University of Westminster
Student Terms and Conditions

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Amendments	
31.07.19	16.1: Updated link to privacy statement 16.2: Updated link to data protection pages 16.3: Updated link to information compliance page

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

2. The Contract

2.1 These terms and conditions are for those applying to joining the University of Westminster. By accepting an offer to study you are entering into a legally binding contract with the University and confirm 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.

3.2 As an applicant you are required to adhere to the University's Admissions Policy[1] when providing information. Failure to do so may result in your application being rejected.

3.3 On receiving an offer you are required to adhere to the specific requirements of the offer letter and course for which you have applied.

3.4 Once enrolled, you may be subject to disciplinary action and the University is entitled to terminate your enrolment if you fail to adhere to the full range of policies, procedures and rules set out at the end of this document.

3.5 The University will, for the duration of your enrolment on the course, provide services in accordance with the published course information, policies and regulations. The details of the standard course duration, including month when studies commence, are provided in your offer letter, and are published in both the prospectus and on our website.

4. Documentation Required

4.1 In accepting an offer, you confirm that you have provided accurate details of your highest formal qualification and all relevant previous study on your application form.

4.2 At enrolment, 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 your qualifications as listed on your application.

4.3 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.

4.4 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 As a student, you will need to enrol and subsequently re-enrol every academic year in order to continue your course of study with the University and maintain your student rights and privileges.

5.2 Your re-enrolment is subject to satisfactory academic progress on your course.

[1] https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/admissions-policy

5.3 Tuition fees are due at enrolment. You may not be able re-enrol with the University if you have outstanding tuition fees in excess of £1,000, as stipulated in the Student Fees and Other Charges policy.[2]

6. Students Requiring a Visa to Study in the UK

6.1 All applicants who require Tier 4 sponsorship, apart from those whose fees are being paid via a recognised sponsor scheme, must pay a minimum tuition fee deposit of £4,000 before the Confirmation of Acceptance for Studies (CAS) can be issued.

6.2 All applicants who require Tier 4 sponsorship are required to declare any criminal convictions as part of their CAS application.

6.3 The full course fee is displayed on the CAS. In addition to the initial deposit, international students are expected to pay the remaining outstanding balance as shown on the CAS and all published information.

6.4 When you apply for a place on a course, you are giving the University permission to contact the Home Office to discuss your immigration status at any point throughout your period of registration at the University.

6.5 As a student, 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 course. 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. Checkpoints are normally held in December and March
- inform the Tier 4 Team of any change in your immigration status or changes in personal circumstances which affect your Tier 4 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 Tier 4 Team of any absence, whether planned or otherwise, and provide medical evidence on request.

Advice and up to date Tier 4 guidance can be found on our Tier 4 Visa page[3].

[2] https://www.westminster.ac.uk/sites/default/public-files/general-documents/Student-Fees-and-Other-Charges-Policy-2018-19.pdf

[3] https://www.westminster.ac.uk/international/visas-and-advice/visas/tier-4-visa

6.6 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 Tier 4 students. All Tier 4 students are required to notify the Tier 4 Team of any changes as soon as possible.

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

7. Fees

7.1 In accepting an offer you confirm that you are aware of the fees and charges relating to your course of study, as per the published information, and that you are in a position to meet such charges on the due payment dates.

7.2 You understand that fees are quoted for the current year only and may vary slightly from one year to the next. Providing that you complete your course without retaking a year, the tuition fees will only increase by a maximum of the Retail Price Index (RPI) annual rate of inflation to reflect the increased costs of delivering the course.

7.3 Any RPI inflation rate linked increase will only take place prior to enrolment each year.

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

7.5 Where fees are payable directly to the University, you will be personally liable if your sponsor or Student Finance England, at any time, fails to pay any fees and charges that are due.

7.6 If your tuition fees are to be paid for by a sponsor, you are required to submit a letter from your sponsor confirming their commitment at enrolment and at the beginning of each subsequent year of your studies. Further information on Student Loan funding entitlement can be found on our fees and funding web pages.[4]

7.7 Any changes to fees will be clearly communicated to you in advance by the University. Please see below: Fee Liability and Cancellation.

8. Fee Liability and Cancellation

8.1 Students are only liable for tuition fees from the start of teaching week 2, unless the offer has been accepted late – after the published enrolment period. Students who accept late are entitled to the full 14 days Cooling Off

[4] http://www.westminster.ac.uk/study/prospective-students/fees-and-funding

period and this will be provided regardless of whether the 14 days end after the start of teaching week 2.

8.2 Provided formal notification of cancellation and withdrawal is submitted to Admissions before the end of the cooling off period, there will be no tuition fee liability and any fees paid will be refunded in full.

8.3 Students who withdraw after the end of the Cooling Off period will be liable to pay a pro rata proportion of fees as shown in the table at clause 8.4

8.4 Fee liability payment dates for students:

Undergraduate Fee Liability			
Period **Description**	**Autumn Enrolment** dates for students who enrol in Autumn	**Annual Fee Liability for Student Loan funded students** paid for by the SLC	**Annual Fee Liability for non-SLC funded students**
Cooling-Off period From acceptance of an offer until end of teaching week 1	Date of acceptance to the end of teaching week 1	0%	0%
First Semester After Enrolment and before the start of the second term	Start of teaching week 2 until 13th January 2020	25%	25%
Second Semester Before the start of third term	14th January 2020 to 20th April 2020	50%	50%
Third Semester After the start of third term	21st April 2020 onwards	100%	100%

Postgraduate (Taught) Fee Liability				
Period Description	**Autumn Enrolment** dates for students who enrol in Autumn	**Spring Enrolment** dates for students who enrol in Spring	**Annual Fee Liability for Postgraduate Loan SLC funded students paid for by the SLC**	**Annual Fee Liability for non-SLC funded students**
Cooling-Off period From acceptance of an offer until end of teaching week 1	Date of acceptance to the end of teaching week 1	Date of acceptance to the end of teaching week 1	0%	0%
First Semester After Enrolment and before the start of the second term	Start of teaching week 2 until 20 January 2020	Start of teaching week 2 until 15 April 2020	33%	33%
Second Semester Before the start of third term	24 January 2020 to 22 April 2020	16 April 2020 to 16 September 2020	66%	66%
Third Semester After the start of third term	27 April 2020 onwards	17 September onwards	100%	100%

Postgraduate Research/Doctoral Students
Fee Liability for Doctoral students is calculated pro-rata. This means that for any student who withdraws 14 days after enrolment, their liability will be calculated on a monthly basis. E.g. A student that enrols in September but withdraws in December, will be liable for 3 months of their total tuition fee.

8.5 Liability for tuition fees and eligibility for fee refunds depend upon the date of receipt of formal written notification of cancellation and withdrawal by the Admissions team.

8.6 Non-payment of fees owed will be subject to the University's Student Fees and Other Charges policy. The University may refer an unpaid debt to an

external debt collection agency. Any charges incurred as a result of referring a debt to an external agency may be added to the student's account.

9. Your Right to Cancel

9.1 The contract between the University and student begins at the point at which you accept an offer to study. Subsequently, you have until the end of the Cooling Off period to cancel without penalty, in accordance with section 8. To do so you must provide formal written notification of cancellation and withdrawal within this timeframe.

9.2 Appendix A of this document provides a model cancellation form in order to assist students who wish to cancel a place on a course within the Cooling-Off period.

9.3 You should keep a copy of your written cancellation notification and any acknowledgement subsequently received from the University.

9.4 If you cancel during the Cooling Off period and if you have paid a deposit you are entitled to a full refund.

9.5 In addition to the right to cancel within the Cooling Off period, you may cancel at any time after enrolment without financial penalty above 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 your control prevents a student from engaging in the course for a period of 16 continuous weeks or more – e.g. a medical condition. Further details may be requested at the point of cancellation.

10. Our Right to Cancel or Amend

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

a) If the University has confirmation that you submitted fraudulent documents in support of an application to study. In this instance the University reserves the right to cancel the contract.

b) If, once you have commenced studies, you fail to progress and cannot continue for academic reasons. In this instance the University reserves the right to cancel the contract after you have exhausted all academic options as per the University's Academic Regulations.[5]

[5] https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/academic-regulations

c) If your course entitles you to registration with a professional body and the requirements of registration change before you have completed the course. (E.g. an additional module is required). In this instance the University reserves the right to amend the contract to reflect the change, giving you the ability to complete the course as planned.

11. Changes to an Offer Prior to Acceptance

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

11.2 If the University is required to change any aspect of the offer before the point of acceptance, the University will inform you in writing at the earliest possible point, providing full details of what has changed and why the change was made, to minimise any potential disruption. As an applicant you have the option to accept or reject the amended offer.

12 Changes to a Programme Prior to Enrolment

12.1 The University may be required to make changes to a course after you have accepted an offer, 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 course quality in response to student feedback.

d) To improve course quality in response to external examiner feedback.

e) To ensure the course content remains relevant and up to date (this may include changes to the modules offered)

12.2 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.

12.3 Should you be unhappy with the changes, the University will use reasonable endeavours to provide a suitable alternative course within the University. Where a suitable alternative is not available the University will assist in helping you to find a suitable alternative at a different provider.

13 Suspension of a Programme Prior to Enrolment

13.1 The University reserves the right to suspend (not run) a Programme prior to enrolment, including where you have been made, and accepted an offer, in the following circumstances:

a) Due to withdrawal of relevant accreditation.

b) To address serious 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 which would have a negative impact on student experience.

13.2 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.

13.3 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, closely aligned, 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.

14 Changes to a Programme Following Enrolment

14.1 All efforts are made to limit changes to courses once a student has enrolled. However, the University reserves the right to make changes as per paragraph 13.1 (above).

14.2 Where changes are necessary you will receive clear communication and consultation to explain why the change is required, how it will affect you, and what mitigations have put in place to minimise disruption.

14.3 In the unlikely event the University makes any substantial and material changes to your course you may terminate the contract without penalty. In practice this means either switching courses or withdrawing from the University and seeking a new education provider. In either instance the University will provide full assistance with the process.

Substantial and material changes include:

a. Change of location
b. Change of core modules
c. Extensive change to assessment and learning outcomes
d. Change to overall course aims
e. Change to module credit value
f. Change to mode of study

15 Unforeseen Disruption

15.1 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.

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

15.3 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.

16. Data Protection

16.1 Under the Data Protection Act 2018 ("DPA") you have the right to check the information the University hold about you. You also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date, in accordance with our Student Data Privacy Statement.[6]

16.2 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.[7]

16.3 The University complies with the DPA in its use of student data. By completing enrolment you give permission for your information to form the basis of your student record and also graduate record which will be managed by the Development and Alumni Relations Office. This will be used in the administration of your course 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.[8]

16.4 The University sends student data to relevant government agencies for their use, including the Higher Education Statistics Agency (HESA) and UK Visas and Immigration (UKVI). To help inform prospective students' choices, National Student Survey (NSS), Graduate Outcomes, student entry qualifications, progression and degree classification data is made available to support the Unistats comparison website.

[6] https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/personal-data-protection/student-data-privacy-statement
[7] https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/personal-data-protection/data-subject-rights
[8] https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/personal-data-protection/personal-data-protection-policy

16.5 In accepting these terms and conditions, you agree to the provision of a Higher Education Achievement Report (HEAR) online transcript. See the HEAR webpage[9] for further details.

16.6 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 your relevant registry. Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.

16.7 You understand that by enrolling with the University, from time to time you will receive communications about other University of Westminster courses, services and products. If you wish to opt-out of these communications, you will be able to do so by notifying shortcourses@westminster.ac.uk

17. Complaints

17.1 The University operates robust complaints procedures for applicants and students. As an applicant, you can find details of how of how to make a complaint on our Applicant Complaints page.[10]

17.2 Once enrolled students, see the student complaints procedure. [11]

17.3 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

[9] https://www.westminster.ac.uk/study/current-students/your-studies/results-and-awards/higher-education-achievement-report

[10] https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/applicant-complaints-procedure

[11] https://www.westminster.ac.uk/study/current-students/your-studies/forms-and-procedures/complaints

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

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

Student Code of Conduct

Student Complaints Procedure

Student Disciplinary Procedure

Student Fees and Other Charges Policy

University Engagement and Attendance Policy

Appendix A

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.)

P*lease return this form to the Admissions Team via post or email:*

Course Admissions
University of Westminster
First Floor, Cavendish House
101 New Cavendish Street
London W1W 6XH

Email address list: https://www.westminster.ac.uk/about-us/contact-us

Dear Admissions

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 offer:

Signature

Date