the Offer Letter. INTO reserves the right to withdraw its offer to the Student if the requirements of the Offer Letter are not met.
- b. If a Student does not meet the conditions of the Offer Letter (Academic or English language), provided that the Student informs INTO in writing and sends evidence that the conditions have not been met as early as possible but at least four weeks before the Course start date, no cancellation charges will be payable by the Student to INTO. This information must arrive at the INTO Admissions Office in the UK no later than four weeks before the Course start date or the day after the Student's exam results are published (if this falls after the four week cut off point). If INTO receives the relevant information (including evidence of the date of publication of the results if this falls after the four week cut off point) within the timelines outlined above, any deposits/fees already paid (minus the Uniplan Insurance cancellation fees if applicable) will be refunded by INTO to the Student. Failure to do this will result in normal cancellation charges applying (as set out above) and no fees will be refunded.

Deferrals & Withdrawals

- a. A Student may defer the start of a Course if the Student has been prevented by external events from starting the Course, up to a maximum of two occasions. An external event includes (without limitation) serious illness or injury of the Student or of a close member of the Student's family.
- b. Students must ensure that any request to defer is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the INTO Admissions Office in the UK at least six weeks before the Course start

date. If INTO receives the request after this date, normal cancellation charges will apply (see the 'Cancellation charges' section above). The request should also include details of the Student's preferred new start date for the Course.

c. All deferrals are subject to the availability of the requested chosen new Course start date at the time INTO receives the Student's request to defer.

d. Any deferral requests in excess of the two occasions referred to above will be considered by the INTO Admissions Office on a case-by-case basis and acceptance of a deferral request will be at the INTO Admissions Office's sole discretion.

e. On the basis that a new CAS will need to be issued if a request to defer is successful, the Student may be charged a fee in respect of the new CAS.

f. Student accommodation (if applicable) will need to be re-booked and is subject to availability.

g. If the reason for deferral is due to visa refusal, the provisions set out above shall apply.

h. If a Student wishes to withdraw from their Course for other reasons than described above, they must notify the INTO Centre in writing. Once a student has arrived in the UK and commenced their Course at the University, there will be no refund of fees.

Contracts made by distance communication

a. If INTO (on behalf of the University) has made its offer for a place on the Course and the offer has been accepted by the Student solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the Student and the University/ INTO or INTO or a University's representative) then the contract between us is a "Distance Contract".

b. Students are entitled to cancel a Distance Contract at any time up to the earlier of:

- i. 14 days from the date when the Distance Contract is concluded; or
- ii. the date on which the Student starts the Course.

c. In order to cancel the Distance Contract, the Student must inform INTO in writing at the INTO Admissions Office, One Gloucester Place, Brighton, East Sussex, BN1 4AA within the time periods set out immediately above.

d. If any payment has been made by the Student to INTO under these Terms and Conditions prior to the date of cancellation then a full refund will be provided by INTO using the same payment type as soon as possible but, in any event, within 30 days of receipt of the Student's notification of cancellation.

1.5.6 [Library and ICT policies](#)

1.5.7 [Academic Appeal Procedures](#)

1.5.8 [Data Consent Notice](#) plus:

a. INTO will process personal information provided to it by Students in accordance with the Data Protection Act 1998 and any other applicable data protection legislation. For further information about how INTO handles and uses personal data please see INTO's Privacy Policy which can be viewed at www.intohigher.com/uk/en-gb/footer/legal-and-privacy.aspx.

b. INTO will only use the personal information provided to it by Students in order to provide and administer the course. Please note that personal data

may be shared between INTO and the University as necessary in order to provide and administer the course. Any personal data shared is in accordance with the Data Protection Act 1998 and with any other applicable data protection legislation. Students acknowledge and agree that by providing their personal details, INTO may also pass their personal data to external agencies or other selected third parties for the purposes of seeking participation in student surveys, undertaking academic audits or ensuring compliance with INTO's regulatory responsibilities.

