

Incoming Exchange Programme Student Terms and Conditions

This document contains important information about the contract between you and the University of Westminster (the “University”) which will be formed if you accept an offer to study at the University (the “Terms”).

The contract will contain legal rights and obligations for you and the University. You should take time to read this document carefully before you accept an offer of a place on the Exchange Programme as the contract will become legally binding on you and us at that point, including your obligation to pay course fees and to comply with our regulations, policies and procedures.

If you have any questions, please contact termsandconditions@westminster.ac.uk.

Please note that the provision of the following will be subject to separate contracts:

- any residential accommodation provided to you by the University
- the social programme by our approved third-party provider

If you apply to our programmes via a partner organisation you will also need to refer to their terms and conditions.

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1. About

- 1.1** The University of Westminster is a charity and a company limited by guarantee. Registration number: 977818 England. Registered Office: 309 Regent Street, London W1B 2HW. Telephone: +44 (0) 20 7911 5000 (“the University”, “us”, “we”)
- 1.2** You can contact us using the following contact information (also found on our website - <https://www.westminster.ac.uk/about-us/contact-us>):
 - 1.2.1** By Letter: 309 Regent Street, London. W1B 2HQ
 - 1.2.2** By Telephone: +44 (0)20 7911 5000
 - 1.2.3** By Email: termsandconditions@westminster.ac.uk
- 1.3** The University is regulated by the Office for Students (“OfS”). The OfS can be contacted at info@officeforstudents.org.uk / +44 (0)117 931 7317

2. The Contract

- 2.1** These terms and conditions apply to all Incoming Exchange Programme students joining the University for a Semester or a Full Year. The contract between the University and you begins at the point at which an unconditional offer is made to you, either directly or via the third party you have applied through.
- 2.2** By enrolling onto a programme, you are entering into a legally binding contract with the University and confirming that you agree to these terms and conditions and you should keep a copy for your own records.

3. Your Rights and Obligations

- 3.1** In agreeing to these terms and conditions you are also agreeing to:
 - 3.1.1** familiarise yourself with and adhere to all of the University’s regulations, policies, procedures and rules as amended from time to time listed in Appendix A (which also sets out links to each);
 - 3.1.2** comply with these terms;
 - 3.1.3** ensure that all information you provide (or someone provides on your behalf) to us, at any time, is and remains true, accurate, complete and is not misleading;
 - 3.1.4** keep all information provided to us (including your contact details) up-to-date and notify us promptly of any changes in your information;
 - 3.1.5** meet (as applicable) all Minimum Entry Requirements, Conditions, Course Requirements, Professional Suitability Requirements, and International Student Conditions pre-enrolment and throughout the period of your time with us;
 - 3.1.6** enrol with us at the start of your Course;
 - 3.1.7** pay all course fees and any additional charges when due;
 - 3.1.8** act within the law and not engage in activity or behaviour that is likely to bring the University into disrepute;
 - 3.1.9** be responsible for your own learning and pursue your studies diligently (which includes submitting work on time and attending assessments).

- 3.2** If you fail to adhere to any of the above mentioned policies, rules, procedures or obligations placed upon you, then you may be subject to disciplinary action and the University is entitled to terminate your enrolment.

4. Our Obligations

- 4.1** The University will, for the duration of your enrolment on the programme, provide services in accordance with the published programme Information, Policies and Regulations. The details of the programme registration period (date of commencement and expected duration of studies) are available in the published materials e.g. prospectus and website.

5. Enrolment

- 5.1** In order to receive an offer to study and subsequently be able to enrol, you are required to present proof of your identity in the form of an original, approved ID document – e.g. passport. You are also required to present satisfactory evidence of your qualifications as listed on your application.
- 5.2** At the application stage, you are required to confirm that you have provided accurate details of your highest formal qualification and all relevant previous study on your application form.
- 5.3** You are required to enrol as a student at the University for the duration of your studies.
- 5.4** On request, you are required to present your passport, as confirmation of your identity. You may also be required to present your original qualifications as listed on your application form.
- 5.5** We are required to keep copies of passports and visas for all students who require any type of visa to reside and study in the UK. Original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK, will be requested for scanning at enrolment and subsequently at the various checkpoints throughout your period of study.
- 5.6** Failure to provide any of the documentation required may result in cancellation of the contract or withdrawal of the offer on written notice to you.

6. Students Requiring a Visa to Study in the UK

- 6.1** When you apply to participate in an Incoming Exchange programme, you are giving the University permission to contact the Home Office and to discuss your immigration status at any point throughout your period of registration at the University.
- 6.2** It is your responsibility to ensure that you comply with the conditions of your visa and maintain valid leave to study in the UK for the duration of your programme. Your

enrolment at the University may be suspended or cancelled if you fail to comply with the conditions of your visa or cannot demonstrate your entitlement to study in the UK.

- 6.3** You are aware of the University's requirement to report to the UK Home Office instances of non-attendance, period(s) of absence, change of course, discontinuation of study, early completion, and the work placement details for Student Visa holders. All Student Visa holders are required to notify the Education Abroad Team immediately of any change in circumstances in writing.
- 6.4** You agree to:
- 6.4.1** provide the University with your contact details in the UK (address, telephone number, mobile number and email address) and to update these as necessary.
 - 6.4.2** attend all lectures, seminars and any other scheduled term time study.
 - 6.4.3** produce your passport, visa and original qualifications for checks upon request.
 - 6.4.4** inform the Education Abroad Team of any change in your immigration status or changes in personal circumstances which affect your visa.
 - 6.4.5** provide evidence that you have left the UK or have transferred to another UK university if you leave the University before the end of your course.
 - 6.4.6** inform the Education Abroad Team of any absence, whether planned or otherwise, and provide medical evidence on request.

Advice and up to date visa guidance can be found on our [Visa page](#).

7. Fee Liability and Cancellation

- 7.1** Incoming Exchange Programme students, coming from a partner institution where their nomination has been accepted, are not liable for tuition fees. As you are not paying tuition fees to us, all queries relating to your fees should be referred to your home institution. We are not responsible for refunding fees to you in any circumstances.
- 7.2** You may be required to pay some additional costs related to your modules. Additional costs include field trips, module materials and miscellaneous expenses.

8. Cancellation

- 8.1** You have the right to terminate at any time. Please do get in touch with us if you are thinking of withdrawing from your studies with us.
- 8.2** Please note that the provision of the following will be subject to separate cancellation terms:
- any residential accommodation to you by the University
 - the social programme by our approved third-party provider

9. Our Right to Cancel or Amend

- 9.1** It may be necessary for the University to cancel or amend the contract in the following circumstances:

- a) If the University becomes aware of you having submitted fraudulent documents in support of an application to study.
- b) If, after commencing studies, you fail to progress and cannot continue for academic reasons.

10. Changes to an Offer

- 10.1** The University reserves the right to make changes to an offer at any time before it has been accepted.
- 10.2** If the University is required to change any aspect of the programme before the point of acceptance, the University will inform you in writing at the earliest possible point, detailing what has changed and why, to minimise any potential disruption.

11. Changes to a Programme Prior to Enrolment

- 11.1** The University reserves the right to make changes to a programme prior to enrolment for the following reasons:
 - 11.1.1** To comply with the changing needs of external bodies. These include Professional, Statutory and Regulatory and accreditation bodies.
 - 11.1.2** To comply with any change in law
 - 11.1.3** To improve programme quality in response to student feedback
 - 11.1.4** To improve programme quality in response to external examiner feedback
 - 11.1.5** To ensure the programme content remains relevant and up to date
 - 11.1.6** In response to module availability
 - 11.1.7** In response to an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to a change to a programme (including as a result of restrictions imposed by third party partners).
- 11.2** Where a change is necessary, full details of what has changed will be provided to you at the earliest opportunity. Communication of changes will include details of what elements have changed and how this will affect you as an offer holder.
- 11.3** Should you be unhappy with the changes, the University will use reasonable endeavours to provide suitable alternative modules within the University.

