

**University of Westminster**

**Student Terms and Conditions**

**Published: August 2021**  
**Version 3.1**

# **University of Westminster**

## **Student Terms and Conditions**

### Contents

|   |    |
|---|----|
| 1. About .....  | 3  |
| 2. The Contract.....                                      | 3  |
| 3. Your Rights and Obligations .....                      | 3  |
| 4. Documentation Required .....                           | 3  |
| 5. Enrolment .....  | 4  |
| 6. Students Requiring a Visa to Study in the UK .....     | 4  |
| 7. Fees.....  | 6  |
| 8. Fee Liability and Cancellation .....                   | 6  |
| 9. Your Right to Cancel.....                              | 7  |
| 10. Our Right to Cancel or Amend.....                     | 8  |
| 11. Changes to an Offer Prior to Acceptance .....         | 8  |
| 12. Changes to a Course Prior to Enrolment .....          | 9  |
| 13. Suspension of a Course Prior to Enrolment.....        | 9  |
| 14. Changes to a Course Following Enrolment .....         | 10 |
| 15. Unforeseen Disruption .....                           | 10 |
| 16. Data Protection .....                                 | 11 |
| 17. Complaints.....                                       | 12 |
| List of Regulations, Policies, Procedures and Rules ..... | 13 |
| Appendix A.....   | 14 |

**Please note that the University of Westminster uses “Courses” to denote “Programmes”, except in the Programme Specifications.**

## **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 By accepting an offer to study you are entering into a legally binding contract with the University and confirm that you agree to these terms and conditions. You should keep a copy of these terms for your own records.

## **3. Your Rights and Obligations**

- 3.1 In agreeing to these terms and conditions you are also agreeing to familiarise yourself with and adhere to all of the University’s regulations, policies, procedures and rules.
- 3.2 At the application stage you are required to adhere to the University’s Admissions Policy<sup>1</sup> when providing information. Failure to do so may result in your application being rejected.
- 3.3 On receiving an offer you are required to adhere to the specific requirements of the offer letter and course for which you have applied.
- 3.4 Once enrolled, you may be subject to disciplinary action and the University is entitled to terminate your enrolment if you fail to adhere to the full range of policies, procedures and rules set out at the end of this document.
- 3.5 The University will, for the duration of your enrolment, provide services in accordance with the published course information, policies and regulations. The details of the standard course duration, including month when studies commence, are provided in your offer letter, and are published in both the prospectus and on our website.

## **4. Documentation Required**

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

---

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

- 4.2 At enrolment, you are required to present proof of your identity in the form of an original, approved ID document – e.g. passport. You are also required to present your qualifications as listed on your application.
- 4.3 We are required to keep copies of passports and visas for all students who require any type of visa to reside and study in the UK. Original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK, will be requested for scanning at enrolment and subsequently at the various checkpoints throughout your period of study.
- 4.4 Failure to provide any of the documentation required may result in cancellation of the contract or withdrawal of the offer on written notice to you.

## **5. Enrolment**

- 5.1 As a student, you will need to enrol and subsequently re-enrol every academic year in order to continue your course of study with the University and maintain your student rights and privileges.
- 5.2 Your re-enrolment is subject to satisfactory academic progress on your course.
- 5.3 Tuition fees are due at enrolment. You may not be able re-enrol with the University if you have outstanding tuition fees in excess of £1,000, as stipulated in the [Student Fees and Other Charges Policy](#)<sup>2</sup>.

## **6. Students Requiring a Visa to Study in the UK**

- 6.1 All applicants 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.
- 6.2 All applicants who require Student Visa sponsorship are required to declare any criminal convictions as part of their CAS application.
- 6.3 The full course fee is displayed on the CAS. In addition to the initial deposit, international students are expected to pay the remaining outstanding balance as shown on the CAS and all published information.
- 6.4 When you apply for a place on a course, you are giving the University permission to contact the Home Office to discuss your immigration status at any point throughout your period of registration at the University.

---

<sup>2</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/student-fees-and-other-charges-policy>

- 6.5 If you are joining the University via one of our key partner routes (e.g. Kaplan), in accepting these terms and conditions you agree to your academic achievement and completion data being shared with the partner provider.
- 6.6 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.
- 6.7 As a student, it is your responsibility to ensure that you comply with the conditions of your visa and maintain valid leave to study in the UK for the duration of your course. Your enrolment at the University may be suspended or cancelled if you fail to comply with the conditions of your visa or cannot demonstrate your entitlement to study in the UK.

You agree to:

- provide the University with your contact details in the UK (address, telephone number, mobile number and email address) and to update these as necessary.
- attend all lectures, seminars, and any other scheduled term time study.
- produce your passport, visa, and original qualifications for checks upon request.
- attend all mandatory checkpoints for students who require a visa to stay in the UK. Checkpoints are normally held in December and March; but may differ.
- inform the Visa Compliance Team of any change in your immigration status or changes in personal circumstances which affect your Student 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 Visa Compliance Team of any absence, whether planned or otherwise, and provide medical evidence on request.

Advice and up to date Student Visa guidance can be found on our [Student Visa page](#)<sup>3</sup>.

- 6.8 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 of any change in circumstances as soon as possible.
- 6.9 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.
- 6.10 The University reserves the right not to issue a further CAS for any student who has failed to meet the attendance and progression requirements of their course,

---

<sup>3</sup> <https://www.westminster.ac.uk/international/visas-and-advice/visas/student-visa>

or who has had a previous CAS withdrawn for failing to meet the University's and Home Office's requirements.

## **7. Fees**

- 7.1 In accepting an offer you confirm that you are aware of the fees and charges relating to your course of study, as per the published information, and that you are in a position to meet such charges on the due payment dates.
- 7.2 Students studying on an approved University of Westminster apprenticeship programme are excluded from paragraph 7.1. Apprentice tuition fees are paid through the levy service.
- 7.3 You understand that fees are quoted for the current year only and may vary should you choose to defer or extend your studies
- 7.4 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.
- 7.5 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.
- 7.6 Where fees are payable directly to the University, you will be personally liable if your sponsor or Student Finance England, at any time, fails to pay any fees and charges that are due.
- 7.7 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](#)<sup>4</sup>.

## **8. Fee Liability and Cancellation**

- 8.1 All students are only liable for tuition fees after a minimum duration of 14 days from the published start of teaching. Specific payment schedules are published annually in the University's [Student Fees and Other Charges Policy](#).
- 8.2 Students who accept and start their studies late are entitled to the full 14 days Cooling Off period and this will be calculated from the point of acceptance of the offer, not the start of teaching.

---

<sup>4</sup> <http://www.westminster.ac.uk/study/prospective-students/fees-and-funding>

- 8.3 Provided formal notification of cancellation and withdrawal is submitted to Admissions before the end of the cooling off period, there will be no tuition fee liability and any fees paid will be refunded in full.
- 8.4 Students who withdraw after the end of the Cooling Off period will be liable to pay a pro rata proportion of fees as detailed in the [Student Fees and Other Charges Policy \(section 6.11 Tuition Fee liability for withdrawal / Interruption from Studies\)](#).
- 8.5 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.
- 8.6 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.
- 8.7 Liability for tuition fees and eligibility for fee refunds depend upon the date of receipt of formal written notification of cancellation and withdrawal by the Admissions team.
- 8.8 Non-payment of fees owed will be subject to the University's [Student Fees and Other Charges Policy](#). The University may refer an unpaid debt to an external debt collection agency. Any charges incurred as a result of referring a debt to an external agency may be added to the student's account.

## **9. Your Right to Cancel**

- 9.1 The contract between the University and student begins at the point at which you accept an offer to study. Subsequently, you have until the end of the Cooling Off period to cancel without penalty, in accordance with section 8. To do so you must provide formal written notification of cancellation and withdrawal within this timeframe.
- 9.2 [Appendix A](#) of this document provides a model cancellation form in order to assist students who wish to cancel a place on a course within the Cooling-Off period.
- 9.3 You should keep a copy of your written cancellation notification and any acknowledgement subsequently received from the University.
- 9.4 If you cancel during the Cooling Off period and if you have paid a deposit you are entitled to a full refund.
- 9.5 In addition to the right to cancel within the Cooling Off period, you may cancel at any time after enrolment without financial penalty above if:

