

# Terms and Conditions [2023/24]

Any offer of a place made to you by the University is on the basis that in accepting such an offer, you agree to the following terms and conditions, which form part of the contract between you and the University. It is important that you read and understand these terms and conditions as the University will apply and rely upon them during your time as a student at the University.

## Payment of fees and other charges

1. The tuition fees for your course will be as set out in your offer letter. The fees for your course can also be found at:

- College students (Home):  
<https://www.ucb.ac.uk/study/fees-and-funding/college-fees-and-tuition/>
- Undergraduate students (Full-time Home):  
<https://www.ucb.ac.uk/study/fees-and-funding/undergraduate-fees/>
- Undergraduate students (Part-time Home):  
<https://www.ucb.ac.uk/study/fees-and-funding/online-and-part-time-fees/>
- Postgraduate students (Home):  
<https://www.ucb.ac.uk/study/fees-and-funding/postgraduate-fees/>
- International students:  
<https://www.ucb.ac.uk/study/fees-and-funding/international-tuition-fees/>

2. If you are a UK student enrolling on a Foundation Degree or a Home Undergraduate and your course is longer than 1 year, your tuition fees may be subject to increase in the second and subsequent years of the course. This will be limited to increases in inflation based on the Retail Price Index or the maximum permitted by law or government policy (which may exceed the rate of inflation). If we intend to exercise this right to increase tuition fees, we will notify you by the end of June in the academic year before the one in which we intend to exercise that right.

3. For all other students, your tuition fees may be subject to increase in the second and subsequent years of the course. This will be limited to increases in inflation based on the Retail Price Index but in any event by not more than 10%. If we intend to exercise this right to increase tuition fees, we will notify you by the end of June in the academic year before the one in which we intend to exercise that right.

4. It is your obligation to make arrangements at the beginning of your course for the payment of your fees. You will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either:  
(a) financial support via Student Finance England, Wales, Northern Ireland or SAAS; or  
(b) an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or  
(c) you have been awarded a full or partial tuition fee bursary or scholarship, which will be deducted from the full fee amount.

5. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation, as referred to above, is submitted to the University at enrolment or as soon as possible thereafter.

If you enrol on the basis that you are or will be applying for tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.

If you are self-funding and have to pay your own fees, payment can be made in various ways as set out at:

- College students (Home and EU):  
<https://www.ucb.ac.uk/study/fees-and-funding/college-fees-and-tuition/>
- Undergraduate students (Full-time Home and EU):  
<https://www.ucb.ac.uk/study/fees-and-funding/undergraduate-fees/paying-your-own-fees/>
- Undergraduate students (Part-time Home and EU):  
<https://www.ucb.ac.uk/study/fees-and-funding/online-and-part-time-fees/>
- Postgraduate students (Home and EU):  
<https://www.ucb.ac.uk/study/fees-and-funding/postgraduate-fees/>
- International students:  
<https://www.ucb.ac.uk/study/fees-and-funding/international-tuition-fees/>

6. In the event that you decide to request an authorised interruption of studies or withdrawal from your course, you will be liable for a percentage of fees for your course as set out in the Calculation of Tuition Fees for Students who Withdraw or take a Leave of Absence Policy: <https://www.ucb.ac.uk/media/vc1nivdm/calculations-of-fees-for-withdrawals-and-leave-of-absence.pdf>

If you have applied for a tuition fee loan from Student Finance England, Wales, Northern Ireland or SAAS, the University will advise them of your withdrawal/ leave of absence and the fees you will be required to repay will be in line with the relevant regulations.

7. You should note that there may be additional charges which you will have to pay to the University in order to complete your studies successfully. These are outlined on the website. You are liable for the full amount of the annual tuition fees and, subject to paragraphs 5 above and 11 below, are not entitled to a refund of fees if you withdraw from the course during the year.

### **Events outside of our control**

8. The University will do all that it reasonably can to provide educational services, as described in the prospectus or in other documents issued by it and on the University's website, to all appropriately enrolled students. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("**Events Outside of Our Control**") mean that the University is prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described. Examples of Events Outside of Our Control include, but are not limited to:

- industrial action by University staff or third parties;
- the unanticipated and/or unavoidable absence or departure of key members of University or specialist staff;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence; and/ or
- insufficient uptake of a course, where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

9. In these circumstances, where Events Outside of Our Control occur, the University will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those services and to affected students by, for example:

- (a) offering affected students the chance where reasonably possible to move to another course;
- (b) deferring the start date for the course;
- (c) delivering the course in a different way, from another location or online, or at another time;
- (d) delivering a modified version of the same course;
- (e) assisting you to transfer to complete the course at another institution; and/ or
- (f) delivering other services and facilities in a different way, from a different location or online.

10. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the University and the University will follow its Student Protection Plan ([OfS 2018.05 Annex D: Template for a student protection plan \(ucb.ac.uk\)](https://www.ucb.ac.uk/media/vfkipstt5/ucb-student-protection-plan-1622.pdf)).