For Years 2 to 5 of the Programme (Academic Levels 4, 5 & 6):-

- 1.5.9 Academic regulations for [Taught](#) and [Research](#) provision (as appropriate)
- 1.5.10 [Code of Conduct](#) and the expectations described in the [Student Charter](#)
- 1.5.11 [Disciplinary Procedure for Student Matters.](#)
- 1.5.12 [Tuition Fee Policy](#)
- 1.5.13 [Library and ICT policies](#)
- 1.5.14 [Fitness to Practice Procedures](#)
- 1.5.15 [Academic Appeal Procedures](#)
- 1.5.16 [Data Consent Notice](#)
- 1.5.17 [Withdrawal Procedures](#)
- 1.6 Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the programme information section of the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies' terms and conditions.
- 1.7 If you do not enrol within 14 days of the start of the term that your programme begins the University reserves the right to refuse to enrol you and withdraw you from your programme (without liability). Students who are not enrolled are not entitled to attend classes or participate in assessments for any modules.
- 1.8 If you do not act in accordance with the Contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the University', we may take disciplinary action against you, under the [Disciplinary Procedure for Student Matters](#). One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.
- 1.9 If any term, condition or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and the University without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 1.10 In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any professional bodies' terms and conditions (if applicable)), these terms and conditions shall take precedence.
- 2. APPLICATIONS**
- 2.1 It is your responsibility to ensure that all of the information you provide to the University, INTO and/or the Home Office is true and accurate.
- 2.2 If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the University (or INTO on

behalf of the University) may withdraw or amend your Offer, or terminate your registration at the University, according to the circumstances, without liability to you.

- 2.3 The Offer the University makes to you will be conditional or unconditional. If your Offer is conditional, INTO (on behalf of the University) will set out the conditions which you will need to fulfill in order to be admitted onto your chosen programme.
- 2.4 If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the University reserves the right to withdraw your Offer.
- 2.5 You may be required, at the request of the University or INTO, to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the University and the termination of the Contract. You will not be entitled to a refund of any paid deposit in accordance with the Clause 1.5.4 above.

3. **IMMIGRATION**

- 3.1 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 to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the University reserves the right to withdraw you from your programme (without liability to you).
- 3.2 You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University.
- 3.3 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:
 - 3.3.1 your overall attendance is not deemed to be acceptable;
 - 3.3.2 your registration has been terminated, or you withdraw or commence a break in study;
 - 3.3.3 you successfully complete your programme of study in a shorter period than originally planned.
- 3.4 If 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.
- 3.5 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 in accordance with the Clause 1.5.4 above for Year 1 of the programme and in accordance with the University's [Tuition Fee Policy](#) for subsequent years of the programme.
- 3.6 On occasion, the University will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the University contacting the Home Office on your behalf and the Home Office releasing such information to the University.

4. **CONDITIONS OF ADMISSION**

- 4.1 Your admission to the University, attendance on a programme, and right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the University.
- 4.2 You must use all efforts to fulfill all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments,

attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the University or INTO (on behalf of the University).

- 4.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, the University may take disciplinary action against you under the University's [Disciplinary Procedure for Student Matters](#).
- 4.4 By accepting an Offer you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must notify the University via dbs@glos.ac.uk prior to enrolment so that the University can consider whether such convictions are compatible with membership of the University and, in particular, with a place on your programme. For some programmes disclosure of spent convictions may also be required, as specified by Admissions.
- 4.5 If you commit an offence whilst you are an enrolled student, this will need to be declared to dbs@glos.ac.uk as it may affect your place at University.

5. FEES AND PAYMENT

- 5.1 By accepting an Offer you are confirming that you accept your responsibility as follows:-
- a. For **Year 1 (Academic Level 3)** of the programme to ensure your programme fees are paid in accordance with Clause 1.5.4 above.
- b. For **Years 2 to 5 (Academic Level 4, 5 and 6)** of the programme to ensure your programme fees are paid in accordance with the University's published [Tuition Fee Policy](#).
- For Years 2 to 5 (Academic Level 4, 5 and 6)** you also agree to be bound by the University's regulations on the payment of fees, refunds in the event of withdrawal from your studies and the consequences of non-payment, as amended from time to time. These are set out in the [Tuition Fee Policy](#).
- 5.2 In the event that your programme fees have not been paid in full by their due date, the University shall be entitled, but not bound to, refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).
- 5.3 In addition to your programme fees, you may incur additional expenditure such as (but not limited to) fieldwork (whether optional or compulsory), specialist materials, supplementary instrumental tuition, visit fees, examination retake fees, reassessment fees, additional module fees, library fees (including lost item costs), printing fees, application fees, annual continuation fees, PhD re-submission fees and fines charged to the student in accordance with the [Student Charter](#); although some assistance from University funds may be available to meet such expenditure, you shall have primary responsibility for payment.
- 5.4 The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University or INTO.
- 5.5 The University may pursue legal proceedings against you if you are in debt to the University or INTO. In addition, if you are in debt to the University or INTO (whether for tuition or other fees) you will be recorded as a debtor of the University in any references requested from the University or INTO.

If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of programme fees), please contact Income Team at 01242 714222 or fees@glos.ac.uk. For Level 3 (Year 1) of the Programme, please contact INTO Admissions Team INTO University of Gloucestershire Admissions, One Gloucester Place, Brighton, East Sussex, BN1 4AA, United Kingdom. Tel. +44 1273 876040

6. DELIVERY OF ADVERTISED PROGRAMMES AND SERVICES

6.1 The University will use reasonable endeavours to ensure the programmes are delivered in accordance with the descriptions set out in the Contract. However:

6.1.1 due to the period between prospectus publication and registration, circumstances may change due to factors beyond the University's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The University will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at the University, the University, or INTO (on behalf of the University) shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University or INTO for programme fees (even if the cancellation period referenced below as expired) or transfer to such other programme (if any) as may be offered by the University or INTO for which you are qualified;

6.1.2 if there are not sufficient enrolments to make a programme or module viable, the University or INTO may be forced to cancel the programme or module. If you have received an Offer for a programme which the University discontinues prior to you registering at the University, the University or INTO (on behalf of the University) will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the University or if the University or INTO are unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for programme fees (even if the cancellation referenced below has expired);

6.1.3 following suitable consultation with students, the University reserves the right to vary minor elements of your programme from that described in the Contract in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand for certain modules. If we are proposing to make a significant change to your programme (such as (without limitation) the removal of a module), we will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module.

6.2 If you choose to cancel the Contract (and withdraw from your programme) in accordance with this Clause 6, the University and INTO will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

7. LIABILITY

7.1 Whilst the University takes all reasonable care to ensure the safety and security of its students whilst on the University's campus. The University does not accept responsibility, and expressly excludes liability for loss or 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.

7.2 The University shall not be held responsible for any injury to you (financial or otherwise), or for any loss or damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

7.3 Except as set out in these terms and conditions, the University shall 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:

7.3.1 indirect or consequential losses;

- 7.3.2 loss of income or revenue;
- 7.3.3 loss of business;
- 7.3.4 loss of anticipated savings; or
- 7.3.5 loss or corruption of data.

7.4 If an act, event or omission beyond the reasonable control of the University (for example a flood, fire, act of God, industrial action or a health pandemic) render it impossible for the University or INTO (on behalf of the University) to provide relevant education services, then the University or INTO are under no obligation to provide such services, however, reasonable steps will be taken to minimise the disruption to those services.

8. **INTELLECTUAL PROPERTY**

8.1 Unless you are a postgraduate research student, you shall own any intellectual property you generate and provide to us during your programme including, without limitation, the content of examination scripts and assignments.

9. **TERMINATION OF CONTRACT**

9.1 Your rights and obligations under the Contract will end automatically, subject to your rights of internal appeal and your obligation to pay fees, if your studies with the University are terminated because:

- 9.1.1 A request from the University or INTO (on behalf of the University) for additional information in support of an application/enrolment which remains unanswered within the period stipulated by the University;
- 9.1.2 You have failed to enrol with the University and/or pay outstanding fees in accordance with Tuition Fee Policy outlined in Clause 1.5.4 for Year 1 (Academic Level 3) of the Programme) and the [Tuition Fee Policy](#) for Years 2 to 5 (Academic Levels 4, 5 and 6) of the Programme)
- 9.1.3 The University or INTO has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures;
- 9.1.4 Action has been taken against you in accordance with the University's [Disciplinary Procedure for Student Matters](#); or
- 9.1.5 Action has been taken against you following the decision of a Board of Examiners.

9.2 In addition, the University may end the Contract by written notice to you in the following circumstances:

- 9.2.1 If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of the University, makes it inappropriate for you to study on your programme;
- 9.2.2 If the University becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of the University, makes it inappropriate for you to study on your programme; or
- 9.2.3 If, in the reasonable opinion of the University, you have failed to provide the University or INTO with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

10. REQUIREMENTS ON TERMINATION OF THIS CONTRACT

10.1 If at any time the Contract terminates:

10.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled); and

10.1.2 You shall be required to stop studying on your programme and to leave the University immediately (if, at the date of termination, you have enrolled);

10.1.3 You must return to your Student Identification Card issued to you on enrolment, together with all property owned by the University and/or INTO; and

10.1.4 You must pay all outstanding fees, charges and debts immediately.

10.2 Any action taken by the University under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. The University will not be liable for any loss or damage which you may suffer as a result.