12. Suspension of a Programme Prior to Enrolment

- 12.1** The University reserves the right to suspend (not run) a Programme prior to enrolment, including where an applicant has been made an offer, in the following circumstances:
 - 12.1.1** Due to withdrawal of relevant accreditation
 - 12.1.2** To address concerns with student experience
 - 12.1.3** In response to changing requirements within the subject discipline and any subsequent issues of inadequate resources

12.1.4 Insufficient numbers of suitable applicants and acceptances

12.1.5 Due to the impact of an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to the suspension of a programme.

12.2 Notification of all decisions to suspend a programme will be sent to you by email at the earliest possible point, providing details of why the decision was made, how it will affect you and giving details of all available options.

12.3 Should the University take the decision to suspend a programme prior to enrolment, you will be given the option to:

12.3.1 transfer your offer to a suitable alternative within the University, provided you meet all of the required entry criteria

12.3.2 defer your offer until the next available intake

12.3.3 withdraw from the offer without penalty

In all circumstances the University will use reasonable endeavours to provide assistance to minimise any disruption.

13. Changes to a Programme Following Enrolment

13.1 All efforts are made to limit changes to programmes once you have enrolled. However, the University reserves the right to make changes as per section 11.

13.2 Where changes are necessary all relevant students will receive communication to explain why the change is required and how it will impact on them.

13.3 The University will endeavour to remain open and functioning as normal to the best of its ability. In certain circumstances due to unforeseen events, the University may need to close some or part of or all of its buildings or campuses and/or to interrupt or suspend the delivery of some or all of its services and programmes.

13.4 In circumstances where such closure or disruption is due to events outside of the University's control such as events which pose a threat to public or national health or safety (e.g. a pandemic), acts or threats of terrorism or war, extreme weather events, natural disasters, large scale public disturbances and mass action, the University cannot be held legally responsible or contractually liable to its staff and students for any resulting consequences.

13.5 Where at all possible, the University will take all reasonable steps necessary to minimise the disruption to its staff and students. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.

14. Events outside the University's Reasonable Control

14.1 The University will always endeavour to remain open and functioning as normal to the best of its ability. In certain unforeseen circumstances, the University may be

forced to close some, or part of, or all of its buildings or campuses, and/or to interrupt or suspend the delivery of some or all of its services and courses, e.g. in response to health and safety concerns.

- 14.2** In circumstances where such a closure, interruption or suspension is due to events outside of the University's reasonable control, the University cannot be held legally responsible or contractually liable to its students for any resulting consequences. An event outside the University's reasonable control could include, for example (please note this is a nonexhaustive illustrative list only):
- 14.2.1** strikes, lock-outs or other industrial action by third parties;
 - 14.2.2** strikes, lock-outs or other industrial action by our employees;
 - 14.2.3** civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war 11 <https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/academic-regulations> 19 (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster or "act of god";
 - 14.2.4** failure of public or private telecommunications networks;
 - 14.2.5** pandemic, epidemic and any restrictions or requirements that might be imposed by any Government, regulator or relevant authority, which will include, for example, any disruption caused as a result of COVID-19;
 - 14.2.6** decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government or regulator regarding examination results.
- 14.3** Where at all possible, the University will take all reasonable steps necessary to minimise the disruption to its staff and students. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.
- 14.4** If an event outside the University's reasonable control takes place that affects the performance of our obligations under the Contract;
- 14.4.1** we will contact you as soon as reasonably possible to notify you;
 - 14.4.2** we will make any such changes to the Course, our services or facilities or otherwise to the Contract as we deem necessary (including where necessary to ensure that we comply with any Government or regulatory requirements) or to otherwise mitigate the impact of such an event on you; and
 - 14.4.3** our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside the University's reasonable control.

15. Data Protection

- 15.1** Under applicable data protection legislation you have the right to view and check the information we hold on you. As a student you also have the responsibility to ensure that this information (e.g. contact details) is accurate and up-to-date.

- 15.2** Requests for personal data can be made in the form of a Subject Access Request. Details of how to submit a request can be found on our [data protection pages](#). Specific information relating to how your data is used as an exchange student can also be found [here](#).
- 15.3** The University complies with applicable data protection obligations in its use of your data. Enrolment information provided by you forms the basis of your student record. This is subsequently used in the administration of your programme and in the provision of the University's services, support and facilities, and to support University's Students' Union (UWSU) elections. For further information, see our [information compliance page](#).
- 15.4** When applying to the University of Westminster or with our international partners and third-party providers with whom we work, information about you will be shared with authorised persons to resolve issues relating to your application, enrolment, accommodation, studies, health issue and any related specific programme requirement, for example social programmes.
- 15.5** The University is obliged to send student data to relevant government agencies for their use, such as the Higher Education Statistics Agency (HESA) and the OfS and the UK Visa and Immigration Department (UKVI). To help inform prospective students' choices, the findings of the National Study Survey (NSS), Graduate Outcomes survey, student entry qualifications, progression and degree classification data are published on the Unistats comparison website.
- 15.6** You understand that by enrolling with the University, you will also become a member of the University of Westminster Students' Union (UWSU) and will receive communications about their activities. If you wish to opt-out, you will be able to do so by notifying the Registry for your college/school. Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.

16. Complaints

- 16.1** The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our [Complaints page](#).
- 16.2** For enrolled students, see the [student complaints procedure](#).
- 16.3** Should you exhaust the University's internal complaints procedures but remain unhappy with the outcome, you have a right to complain to the Office of the Independent Adjudicator whose website is it www.oiahe.org.uk.

17. Our liability to you

- 17.1** If we do not comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is

foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

17.2 We cannot accept responsibility and we will not be liable to you for:

17.2.1 any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our breach of this Contract;

17.2.2 work submitted for assessment that is not returned.

17.3 We do not exclude or limit in any way our liability for:

17.3.1 death or personal injury caused by our negligence;

17.3.2 fraud or fraudulent misrepresentation; or

17.3.3 any other matter which we are not permitted to exclude or limit our liability by law.

17.4 We will not be responsible to you for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an event outside the University's reasonable control as set out in section 14.

17.5 You may also be able to apply for a refund and/or compensation. Please view our Student Fees and Other Charges Policy for full details.

18. Other important information

18.1 This Contract is between you and us. No other person will have any rights to enforce any of its terms.

18.2 If you have purchased the social programme, this is delivered by our approved third party provider and by purchasing the package you will agree to a separate terms and conditions relating to the activities undertaken as part of this programme.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

18.5 The Contract is governed by English law. You and we both agree that any issues arising about the Contract will be dealt with by the English and Welsh Courts. However, if you are a resident of Northern Ireland, you may also take action in courts of Northern Ireland, and if you are a resident of Scotland, you may also take action in the courts of Scotland.

List of Regulations, Policies, Procedures and Rules

[Academic Integrity Policy](#)

[Academic Regulations](#)

[Academic Regulations for Research Degrees](#)

[Admissions Policy](#)

[Applicants Complaints](#)

[Code for Research Good Practice](#)

[Code of Practice Governing the Ethical Conduct of Research](#)

[Coronavirus Response](#)

[Criminal Convictions Policy](#)

[Data Protection Policy](#)

[Fitness To Practice Regulations](#)

[Fitness to Study Procedure](#)

[Framework for Research Governance](#)

[Freedom of Speech Code of Practice](#)

[Intellectual Property Policy](#)

[IT Security & Use Policy](#)

[Library Regulations](#)

[Records Management Policy](#)

[Research Student Handbook](#)

[Single Equality Policy](#)

[Smoking Policy](#)

[Student Code of Conduct](#)

[Student Complaints Procedure](#)

[Student Disciplinary Procedure](#)

[University Engagement and Attendance Policy](#)