UNIVERSITY OF WESTMINSTER

Study Abroad Student Terms and Conditions - excluding EFL+ and Study Abroad Summer Programme

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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 The University is regulated by the Office for Students ("OfS").

2. The Contract

2.1 These terms and conditions apply to all Study Abroad students joining the University in 2020/21. By enrolling onto a programme you are entering into a legally binding contract with the University and have until 14 calendar days from the official programme start date, which is the advertised date of the university accommodation move-in date, to change your mind, cancel the contract and withdraw from the programme with all paid tuition fees refunded, minus the £500 withdrawal fee. If you apply to our programmes via a partner organisation you will also need to refer to their terms and conditions.

2.2 Upon acceptance of an offer, you are 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 familiarise yourself with and adhere to all of the University's Regulations, policies, procedures and rules. These include but are not limited to the Admissions Policy, Freedom of Speech Policy, Equality and Diversity Policy, Academic Regulations, relevant Covid advice and policies such as those detailed on the Coronavirus Response sections of

the website, Student Charter and the Student Code of Conduct. A full list of relevant policies and regulations can be found at the end of this document.

3.2 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.

3.3 Students with unspent criminal convictions are required to self-declare these during the application process. If the University becomes aware of any omission in this regard, any related offer of a place may be withdrawn with immediate effect and without financial compensation.

3.4 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. Documentation Required

4.1 In order to receive an offer to study and subsequently be able to enrol, students are required to provide personal identification as well as academic documents.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

5. Enrolment

5.1 You are required to enrol as a student at the University for the duration of your studies.

6. Students Requiring a Visa to Study in the UK

6.1 When you apply to participate in a Study Abroad 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.

You agree to:

- provide the University with your contact details in the UK (address, telephone number, mobile number and email address) and to update these as necessary
- attend all lectures, seminars and any other scheduled term time study
- produce your passport, visa and original qualifications for checks upon request.
- Attend all mandatory checkpoints for students who require a visa to stay in the UK.
- inform the Education Abroad Team of any change in your immigration status or changes in personal circumstances which affect your Tier 4/PBS or short-term study/pre-entry clearance or other visa.
- 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.
- 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.

6.3 You are aware of the University's requirement to report to the UK Home Office any instance of non-attendance, period(s) of absence, change of course, discontinuation of study, early completion, and the work placement details for Tier 4/PBS students. All Tier 4/PBS students are required to notify the Education Abroad Team of any changes as soon as possible.

6.4 Failure to adhere to these terms and conditions may lead to the University withdrawing you from your programme and informing the Home Office that we are no longer sponsoring your visa.

7. Fees

7.1 You accept and confirm that you are aware of the fees and charges relating to your programme of study, and that you are able to meet such charges on the due dates for payment.

7.2 You understand that fees are quoted for the current year only and may vary slightly from one year to the next.

7.3 Fees are due in full prior to enrolment.

7.4 In addition to the tuition fee you may be required to pay some additional costs related to your modules. Additional costs include field trips, module materials and miscellaneous expenses. Full details of all associated additional costs can be found in the published information.

7.5 Any changes to fees will be clearly communicated to you in advance by the University.

8. Fee Liability and Cancellation

8.1 Please refer to our Withdrawal Policies for details of your right to cancel and how refunds work. Formal notification of cancellation and withdrawal must be submitted in writing to the Education Abroad Team at educationabroad@westminster.ac.uk. Fee liability will be determined by the date formal written notification is received. If you apply to our programmes via a partner organisation you will also need to refer to their terms and conditions.

8.3 Appendix A of this document provides a model cancellation form to assist students who wish to cancel a place on a programme within the 14 day 'cooling off' period.

8.4 Students should keep a copy of written cancellation notification and any acknowledgement subsequently received from the University.