11. DATA PROTECTION

11.1 The University holds information about all applicants to the University and all students at the University. The University uses the information provided by applicants and/or students (including information from application forms):

11.1.1 to administer applications and to compile statistics that may be published or passed to government bodies or the Higher Education Statistics Agency (HESA). If your application is successful the University will also use the information to administer your studies, to provide you with University facilities and services, to monitor your performance and attendance, to provide you with support, to conduct research and surveys, and to identify ways to enhance learning, teaching, assessment and the broader student experience;

11.1.2 for credit scoring, credit assessment, debt tracing or fraud and money-laundering prevention. Accordingly, the University may disclose this information or data about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations;

11.1.3 if the University is under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and to protect the University's rights, property, or the safety of our employees, students, or others;

11.1.4 for legal, personnel, administrative and management purposes and including the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) relating to you, which may include, as appropriate: information about your physical or mental health or condition in order to monitor leave from study or extenuating circumstances and take decisions as to your fitness for study or for other uses as may be required by law;

11.1.5 to send communications to you, including without limitation, information relating to funding or sponsorship opportunities and information relating to University services and products;

11.1.6 to deliver your programme and provide educational services to you and you agree that to this degree, the University is entitled to share your personal data with INTO; and

11.1.7 to process any payments made by you to the University or INTO.

11.2 The University will only process your personal data in accordance with the specific purposes notified to you above and in accordance with the University Data Protection Policy and otherwise as permitted by the Data Protection Act 1998.

11.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12. You should refer to the [University's Data Protection Policy and Data Consent Notice](#) and Clause 1.5.8 for more information.

12. **SERVING NOTICE, COMMUNICATING AND KEEPING IN CONTACT**

12.1 The University normally sends communications via email to the student's University email account. Hardcopy correspondence will be sent to the student's 'home' or main residence address as recorded on the University's Student Records System.

12.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your University e-mail account is regularly monitored.

12.3 Letters shall be deemed to have been properly served 48 hours after posting if sent by first class post. Good service may also be given by email to your university email address in which case service shall be deemed effective 48 hours after sending.

12.4 The University will not over-turn decisions because of a claim of missed communications where it can be shown that the University or INTO (on behalf of the University) undertook all reasonable efforts to contact students through the University email account and/or through communications sent to the home or main residence.

13. **APPEALS, COMPLAINTS AND DISCIPLINARIES**

13.1 For the purposes of this Clause 13:

13.1.1 "**Academic Appeal**" means any complaint and/or appeal made by a student in relation to: (i) an assessment grade received by that student; (ii) the final programme award received by that student; and/or (iii) any complaint made by a student which may impact upon the final award received by the student; and

13.1.2 "**Complaints**" means any complaint made by a student (academic or non-academic in nature), but excluding Academic Appeals. Academic-related complaints may include alleged inadequacies in the provision of a programme of study, tuition, supervision, learning support materials, etc. Non-academic complaints normally relate to alleged inadequacies in other services provided to students.

13.2 Whilst studying on Year 1 (Academic Level 3) of the programme, disciplinaries shall be dealt with by INTO (on behalf of the University) in accordance with INTO's Disciplinary Procedure for Student Matters in the first instance. You have the right to appeal the final disciplinary decision of INTO to the University and the University shall hear such appeals in accordance with the "Rights of Appeal" section of the University's Disciplinary Procedure for Student Matters.

13.3 Whilst studying on Year 1 (Academic Level 3) of the programme, if you make a non-academic Complaint, such non-academic Complaint shall be dealt with by INTO (on behalf of the University) in accordance with INTO's Complaints Procedure. You have the right to appeal the final decision of INTO to the University and the University shall hear such appeals in accordance with the "Rights of Appeal" section of the University's Disciplinary Procedure for Student Matters.

13.4 Whilst studying on Year 1 (Academic Level 3) of the programme, if you make an academic Complaint, such academic Complaint shall be dealt with by INTO in accordance with INTO's Complaints Procedure in the first instance. If having followed INTO's Complaints Procedure through to completion, you remain dissatisfied with the outcome of an academic Complaint, you shall have the right of appeal to the University and if you appeal to the University, the University shall hear such appeal of the academic Complaint in accordance with the "Formal Complaints Review" section of the University's Student Complaints Procedure.

13.5 Whilst studying on Years 2 to 5 (Academic Levels 4,5 & 6) of the programme, for information regarding academic appeals students should refer to the University's [Academic Appeal Procedures](#)

- 13.6 Whilst studying on Years 2 to 5 (Academic Levels 4,5 & 6) of the programme, for information regarding student complaints, complainants should refer to the University's [Student Complaints](#) support pages and follow the procedures described. This procedure has been produced to help the University resolve any complaints you may have as promptly, fairly and amicably as possible.
- 13.7 If, having followed the procedures set out in this Clause 13 to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.
14. **GENERAL**
- 14.1 The terms of the Contract shall only be enforceable by you and the University.
- 14.2 The Contract constitutes the entire agreement between you and the University in relation to its subject matter.
- 14.3 No failure or delay by the University or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 14.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 14.5 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.