

## Student Terms and Conditions for students studying on sub-contracted courses with UWL Partners

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### 1. Introduction

- 1.1 A contract between you and the University of West London (“**University**”) is formed when you accept an offer of a place to study a University of West London course (“**Course**”) which it has sub-contracted to a University approved delivery partner (“**Delivery Partner**”).
- 1.2 These **Terms and Conditions** set out the basis of your contractual relationship with the University of West London when you are studying on a sub-contracted Course. They apply to students who study a **University of West London Course** delivered on behalf of the University by a Delivery Partner at their institution under a sub-contract arrangement.
- 1.3 These terms and conditions do not apply to students who study at an Academic Partner institution on courses leading to an award of the University under a validation arrangement. These students are students of the Academic Partner and not the University.
- 1.4 These Terms and Conditions form part of the contract between you and the University about your course of study. The other parts of the contract are:
- (a) any documents, policies, regulations, or procedures of the University (as amended from time to time and as applicable to you);
  - (b) any document setting out the offer to you (whether the offer is made directly by the University or indirectly by the Delivery Partner or another authorised agency) (“**Offer**”);
  - (c) the Delivery Partner’s prospectus detailing the University’s Course as at the date of the Offer; and
  - (d) your enrolment form completed at the Delivery Partner Institution or your online registration on the University’s website (MyRegistry).
- 1.5 Together these form the entirety of the contract between you and the University relating to your Course and replaces any other undertakings or representations (“**Contract**”).
- 1.6 You will also be subject to the Delivery Partner’s own terms and conditions.

### 2. Enrolment

- 2.1 Enrolment is the process whereby you officially become a student of the University. The enrolment process requires you to:

- (a) ensure that the University has the correct personal details for you in order to process your award;
  - (b) provide proof of your qualifications and fee status as required;
  - (c) agree to abide by the University's regulations, policies and procedures;
  - (d) pay your tuition fees to the University either directly or through arrangements with the Student Loans Company as applicable. For students studying with overseas Delivery Partners, tuition fees are paid directly to the Delivery Partner.
- 2.2 You must enrol directly with the Delivery Partner and with the University at the beginning of your studies. You will be advised whether you need to enrol directly with the University through the My Registry website or the Delivery Partner may enrol you with the University on your behalf. You must re-enrol at the beginning of each subsequent academic year of your Course, in accordance with instructions issued by the Delivery Partner in order to continue your course of study and maintain your student rights and privileges.
- 2.3 You will be entitled to re-enrol for subsequent academic years provided that:
- (a) you have paid your tuition fees;
  - (b) you have not been withdrawn from the Course;
  - (c) you have met the relevant progression requirements for the previous years of your Course; and
  - (d) there are no disciplinary issues preventing you from continuing your studies.
- 2.4 You reaffirm your acceptance of these Terms and Conditions (as amended from time to time) when you enrol annually with the University.

### **3. Cancellation before Enrolment**

- 3.1 You have a right to cancel this Contract within 14 days of your acceptance of an offer of a place to study on a Course ("**Cancellation Period**"). You do not have to give a reason for cancellation.
- 3.2 You must inform the Delivery Partner's Admissions Office of your decision to cancel within the Cancellation Period in writing by either email or letter stating your name, address, and the Course for which you accepted an Offer.
- 3.3 For students studying in the UK, if you cancel in accordance with this Section 3, the University will reimburse any tuition fee payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which notification of your decision to cancel the Contract. We will make the reimbursement using the same method of payment as you used for payment of the tuition fee. If you paid the Delivery Partner, you will be repaid by them.
- 3.4 You may also withdraw from the Course and terminate the Contract after the Cancellation Period. To withdraw from your Course after the Cancellation Period you must follow the University's withdrawal procedures and terminate in accordance with the Withdrawal Section 12 below.