8.5 In addition to the right to cancel as outlined above / in our Withdrawal Policies, students may cancel if:

a) The University fails substantially to meet its contractual obligations as set out in these terms and conditions and is unable to correct the problem within 14 days of being requested to do so.

b) An event outside of the University's control means the University is unable to provide the services for a period of 14 continuous days or more.

c) An event outside of the student's control prevents a student from engaging in the programme for a period of 16 continuous weeks or more.

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 a student having submitted fraudulent documents in support of an application to study.

b) If, after commencing studies, a student fails to progress and cannot continue for academic reasons.

c) If a programme entitles a student to registration with a professional body and the requirements of registration change before the student has completed the programme e.g. an additional module is required.

9.2 Changes to an Offer

9.2.1 The University reserves the right to make changes to an offer at any time before it has been accepted.

9.2.2 If the University is required to change any aspect of the programme before the point of acceptance, the University will inform the student in writing at the earliest possible point, detailing what has changed and why, to minimise any potential disruption.

9.3 **Changes to a Programme Prior to Enrolment**

9.3.1 The University reserves the right to make changes to a programme prior to enrolment for the following reasons:

a) To comply with the changing needs of external bodies. These include Professional, Statutory and Regulatory and accreditation bodies.

b) To comply with any change in law

c) To improve programme quality in response to student feedback

d) To improve programme quality in response to external examiner feedback

e) To ensure the programme content remains relevant and up to date

f) In response to module availability

g) 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.

9.3.2 Where a change is necessary, full details of what has changed will be provided to the student at the earliest opportunity. Communication of changes will include details of what elements have changed and how this will affect offer holders.

9.3.3 Should an offer holder be unhappy with the changes, the University will use reasonable endeavours to provide a suitable alternative module within the University but a right to a refund or reduction of tuition fees will not normally apply.

9.4 Suspension of a Programme Prior to Enrolment

9.4.1 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:

a) Due to withdrawal of relevant accreditation

b) To address concerns with student experience

c) In response to changing requirements within the subject discipline and any subsequent issues of inadequate resources

d) Insufficient numbers of suitable applicants and acceptances

e) 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.

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

9.4.3 Should the University take the decision to suspend a programme prior to enrolment, all offer holders will be given the option to:

a) transfer their offer to a suitable alternative within the University, provided the offer holder meets all of the required entry criteria

b) defer their offer until the next available intake

c) withdraw from the offer without penalty

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

9.5 **Changes to a Programme Following Enrolment**

9.5.1 All efforts are made to limit changes to programmes once a student has enrolled. However, the University reserves the right to make changes as per 9.3.1 (above). No right to a refund or reduction of tuition fees paid or payable will arise in such circumstances.

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

9.6 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.

9.7 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.

9.8 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.

10. Data Protection

10.1 Under applicable data protection legislation a student has certain rights, including to check the information held about them, but students also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date.

10.2 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 a study abroad student can also be found here.

10.3 The University complies with applicable data protection obligations in its use of students' data. Enrolment information provided by students will form the basis of their student record. This will be used in the administration of their programmes 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.

10.4 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 or an internship.

10.5 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), the Destinations of Leavers from Higher Education survey (DLHE), student entry qualifications, progression and degree classification data are published on the Unistats comparison website.

10.6 You understand that by enrolling with the University, you will also become a member of both the Erasmus Student Network and 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 Study Abroad Team. Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.

11. Complaints

11.1 The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our Complaints page.

11.2 For enrolled students, see the student complaints procedure.

11.3 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.

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

Appendix A

Model Cancellation Form

(The following provides a model cancellation form. You should only complete and return this form if you wish to cancel your place and withdraw from the contract within the 14 Day Cooling Off period.)

Please return this form to the Education Abroad Office via post or email:

University of Westminster
Education Abroad Office
115 New Cavendish Street
W1W 6UW London UK

Email address: educationabroad@westminster.ac.uk

Dear Education Abroad Office,

Please accept this communication as official notification of my wish to cancel my contract with the University of Westminster within the 14 day cooling off period in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:

Address:

Student Number:

Date of acceptance of place of offer:

Signature:

Date: