

Terms and Conditions – students starting in 2019/20

Each student will be asked to review their terms and conditions during Online Registration, and sent a copy of their terms and conditions on completion of registration (found at www.surrey.ac.uk/selfservice). It is important you review your terms and conditions carefully, and contact Student Records if you require any further advice or guidance.

These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

The terms and conditions and information referred to below should be read in conjunction with and supplement any offer information provided from the University of Surrey (referred to below as "the University", "we", "us" and/or "our") and other terms and conditions previously entered into between you and the University (including those you agreed to when accepting the University's offer). Where any previous information or terms and conditions are inconsistent with the below, the below terms and conditions will take priority. These terms and conditions may also be referred to as this "contract". By completing the online registration process, you confirm you agree with the following:

Information about us

We are the University of Surrey a body incorporated by Royal Charter. We are a higher education institution and are regulated by the Office for Students, and governance of the University is led by the Members of Council and a number of statutory bodies and committees. Detailed information is provided in the Charter, Statutes and Ordinances.

Your programme

You are registering on the programme as detailed in Online Registration for the 2019/0 academic year. Your registration date and expected end date for your programme will be detailed in your personal Terms and Conditions.

It is expected that the teaching for most students shall primarily be conducted at the University of Surrey, Guildford, not including any placement or study abroad activity. Students on certain programmes, for example Nursing and Veterinary Medicine and Science, will have a higher proportion of time away from the University of Surrey. Please refer to your personal Terms and Conditions for further information. In exceptional circumstances, your programme may be delivered at another location in Guildford. If you are a collaborative student your location of study will be as determined in your collaborative agreement.

Your modules

Information on your modules can be found on the Modules sections of <u>Surrey Self Service</u>, or by accessing the <u>Module Catalogue</u>.

You may also be required to choose optional modules as part of your programme. The University will try where possible to provide these; however, there may be occasions where this is not possible due to low numbers of students who wish to take a module, changes in teaching staff, changes in accreditation of the programme, or academic or technological advances/developments. The University shall ensure that you are given notice of any such changes and will provide you with information regarding alternative options.

Changes to your programme

The University undertakes a continuous review of its programmes, services and facilities to ensure quality enhancement. The University is also largely funded through public and charitable means and is required to manage these funds in an efficient and cost-effective way for the benefit of the whole of the University community. Circumstances outside of the University's reasonable control may also arise from time to time which may affect the University's programmes, services and facilities.

The University, therefore, reserves the right if it considers it to be necessary:

- to make reasonable variations to the content and syllabus of programmes of study (including in relation to placements);
- to suspend or discontinue programmes of study or to combine or merge them with others;
- to make reasonable alterations to the timetable, location, number of classes, content or method of delivery of programmes of study and/or examination processes.

Our programmes are delivered within an enthusiastic, academic community, by staff who are actively engaged in research. In this context, we might alter the curriculum so that our students can learn from the latest academic research. We also value student feedback and provide regular opportunities for our students to comment on the content of their programme. In response to this feedback, and in dialogue with current students, we may alter the curriculum.

Other circumstances which may lead to programme changes include (but are not limited to):

- staff changes, which can lead to new modules being offered, modules being withdrawn, or a change to who teaches the programme;
- changes made in response to new requirements from external professional, statutory or regulatory bodies;
- changes to applicable laws; or

• changes to the way in which universities are funded, which might lead to changes in the availability of some student services, for example.

The following changes to your intended programme of study (if any) will be communicated to you in either the February, May or July (dependent on when the change has been confirmed by the University's Board of Studies) before the commencement of the relevant academic year in which you will begin/continue the programme (as applicable):

- programme name change;
- new awards or change of existing award (e.g. BA to BSc);
- addition of new pathway(s);
- change to or introduction of a mode of study (e.g. distance learning);
- removal of a core or compulsory module (whether a module is core or compulsory will be defined on the relevant course page on the University's website);
- introduction of a new core or compulsory module;
- change to a module classification from optional to core or compulsory;
- significant reduction in the number of optional modules;
- introduction of a pre-requisite or co-requisite module (whether a module is pre-requisite or co-requisite will be defined on the relevant course page on the University's website);
- introduction of out-of-semester programme delivery; and
- introduction of, or change to, the teaching location such that teaching takes place at a venue other than the University.

It would be atypical for any changes to be made during an academic year, however, this might be necessary in exceptional circumstances which will be considered on a case-by-case basis. Any in-year changes will be communicated to all students affected and, where possible, students will be consulted beforehand. Examples of exceptional circumstances in this context include (but are not limited to):

- where the only staff subject expert has left the University, meaning there is noone to carry on the delivery of a module's content;
- a professional, statutory or regulatory body requirement that must be implemented with immediate effect; or
- where a programme is in breach of the University's regulations.

We will only suspend or withdraw a programme in exceptional circumstances. These could include, for example, the departure of a key member of academic staff or unexpected circumstances that render essential teaching facilities unusable. Programmes may also be suspended where the demand from applicants in any academic year makes them unviable to run. In the unlikely event that we have to suspend or withdraw your course, we will inform you at the earliest opportunity and make all reasonable efforts to provide a suitable alternative. We will not withdraw or

suspend a programme commencing in September/October after the 4th August other than in exceptional circumstances beyond our control. Programmes that commence at other points in the academic year will not be suspended or withdrawn less than 2 months prior to the start date, other than in exceptional circumstances beyond our control. If we do have to withdraw or suspend your programme after you have made a deposit payment, you will be entitled to a full deposit refund.

For postgraduate research students, in the event the principal supervisor or cosupervisor named in your offer leaves the University, we will make all reasonable efforts to source a replacement. If, due to the nature of the research it is not possible to source a replacement, we will endeavour to support students to seek an alternative opportunity elsewhere.

Notification to students affected by any such changes will be made as soon as reasonably possible in advance.

We will contact you to explain the options open to you if you have any queries or concerns about the changes.

Fees

For the current academic year, your fees will be detailed in your personal Terms and Conditions – please refer back to your email for further information.

Students are liable to pay fees in respect of the whole academic session from the commencement of the programme, and are liable to pay revised fees annually for the duration of the programme. Increases in fees are detailed in your personal Terms and Conditions. If you need to repeat any module with attendance during the course of your study, you will be charged a per module fee.

If you are studying on a programme which contains a Professional Training Year (PTY), there will be a reduced fee for the academic year in which you undertake your placement. This is normally confirmed 12 to 18 months in advance, or once Government policy is determined. For information about current PTY fee, please visit our website.

If you are sponsored, you will provide us with valid sponsorship information that covers the period of your study.

Students in receipt of an **Undergraduate Tuition Fee Loan** will have their fees paid by the Student Loans Company in line with their schedule.

Students in receipt of a **Postgraduate Loan from Student Finance England or Wales**, please note this loan is not deemed as sponsorship and you remain liable for payment of your tuition fee invoice as detailed below.

Students in receipt of a **Postgraduate Loan from Student Finance Northern Ireland** will have their fees paid by SFNI in line with their schedule, but will remain liable for the excess where applicable.

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International students, or UK/EU students who have not taken out a tuition fee loan, are required to pay their fees either in full at the beginning of the academic session or in two instalments as follows: 50% payable 10 days after the invoice date (expected to be early October of each academic year), and 50% in January. The exact date(s) will be detailed on invoices. Students on certain part-time programmes, where fees are paid on a modular or stage basis, are not eligible to pay their fees by instalment.

Any non or late payment of fees will be dealt with in accordance with our <u>Student Fee</u> and <u>Debt Management Policy</u>.

Policies relating to the payment of tuition fees are set out in our <u>Student Fee and Debt Management Policy and our Tuition Fee Policy</u>. This policy include information about what fees are charged if you choose to withdraw from your course. We encourage all students to print a copy of these policies for their records.

Additional Costs

Tuition fees cover the cost of teaching provision. Throughout the duration of your studies it is likely that you will incur additional costs related to your degree. For example, some of our programmes (particularly those with a practical element) may require you to pay for clothing, materials, field courses, special equipment or bench fees. Specific additional costs relating to your degree can be found on the course webpages — visit our Additional Costs website for more information.

General living expenses

Throughout your studies at the University you will need to cover the cost of your general living expenses, such as the cost of your accommodation, food, travel, etc. Our Student Advisors based in the MySurrey Hive can offer you advice on <u>planning a budget and managing your money</u>.

UKVI Tier 4 visa sponsorship

If you hold a Tier 4 (general) student visa, you understand that this means that the University of Surrey is your Tier 4 sponsor. As your sponsor, the Home Office has certain requirements of us - you agree that you understand these requirements and your responsibilities as a student, for example an obligation to monitor and disclose to the Home Office your attendance. For more information, please read the University's Institutional Policy on students who are subject to Immigration Control.

Students on a Tier 4 visa are advised that due to Home Office regulation, changes to course or length of study may not be permitted except in exceptional circumstances. This may include adding a placement, adding an integrated Master's year (e.g. MEng, MBus) or temporarily withdrawing. Changes which are permitted may require you to obtain a new visa, and this may need to be obtained outside the UK. Once you are registered, if you wish to make any changes to your course and you hold a Tier 4 visa, please discuss these with Visa Compliance or International Student Support (visacompliance@surrey.ac.uk).

Potential changes as a result of the UK exiting the EU

We support students from the EU, and are committed to our diverse University community. However, as a result of the UK's intended departure from the EU, immigration and/or fee rules may change following Registration on your programme.

The <u>Department for Exiting the European Union (DExEu)</u> has stated that it is working with the Home Office and other Government departments to develop options to shape the UK's future immigration system. It is possible that immigration and/or fee rules relevant to Tier 4 student sponsorship may change and that these changes could come into force during the course of your programme.

The University is bound to comply with applicable legislation and cannot therefore be liable for changes which affect your eligibility to study. However, the University would notify affected students as soon as reasonably possible upon becoming aware of legislative changes likely to affect immigration or fee rules.

Declaration of criminal convictions

You must declare any Relevant Criminal Convictions (as further defined and explained in the <u>Criminal Convictions Policy</u>.

Having a Relevant Criminal Conviction will not usually prevent you from gaining admission to the University. In reaching decisions on those with a Relevant Criminal Conviction, the University will consider not only its own responsibilities and duties (including but not limited to its responsibilities and duties towards other students and staff) but also your well-being, any restriction on your ability to fully engage with your programme of study and/or student life, and the University's ability to provide appropriate support arrangements.

A failure to disclose any Relevant Criminal Convictions is taken seriously and could result in the termination of your registration in accordance with the <u>Student</u> <u>Disciplinary Regulations</u> or <u>Regulations for Fitness to Practise</u>.

If you have a Relevant Criminal Conviction and/or are unsure whether a criminal conviction is a Relevant Criminal Conviction, you should obtain further advice from appropriate bodies.

For further details please refer to the **Criminal Convictions Policy**.

Right to cancel

You have the right to withdraw from the programme and the contract within 14 day without giving any reason.

If you want to withdraw from the programme and this contract you must notify us in writing within 14 days of the date that you accepted your terms and conditions ("Cooling-Off Period").

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail to studentrecords@surrey.ac.uk or your faculty). You may use the model cancellation form (found at the end of this contract), but it is not obligatory.

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.

Effects of cancellation within the Cooling-Off Period

If you cancel this contract within the Cooling-Off Period, we will reimburse to you all payments received from you with the exception of any deposit(s) that you may have paid prior to your online registration (e.g. where you were required to pay a deposit to hold your place on the course). 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 and withdraw from the programme.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any bank charges as a result of the reimbursement.

Withdrawal from or change of programme after the Cooling-Off Period If at any point you wish to change programmes, or withdraw permanently or temporarily after the Cooling-Off Period, please ensure you speak with your faculty who will be able to guide you. Alternatively, please visit the MySurrey Help.

Fees may still be payable for all or part of the academic year as detailed in the <u>Student Fee and Debt Management Policy</u>.

Please be aware that, if you defer or temporarily withdraw from a programme, we cannot guarantee that the terms and conditions, programme, modules, fees, bursaries, scholarships, or costs applicable at the time of your deferral or withdrawal will be the same as those applying at the time of any subsequent registration (or as the case may be re-registration) to continue your studies. Furthermore, one or more of the documents referred to below under "Registration" may have been amended since the time of any previous registration and the latest versions of such documents will apply (including, for example, the Charter, Statutes, Ordinances, Regulations and Policies of the University). You may be required to enter into a new contract to continue your studies, which may have different terms and conditions to those contained in this contract.

Events outside our control

The University shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations to you under this contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. By way of example, such events, circumstances or causes outside of the University's control could include: extreme weather conditions, a natural

disaster, a terrorist incident, a major accident at our property, civil unrest, industrial action, a change in applicable laws, failure of a third party provider of goods or services or failure of provision of utilities.

In these circumstances, the University shall be entitled to a reasonable extension of the time for performing its obligations under this contract and the University will take reasonable steps to limit the effects on you and your studies. If the period of delay or non-performance continues for three months in aggregate in any one academic year, the University will discuss with you potential alternative solutions and what else can reasonably be done to reduce the effects on you and your studies.

Your records

In order to keep your record up to date throughout the year or to check your information, you can log in at any time to Surrey Self-Service.

Data privacy

By completing registration, you confirm that you have read and understand how data is handled as established in the University's <u>Privacy Notice</u> and in line with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

As explained within the <u>Privacy Notice</u>, some information will be shared with the Students Union for the purposes of membership and to be used for the purposes set out in the <u>Students' Union's Privacy Notice</u>. You may contact them to indicate that you do not wish to be a member of the Students Union (<u>ussu.information@surrey.ac.uk</u>).

On graduation, some data will be shared with our <u>Alumni office</u> who may contact you once you have left the University. The Alumni office will handle your information in accordance with the <u>Alumni Privacy Notice</u>. If you do not want your information to be used by the Alumni office you can contact them to request that they do not process your information.

If you are a sponsored student, the University may share some personal information which may include your conduct, performance, and attendance with sponsors and funding bodies in order to comply with our legal obligations, to provide teaching and learning, and to receive payments from your sponsor.

Membership of the Students' Union

Upon registering as a student of the University, you will also become a company law member of the <u>University of Surrey Students' Union</u> ("the Students' Union") which is a charitable company. The Students' Union would like to communicate with you for the purposes of your membership of the Students' Union via your University email and via the Students' Union website and you will receive information from them to enable you to consent to this. If you do not wish the Students' Union to contact you via electronic means, you can opt out of electronic communications by contacting <u>ussu.information@surrey.ac.uk</u> and the Students' Union will contact you via post instead. Regardless of your consent settings, you will also receive information

regarding the Students' Union AGM via email or the website. This is something the Students' Union is required to do to comply with company law.

For more information, visit the Students' Union website.

Intellectual Property

The University has a <u>Protocol on Student IP</u> which summarises the University's Intellectual Property Code applicable to students. Full details of the University's IP code can be found on the <u>University's website</u>.

For Undergraduate students: Inventions by undergraduate students will usually be owned by the student. Only in certain cases will the University require an undergraduate to assign all their rights in an invention e.g. if it is in a key area of the University's research, or an invention jointly generated with a member of staff or post graduate student. IP in inventions generated by undergraduate students during a placement may be required to be assigned to a sponsor of the provider of the placement opportunity. Arrangements for IP ownership will be stated in the agreement between the University and sponsor.

For Postgraduate Students (MSc/MPhil/PhD etc.): It is a condition of registration that postgraduate students are required to agree to assign all rights in inventions generated from their research to the University. This includes copyright in software and source code. At the request and cost of the University the student(s) will do everything necessary to enable the University to create, complete, assert and defend its Intellectual Property rights in such inventions (including without limitation in the application for and prosecution and maintenance of appropriate protection, such as patent applications, for such inventions). This situation is likely to occur if the postgraduate student is working closely with a member of staff on a University key research area. If the research is funded by an external source an agreement will be in place covering IP ownership arrangements with the University which could result in the IP being owned by the external source.

Any student inventor who assigns intellectual property in their invention to the University can expect to benefit from a share of revenues in the event that the invention is successfully exploited by the University as set out in the <u>University's IP</u> Code.

Registration

At the beginning of each academic year (including year 1), you must confirm your place on the programme by completing registration online.

Online registration requires you to confirm your acceptance of:-

- i. The prevailing version of the University's Privacy Notice and to consent to any specific data sharing with third parties;
- ii. The prevailing version of the University's Intellectual Property Code;

- iii. Your company law membership of the University of Surrey's Student Union; and
- iv. The prevailing versions of the Charter, Statutes, Ordinances, Regulations and Policies of the University, which are reviewed and may be subject to consequential amendments, from time to time. Updates will be published on the University's website. Any new Regulations will be published at the start of the academic year.

Students who fail to register or re-register within two calendar weeks of the beginning of the academic year will not normally be considered to be a continuing student of the University.

Accommodation

If you are residing (or will reside) in University accommodation, that contract is a separate contract to this contract. There may be some areas of cross over, in that you must be a current student of the University to live in student accommodation, and that behaviour in accommodation may be serious enough to be considered under the University's student disciplinary regulations.

Complaints Process

Information about the University's complaint handling process can be found on the website of the <u>Office of Student Complaints</u>, <u>Appeals</u>, <u>and Regulations</u> (OSCAR). In some cases there is a right of appeal to the <u>Office of the Independent Adjudicator</u> (OIA).

Governing Law and Jurisdiction

Both you and the University agree that this contract has been formed under English Law, that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IT Acceptable Use Policy and Guidelines

Please take time to read the <u>IT Acceptable Use Policy and Guidelines</u> to ensure you are aware of safe, lawful, and equitable use of IT services at the University of Surrey.

Your Rights and Obligations

You undertake as a member of the University to comply with the <u>Charter, Statutes, Ordinances</u>, <u>Regulations</u> and <u>Policies</u> of the University. You understand that if you were to breach these then you may be subject to disciplinary action by the University; the outcome of which may include temporary or permanent exclusion from the University and your being temporarily or permanently withdrawn from your programme of study.

Contact Details

University of Surrey Guildford Surrey GU2 7XH 01483 686868 hive@surrey.ac.uk

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract – please email completed forms tostudentrecords@surrey.ac.uk or post to the address below).

To Student Records, University of Surrey, Guildford, Surrey, GU2 7XH

I hereby give notice that I cancel my contract of sale for the supply of the following service:
Date registered on course:
Name:
University number:
Your Address:
Signature
Date