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

- 4.1 The University charges tuition fees for the delivery of University Courses (“**Tuition Fee**”). You will be informed of your Tuition Fee and how this will be paid as part of your Offer letter.
- 4.2 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 Course you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Delivery Partner.
- 4.3 For students studying in the UK, 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, which is available here. For students studying outside the UK, you agree to abide by the Tuition Fee policy and procedure of the Delivery Partner.
- 4.4 If you do not pay the Tuition Fees in accordance with the applicable Tuition Fee Policy, the University reserves the right to either refuse to permit you to continue on your Course and terminate the Contract, or to withhold your results and to not permit you to graduate (without incurring any liability to you).
- 4.5 The University reserves the right to increase your Tuition Fees each year on re-enrolment in line with the Retail Price Index (“RPI”) annual rate of inflation.
- 4.6 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 by the Delivery Partner in your Offer letter.

#### **5. Immigration**

- 5.1 If you are an international student (residing outside of the European Union), you will need a Tier 4 confirmation of acceptance of studies (CAS) to enable you to study in the UK.
- 5.2 The Delivery Partner is responsible for issuing CAS to international students who have received an Offer and who meet the Home Office immigration rules.
- 5.3 The Delivery Partner will be responsible for monitoring your compliance with the terms of your Tier 4 visa and reporting issues to the Home Officer.
- 5.4 If you fail to demonstrate you have a valid immigration status to study in the UK or your Tier 4 student visa is revoked by the Delivery Partner, the University will terminate your registration on your Course and terminate the Contract with you (without liability to you).
- 5.5 If your Contract is terminated in accordance with this Section 5.4 you will not be entitled to a refund of any deposit or Tuition Fee already paid in accordance with the University’s Tuition Fee Policy and you may be liable for outstanding Tuition Fee.

## **6. Your obligations to the University**

- 6.1 You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Course).
- 6.2 You are expected to take responsibility for your studies including attending all scheduled teaching, examinations and submission of assessments as instructed by the Delivery Partner.
- 6.3 You must abide by the University's regulations, policies, and procedures (as amended from time to time) including but not limited to:
- (a) 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 academic performance and requirements for continued study;
  - (b) the University's Admissions Policy and Procedures;
  - (c) the University's Tuition Fee Policy (for students studying in the UK only);
  - (d) the University's Academic Appeal Procedures; and
  - (e) the University's Privacy Notice.
- 6.4 You are also required to abide by the Delivery Partner's regulations, policies and procedures (as amended from time to time) including but not limited to:
- (a) the Delivery Partner's Student Code of Conduct;
  - (b) the Delivery Partner's Disciplinary Procedures;
  - (c) the Delivery Partner's Fitness to Study Policy;
  - (d) the Delivery Partner's Library and Information Technology ("IT") Policies when you use the Delivery Partner's library and IT services;
  - (e) the Delivery Partner's Tuition Fees Policy (for students studying outside of the UK).

## **7. The University's obligations to you**

- 7.1 The University will ensure that the Course you are enrolled on is of an appropriate standard and quality. It will monitor the Delivery Partner to ensure that the Course is provided to you as described in the relevant course specification and prospectus for the appropriate academic year.
- 7.2 The University will ensure that it provides the services to which you are entitled under the University's agreement with the Delivery Partner. You will be notified if you are able to access any services.
- 7.3 Unless you are otherwise notified, the University will **not** be providing any services to you directly including student services (including pastoral care, disability advice and support, careers, employability and placement advice and support), access to the University's Library, access to financial support, bursaries or other payments.

7.4 Unless you are informed otherwise, the Delivery Partner will be responsible for all communications with you.

## **8. Changes to your Course**

8.1 In order to ensure 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, in order to:

- (a) Comply with changes in the law;
- (b) Comply with the requirements of the University's regulators and accrediting bodies;
- (c) Make updates to reflect best practice and academic developments for the benefit of students;
- (d) Adjust content as a result of staff changes; or
- (e) Improve course quality in response to student or external examiner's feedback.

8.2 Where changes are necessary, the Delivery Partner will give you reasonable notice which will include details of what has changed and why the change was necessary. The Delivery Partner will take all reasonable steps to minimise disruptions to you as a result of any changes.

8.3 Below is an indicative but not exhaustive list of changes that may be necessary:

- (a) to alter the timetable, location, and number of classes of your Course;
- (b) to make reasonable variations to the content and syllabus of your Course including in relation to placements, to ensure that the Course remains current and relevant.

