

# University of Westminster

## Student Terms and Conditions

### Published – March 2023

#### INTRODUCTION

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 a course 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.

Your attention is drawn in particular to the following sections:

- The conditions with which you will need to comply ([section 3](#))
- Your obligations ([section 4](#))
- When and how we can make changes to the Contract ([section 9](#) and [section 10](#))
- Suspending or ending the Contract ([section 11](#))
- Complaints ([section 14](#))
- Our responsibility to you ([section 15](#))

If you have any questions, please contact [termsandconditions@westminster.ac.uk](mailto:termsandconditions@westminster.ac.uk) before you accept your offer.

Please note that the provision of any residential accommodation to you by the University will be subject to a separate contract.

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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 [Contact Us webpage](#)):
- 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](mailto:termsandconditions@westminster.ac.uk)
- 1.3 The University is regulated by the [Office for Students](#)<sup>1</sup> (“**OfS**”). The OfS can be contacted by email at [info@officeforstudents.org.uk](mailto:info@officeforstudents.org.uk) or by telephone +44 (0)117 931 7317.

## 2. HOW AND WHEN THE CONTRACT BECOMES LEGALLY BINDING, AND WHAT THE CONTRACT CONTAINS

- 2.1 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. You should keep a copy of these Terms for your own records.
- 2.2 We will send you an offer letter setting out details of our offer of a place on a specified course (the “**Course**”) to study with us (the “**Offer Letter**”). In addition to the Offer Letter, information about your Course will be set out in the programme specification for that Course available on our [website](#)<sup>2</sup>, or in our hard copy prospectuses.
- 2.3 The Offer Letter will also provide you with important information about the contract between us and will confirm when and how the contract between us is formed and when it will become legally binding. In accepting an offer, you confirm that you have provided accurate details, including details of your highest formal qualification(s) and all relevant previous study on your application form.
- 2.4 To accept the offer, you will need to follow the instructions set out in the Offer Letter.
- 2.5 If you are applying using [UCAS](#)<sup>3</sup>, you will need to follow the instructions given to you as set out in your Offer Letter and on the user pages of the UCAS system itself.
- 2.6 You can accept our offer as either a “Firm” choice or as an “Insurance” choice. This means that you might have two contracts in place with two different institutions (or, if both of your choices are with us, you will have two contracts with us for two different courses). As you will ultimately only proceed with one of these choices, one of these will end automatically when

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<sup>1</sup> <https://www.officeforstudents.org.uk/>

<sup>2</sup> <https://www.westminster.ac.uk/study>

<sup>3</sup> <https://www.ucas.com/>

you have made your final decision on which choice to proceed with. Please see below for more details about how this Contract may be ended by both you and us.

- 2.7 If you have applied to us via [UCAS](#) clearing or adjustment, you will need to add us as your clearing or adjustment choice through the relevant UCAS process.
- 2.8 A legally binding contract will be formed between us for the provision of your Course and related services once you accept our offer in accordance with the Offer Letter instructions OR we have written to you confirming your place with us.
- 2.9 Please note that the information contained in your Offer Letter will be the information that applies to your Contract with us, and if there is any inconsistency between what is in our Offer Letter and the information given to you via the [UCAS](#) system, you will need to refer to the terms of your Offer Letter.
- 2.10 The contract between us comprises the following documents (the “**Contract**”), and will continue for the standard Course duration unless it is ended or extended in the ways described in these Terms:
  - 2.10.1 your Offer Letter, which will set out details of your place on a course of study with us including important information about:
    - 2.10.1.1 the course, tuition, assessment and links to related services with which you will be provided;
    - 2.10.1.2 the fees and any additional charges payable for the course;
    - 2.10.1.3 the duration of the course; and
    - 2.10.1.4 details of any Conditions that will apply to you (see further [section 3](#) Entry Requirements and Other Conditions with which you will need to comply, below)
  - 2.10.2 these Terms; and
  - 2.10.3 the regulations, policies and procedures listed at [Appendix A](#).

### **3. ENTRY REQUIREMENTS AND OTHER CONDITIONS WITH WHICH YOU WILL NEED TO COMPLY**

- 3.1 Our offer will either be unconditional or conditional:
  - 3.1.1 An unconditional offer means the applicant has met the academic entry requirements and the selection criteria for the course.
  - 3.1.2 A conditional offer means that some criteria have still to be met, for example specified minimum entry requirements need to be achieved (see Minimum Entry Requirements at [section 3.2](#) below) and/or other conditions need to be satisfied in order for you to be able to enrol with us (for example, the payment of a deposit if

you are an international student) ("**Conditions**"). If your offer is conditional, the Offer Letter will set out any Conditions that you need to satisfy in order for you to enrol with us.

3.2 The Course website page, Offer Letter, and our [Admissions Policy<sup>4</sup>](#) will set out any minimum entry requirements that you need to meet. They might be requirements such as minimum academic qualifications, prior learning attainment or English language proficiency skills. We refer to these as "**Minimum Entry Requirements**" in these Terms.

