

Study Abroad Student Terms and Conditions – Summer Study Abroad Programmes

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

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

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

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

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

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1. About

1.1. The University of Westminster is a charity and a company limited by guarantee.
Registration number: 977818 England. Registered Office: 309 Regent Street, London W1B 2HW. Telephone: +44 (0) 20 7911 5000 (“the University”, “us”, “we”)

1.2. You can contact us using the following contact information (also found on our website - <https://www.westminster.ac.uk/about-us/contact-us>):

- 1.2.1. By Letter: 309 Regent Street, London. W1B 2HQ
- 1.2.2. By Telephone: +44 (0)20 7911 5000
- 1.2.3. By Email: termsandconditions@westminster.ac.uk

1.3. The University is regulated by the Office for Students (“OfS”). The OfS can be contacted at info@officeforstudents.org.uk / +44 (0)117 931 7317

2. The Contract

2.1. These terms and conditions apply to all Study Abroad students joining the Summer Study Abroad Programme. By enrolling onto the programme, you are entering into a legally binding contract with the University. If you apply to our programmes via a partner organisation you will also need to refer to their terms and conditions.

2.2. Upon acceptance of an offer, you are confirming that you agree to these terms and conditions and you should keep a copy for your own records.

3. Your Rights and Obligations

3.1. In agreeing to these terms and conditions you are also agreeing to

3.1.1. familiarise yourself with and adhere to all of the University’s regulations, policies, procedures and rules as amended from time to time listed in Appendix A (which also sets out links to each);

3.1.2. comply with these terms;

3.1.3. ensure that all information you provide (or someone provides on your behalf) to us, at any time, is and remains true, accurate, complete and is not misleading;

3.1.4. keep all information provided to us (including your contact details) up-to-date and notify us promptly of any changes in your information;

3.1.5. meet (as applicable) all Minimum Entry Requirements, Conditions, Course Requirements, Professional Suitability Requirements, and International Student Conditions pre-enrolment and throughout the period of your time with us;

3.1.6. enrol with us at the start of your Course;

3.1.7. pay all course fees and any additional charges when due;

3.1.8. act within the law and not engage in activity or behaviour that is likely to bring the University into disrepute;

3.1.9. be responsible for your own learning and pursue your studies diligently (which includes submitting work on time and attending assessments).

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

4. Our Obligations

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

5. Enrolment

5.1. In order to receive an offer to study and subsequently be able to enrol, you are required to present proof of your identity in the form of an original, approved ID document – e.g. passport. You are also required to present satisfactory evidence of your qualifications as listed on your application.

5.2. At the application stage, you are required to confirm that you have provided accurate details of your highest formal qualification and all relevant previous study on your application form.

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

- 5.4. On request, you are required to present your passport, as confirmation of your identity. You may also be required to present your original qualifications as listed on your application form.
- 5.5. We are required to keep copies of passports and visas for all students who require any type of visa to reside and study in the UK. Original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK, will be requested for scanning at enrolment and subsequently at the various checkpoints throughout your period of study.
- 5.6. Failure to provide any of the documentation required may result in cancellation of the contract or withdrawal of the offer on written notice to you.

6. Students Requiring a Visa to Study in the UK

- 6.1. When you apply to participate in a Study Abroad programme, you are giving the University permission to contact the Home Office and to discuss your immigration status at any point throughout your period of registration at the University.
- 6.2. It is your responsibility to ensure that you comply with the conditions of your visa and maintain valid leave to study in the UK for the duration of your programme. Your enrolment at the University may be suspended or cancelled if you fail to comply with the conditions of your visa or cannot demonstrate your entitlement to study in the UK.
- 6.3. You are aware of the University's requirement to report to the UK Home Office instances of non-attendance, period(s) of absence, change of course, discontinuation of study, early completion, and the work placement details for Student Visa holders. All Student Visa holders are required to notify the Education Abroad Team immediately of any change in circumstances in writing.
- 6.4. You agree to:
 - 6.4.1. provide the University with your contact details in the UK (address, telephone number, mobile number and email address) and to update these as necessary.
 - 6.4.2. attend all lectures, seminars and any other scheduled term time study.
 - 6.4.3. produce your passport, visa and original qualifications for checks upon request.
 - 6.4.4. inform the Education Abroad Team of any change in your immigration status or changes in personal circumstances which affect your visa.
 - 6.4.5. provide evidence that you have left the UK or have transferred to another UK university if you leave the University before the end of your course.
 - 6.4.6. inform the Education Abroad Team of any absence, whether planned or otherwise, and provide medical evidence on request.

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

7. Fees

- 7.1. You accept and confirm that you are aware of the fees and charges relating to your programme of study, and that you are in a position to meet such charges on the due dates for payment.
- 7.2. You understand that fees are quoted for the advertised entry period only. Fees are reviewed annually.
- 7.3. Fees are due in full prior to enrolment.
- 7.4. In addition to the tuition fee, you may be required to pay some additional costs related to your modules. Additional costs include field trips, module materials and miscellaneous

expenses. Full details of all associated additional costs can be found in the published information.

8. Cancellation and Refunds

- 8.1. You have the right to terminate at any time. Please do get in touch with us if you are thinking of withdrawing from your studies with us.
- 8.2. Formal notification of cancellation and withdrawal must be submitted in writing to the Education Abroad Team at educationabroad@westminster.ac.uk. Fee liability will be determined by the date formal written notification is received. If you apply to our programmes via a partner organisation you will also need to refer to their terms and conditions.
- 8.3. If you decide you no longer wish to study with us, you will not be automatically entitled to a refund. All students are only liable for Fees after the first day of teaching. If you decide to withdraw *before the end of the first day of teaching* in either Session 1 or Session 2, you will be entitled to a refund for any tuition fees you've already paid for that session. In all other circumstances, you will normally be liable to pay Tuition Fees and any applicable Additional Costs for the remainder of the course. 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 Student Fees and Other Charges Policy.
- 8.4. You should keep a copy of written cancellation notification and any acknowledgement subsequently received from the University.
- 8.5. In addition to the right to cancel as outlined above, you may cancel if:
 - a) The University fails substantially to meet its contractual obligations as set out in these terms and conditions and is unable to correct the problem within 14 days of being requested to do so.
 - b) An event outside of the University's control means the University is unable to provide the services for a period of 14 continuous days or more.
 - c) An event outside of your control prevents you from engaging in the programme for a period of 6 continuous weeks or more.
- 8.6. Please note that the provision of the following will be subject to separate cancellation terms:
 - any residential accommodation to you by the University
 - the social programme by our approved third-party provider

9. Our Right to Cancel or Amend

- 9.1. It may be necessary for the University to cancel or amend the contract in the following circumstances:
 - a) If the University becomes aware of you having submitted fraudulent documents in support of an application to study.
 - b) If, after commencing studies, you fail to progress and cannot continue for academic reasons.

10. Changes to an Offer

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

11. Changes to a Programme Prior to Enrolment

- 11.1. The University reserves the right to make changes to a programme prior to enrolment for the following reasons:
 - 11.1.1. To comply with the changing needs of external bodies. These include Professional, Statutory and Regulatory and accreditation bodies.
 - 11.1.2. To comply with any change in law
 - 11.1.3. To improve programme quality in response to student feedback
 - 11.1.4. To improve programme quality in response to external examiner feedback
 - 11.1.5. To ensure the programme content remains relevant and up to date.
 - 11.1.6. In response to module availability.
 - 11.1.7. In response to an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to a change to a programme (including as a result of restrictions imposed by third party partners such as those that organise internship placements).
- 11.2. Where a change is necessary, full details of what has changed will be provided to you at the earliest opportunity. Communication of changes will include details of what elements have changed and how this will affect you as an offer holder.
- 11.3. Should you be unhappy with the changes; the University will use reasonable endeavours to provide suitable alternative modules within the University but a right to a refund or reduction of tuition fees will not normally apply.

12. Suspension of a Programme Prior to Enrolment

- 12.1. The University reserves the right to suspend (not run) a Programme prior to enrolment, including where an applicant has been made an offer, in the following circumstances:
 - 12.1.1. Due to withdrawal of relevant accreditation
 - 12.1.2. To address concerns with student experience
 - 12.1.3. In response to changing requirements within the subject discipline and any subsequent issues of inadequate resources
 - 12.1.4. Insufficient numbers of suitable applicants and acceptances
 - 12.1.5. Due to the impact of an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to the suspension of a programme.
- 12.2. Notification of all decisions to suspend a programme will be sent to you by email at the earliest possible point, providing details of why the decision was made, how it will affect you and giving details of all available options.
- 12.3. Should the University take the decision to suspend a programme prior to enrolment, you will be given the option to:
 - 12.3.1. Transfer your offer to a suitable alternative within the University, provided you meet all

- of the required entry criteria
- 12.3.2. defer your offer until the next available intake
- 12.3.3. withdraw from the offer without penalty

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

13. Changes to a Programme Following Enrolment

- 13.1. All efforts are made to limit changes to programmes once you have enrolled. However, the University reserves the right to make changes as per 11.1 (above). No right to a refund or reduction of tuition fees paid or payable will arise in such circumstances.
- 13.2. Where changes are necessary all relevant students will receive communication to explain why the change is required and how it will impact on them.
- 13.3. The University will endeavour to remain open and functioning as normal to the best of its ability. In certain circumstances due to unforeseen events, the University may need to close some or part of or all of its buildings or campuses and/or to interrupt or suspend the delivery of some or all of its services and programmes.
- 13.4. In circumstances where such closure or disruption is due to events outside of the University's control such as events which pose a threat to public or national health or safety (e.g. a pandemic), acts or threats of terrorism or war, extreme weather events, natural disasters, large scale public disturbances and mass action, the University cannot be held legally responsible or contractually liable to its staff and students for any resulting consequences.
- 13.5. Where at all possible, the University will take all reasonable steps necessary to minimise the disruption to its staff and students. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.

14. Data Protection

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.

- 14.1. Requests for personal data can be made in the form of a Subject Access Request. Details of how to submit a request can be found on our [data protection pages](#). Specific information relating to how your data is used as a study abroad student can also be found [here](#).
- 14.2. 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 (including the Engage platform), and to support the University of Westminster Students' Union (UWSU) elections. For further information, see our information compliance page. 6
- 14.3. When applying to the University of Westminster or with our international partners and third-party providers with whom we work, information about you will be shared with authorised persons to resolve issues relating to your application, enrolment, accommodation, studies, health issue and any related specific programme requirement, for example social programmes or an internship.
- 14.4. The University is obliged to send student data to relevant government agencies for their use, such as the Higher Education Statistics Agency (HESA) and the OfS and the UK Visa

and Immigration Department (UKVI). To help inform prospective students' choices, the findings of the National Study Survey (NSS), Graduate Outcomes survey, student entry qualifications, progression and degree classification data are published on the Unistats comparison website.

- 14.5. You understand that by enrolling with the University, you will also become a member of the University of Westminster Students' Union (UWSU) and will receive communications about their activities. If you wish to opt-out, you will be able to do so by notifying the Study Abroad Team. Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.
- 14.6. 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 Termsandconditions@westminster.ac.uk.

15. Complaints

- 15.1. The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our [Complaints page](#).
- 15.2. For enrolled students, see the [student complaints procedure](#).
- 15.3. 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 www.oiahe.org.uk.

16. Our liability to you

- 16.1. If we do not comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- 16.2. We cannot accept responsibility and we will not be liable to you for:
- 16.2.1. 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;
- 16.2.2. work submitted for assessment that is not returned;
- 16.3. We do not exclude or limit in any way our liability for:
- 16.3.1. death or personal injury caused by our negligence;
- 16.3.2. fraud or fraudulent misrepresentation; or
- 16.3.3. any other matter which we are not permitted to exclude or limit our liability by law.
- 16.4. 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.
- 16.5. 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.

17. Other important information

- 17.1. This Contract is between you and us. No other person will have any rights to

enforce any of its terms.

- 17.2. If you have purchased the social programme, this is delivered by our approved third party provider and by purchasing the package you will agree to a separate terms and conditions relating to the activities undertaken as part of this programme.
- 17.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 17.5. The Contract is governed by English law. You and we both agree that any issues arising about the Contract will be dealt with by the English and Welsh Courts. However, if you are a resident of Northern Ireland, you may also take action in courts of Northern Ireland, and if you are a resident of Scotland, you may also take action in the courts of Scotland.

List of Regulations, Policies, Procedures and Rules

Academic Integrity Policy

Academic Regulations

Academic Regulations for Research Degrees

Admissions Policy

Applicants Complaints

Code for Research Good Practice

Code of Practice Governing the Ethical Conduct of Research

Coronavirus Response

Criminal Convictions Policy

Data Protection Policy

Fitness To Practice Regulations Fitness

to Study Procedure Framework for

Research Governance Freedom of

Speech Code of Practice Intellectual

Property Policy

IT Security & Use Policy

Library Regulations Records

Management Policy Research

Student HandbookSingle

Equality Policy Smoking Policy

Student Code of Conduct

Student Complaints Procedure

Student Disciplinary Procedure

University Engagement and Attendance Policy