### **Material changes**

8.4 Where there are material changes to your Course, the University will use reasonable efforts to:

- (a) ensure the Delivery Partner informs you at the earliest opportunity and gives you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- (b) ensure the Delivery Partner consults you on the changes and give you an opportunity to provide feedback;
- (c) ensure the Delivery Partner (and/or the University where appropriate) take account of your feedback and minimise any adverse impact on you where possible;
- (d) ensure the Delivery Partner, if necessary and appropriate, explores with you the opportunities for transferring to another course either with the Delivery Partner or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.

8.5 Material changes may include:

- (a) change of core modules;
- (b) change to overall course aims;
- (c) change to module credit value;
- (d) change to method of delivery;
- (e) discontinuance of a course;
- (f) combining courses of study;

8.6 If between the time of your acceptance of an Offer and before enrolment, the Course is discontinued, or the University makes fundamental changes to your Course, and you do not wish to accept the replacement Course and have notified the Delivery Partner, you will be reimbursed for any Tuition Fees and/or deposits paid by you to the University. Reimbursement will be made using the same method of payment as you used for payment of the Tuition Fee.

## 9. Collection and processing of your personal data

9.1 By accepting an Offer from the University and entering into this Contract, you understand that the University and its partners or agents will process your personal data in order for the University to meet its obligations to you under this Contract.

9.2 The University needs to collect, hold and process your personal data for the purposes of processing your application, administering your award and all other services provided to you. Personal data may include 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.

9.3 The data will be processed in line with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018, the University's Data Protection Policy and the Student Data Privacy Notice available [here](#)

9.4 When you enrol, you may be asked to consent to the University processing your special category data which includes your ethnicity and any disability you have declared. This data will be used for monitoring purposes only as outlined in the Student Data Privacy Notice.

9.5 The University is required by law to disclose some of your personal data to certain statutory and public bodies including but not limited to:

- (a) The Higher Education Statistics Agency (individualised statutory returns made by all universities);
- (b) the Office for Students;
- (c) the Student Loans Company where applicable for UK students only

For further detail see the University's [Student Data Privacy Notice](#).

9.6 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)

## **10. Complaints and Appeals**

### **Complaints**

- 10.1 Should you wish to make a complaint, the Delivery Partner has in place a complaints procedures which set out how complaints may be made.
- 10.2 All complaints (non-academic and academic in nature) are dealt with in the first instance by the Delivery Partner. You must raise your complaint in accordance with the Delivery Partner's Complaints procedure.
- 10.3 If at the end of the complaints process, your complaint is not resolved satisfactorily with the Delivery Partner, you may refer your complaint to the Office of the Independent Adjudicator (OIA) if they are a member or, if not, the University Secretary at the University of West London.
- 10.4 If your complaint is about the standard or quality of a Course, and your complaint is not resolved satisfactorily with the Delivery Partner, you can appeal against the decision of the Delivery Partner to the University Secretary at the University of West London. The University will review the complaint in accordance with its [Student Complaints Procedure](#). If you remain dissatisfied with the decision of the University, you may refer the matter to the OIA.

### **Academic Appeals**

- 10.5 Should you wish to appeal against the outcome of an assessment board or academic misconduct panel, you must appeal directly to the University in accordance with the University's appeal procedure as set out in the University's Academic Appeals Procedure which is part of the [Academic Regulations](#).
- 10.6 Academic appeals are appeals in relation to (i) an assessment grade; (ii) the final course award; or outcomes of academic misconduct panel.

## **11. Limits on the University's liability to you**

- 11.1 The University will do all that it reasonably can to fulfil its obligations as set out in these Terms and Conditions to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might be because of, for example:
- (a) industrial action by University staff or third parties;
  - (b) the unanticipated departure or absence of key members of University staff;
  - (c) significant changes to Higher Education funding;
  - (d) the acts of any governmental or local authority;
  - (e) 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; and
  - (f) severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil

disorder or unrest, riot, terrorist attack or the threat of it.

- 11.2 In these circumstances, the University will take all reasonable steps to minimise the resultant disruption and to affected students. However, to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student.
- 11.3 The University does not limit its liability arising from:
- (a) Death or personal injury caused by the negligence of the University or its officers, employees or agents; or
  - (b) Fraud or fraudulent misrepresentation.
- 11.4 The University and its officers, employees or agents shall not be liable and exclude liability to the fullest extent allowed by law for:
- (a) any loss, theft, misuse or damage to your property, including without limit any motor vehicle, cycle, equipment (IT) or such other personal belongings whilst such property is on University premises;
  - (b) any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
  - (c) death or personal injury that is not caused by negligence of the University or its officers, employees or agents;
  - (d) changes to law that require a change of these terms and conditions;
  - (e) indirect or consequential loss, loss of opportunity and loss of income or revenue however arising.
- 11.5 Subject to Section 11.3, the University's total liability to you (whether in contract, tort, (including negligence), misrepresentation, breach of statutory duty, or any other liability), in connection with your Contract with the University is limited to the greater of the value of the Tuition Fees paid by you or on your behalf or the amount, if any, that the University receives from its insurers in respect of that particular loss.

## **12. Termination of Contract**

### **By You:**

- 12.1 You may withdraw from your Course and terminate this Contract at any time once you are enrolled. To withdraw from the Course you must give notice, in writing to the Delivery Partner. You should contact your course leader and the Delivery Partner's administration office to initiate the process for withdrawal.
- 12.2 You will 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 Delivery Partner's administration office.



- 12.3 If you withdraw part way through your Course you must pay the Tuition Fees up until the point you communicate your withdrawal.
- 12.4 For students studying in the UK, any refund which may be due to you will be in accordance with the terms of the University's Tuition Fee Policy.
- 12.5 For students studying outside of the UK, any refund which may be due to you will be in accordance with the Delivery Partner's Tuition Fee policy.

**By the University:**

- 12.6 The University may terminate this Contract in writing with immediate effect (subject to your rights of internal appeal) if:
- (a) You do not enrol or re-enrol with the University within the relevant timescale;
  - (b) You or your sponsor fail to pay the Tuition Fees;
  - (c) You failed to meet the conditions of the Offer made to you;
  - (d) You provided false, incomplete, inaccurate or misleading information in your application or at any other time;
  - (e) You fail to meet the University's progression or award requirements;
  - (f) You are unable to meet the requirements of your Course including obtaining/maintaining membership of specified organisation;
  - (g) You materially breach these Terms and Conditions and/or the Delivery Partner's terms and conditions;
  - (h) You fail to comply with the Delivery Partner's Student Code of Conduct;
  - (i) The University is notified by the Delivery Partner that you do not meet your obligations under a Tier 4 visa or you no longer have permission to study in the UK;
  - (j) Action has been taken against you in accordance with the Delivery Partner's disciplinary procedure for student matters;
  - (k) Action has been taken against you following the decision of a Board of Examiners.
- 12.7 You have a right to submit an internal appeal of the University's decision to terminate the Contract under the Appeals Regulations.

**Consequences of termination**

- 12.8 If at any time this Contract terminates:
- (a) the University shall be entitled to refuse to enrol you on your Course (if, at the date of termination, you have not already enrolled)(without incurring liability to you);

- (b) the University shall be entitled to require you to stop studying on your Course and to leave the Course immediately (if, at the date of termination, you have enrolled)(without incurring liability to you);
- (c) you are required to return to the Delivery Partner any Student Identification Card(s) issued to you on enrolment, together with any property owned by the University;
- (d) you must pay all outstanding Tuition Fees and any other applicable fees immediately.

### **13. Notices**

- 13.1 Any notice given under this Contract will be in writing.
- 13.2 You must send any notices direct to the Delivery Partner to the address notified to you in accordance with their procedures.
- 13.3 The Delivery Partner will send any notice to you either by email to your student email address or if prior to registration to such other email address which you have provided. We may also send any notice to either your term-time address/home address. You must keep your details up to date with the Delivery Partner.

### **14. General**

- 14.1 Each of the Sections 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.
- 14.2 These Terms and Conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 14.3 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 Agreement.
- 14.4 Failure or delay by you or the University to enforce any 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.
- 14.5 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.

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