Alternatively, you may make a complaint under the University's Student Complaints Procedure: <https://www.ucb.ac.uk/media/vfkipstt5/ucb-student-complaints-procedure-1622.pdf>

11. Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a course, the University will follow its Student Protection Plan ([OfS 2018.05 Annex D: Template for a student protection plan \(ucb.ac.uk\)](https://www.ucb.ac.uk/media/vfkipstt5/ucb-student-protection-plan-1622.pdf)).

12. Where Events Outside of Our Control occur and the University is unable to take steps to minimise the resultant disruption to students then neither the University nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

### **Changes to courses and services**

13. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes to the course or to related educational and other services and facilities where that will enable the University to deliver a better quality of educational experience to students enrolled on the course.

14. Such changes may be to:

- (a) the content and syllabus of courses, including in relation to placements;
- (b) the timetable, location and number of classes;
- (c) the structure and/or timing of the academic year;
- (d) the method of delivery of courses, services and facilities; and
- (e) the examination and assessment process.

15. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, offered reasonable support to transfer to another provider. Further guidance can be found in the University's Student Protection Plan:

[OfS 2018.05 Annex D: Template for a student protection plan \(ucb.ac.uk\)](https://www.ucb.ac.uk/media/vfkipstt5/ucb-student-protection-plan-1622.pdf)

16. The University does not exclude or limit liability for its negligence or negligent omission which causes personal injury or results in death. Sporting activities are, however, undertaken at students' own risk and the University accepts no liability for any personal injuries or death except where that is caused by the negligence of the University's staff, agents or subcontractors. The University does not exclude or limit in any way its liability for fraud or fraudulent misrepresentation. The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property, for the non-return of work submitted for

assessment or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

### **Accuracy of information and changes in circumstance**

17. By accepting the offer of a place at the University, you confirm and declare that the information you have provided in support of your admission to and enrolment with the University is accurate and complete to the best of your knowledge. The University requires all students to provide proof of identity and qualifications at point of registration.

18. If false, incomplete or misleading information is provided by an applicant or student or if the applicant or student's circumstances change prior to enrolment, the Vice-Chancellor and Principal reserves the right to refuse admission and to require the student's withdrawal if, in the Vice-Chancellor's and Principal's view, it is not in the best interests of, or conducive to the maintenance of good order in, the University for the applicant and/or student to be a member of the University. Before exercising this right, the Vice-Chancellor and Principal will give the affected applicant/student the opportunity to make representations.

### **Communications to and from the University**

19. On enrolment, you will be allocated with a University email account. The University will send regular email communications to that account and will also post information that will be relevant to you on Canvas, the Virtual Learning Environment (VLE). You will also be asked to provide a personal email address at enrolment and, if necessary, the University may send email communications to you at that address. You are expected to use your University email account or a personal email address which you have registered with the University for all communications with University staff. It is your responsibility to check these accounts and the notifications posted on Canvas regularly. Any communication sent to you by the University to your University or registered personal email account will be regarded as properly sent and received by you.

### **Regulations**

20. You will be required as a condition of enrolment and as a term of the contract between you and the University to abide by, and to submit to, the University's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students as amended from time to time ("the Regulations"), which relate, among other things, to conduct and discipline, complaints, use of facilities, including IT facilities, health and safety, administration, assessment and the requirements of academic courses. These policies, procedures, rules and regulations are available on the University's website. [The core Regulations can be found here: https://www.ucb.ac.uk/about-us/policies-and-regulations/](https://www.ucb.ac.uk/about-us/policies-and-regulations/)

21. Key provisions of these rules and regulations of which you should be aware include:

(a) The University's expectations as regards student attendance, academic due diligence, and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course.

(b) The University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further guidance can be found in the [UCB Code of Practice on Plagiarism and Academic Misconduct](#).

(c) The University's rules regarding payments of sums due to the University. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case. Further guidance can be found in our Tuition Fee Payment and Refund Policies: [tuition-fee-payment-and-refund-policy-2020-further-education.pdf \(ucb.ac.uk\)](#) or [tuition-fee-payment-and-refund-policy.pdf \(ucb.ac.uk\)](#)

(d) The University's Disciplinary Code, which sets out our expectations of student behaviour. Breach of the Code could result in a disciplinary process which might result in expulsion from the University. The Disciplinary Code can be found in the General Student Regulations, which can be located at:

<http://www.ucb.ac.uk/downloads/policies-and-procedures/student-administration-and-support/generalstudent-regulations.pdf>

(e) The University's rules of governing fitness to practise and professional standards ([studentfitnessstopracticsepolicy.pdf \(ucb.ac.uk\)](#)), which applies to students on professionally

regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and imposition of sanctions, including expulsion from the University.

(f) The requirement that applicants to professional courses undergo an enhanced Disclosure Barring Service check (organised by the University) before they can be enrolled on these courses, and the statutory requirements regarding qualifications by association. Depending on the outcome of these checks, you may not be eligible to enrol on or continue on these courses.

(g) The University's Fitness to Attend policy, which can be found in the General Student Regulations and describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.

22. During the period of the COVID-19 pandemic, the University reserves the right to introduce measures that are in its reasonable opinion needed to protect the health, safety and welfare of students, staff and visitors to its sites. These measures will be notified to students from time to time and failure to comply with these measures will be treated as a breach of the University's expectations of student behaviour as referred to in paragraph 20(d) above.

23. UCB will include all eligible students in The Kick-Start Scheme, which provides students with funds for learning materials (for more information visit <https://www.ucb.ac.uk/student-support/financial-support/the-kick-start-scheme/>). The Scheme is run in conjunction with the John Smith's Group. Some students may also be eligible to receive an electronic tablet to assist with their studies under a pilot scheme. By agreeing to this contract you also agree to the terms and conditions of The Kick-Start Scheme (which can be found at:

<https://www.ucb.ac.uk/media/hwgaeoio/terms-conditions-for-the-kick-start-scheme-funds.pdf>

and The Kick-Start Scheme Electronic Tablets Pilot (which can be found at:

<https://www.ucb.ac.uk/media/lr0cwo3a/terms-conditions-for-the-kick-start-scheme-electronic-tablets-pilot.pdf>

24. The University reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- (a) to review and update the Regulations to ensure they are fit for purpose;
- (b) to safeguard academic standards, for example, in response to external examiner feedback;
- (c) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- (d) to incorporate sector guidance or best practice;
- (e) to incorporate feedback from students; and/or
- (f) to aid clarity or consistency of approach.

25. Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students, wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

### **Disability and reasonable adjustments**

26. The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the University to engage with you and discuss your support needs more effectively. Students on regulated, vocational courses are required to notify the University of any disability which may impact on their ability to complete the course and to be fit to practise on completion of their studies, and offers are conditional upon a satisfactory Occupational Health assessment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the University.

## **Criminal convictions**

27. As a condition of taking your place at the University you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions, by contacting the admissions team at [admissions@ucb.ac.uk](mailto:admissions@ucb.ac.uk). The University's team will contact you if further information is required. The University will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements. If you commit a relevant offence whilst you are a student, you will need to tell your course leader at the earliest opportunity. In the most serious cases this may result in the University requiring you to withdraw from your course and/or the termination of your enrolment with the University.

## **Intellectual Property**

28. In the interest of encouraging innovation, entrepreneurship, and development of new ideas by its students, the University does not assert ownership over intellectual property rights developed, made or created by its students in the course of their study or research at the University, except in the circumstances set out in the General Regulations.

## **Data Protection**

29. You can find out more about how the University handles student data and your rights in relation to data protection in our student privacy notice, a copy of which can be found on our website at:

[student-privacy-notice-17.pdf \(ucb.ac.uk\)](#)

## **Requirements for EU and overseas students**

30. Students from the EU will need to demonstrate settled or pre-settled status or may need a student visa in order to take up a place at the University.

31. If you are an overseas student, you may need a student visa to take up your place at the University. Further information about visas can be found at <https://www.ucb.ac.uk/international-students/visas-and-immigration/>

32. It is your obligation to make sure you continue to comply with the terms and conditions in your visa. If your visa is revoked for any reason, the University reserves the right to terminate its contract with you.

## **Overseas travel**

33. If you are travelling overseas as part of your course or a University-organised activity, you may need a visa and/ or to comply with a particular country's vaccination policy in order to travel. It is your obligation to make sure you meet and continue to comply with any such travel requirements.

## **Complaints**

34. Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the Director of Admissions and Marketing at [a.aganovic@ucb.ac.uk](mailto:a.aganovic@ucb.ac.uk). Further information can be found in the University's Admissions Policy and Procedures at [admissions-policy-and-procedures-2021.pdf \(ucb.ac.uk\)](#).

35. The University has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found at:

[student-complaints-procedure.pdf \(ucb.ac.uk\)](#)

## **General**

36. If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.



37. The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

38. The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

39. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description given for the academic year in which you begin the course. However, the University will be entitled to make reasonable changes where that will enable us to deliver a better quality of educational experience to students enrolled on the course. Please see paragraphs 13 to 15 of the Terms and Conditions 2023/2024 for further details about these changes and your options if such changes occur.

## **STATUTORY CANCELLATION RIGHTS**

### **1. RIGHT TO CANCEL**

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University. To exercise the right to cancel, you must inform us, the University, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form (link at the end of this document), but it is not obligatory. We are very happy for you to just send an email to [admissions@ucb.ac.uk](mailto:admissions@ucb.ac.uk). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **2. EFFECT OF CANCELLATION**

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### **3. CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD**

If you cancel the contract after the statutory cancellation period has expired, the University may not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees. Please see the link below for the 'Calculation of tuition fees for students who withdraw or take a leave of absence' document:  
<https://www.ucb.ac.uk/media/vc1nivdm/calculations-of-fees-for-withdrawals-and-leave-of-absence.pdf>

### **4. COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD**

If your course is due to begin within 14 days of the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel this contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of our service to you to the date of cancellation.

Right to cancel form:

<https://www.ucb.ac.uk/media/ictwbnv/rights-to-cancel.pdf>