- a) The University fails substantially to meet its contractual obligations as set out in these terms and conditions and is unable to correct the problem within 14 days of being requested to do so.
- b) An event outside of the University's control means the University is unable to provide the services for a period of 14 continuous days or more.
- c) An event outside of your control prevents you from engaging in the course for a period of 16 continuous weeks or more – e.g. a medical condition. Exclusions to this are included in [paragraph 15](#). Should you believe your circumstances are covered by paragraph 9.5 (c) further details may be requested at the point of cancellation.

## **10. Our Right to Cancel or Amend**

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

- a) If the University has confirmation that you submitted fraudulent documents in support of an application to study. In this instance the University reserves the right to cancel the contract.
- b) If you fail to enrol by the latest enrolment date (typically within 2 weeks of the start of the course)
- c) If, once you have commenced studies, you fail to progress and cannot continue for academic reasons. In this instance the University reserves the right to cancel the contract after you have exhausted all academic options as per the University's Academic Regulations.<sup>5</sup>
- d) If your course entitles you to registration with a professional body and the requirements of registration change before you have completed the course - e.g. an additional module is required. In this instance the University reserves the right to amend the contract to reflect the change, giving you the ability to complete the course as planned.

## **11. Changes to an Offer Prior to Acceptance**

- 11.1 The University reserves the right to make changes to an offer at any time before it has been accepted.
- 11.2 If we are required to change any aspect of the offer 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.

---

<sup>5</sup> <https://www.westminster.ac.uk/current-students/guides-and-policies/academic-matters/academic-regulations>



## **12. Changes to a Course Prior to Enrolment**

- 12.1 The University may be required to make changes to a course after you have accepted an offer, prior to enrolment, for the following reasons:
- a) To comply with the changing needs of external bodies. These include Professional, Statutory and Regulatory, and accreditation bodies.
  - b) To comply with any change in law.
  - c) To improve course quality in response to student feedback.
  - d) To improve course quality in response to external examiner feedback.
  - e) To ensure the course content remains relevant and up to date (this may include changes to the modules offered).
- 12.2 Where a change is necessary, full details of what has changed will be provided to you at the earliest opportunity. Communication of changes will include details of what elements have changed and how this will affect you.
- 12.3 Should you be unhappy with the changes; the University will use reasonable endeavours to provide a suitable alternative course within the University. Where a suitable alternative is not available we will assist in helping you to find a suitable alternative at a different provider.

## **13. Suspension of a Course Prior to Enrolment**

- 13.1 The University reserves the right to suspend (not run) a course prior to enrolment, including where you have been made, and accepted an offer, in the following circumstances:
- a) Due to withdrawal of relevant accreditation.
  - b) To address serious concerns with student experience.
  - c) In response to changing requirements within the subject discipline and any subsequent issues of inadequate resources.
  - d) Insufficient numbers of suitable applicants and acceptances which would have a negative impact on student experience.
- 13.2 Notification of all decisions to suspend a course will be sent by email to offer holders at the earliest possible point, providing details of why the decision was made, how it will affect the offer holder and giving details of all available options.
- 13.3 Should the University take the decision to suspend a course prior to enrolment, all offer holders will be given the option to:

- a) transfer their offer to a suitable, closely aligned, alternative within the University, provided the offer holder meets all of the required entry criteria.
- b) defer their offer until the next available intake.
- c) withdraw from the offer without penalty.

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

## **14. Changes to a Course Following Enrolment**

- 14.1 All efforts are made to limit changes to courses once a student has enrolled. However, the University reserves the right to make changes as per [paragraph 13](#) (above).
- 14.2 Where changes are necessary you will receive clear communication and consultation to explain why the change is required, how it will affect you, and what mitigations we have put in place to minimise disruption.
- 14.3 In the unlikely event the University makes any substantial and material changes to your course you may terminate the contract without penalty. In practice this means either switching courses or withdrawing from the University and seeking a new education provider. In either instance we will provide full assistance with the process.

Substantial and material changes include:

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

## **15. Unforeseen Disruption**

- 15.1 The University will always endeavour to remain open and functioning as normal to the best of its ability. In certain unforeseen circumstances, the University may be forced to close some, or part of, or all of its buildings or campuses, and/or to interrupt or suspend the delivery of some or all of its services and courses – e.g. in response to health and safety concerns.
- 15.2 In circumstances where such a closure or disruption is due to events outside of the University's control, e.g. events which pose a threat to public or national health or safety, acts or threats of terrorism or war, extreme weather events, natural disasters, large scale public disturbances or mass action (non-

University related), the University cannot be held legally responsible or contractually liable to its staff and students for any resulting consequences.

- 15.3 Where any aspect of delivery is taking place online, the University cannot be held responsible for any issues with internet connection availability in the student's home country. This includes instances in which access to online resources is restricted by governments or other official powers.
- 15.4 Where at all possible, the University will take all reasonable steps necessary to minimise the disruption to its staff and students. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.

## **16. Data Protection**

- 16.1 Under the Data Protection Act 2018 ("DPA") you have the right to check the information the University 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](#)<sup>6</sup>.
- 16.2 Requests for personal data can be made in the form of a Subject Access Request. Details of how to submit a request can be found on our personal [data protection pages](#).<sup>7</sup>
- 16.3 The University complies with the DPA in its use of student data. By completing enrolment you give permission for your information to form the basis of your student record and also graduate record which will be managed by the Development and Alumni Relations Office. This will be used in the administration of your course and in the provision of the University's services, support and facilities (including the Engage platform), and to support the University of Westminster Students' Union (UWSU) elections. For further information, see our [information compliance page](#).<sup>8</sup>
- 16.4 The University sends student data to relevant government agencies for their use, including the Higher Education Statistics Agency (HESA) and UK Visas and Immigration (UKVI). To help inform prospective students' choices, National Student Survey (NSS), Graduate Outcomes, student entry qualifications, progression and degree classification data is made available to support the Unistats comparison website.
- 16.5 All students studying on an approved University of Westminster degree apprenticeship agree to their data being shared with the Education and Skills

---

<sup>6</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>7</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>

<sup>8</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>

Funding Agency (ESFA) as well as their employer, as per the terms of their apprenticeship agreement.

- 16.6 In accepting these terms and conditions, you agree to the provision of a Higher Education Achievement Report (HEAR) online transcript. See the [HEAR webpage](#)<sup>9</sup> for further details.
- 16.7 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 Office](#). Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.
- 16.8 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](mailto:Termsandconditions@westminster.ac.uk).

## **17. Complaints**

- 17.1 The University operates robust complaints procedures for applicants and students. As an applicant, you can find details of how of how to make a complaint in our [Admissions Policy](#).<sup>10</sup>
- 17.2 Once enrolled students should submit their complaints through the [student complaints procedure](#).<sup>11</sup>
- 17.3 Should you exhaust the University's internal complaints procedures but remain unhappy with the outcome, you have a right to complain to the Office of the Independent Adjudicator: [www.oiahe.org.uk](http://www.oiahe.org.uk)

---

<sup>9</sup> <https://www.westminster.ac.uk/current-students/employability-and-career-development/improving-your-employability/higher-education-achievement-report-hear>

<sup>10</sup> <https://www.westminster.ac.uk/about-us/our-university/corporate-information/policies-and-documents-a-z/admissions-policy>

<sup>11</sup> <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](#)**

**[Admissions Policy](#)**

**[Applicants Complaints](#)**

**[Code for Research Good Practice](#)**

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

**[Data Protection Policy](#)**

**[Fitness for Registration and 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 Governance for Research Degrees](#)**

**[Research Student Handbook](#)**

**[Single Equality Policy](#)**

**[Student Code of Conduct](#)**

**[Student Complaints Procedure](#)**

**[Student Disciplinary Procedure](#)**

**[Student Engagement and Attendance Policy](#)**

**[Student Fees and Other Charges 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.)*

*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: <https://www.westminster.ac.uk/about-us/contact-us>

Dear Admissions

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

Name:

Address:

Student Number:

Date of acceptance of place offer:

Signature

Date