3.3 In addition:

3.3.1 Your Course will also require you to meet standards of academic performance/attainment for progression including passing certain exams or other assessments, and to submit coursework, and these will be determined by your Course's academic and (if applicable) professional suitability standards. We refer to these as "**Course Requirements**" in these Terms.

3.3.2 If you are an international student, it will also be 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 ("**International Student Conditions**"). More information related to International Student Conditions can be found at [section 7](#) below.

3.3.3 PROFESSIONAL PROGRAMMES ("**Professional Suitability Requirements**").

3.3.4 If you have been offered a scholarship or bursary, you will also be subject to the terms of those arrangements and will need to comply with any conditions that are explained within those terms.

3.4 You will need to meet any Minimum Entry Requirements, Conditions, Course Requirements, Professional Suitability Requirements, and International Student Conditions (as relevant to you) in order to enrol with us and to progress your studies with us.

3.5 Where applicable, you will need to provide us with evidence that the relevant Conditions, Minimum Entry Requirements, Professional Suitability Requirements and International Student Conditions have been met in the form of original official documents, certifications issued by a recognised awarding body (unless these have already been verified via [UCAS](#) where you are using the UCAS system to apply) and/or official translations of any certifications if in any language other than English (where not otherwise verified through UCAS where you are using the UCAS system to apply):

3.5.1 by the date specified in your Offer Letter; and

3.5.2 from time to time during your Course as required.

Please also see [section 7](#) for additional information relating to international students.

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<sup>4</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/admissions-policy>

- 3.6 If you do not meet the Minimum Entry Requirements, Conditions, Professional Suitability Requirements, International Student Conditions and Course Requirements (as relevant to you) or fail to provide us with satisfactory evidence that you have met them when asked to do so, we may look to suspend or end the Contract as set out in [section 11](#).

## 4. YOUR OBLIGATIONS

- 4.1 In agreeing to these Terms you are also agreeing to:

- 4.1.1 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);
- 4.1.2 comply with the terms and conditions of the Contract;
- 4.1.3 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;
- 4.1.4 keep all information provided to us (including your contact details) up-to-date and notify us promptly of any changes in your information;
- 4.1.5 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;
- 4.1.6 enrol with us at the start of your Course and re-enrol each academic year;
- 4.1.7 pay all course fees and any additional charges when due;
- 4.1.8 act within the law and not engage in activity or behaviour that is likely to bring the University into disrepute;
- 4.1.9 for those students on a study abroad or exchange programme or work placement, observe the reasonably accepted standards of behaviours in the country and/or place of work where they are undertaking their studies;
- 4.1.10 be responsible for your own learning and pursue your studies diligently (which includes submitting work on time and attending assessments).

## 5. OUR OBLIGATIONS

- 5.1 The University will, for the duration of your Contract, provide the services with reasonable skill and care in accordance with the published course information, policies and regulations. The details of the standard course duration, including the month when studies commence, are provided in your Offer Letter, and are published in both the prospectus and on our website.

## 6. ENROLMENT

- 6.1 At initial 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 satisfactory evidence of your qualifications as listed on your application (see further [section 3.5](#) above).
- 6.2 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 points on request throughout your period of study.
- 6.3 Failure to provide any of the documentation required at the relevant time may result in suspension or termination of our Contract on written notice to you in accordance with [section 11](#) below.
- 6.4 As a student, you will need to enrol and subsequently re-enrol at the start of every academic year in order to commence and then continue your course of study with the University and maintain your student rights and privileges.
- 6.5 Your re-enrolment is subject to satisfactory academic progress on your course, and in accordance with Course Requirements. Further details on what we mean by “satisfactory academic progress” in the context of your Course can be found in the Programme Specification published on the [course specific web page](#).
- 6.6 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](#)<sup>5</sup>.

## 7. STUDENTS REQUIRING A VISA TO STUDY IN THE UK

- 7.1 All students who require Student Visa 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.
- 7.2 All students who require Student Visa sponsorship are required to declare any criminal convictions as part of their CAS application.
- 7.3 The full course fee is displayed on the CAS. In addition to the initial deposit, international students are required to pay the remaining outstanding balance as shown on the CAS and all published information.
- 7.4 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 enrolment at the University.
- 7.5 If you are joining the University via one of our key partner routes (e.g. Kaplan), in accepting

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<sup>5</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/student-fees-and-other-charges-policy>

these Terms you agree to your academic achievement and completion data being shared with the partner provider.

- 7.6 If you are joining the University as a sponsored student, you agree to your academic data being shared with the sponsor organisation/individual. This includes attendance, progression and attainment data.
- 7.7 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 Visa Compliance Team immediately of any change in circumstances in writing.
- 7.8 Failure to adhere to these Terms may lead to the University withdrawing you from your Course and terminating this Contract and informing the Home Office that we are no longer sponsoring your visa. Please see [section 11](#) for further information.
- 7.9 The University reserves the right not to issue a further CAS for any student who has failed to meet any relevant Course Requirements which apply to you, or who has had a previous CAS withdrawn for failing to meet the University's and Home Office's requirements.

## 8. FEES

- 8.1 In accepting an offer you confirm that you are aware of the course fees and charges payable by you relating to your course of study (the "**Fees**"), as per the published information and as detailed in your Offer Letter, and that you are in a position to meet such charges on the due payment dates.
- 8.2 In addition to the listed Fees, you may be required to pay some additional costs related to your course. Additional costs might include bench fees, field trips, course materials and miscellaneous expenses ("**Additional Costs**"). Full details of all Additional Costs you will be legally bound to pay can be found in the published information available on the University website and as detailed in your Offer Letter.
- 8.3 Your obligations under the Contract include paying all Fees and Additional Costs when due. Details of when and how you are required to make payments are set out on our [Paying Your Fees](#)<sup>6</sup> web page. In addition, specific payment schedules are published annually in the University's [Student Fees and Other Charges Policy](#).
- 8.4 Students studying on an approved University of Westminster apprenticeship programme are excluded from sections 8.1-8.3. Apprentice tuition fees are paid through the levy service.
- 8.5 You understand that Fees are quoted for the current year intake only and may vary should you choose to defer or extend your studies. As provided for in the University's [Student Fees and Other Charges Policy](#), we may charge interest and/or an administration fee on late or unpaid Fees. Debt collection fees may also be recovered from you.

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<sup>6</sup> <https://www.westminster.ac.uk/study/fees-and-funding/fees/paying-your-fees>



- 8.6 For students entering from September 2019 course Fees are fixed from the point of entry and will remain the same for the duration of studies unless you are unable to complete in the standard timeframe and are required to re-enrol for a further period. In this case your Fees will be charged at the same rate as the current year, which may be higher.
- 8.7 If your Fees are to be paid for by a sponsor, you are required to submit a letter from your sponsor at enrolment and at the beginning of each subsequent year of your studies confirming their commitment.
- 8.8 Where Fees are payable directly to the University, you will be personally liable if your sponsor, Student Finance England or other relevant third party, at any time, fails to pay any Fees and charges that are due.
- 8.9 Further information on Student Loan funding entitlement can be found on our [Fees and other funding web pages](#)<sup>7</sup>.
- 8.10 Students studying on an approved University of Westminster apprenticeship programme are not bound by the tuition fee liability table, and active apprentices are at no time liable for tuition fees.
- 8.11 If an apprentice leaves their apprenticeship (e.g. is no longer employed or the employer chooses to discontinue the apprenticeship) and elects to complete their studies as a self-sponsoring student, then all standard fee liabilities apply.
- 8.12 Non-payment of Fees and Additional Costs 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. CHANGES TO AN OFFER PRIOR TO ACCEPTANCE

- 9.1 The University reserves the right to make changes to an offer at any time before it has been accepted.
- 9.2 If we need to change any aspect of the offer (including making changes to a Course) before the point of acceptance, we 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.

## 10. WHEN WE CAN MAKE CHANGES TO THE CONTRACT

- 10.1 We will always try and minimise making changes to the Contract (including changes to the Course and to our services and facilities). However, there may be times where changes are needed. The table below gives examples of **when** and **why** we might need to make changes and explains **what** these changes might look like and **how we will tell you** about them.
- 10.2 The changes that we make might be:

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<sup>7</sup> <https://www.westminster.ac.uk/study/fees-and-funding>

- 10.2.1 **MINOR:** i.e. they will not in our view materially change how the Course or related services or facilities are provided to you; or
- 10.2.2 **MAJOR:** i.e. they will have a more significant impact on the way that we teach and provide the Course and other services and facilities to you.
- 10.3 If we need to make any changes, we will assess the potential impact of such changes and will follow the process explained in [section 10.4](#). Where changes are necessary you will receive clear communication.
- 10.4 The following table provides a list of examples of reasons why changes might be made, and the type of changes we might make:

WHY we may need to make changes	WHAT the change might look like
<p>We might need to make changes to the Contract (including to your Course, services or facilities) in order, for example:</p> <ul style="list-style-type: none"> <li>To reflect changes in and to seek to ensure that we comply with: <ul style="list-style-type: none"> <li>the law</li> <li>legal or sector guidance or a decision by a court (or similar body)</li> <li>requirements or guidance issued by a regulator (e.g. the Office for Students or Competition &amp; Markets Authority), a funding body, a statutory, professional or accrediting body, or UK Government (including, for example, UKVI).</li> </ul> </li> <li>To ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality.</li> <li>To reflect changes and developments in pedagogy or academic research to ensure that your Course is relevant and up-to-date.</li> <li>To maintain or improve the quality of our educational and/or pastoral services, or in response to student or external examiner feedback, or to reflect best practice across the higher education sector.</li> <li>To address serious concerns with student experience.</li> <li>To meet any changes to health and safety requirements or guidelines.</li> <li>To help protect you or us against cybercrime or to otherwise help avoid and mitigate cyber security issues.</li> <li>To reflect changes to our property and premises.</li> <li>To reflect changes in student demand for certain modules (whether optional or mandatory ones).</li> </ul>	<p>The circumstances identified in the left-hand column may result in a variety of different types of changes being made by us including, for example:</p> <ul style="list-style-type: none"> <li>changes to the timetable for delivery of your Course;</li> <li>changes to the number of classes/lectures and/or other teaching activities relating to the Course;</li> <li>changes to the methods by which the Course is delivered and/or assessed (e.g. by moving from an in-person to virtual format or vice versa);</li> <li>changes to the content and/or syllabus of the Course;</li> <li>changes to the way that we teach, supervise and/or assess a Course</li> <li>changes to the location of your Course teaching or facilities. We consider a minor change being one which means we instead provide these within the same campus or site provided they are of equivalent quality as those advertised by us, whereas a major change would be where we move the location to a different location that is not located near the original delivery campus/site;</li> <li>additions to and/or withdrawals of certain modules on your Course or to placements or work experience;</li> <li>changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remain as up to date as possible;</li> <li>changes to the module credits allocated to a module;</li> <li>change to assessment and learning outcomes;</li> <li>change to overall course aims;</li> <li>procedural changes to our Handbook that help improve the Course;</li> <li>changes to academic support services (e.g. disability learning support), or to pastoral service (e.g. counselling).</li> </ul>

WHY we may need to make changes	WHAT the change might look like
<ul style="list-style-type: none"> <li>• To reflect changes in student demand for our pastoral services (e.g. counselling).</li> <li>• To mitigate and deal with any circumstances where our premises or staff are subject to a serious IT security event.</li> <li>• To deal with unavoidable changes in our academic and/or support staff.</li> <li>• In response to minimum enrolment numbers not being attained / fall in enrolment numbers.</li> <li>• In light of the withdrawal or amendment of any relevant approval or accreditation.</li> <li>• To reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider.</li> <li>• To reflect changes made by a provider/institutional partner.</li> <li>• To make changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 or other pandemic or endemic restrictions. We may, for example, need to change delivery and assessment methods (e.g. by moving towards a greater percentage of distance teaching or in-person learning or assessment) and make appropriate adjustments to how we provide the services or facilities to you to meet these requirements. We may need to make these changes with limited notice for health and safety reasons, but we will always seek to provide you with as much notice of any such changes as we can.</li> <li>• For any other valid reason.</li> </ul>	
<p><b>SPECIFIC COVID-19 DISRUPTION CHANGES</b></p> <p>We may need to make changes to the Contract (including to the Course or to our other services or facilities) from time to time to help us comply with and respond to temporary or longer-term government guidelines, regulations or restrictions (or related health and safety requirements) as a result of the ongoing COVID-19 pandemic.</p> <p>Please see <a href="#">section 12</a> about how we might make changes in response to events outside of our control.</p>	<p><b>SPECIFIC COVID-19 DISRUPTION CHANGES</b></p> <p>To address the specific ongoing issues caused by COVID-19, in addition to the examples above, we may need to make the following adjustments to the Contract (including to the Course and to our other services and facilities) from time to time as follows:</p> <ul style="list-style-type: none"> <li>• changes to the order or timing of how we deliver modules or other Course components (including placements) to you. This might be necessitated to allow us to give you the relevant experience, e.g. to move a non-practical module or placement to a later date if there are ongoing COVID-19 or similar pandemic or epidemic disruptions or restrictions in place;</li> <li>• changes to the way that we teach, deliver or assess a course and/or provide pastoral support services (for example, moving to online delivery or changing the percentage of online and in- person delivery)</li> </ul>

10.5 How we will manage these changes and what you can do if you are not happy with the changes.

Type of Change	How You Will be Notified	What if you are not happy with the change?
<b><u>MINOR changes</u></b>	<p>We will notify you of any MINOR changes via email, providing you with as much notice as is in our view appropriate in the circumstances.</p> <p>Where possible, we will look to provide this notice to you in advance of making MINOR changes, but this may not always be possible (e.g. if we are required to make changes at short notice to respond to a Government or regulator's direction or to urgently deal with a situation (such as a security or health and safety risk or emergency at the University)).</p>	N/A
<b><u>MAJOR changes</u></b>	<p>If we need to make any changes which will, in our reasonable opinion, have a more significant impact on the way that we teach or provide your Course or other services and facilities to you, and which will cause you a significant detriment, we will notify you as soon as we reasonably can in the particular circumstances, and will let you have details about the changes and how they will impact you and the steps we will take to minimise the detriment. As with the MINOR changes, we might not always be able to give you much notice.</p> <p><b>Please see below for what happens if we decide to WITHDRAW or CLOSE or MERGE a course.</b></p> <p><b>For the avoidance of doubt, where we are making changes in response to the COVID-19 pandemic which were communicated to you before you accepted our offer, such changes will not constitute MAJOR changes for the purposes of this section.</b></p>	<p>Please get in touch with us promptly if you have any queries or concerns about a MAJOR change we make (email <a href="mailto:Termsandconditions@westminster.ac.uk">Termsandconditions@westminster.ac.uk</a>). Please also see <a href="#">section 14</a> on Complaints.</p> <p>If you remain unhappy about any MAJOR change, and if you have suffered a significant detriment as a result of the change, you may be entitled to end the Contract due to the major change in accordance with <a href="#">section 11</a> below.</p> <p>Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees you have paid to us and to compensation in accordance with our <a href="#">Student Fees and Other Charges Policy</a>.</p>
<b><u>Course WITHDRAWAL, CLOSURE or MERGER</u></b>	<p><b>Pre-commencement of Course</b></p> <p>If the University decides to withdraw or close or merge your Course before it starts, then it will take reasonable steps to notify you in advance and you will be entitled to terminate this Contract by written notice to the University in accordance with <a href="#">section 11</a> below.</p>	<p>In all circumstances the University will take reasonable steps to minimise any disruption caused .</p> <p>Where we are unable to offer you an alternative place with us or to defer your</p>

Type of Change	How You Will be Notified	What if you are not happy with the change?
	<p><b>Post-commencement of Course</b></p> <p>There may also be times where we need to withdraw or close your Course, or merge your Course with other courses, after your Course has commenced, if such action is required for example as a result of one of the reasons set out above in this <a href="#">section 10</a>.</p>	<p>place, our Contract will end at an appropriate date specified by us.</p> <p>In these circumstances you may be entitled to a refund of any deposit and/or Fees and/or any relevant Additional Costs which you have paid to the University, unless these can be transferred to a third party provider. Please see our <a href="#">Student Fees and Other Charges Policy</a> for further information about how any Fees, Additional Costs and deposits you have paid will be dealt with in these circumstances.</p>

## 11. SUSPENDING OR ENDING THE CONTRACT

- 11.1 There may be circumstances where the Contract can be suspended or ended by either you or us before the normal expiry.

### *When and how YOU may be able to suspend or end the Contract*

- 11.2 The table below provides details about when and how YOU may be entitled to suspend or end the Contract, as well as explaining what your refund rights are (if any):

Your legal right to cancel	What you need to do
<ul style="list-style-type: none"> <li>If you have accepted an offer from us in any way other than in person at our premises, you have a legal right to cancel the Contract if you change your mind. If you change your mind, you must cancel the Contract within the cancellation period. The cancellation period starts from the date you accept our offer and ends 14 days after (the “<b>Cancellation Period</b>”).</li> </ul> <p><b>IMPORTANT NOTICE:</b></p> <ul style="list-style-type: none"> <li>We can start to provide the Course to you under the Contract before the end of the Cancellation Period if you have asked us to do so. This might apply, for example, if you have applied to us very soon before your course is due to start, or applied to us via Clearing. This will not prevent you from cancelling the Contract.</li> </ul>	<p><b>This is a legal right that you will have to end the Contract if you meet the notice requirements.</b></p> <p>You must clearly inform us of your decision to cancel before the expiry of the Cancellation Period.</p> <p>You can use the <b>model cancellation form</b> in <a href="#">Appendix B</a> to tell us, but you don’t have to. You can contact us using the information set out in the “About” <a href="#">section 1</a>.</p> <p>Note that to meet the deadline, you just have to have sent your communication to us. We do not have to have received it by that time.</p> <p><u>Refund rights</u></p> <p>Any Fees, additional costs and tuition deposit you have paid to us will be refunded in full within 14 days after the day you told us you want to cancel. They will only be refunded to the person who actually paid them unless it is agreed otherwise.</p>

Pre-enrolment	What you need to do
<ul style="list-style-type: none"> <li>If you have accepted your offer with us using the <a href="#">UCAS</a> system as your “Insurance” choice, and you decide to study at your “Firm” choice institution.</li> </ul>	<p><b>You will have an immediate right to terminate in these circumstances.</b></p> <p>You do not have to contact us directly to end your Contract, as this will be managed and notified to us after you have made your choice/at the appropriate time via <a href="#">UCAS</a>.</p> <p><u>Refund rights</u> You will be entitled to receive a full refund of any Fees, Additional Costs and deposit paid to us in these circumstances.</p>
<ul style="list-style-type: none"> <li>If you otherwise decide not to study with us before you enrol</li> </ul>	<p>If pre-enrolment you decide that you no longer wish to pursue your studies with us (for whatever reason), you will be entitled to cancel your place with us.</p> <p><u>Refund rights</u> You will be entitled to receive a full refund of any Fees, Additional Costs and deposit paid to us in these circumstances.</p>

If you no longer wish to study with us following initial enrolment	What you need to do
<ul style="list-style-type: none"> <li>If you no longer wish to study with us.</li> </ul>	<p><b>You have the right to terminate in these circumstances at any time.</b></p> <p>Please do get in touch with us if you are thinking of ending your studies with us.</p> <p><u>Refund rights</u> If you decide you no longer wish to study with us, you will not be automatically entitled to a refund.</p> <p>All students are only liable for Fees after a minimum duration of 14 days from the published start of teaching. If you decide you no longer wish to study with us within the first 14 days of your published start date, you will be entitled to a refund for any Fees, Additional Costs and tuition deposit already paid.</p> <p>In all other circumstances, you will normally be liable to pay Fees and any applicable Additional Costs for the remainder of the academic year in which you withdraw. You may be entitled to a refund/waiver to reflect the unexpired period of the Course, to be calculated on a pro rata basis (subject to us charging/retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund/waiver will be determined taking account of the relevant circumstances at the time of termination and in accordance with our <a href="#">Student Fees and Other Charges Policy</a>.</p>

If you no longer wish to study with us where we have not complied with our obligations under this Contract	What you need to do
<ul style="list-style-type: none"> <li>If we have seriously breached the terms of the Contract and we have not been able to put things right for you within a reasonable time in accordance with our relevant procedures.</li> </ul>	<p><b>You may have the right to end the Contract in these circumstances.</b></p> <p>Please let us know as soon as possible if you have any issues or concerns with the Contract, and follow our Complaints Process as described in <a href="#">section 14</a>.</p> <p><u>Refund rights</u> Depending on the circumstances, you may be entitled to an appropriate refund and/or other redress in accordance with your consumer law rights and under our Student Protection Plan and Student Fees and Other Charges Policy. In some cases, we may be able to support you to find a place on an alternative course at the University subject to place availability and you meeting the relevant Conditions for the alternative course, or provide you with reasonable assistance to study at another provider. Please refer to our <a href="#">Student Protection Plan<sup>8</sup></a>, and <a href="#">Student Fees and Other Charges Policy</a> for more details.</p> <p>You can also make a complaint. Please see <a href="#">section 14</a>.</p>
<ul style="list-style-type: none"> <li>If we have made a MAJOR change to the Contract that you are not happy with, or where we have decided to withdraw, close or merge a course. Please see section 11 for more details.</li> </ul>	<p>We will contact you as described in <a href="#">section 10</a> to notify you of any MAJOR changes that we wish to make, or if we have decided to withdraw, close or merge your course.</p> <p><u>Refund rights</u> Depending on the circumstances, you may be entitled to an appropriate refund or other redress in accordance with your consumer law or other applicable rights. Please refer to our <a href="#">Student Protection Plan</a>, and <a href="#">Student Fees and Other Charges Policy</a> for more details.</p>

Interruption of studies	What you need to do
<ul style="list-style-type: none"> <li>If you would like to take a break from your studies at any time, for any reason, we may be able to let you do this. Further information can be found on our <a href="#">interrupting from studies web page<sup>9</sup></a>.</li> </ul>	<p>Please contact our Student Centre team (email: <a href="mailto:studentcentre@westminster.ac.uk">studentcentre@westminster.ac.uk</a>) to discuss any such interruption of your studies.</p> <p><u>Refund rights</u> Whether you are entitled to a refund in such cases will depend on the relevant circumstances. Please see our <a href="#">Student Fees and Other Charges Policy</a> for further detail.</p>

<sup>8</sup> <https://www.westminster.ac.uk/sites/default/public-files/general-documents/Student-protection-plan.pdf>

<sup>9</sup> <https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/interrupting-or-withdrawing-from-studies>

### ***When and how WE may be able to suspend or end the contract***

11.3 The table below provides details about when and how WE can suspend or end the Contract and what rights you might have to receive a refund:

Where any of the following apply (including pre-enrolment)	What we will do
<ul style="list-style-type: none"> <li>• If you fail to meet (or fail to provide us with satisfactory evidence that you have met) the relevant Minimum Entry Requirements, Conditions, Professional Suitability Requirements, International Student Conditions or Course Requirements before you start your Course, or if you do not meet any continuing relevant Minimum Entry Requirements, Conditions, Professional Suitability Requirements International Student Conditions or Course Requirements at any time during your studies.</li> <li>• If we become aware that information which you (or someone on your behalf) has provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading.</li> <li>• If you fail in a serious way to comply with your obligations under the Contract (including, for example, in respect of <a href="#">conduct or fitness to practise</a>).</li> <li>• If you fail to enrol each academic year by the latest enrolment date, we confirm to you (typically within 2 weeks of the start of the Course).</li> </ul>	<p>We will contact you in line with our relevant regulations and procedures and we will take any action permitted under those regulations and procedures. We may under relevant regulations and procedures be entitled initially to suspend your studies or to do so as a precautionary step, but any such suspension will not prevent us from subsequently ending the Contract in accordance with the regulations and procedures.</p> <p>We may also suspend the Contract as a disciplinary sanction or fitness to practise or fitness to study outcome in accordance with the relevant regulation/procedure.</p> <p><u>Refund rights</u> You will normally be liable to pay Fees and any applicable Additional Costs for the remainder of the academic year in which your termination takes effect. You may be entitled to a refund/waiver to reflect the unexpired period of the Course, to be calculated on a pro rata basis (subject to us charging/retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund/waiver will be determined taking account of the relevant circumstances at the time of termination and in accordance with our <a href="#">Student Fees and Other Charges Policy</a>.</p>
<ul style="list-style-type: none"> <li>• If you are unable to attend your Course or complete your studies due to ill-health.</li> </ul>	<p>Our <a href="#">Student Support Services</a><sup>10</sup> are on hand to assist you in these circumstances.</p> <p><u>Refund rights</u> Refunds for illness are treated the same as a withdrawal for any other personal reason.</p>
<ul style="list-style-type: none"> <li>• If you do not pay your Fees and/or any Additional Costs when due including where a third party fails to pay on your behalf.</li> </ul>	<p>Please contact our Student Finance Team (email: <a href="mailto:finance@westminster.ac.uk">finance@westminster.ac.uk</a>) if you have any questions about Fees. Please contact us as soon as possible if you are having difficulties paying your Fees or any Additional Costs.</p> <p><u>Refund rights</u> You will normally be liable to pay Fees and any applicable Additional Costs for the remainder of the academic year in which your termination takes effect.</p>

<sup>10</sup> <https://www.westminster.ac.uk/current-students/support-and-services>



Where any of the following apply (including pre-enrolment)	What we will do
	You may be entitled to a refund/waiver to reflect the unexpired period of the Course, to be calculated on a pro rata basis (subject to us charging/retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund/waiver will be determined taking account of the relevant circumstances at the time of termination and in accordance with our <a href="#">Student Fees and Other Charges Policy</a> .
<ul style="list-style-type: none"> <li>• If your circumstances change so that you no longer have permission to remain in the UK.</li> <li>• If you acquire a relevant criminal conviction or develop a health condition that prevents you from meeting the occupational health requirements of your Course.</li> <li>• If your continued attendance at the University or on your Course poses a serious risk to your health, safety and/or welfare, or that of others, which the University is unable to take reasonable steps to mitigate having followed our applicable regulations and procedures.</li> </ul>	<p>In these cases, we will contact you to discuss the change in your circumstances, taking into account the relevant regulations and procedures. We might not decide to end the Contract, but we would need to assess whether you can continue with your studies.</p> <p><u>Refund rights</u></p> <p>You will normally be liable to pay Fees and any applicable Additional Costs for the remainder of the academic year in which your termination takes effect. You may be entitled to a refund/waiver to reflect the unexpired period of the Course, to be calculated on a pro rata basis (subject to us charging/retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund/waiver will be determined taking account of the relevant circumstances at the time of termination and in accordance with our <a href="#">Student Fees and Other Charges Policy</a>.</p>

And in the following circumstances	What you need to do
<ul style="list-style-type: none"> <li>• If within prior to the commencement of your Course we decide to withdraw, close, or merge your Course.</li> <li>• If we lose our legal or regulatory right or relevant approval to provide your Course to you.</li> </ul>	<p>Where we are unable to offer you an alternative place with us, our Contract will end the date notified to you by us.</p> <p><u>Refund Rights</u></p> <p>In these circumstances you will be entitled to a refund of any deposit and/or Fees and/or Additional Costs which you have paid to the University, unless these can be transferred to a third party institution. Please see our <a href="#">Student Fees and Other Charges Policy</a> for further information about how any Fees you have paid will be dealt with.</p>

11.4 If the Contract for any reason terminates or is suspended, the following will apply:

- 11.4.1 Please note that if the Contract is terminated, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that its liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of your loan. If a third party pays your Fees on your behalf, we

may pay any refund directly to that third party. Please see our [Student Fees and Other Charges Policy](#) for further detail.

- 11.4.2 If the Contract is ended, for any reason, you will no longer be entitled to attend lectures, classes or seminars, access or use the University's facilities or services (including virtual and online portals and environments, and pastoral services), submit assessments, take tests or examinations, or proceed to any degree, diploma or other award that we offer.
- 11.4.3 You will need to return to us any equipment and/or materials belonging to the University as soon as reasonably possible.
- 11.4.4 In the event that you are suspended from participation on your Course, you may be (for example, and in line with the terms of your suspension) excluded from attending lectures, classes or seminars, accessing or using the University's facilities or services (including virtual and online portals and environments, and pastoral services), submitting assessments, taking tests or examinations, or proceeding to any degree, diploma or other award at our reasonable discretion and in accordance with the [Academic Regulations](#)<sup>11</sup>.
- 11.4.5 In the case of a suspension, we will retain our right to end the Contract in accordance with the applicable regulation or procedures.
- 11.5 For the avoidance of doubt, where you assert that we are in breach of our obligations under this Contract (including in respect of suspension or termination of the Contract by us), we will consider your assertion under the relevant procedure (for example, as relevant, the [student complaints procedure](#) where a complaint is made or the [student disciplinary procedure](#) where a valid appeal is made).

## 12. EVENTS OUTSIDE THE UNIVERSITY'S REASONABLE CONTROL

- 12.1 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.
- 12.2 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 non-exhaustive illustrative list only):
  - 12.2.1 strikes, lock-outs or other industrial action by third parties;
  - 12.2.2 strikes, lock-outs or other industrial action by our employees;
  - 12.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war

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<sup>11</sup> <https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/academic-regulations>

(whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster or “act of god”;

- 12.2.4 failure of public or private telecommunications networks;
  - 12.2.5 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;
  - 12.2.6 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.
- 12.3 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.
- 12.4 If an event outside the University’s reasonable control takes place that affects the performance of our obligations under the Contract:
- 12.4.1 we will contact you as soon as reasonably possible to notify you;
  - 12.4.2 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
  - 12.4.3 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.

## 13. DATA PROTECTION

- 13.1 Under the Data Protection Act 2018 (“DPA”) you have the right to check the information the University holds 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](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)<sup>12</sup>.
- 13.2 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 [personal data protection pages](https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/personal-data-protection/data-subject-rights)<sup>13</sup>.
- 13.3 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

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<sup>12</sup> <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>

<sup>13</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/personal-data-protection/data-subject-rights>

graduate record which will be managed by the [Development and Alumni Relations Office](#)<sup>14</sup>. 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 the [University of Westminster Students' Union \(UWSU\)](#)<sup>15</sup> elections. For further information, see our [Information Security and Compliance page](#)<sup>16</sup>.

- 13.4 The University sends student data to relevant government agencies for their use, including the [Higher Education Statistics Agency \(HESA\)](#)<sup>17</sup> and [UK Visas and Immigration \(UKVI\)](#)<sup>18</sup>. 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 [Discover Uni \(Unistats\) comparison website](#)<sup>19</sup>.
- 13.5 All students studying on an approved University of Westminster degree apprenticeship agree to their data being shared with the [Education and Skills Funding Agency](#)<sup>20</sup> (ESFA) as well as their employer, as per the terms of their apprenticeship agreement.
- 13.6 In accepting these Terms, you agree to the provision of a Higher Education Achievement Report (HEAR) online transcript. See the [HEAR webpage](#)<sup>21</sup> for further details.
- 13.7 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 us by email at [Termsandconditions@westminster.ac.uk](mailto:Termsandconditions@westminster.ac.uk).

## 14. COMPLAINTS

- 14.1 The University operates robust complaints procedures for students. Once enrolled students should submit their complaints through the [student complaints procedure](#)<sup>22</sup>.
- 14.2 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](#)<sup>23</sup>.

## 15. OUR LIABILITY TO YOU

- 15.1 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

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<sup>14</sup> <https://www.westminster.ac.uk/about-us/alumni-and-supporters>

<sup>15</sup> <https://www.westminster.ac.uk/current-students/university-life/students-union>

<sup>16</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-records-management-and-information-security/information-security-and-compliance>

<sup>17</sup> <https://www.hesa.ac.uk/>

<sup>18</sup> <https://www.gov.uk/government/organisations/uk-visas-and-immigration>

<sup>19</sup> <https://discoveruni.gov.uk/>

<sup>20</sup> <https://www.gov.uk/government/organisations/education-and-skills-funding-agency>

<sup>21</sup> <https://www.westminster.ac.uk/current-students/employability-and-career-development/improving-your-employability/higher-education-achievement-report-hear>

<sup>22</sup> <https://www.westminster.ac.uk/current-students/guides-and-policies/student-matters/student-complaints>

<sup>23</sup> <https://www.oiahe.org.uk/>

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

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

15.2.1 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;

15.2.2 work submitted for assessment that is not returned;

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

15.3.1 death or personal injury caused by our negligence;

15.3.2 fraud or fraudulent misrepresentation; or

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

15.4 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 12](#).

15.5 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.

## 16. OTHER IMPORTANT INFORMATION

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

16.2 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.

16.3 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.

16.4 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.

## Appendix A - List of Regulations, Policies, Procedures and Rules

[Academic Integrity Policy](#)

[Academic Regulations](#)

[Academic Regulations for Research Degrees](#)

[Admissions Policy\(includes Appendix A – Applicants Complaints Procedure\)](#)

[Applicants Complaints Procedure \(see Appendix A\)](#)

[Code for Research Good Practice](#)

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

[Data Protection Policy](#)

[Equality, Diversity and Inclusion](#)

[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 Guides and Support](#)

[Library regulations](#)

[Records Management Policy](#)

[Religion, Belief and Study Policy: Code of Practice to Support Students](#)

[Research and Knowledge Exchange Governance](#)

[Research Degree Handbook](#)

[Student Charter](#)

[Student Code of Conduct](#)

[Student Complaints Procedure](#)

[Student Disciplinary Procedure](#)

[Student Engagement and Attendance Policy](#)

[Student Fees and Other Charges Policy](#)

## Appendix B – 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 Cancellation Period.)*

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

*Course Admissions  
University of Westminster  
32-38 Wells Street  
London  
W1T 3UW*

Email address list can be found on the [Contact Us webpage](#).

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 Cancellation 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: