

# Terms and Conditions with effect from September 2020

 Each student will be asked to review these terms and conditions during Online Registration, and will be sent a copy of these terms and conditions on completion of registration (found at <a href="www.surrey.ac.uk/selfservice">www.surrey.ac.uk/selfservice</a>). It is important you review your terms and conditions carefully, and <a href="contact Student Records">contact Student Records</a> 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. You should note that you are required to comply with the University <u>Charter, Statutes, Ordinances</u>, <u>Regulations, Codes of Practice</u>, and <u>Policies</u> of the University.

2. These terms and conditions replace all previous terms and conditions between you and the University (including those you agreed to when accepting the University's offer). Where any previous information is inconsistent with these terms and conditions, these terms and conditions will take priority. These terms and conditions together with the documents referenced herein and your offer letter form your contract with the University (referred to below as the "Contract"). By completing the online registration process, you confirm you have read and agree with the following:

## IMPORTANT: Changes to advertised programmes in light of COVID-19

- 3. In light of the COVID-19 pandemic, the University is subject to directions and restrictions under the Coronavirus Act 2020, Public Health (Control of Disease) Act 1984, The Health Protection (Coronavirus, Restrictions) (No.2) (England) Regulations 2020, together with other legislation and government guidance as issued and amended from time to time. Whilst the University is endeavouring to keep the campus open and deliver services throughout the academic year 2020/2021, these requirements have inevitably meant that we have had to change and adapt the delivery of your programme (and in some cases the content) together with the University services and facilities. As such, whilst we are confident that the quality of our services will not be affected, such changes will mean that our offering will differ from what has previously been advertised and from previous years (pre-pandemic).
- 4. In order to make it clear to returning students and new students how COVID-19 will affect your programme course and university life, together with details of our "Hybrid Education" model which will be adopted through semester 1 of the 2020/2021 academic year (and potentially semester 2 subject to government guidance and legal requirements), we have created a COVID-19 section on our

website which details these changes: <a href="https://www.surrey.ac.uk/coronavirus/course-changes">https://www.surrey.ac.uk/coronavirus/course-changes</a>

Before online registration, please ensure you read the general provisions on the COVID-19 section of our website together with the pages in relation to your chosen course. Please note that by completing online registration you acknowledge you have read and accept the changes detailed in this website as well as these terms and conditions.

5. Where national or local restrictions are imposed as a result of COVID-19 during the academic year which result in a period of disruption (such as lockdown and/or restricted access to campus), the Hybrid Education model has been designed so that your programme can be delivered for a short term period (and in many cases also in the long term) via online learning only without a significant effect on the learning outcomes of your programme. If significant long-term disruption occurs and 100% online delivery of your programme during the period of the disruption is not possible which could result in a material effect on your progress through your programme, We shall consult with you in relation to any proposed significant changes to your programme (see "Changes to your Programme" below).

#### COVID-19 and your health and safety

- 6. The safety of all members of our University community is paramount and everybody has a role in keeping the University and wider community safe during the COVID-19 pandemic, especially protecting those who are more vulnerable to the virus. As such, the University has created a <u>Covid-19 Secure Policy</u> setting out (a) what the University is doing to help protect you and (b) what you and every student is expected to do to protect themselves and their fellow students and staff. Due to the evolving nature of the COVID-19 pandemic, this Policy is regularly reviewed. All students must keep themselves informed and comply with the policy together with any specific directions given by staff from time to time.
- 7. We anticipate that given the changing nature of the national and local response to the pandemic, we will need to update the Covid-19 Secure Policy during the academic year. This may involve relaxing or tightening the rules and guidance within the Policy in line with government guidance and statutory requirements. Where changes are necessary, we shall notify all students (including by email and/or public notices) with details of the amendments. Please stay up to date with the Policy and any amendments in order to protect yourself and others.

#### Information about us

8. 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 <a href="Charter">Charter</a>, Statutes and Ordinances.

### Your programme

- 9. You are registering on the programme as detailed in Online Registration for the 2020/21 academic year. Your registration date and expected end date for your programme will be detailed in your personalised version of these Terms and Conditions.
- 10. As a result of the Covid-19 pandemic, the teaching for most students for semester 1 (2020/21) will be delivered via a "Hybrid Education" model (see below for details). The Hybrid Education model involves a mix of face-to-face teaching conducted on campus (where possible at the University of Surrey, Guildford), and online learning delivered through platforms provided by the University. Subject to prevailing conditions at the time, placements or study abroad will take place as advised by the placements team and the Global engagement team, however, it may be necessary to vary the timings of these placements in your programme in light of COVID-19 (see "Changes to Your Programme" below in paragraphs 14 to 23). The University will keep Hybrid Education under review. It is hoped that more face-to-face teaching will be undertaken in semester 2 but that is subject to government guidance, legal requirements and the safety of the University community.

11. In exceptional circumstances, your programme may be delivered at another location in Guildford. If you are studying under a collaborative agreement your location of study will be as determined in your collaborative agreement.

### What is "Hybrid Education"?

Hybrid Education is a mix of online course delivery with face-to-face sessions for elements of your course which can be delivered safely in person bearing in mind government guidelines, legal requirements and keeping the University and wider community safe.

**Online** - Hybrid Education principally provides lectures online via captured content through a virtual learning environment, for example, voice over PowerPoint, podcast etc. In most cases during Semester 1, lectures will be delivered online via captured content. Core programme materials including guided learning and other resources are also provided on the virtual learning environment. Given the risk of further COVID-19 lockdowns, the Hybrid Education model has also been designed by the University so that your course can be delivered fully online for at least short-term periods (and in many cases long terms periods) should the University be subject to local or national lockdown restrictions that might prevent access to campus facilities.

Face-to-face – During Semester 1 most tutorials/seminars/workshops, labbased, studio-based and simulation-based sessions will be delivered face-to-face. These will be delivered in accordance with government guidance and in a manner designed to keep the University and wider community safe. You will be expected to attend these face-to-face sessions at your designated time. However, where you are unable to attend due to extenuating COVID-19 related circumstances or other agreed exceptional circumstances, online access to these sessions will also be provided where possible. If it ceases to be possible or practicable to deliver face-to-face sessions (e.g. because of COVID-19 restrictions) the University has measures in place to ensure that such sessions can either be delivered via an alternative online format in the short term or be rescheduled for delivery at a later point, usually within the academic year.

**Assessments** - In Semester 1, all assessments in Hybrid Education are administered online using the virtual online environment. It may also be necessary to use online assessments in Semester 2, depending on prevailing government guidance and legal requirements.

**Further information** – Further information on what Hybrid Education is and how it will apply to your chosen programme and modules can be found on our website in respect of programmes and specific modules (<a href="https://www.surrey.ac.uk/coronavirus/course-changes">https://www.surrey.ac.uk/coronavirus/course-changes</a>).

#### Your modules

- 12. 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>. In light of the COIVD-19 pandemic, please also read [<a href="https://www.surrey.ac.uk/coronavirus/course-changes">https://www.surrey.ac.uk/coronavirus/course-changes</a>] for information with a summary of the changes to your modules, including how Hybrid Education will be implemented as part of these modules.
- 13. You may also be or have already been 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, restrictions as a result of COVID-19 e.g. teaching space, 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 where available.

### Changes to your programme

- 14. The University undertakes a continuous review of its programmes, services and facilities to ensure quality enhancement. The University is required to manage its 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 (please also see COVID-19 section above).
- 15. 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;
  - to move placements to another point of time in the programme;
  - to make any reasonable changes necessary to programmes in light of the Covid-19 pandemic and any associated government or public health advice, directions, or statutory obligations including delivering the programme 100% online.
- 16. 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 Terms and Conditions students starting in 2020/21

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.

- 17. 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.
- 18. The following changes to your intended programme of study (if any) will be communicated to you via the website (<a href="www.surrey.ac.uk/coronavirus/coursechanges">www.surrey.ac.uk/coronavirus/coursechanges</a>) 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 a different assessment;
  - introduction of a change to delivery;
  - introduction of out-of-semester programme delivery;
  - introduction of, or change to, the teaching location such that teaching takes place at a venue other than the University; and
  - moving placements to another point of time in the programme.
  - 19. 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):

- 1) where the only staff subject expert has left the University, meaning there is noone to carry on the delivery of a module's content;
- 2) a professional, statutory or regulatory body requirement that must be implemented with immediate effect;
- 3) government guidance, statutory requirements or workplace restrictions in response to the COVID-19 pandemic (subject to the above provisions relating to COVID-19 and Hybrid Education); or
- 4) where a programme is in breach of the University's regulations.
- 20. We will only suspend or withdraw a programme in exceptional circumstances. These could include, for example, government guidance or restrictions (e.g. those arising as a result of COVID-19), 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.
- 21. 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.
- 22. Notification to students affected by any such changes will be made as soon as reasonably possible in advance.
- 23. We will contact you to explain the options open to you if you have any queries or concerns about the changes.

#### **Fees**

24. For the current academic year, information about fees can be found at <a href="https://www.surrey.ac.uk/fees-and-funding/tuition-fees">https://www.surrey.ac.uk/fees-and-funding/tuition-fees</a> and will be detailed in your personalised version of these Terms and Conditions – please refer back to these for further information.

- 25. 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 personalised version of these 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.
- 26. 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.
- 27. If you are sponsored, you will provide us with valid sponsorship information that covers the period of your study.
- 28. Students in receipt of an **Undergraduate Tuition Fee Loan** will have their fees paid by the Student Loans Company in line with their schedule.
- 29. 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.
- 30. 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.
- 31. **PGR Studentships** if you have been awarded a full Postgraduate Research Studentship covering the full Tuition Fees then we will be informed of this by the Studentships team in Finance so there is no requirement to provide a copy of your Studentship paperwork. If a partial Studentship has been awarded it will detail your fee liability in the paperwork and you will be liable for payment of your tuition fee invoice as detailed below.
- 32. 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.
- 33. Any non or late payment of fees will be dealt with in accordance with our <u>Student Fee and Debt Management Policy</u>.

34. 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**

- 35. 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.
- 36. Given the reliance on online teaching as part of the Hybrid Education model in the 2020/2021 academic year, students will need to ensure they have access to a computer with suitable video and audio capabilities, as well as access to a reliable internet connection and Wi-Fi in order to undertake the online elements of their course. Unfortunately, due to government guidance, access to University computers on campus will be limited and the University may not be able to loan devices to students.

### **General living expenses**

37. 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 planning a budget and managing your money.

#### **UKVI Tier 4 visa sponsorship**

- 38. 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.
- 39. 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 International Student Support (<u>internationalsupport@surrey.ac.uk</u>).

- 40. Due to Covid-19, the Home Office have confirmed that for 2020/21, Tier 4 students may commence or recommence their course online and travel to the University as soon as government (both in the UK and in their country of domicile) allows them to do so. The University is setting up a series of Late Arrival Points (LAPs) for students with exceptional circumstances related to COVID-19 who cannot travel to campus within these first two weeks for physical registration. Students needing to take advantage of LAP must sign up to the scheme during Online Registration. Based on your LAP we will issue your Confirmation of Acceptance for Studies (CAS).
- 41. In this instance, you may commence your course online before you apply for your visa. If you have already started your course and your visa application is rejected, you are required to inform the University. If eligible you will be issued up to one further CAS in accordance with our <u>CAS Issuing Policy</u>, otherwise your University registration will be cancelled.

### Potential changes as a result of the UK exiting the EU

- 42. We support students from the EU and are committed to our diverse University community. However, as a result of the UK's departure from the EU, immigration and/or fee rules may change following Registration on your programme.
- 43. The Home Office and other Government departments are developing options to shape the UK's future immigration system. It is possible that immigration and/or fee rules relevant to Tier 4 student sponsorship and EU students studying in the UK may change and that these changes could come into force during the course of your programme.
- 44. 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**

- 45. You must declare any Relevant Criminal Convictions (as further defined and explained in the <u>Criminal Convictions Policy</u>).
- 46. 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.
- 47. 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 Disciplinary Regulations</u> or <u>Regulations for Fitness to Practise</u>.
- 48. 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.
- 49. For further details please refer to the Criminal Convictions Policy.

### Right to cancel

- 50. You have the right to withdraw from the programme and the contract within 14 days without giving any reason.
- 51. 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").
- 52. 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 <a href="mailto:studentrecords@surrey.ac.uk">studentrecords@surrey.ac.uk</a>). You may use the model cancellation form (found at the end of this Contract), but it is not obligatory.
- 53. 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

54. If you cancel this contract within the Cooling-Off Period, we will reimburse to you all payments received from you for this academic year 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.

55. 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

- 56. 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 Academic Hive.
- 57. 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>.
- 58. 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**

- 59. 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 results 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, pandemic and epidemic, any law imposed by or any action or direction taken or recommended by a government or public authority (including such measures resulting in prolonged periods of lockdown or other restrictions due to COVID-19 which mean that the outcomes for your programme of study cannot be delivered (including online)), failure of a third party provider of goods or services or failure of provision of utilities.
- 60. 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

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delay or non-performance continues for three months in aggregate in any one academic year, the University will discuss with you any potential alternative solutions and what else can reasonably be done to reduce the effects on you and your studies.

#### Your records

61. 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 <u>Surrey Self-Service</u>.

### **Data privacy**

- 62. 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.
- 63. 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>).
- 64. On graduation, some data will be shared with our <u>Advancement 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 Advancement office you can contact them to request that they do not process your information.
- 65. 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

66. 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**

- 67. 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>.
- 68. 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 postgraduate 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.
- 69. 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.
- 70. 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

71. At the beginning of each academic year, students must register with the University both online and physically on campus within certain time frames.

- 72. <u>Online Registration</u> At the beginning of each academic year (including year 1), you must confirm your place on the programme by completing registration online.
- 73. Online Registration requires you to confirm your acceptance of:
  - i. These terms and conditions:
  - ii. The COVID-19 Secure Policy;
  - iii. The prevailing version of the University's Privacy Notice and to consent to any specific data sharing with third parties;
  - iv. The prevailing version of the University's Intellectual Property Code;
  - v. Your company law membership of the University of Surrey's Student Union; and
  - vi. The prevailing versions of the Charter, Statutes, Ordinances, Regulations, Codes of Practice, 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.
- 74. Students who fail to undertake Online Registration within two calendar weeks of the beginning of the academic year will not normally be considered to be a continuing student of the University.
- 75. Physical registration When you arrive on campus at the beginning of each academic year, you are required to register in person as part of your Welcome programme. You are expected to do this within the first two weeks of the academic year, however, in light of Covid-19, the University is setting up a series of Late Arrival Points (LAPs) for students with exceptional circumstances related to COVID-19 (as communicated to students) who cannot travel to campus within these first two weeks. You must sign up to a LAP as part of your online registration.
- 76. Please note that LAPs do not apply to Online Registration. Online Registration must still be completed within the timeframes set out above.

#### **Accommodation**

77. 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**

78. 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).

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### **Governing Law and Jurisdiction**

79. 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

80. 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**

81. You undertake as a member of the University to comply with the <u>Charter, Statutes</u>, <u>Ordinances</u>, <u>Regulations</u>, <u>Codes of Practice</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 to <a href="mailto:studentrecords@surrey.ac.uk">studentrecords@surrey.ac.uk</a> 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:

Name:
University number:
Your Address:
Signature
Date

Date registered on course: