

University of Westminster
Student Terms and Conditions

Published: January 2018
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August 2018 Amendments

<u>Paragraph</u>	<u>Amend</u>
1.2, 11.4	Removed all references to the Higher Education Funding Council for England (“HEFCE”) and replaced with the new relevant regulatory authority Office for Students (OfS)
3.4 and List of Regulations, Policies, Procedures and Rules	Removed requirement to declare unspent convictions for non-tier 4 students
3.5	Re-numbered 3.4
Insert 6.2	Clarification of requirement to declare criminal conviction for all Tier 4 students
6.2, 6.3, 6.4, 6.5, 6.6	Re-numbered to accommodate insertion of new 6.2
8.2, 8.5, 9.3, Appendix A	All references to ‘Faculty’ renamed ‘Campus’ to reflect new University structure
11.1	Data Protection Act updated from 1998 to 2018. Link to Student Data Privacy Statement added.
11.3, 11.4	Additional clarification added on sharing of personal information

University of Westminster
Student Terms and Conditions 2018/19

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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 students joining the University in 2018/19. By enrolling onto a course you are entering into a legally binding contract with the University and have until 14 calendar days after enrolment to change your mind, cancel the contract and withdraw from the course without penalty.

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 Code of Practice, Equality and Diversity Policy, Academic Regulations, 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 course, provide Services in accordance with the published Course Information, Policies and

Regulations. The details of the course registration period (date of commencement and expected duration of studies) are available in the published materials e.g. prospectus and website.

- 3.3 You are required to adhere to the specific requirements of the offer letter and course for which you have applied.
- 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 At enrolment, you are required to present your passport as confirmation of your identity. You are also 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 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.
- 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 Debt Management Policy.

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 and to discuss your immigration status at any point throughout your period of registration at the University.
- 6.5 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](#)¹.

- 6.6 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 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.

¹ <https://www.westminster.ac.uk/international/visas-and-advice/visas/tier-4-visa>

7. Fees

- 7.1 You accept and 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 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. 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, fail 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](#).²
- 7.7 Any changes to fees will be clearly communicated to you in advance by the University. Please see section below on Fee Liability and Instalments.

8. Fee Liability, Instalments and Cancellation

- 8.1 In all cases, students are only liable for tuition fees 14 calendar days after enrolment.
- 8.2 Provided formal notification of cancellation and withdrawal is submitted to the appropriate Campus Registry within 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

² <http://www.westminster.ac.uk/study/prospective-students/fees-and-funding>

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 to first two weeks after enrolment date	Date of acceptance to 14 calendar days after enrolment	0%	0%
First Semester After Enrolment and before the start of the second term	15 calendar day after enrolment to 17 th January 2019	25%	25%
Second Semester Before the start of third term	18 January 2019 to 15 April 2019	50%	50%
Third Semester After the start of third term	23 April 2019 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 First two weeks after acceptance to first two weeks after enrolment date	Date of acceptance to 14 calendar days after enrolment	Date of enrolment to 14 calendar days after enrolment	0%	0%
First Semester	15 calendar day after enrolment	15 calendar day after	33%	33%

After Enrolment and before the start of the second term	to 17 January 2019	enrolment to 15 April 2019		
Second Semester Before the start of third term	18 January 2019 to 22 April 2019	16 April 2018 to 16 September 2018	66%	66%
Third Semester After the start of third term	23 April 2019 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 enrolls 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 appropriate Campus Registry.
- 8.6 Non-payment of fees owed will be subject to the University's Student Debt Management 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 an unconditional offer is accepted by the student. Subsequently, the student has until 14 calendar days after enrolment to cancel in accordance with section 8. Students 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 If you **cancel before enrolment**: Cancel via Admissions.
If you **cancel after enrolment**: Cancel via the appropriate Campus Registry.
- 9.4 Students should keep a copy of written cancellation notification and any acknowledgement subsequently received from the University.
- 9.5 If you cancel during the Cooling Off period and if you have paid a deposit you are entitled to a full refund.

- 9.6 In addition to the right to cancel within the Cooling Off period, students may cancel as per clause 9.3 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 the student's control prevents a student from engaging in the course for a period of 16 continuous weeks or more.

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 becomes aware of a student having submitted fraudulent documents in support of an application to study.
- b) If, once you have commenced studies, a student fails to progress and cannot continue for academic reasons.
- c) If a course entitles a student to registration with a professional body and the requirements of registration change before the student has completed the course. e.g. an additional module is required.

10.2 Changes to an Offer

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

10.2.2 If the University is required to change any aspect of the offer 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.

10.3 Changes to a Programme Prior to Enrolment

10.3.1 The University reserves the right to make changes to a course 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.

10.3.2 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.

10.3.3 Should an offer holder 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 the student to find a suitable alternative at a different provider.

10.4 Suspension of a Programme Prior to Enrolment

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.5 Changes to a Programme Following Enrolment

10.5.1 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 10.3.1 (above).

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

10.5.3 If the University makes any substantial and material changes to a course a student 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 assist 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

10.6 The University will endeavour to remain open and functioning as normal to the best of its ability. In certain 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.

10.7 In circumstances where such closure or disruption is due to unforeseen events or those outside of the University's control such as 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 and mass action, the University cannot be held legally responsible or contractually liable to its staff and students for any resulting consequences.

10.8 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.

11. Data Protection

11.1 Under the Data Protection Act 2018 ("DPA") a student has the right 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, [in accordance with our Student Data Privacy Statement](#)³.

³ <https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-and-records-management/data-protection/student-data-privacy-statement>

- 11.2 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](#).⁴
- 11.3 The University complies with the DPA in its use of student's data. By completing enrolment students give permission for their information to form the basis of their student record and also their graduate record which will be managed by the Development and Alumni Relations Office. This will be used in the administration of their 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](#).⁴
- 11.4 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.
- 11.5 All students agree to the provision of a Higher Education Achievement Report (HEAR) online transcript. See the [HEAR webpage](#)⁵ for further details.
- 11.6 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.

12. Complaints

- 12.1 The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our [Complaints page](#).⁶
- 12.2 For enrolled students, see the [student complaints procedure](#).⁷
- 12.3 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.

⁴ <https://www.westminster.ac.uk/about-us/our-university/corporate-information/information-compliance-and-records-management/data-protection/subject-access-request>

⁵ <https://www.westminster.ac.uk/study/current-students/your-studies/results-and-awards/higher-education-achievement-report>

⁶ <https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/applicant-complaints-procedure>

⁷ <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](#)

[Smoking Policy](#)

[Student Code of Conduct](#)

[Student Complaints Procedure](#)

[Student Disciplinary Procedure](#)

[Student Debt Management 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.)

If you would like to **cancel before enrolment** please 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>

If you would like to **cancel after enrolment** [please return this form to the appropriate Campus Registry via post or email.](#)

Dear Campus Registry,

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