Terms and conditions of offer

- 1. When you accept an offer of a place at the University of Surrey (referred to below as "the University", "we", "us" and/or "our"), you are entering into an agreement with us under which the University is agreeing to provide you with a place on a programme of study at the University, subject to meeting any conditions of the offer. You are also agreeing to comply with our Charter, Statutes, Ordinances, Policies and Regulations.
- 2. The regulations and policies cover, among other things: payment of fees; attendance at classes; submission of work; attendance at examinations; student discipline; complaints procedures; freedom of speech; and equal opportunities policies. Please read them before you accept your offer of a place to ensure that you understand the commitment you are making. Please also be aware that our Charter, Statutes, Ordinances, Policies and Regulations may change from time to time but such changes will not materially change the nature of the services the University provides to you.
- 3. Upon registration at the University prior to commencement of your programme, and on re-registration each year, you will enter into a further contract with the University which will replace the terms set out in this document and apply (as amended) throughout your studies at the University. Returning students re-register with the University at the beginning of each academic year, thereby providing an opportunity for amendments to the contract to be introduced and confirmed/agreed between the parties. In the event of any inconsistency between the terms of this contract and the terms of any contract which you enter into upon registration, the terms of the latter shall take priority.

IMPORTANT: Delivery of programmes in light of COVID-19

- 4. In light of the COVID-19 pandemic, the University has and continues to be subject to various additional legislation, directions, restrictions, and guidance as issued and amended from time to time concerning COVID-19. These requirements inevitably mean that we have had to change and adapt the delivery of our programmes (and in some cases the content), together with the University's wider services and facilities. As such, whilst we are confident that the quality of our services are not affected, such changes do mean that our service offering will differ from what has previously been advertised and delivered in pre-pandemic years.
- 5. Whilst the UK government has lifted many COVID related restrictions, public health guidance and recommendations remain in place, and it is still unclear as to how the pandemic may continue to affect life going forwards in these unprecedented circumstances, particularly given the ever-changing nature of the virus (for example, the emergence of variants). Given this uncertainty and in order to maintain flexibility in the event of unknown changes in the national situation in light of COVID-19, the University is providing our teaching and learning throughout the 2021/2022

academic year via a "Hybrid Education" model. Details of the Hybrid Education model for the academic year 2021/2022 and how it is used for your particular programme and more widely in university life is outlined in the online Prospectus at https://www.surrey.ac.uk/study.

- 6. You should note that "Hybrid Education" is the model for the academic year 2021/2022. This will be subject to review and clarification for the academic year 2022/2023 and may well change. Our plans for teaching for your Programme are available on the Study webpages https://www.surrey.ac.uk/study. If there are changes required due to the pandemic, you will be notified nearer to the start of that academic year and you should check surrey.ac.uk/coronavirus for the most up-to-date information.
- 7. Before online registration, please ensure you read the Programme specific pages for your course and any modules you have selected on the Study section of our online Prospectus (https://www.surrey.ac.uk/study), together with the information outlined on our dedicated coronavirus website: https://www.surrey.ac.uk/coronavirus/students.
- 8. Subject to any government guidance, the University shall be reviewing the application of Hybrid Education regularly. However, should further national or local restrictions be 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 continue via online learning delivery without impacting 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 we believe could have a material effect on your learning outcomes, we shall consult with you in relation to any proposed significant changes to your programme and the options available (see "Changes to your Programme" below).

COVID-19 and your health and safety

9. 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 COVID-19 Secure Policy (https://www.surrey.ac.uk/sites/default/files/2021-11/covid-19-secure-policy.pdf) 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.

10. 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

11. 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 right to cancel

- 12. Once the University has made you an offer of a place on a programme, setting out any conditions associated with the offer, and you or your appointed representative have accepted it, you have entered into a legally binding agreement with us. You have the right to withdraw from this agreement and cancel your acceptance of an offer without giving any reason within 14 days of the date you accepted. If you want to withdraw you must notify us within 14 days of the date that you accepted the offer ("Cooling-Off Period")¹:
 - For applicants applying to the University through UCAS, this means 14 days from the date when you / your appointed representative accepted the offer as your firm or insurance choice in UCAS Track.
 - For other applicants applying directly to the University, this means 14 days from the date when you / your appointed representative accepted your offer in Surrey Self-Service.
- 13. You must let us know of your decision to cancel the acceptance of your offer. You can do this in Surrey Self-Service or by emailing admissions@surrey.ac.uk. You may

¹ Please note that you will have a similar right to cancel the contract you enter into at registration. See the terms of that contract for details.

- use the model cancellation form (found at the end of this contract) but it is not obligatory.
- 14. 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

- 15. If you pay a deposit to firmly accept your offer within the Cooling-Off Period, and subsequently decide to cancel your acceptance within the Cooling-Off Period, you will receive a full refund via the original payment method. The timeframe for the refund will vary depending on the method of payment originally used but will be made without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 16. If you are requesting a refund of a deposit paid in the Cooling-Off Period, please email admissions@surrey.ac.uk with your completed refund form which can be found in Section 9 of the Postgraduate Taught Admissions Policy.

Our right to withdraw your offer

- 17. The University reserves the right to withdraw an offer of a place in the following circumstances:
 - You do not meet the academic conditions of your offer;
 - You do not meet other non-academic conditions required for entry to your specific programme(s). For some programmes applicants are required to undertake Disclosure and Barring Service (DBS) and/or Occupational Health checks. All such additional non-academic requirements are set out on the individual programme webpages;
 - Oue to relevant spent and/or unspent criminal convictions, you are assessed as not being suitable at the present time to be admitted as a member of the University community, or are subject to restrictions which would prevent you from participating in or completing your chosen programme of study, or would restrict you from engaging in University life. You are therefore required to disclose such spent and/or unspent relevant convictions to us on accepting our offer, so that these can be considered. Please see the Criminal Convictions Policy for further details;
 - After applying to us, if you fail to comply with the University's Charter, Statutes, Ordinances, Policies and Regulations and/or you behave in a way that, in the reasonable view of the University, might bring the University into disrepute, or is incompatible with the behaviours expected of our University community, particularly those referred to in our <u>Dignity at Work and Study</u> <u>Policy</u>. By way of example, this might include behaviour: while visiting the University, or attending a University event, in correspondence with us, towards current or prospective students and/or on social media;

- You fail to provide information requested of you, or provide incorrect or fraudulent information;
- Where all available places on a programme have been filled and either the conditions of the offer have not been met by the deadline, or the deposit has not been paid by the deposit deadline;
- You are refused ATAS clearance;
- You are not eligible to obtain a visa to study in the UK or such visa is cancelled or withdrawn;
- You fail to register by the latest registration date (typically within 2 weeks of the start of an undergraduate or postgraduate taught programme, or within 1 month of a postgraduate research programme).

Declaration of criminal convictions

- 18. Having a Relevant Criminal Conviction (as defined in the <u>Criminal Convictions Policy</u>) will not usually prevent you from gaining admission to the University, and save for Regulated Courses you will not be asked to declare any unspent Relevant Criminal Conviction until you have accepted an offer from us. 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.
- 19. On firm acceptance of an offer (firm acceptance at UCAS, or payment of a deposit / providing satisfactory evidence of sponsorship), all applicants will be asked to declare any unspent Relevant Criminal Convictions. Applicants to Regulated Courses (as defined in the Criminal Convictions Policy), may have been asked to declare any spent and unspent Relevant Criminal Convictions as part of their UCAS or University online application. Even if you have already declared any spent and unspent Relevant Criminal Convictions on your application, all applicants to Regulated Courses will be required to declare this information on firm acceptance of an offer.
- 20. As part of the Online Registration process prior to enrolment, all applicants will be asked again to declare if they have any Relevant Criminal Convictions. You must notify the University of anything that has changed since the declaration made to the University following firm acceptance of the offer.
- 21. A failure to disclose any Relevant Criminal Convictions is taken seriously and could result in: the withdrawal of your offer; or the termination of any subsequent registration in accordance with the Student Disciplinary Regulations or Regulations for Fitness to Practise.
- 22. 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.

23. Please see our criminal conviction webpage for full details.

Changes to your Programme

- 24. As a result of the COVID-19 pandemic, the teaching for students for the academic year 2021/22 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 (including at the University of Surrey, Guildford), and online learning delivered through platforms provided by the University where face-to-face delivery is not possible.
- 25. Subject to prevailing conditions at the time and overriding government guidance as to travel abroad, placements or study abroad will take place as advised by the University's placements team and the International Engagement Office, however, it may be necessary to vary the timings of these placements in your programme in light of COVID-19 (see paragraphs below). The University will keep Hybrid Education under review.
- 26. The <u>Student Protection Plan</u> sets out the measures we have in place to protect students if a risk to the continuation of studies should arise. This covers various types of events or changes, in addition to the pandemic, which might cause a risk to the continuation of your studies.

27. 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 (a) face-to-face sessions for elements of your course which can be delivered safely, taking into account government guidelines and legal requirements; and (b) online course delivery where face-to-face delivery is not possible based on those guidelines and requirements.

Face-to-face – We intend to deliver tutorials, seminars, workshops, lab-based, studio-based, simulation-based sessions and the majority of lectures face-to-face subject to venue capacity restrictions as set by the University from time to time in light of COVID guidance. These sessions will be delivered in accordance with legal requirements, and in a manner designed in light of government guidance to keep the University and wider community safe. You will be expected to attend these face-to-face sessions at your designated time.

Online - If it is not possible or ceases to be possible or practical to deliver any teaching by way of face-to-face sessions (e.g. because of COVID-19 restrictions or associated capacity restrictions), the Hybrid Education model has been designed by the University so that teaching sessions can either be delivered via an alternative online format on a virtual learning environment or be rescheduled for delivery at a later point, usually within the academic year.

The application of Hybrid Education and the need to implement more online learning sessions will be subject to regular review by the University throughout the academic year considering government guidance and legislation. Further information on any such changes will be provided by email as and when it may arise.

Virtual learning environment - Hybrid education utilises our virtual learning environment that provides support materials for learning, encourages student engagement through guided learning, and delivers the assessment details with necessary support.

Assessments - In 2021/22 the majority of assessments in Hybrid Education are administered online using the virtual online environment.

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 on the course pages on www.surrey.ac.uk/study

You should note that "Hybrid Education" is the model for the academic year 2021/2022. This will be subject to review and clarification for the academic year 2022/2023 and may well change. Such changes will be notified nearer to the start of that academic year and you should check surrey.ac.uk/coronavirus for the most up-to-date information.

28. The University will aim to deliver your programme so that it closely matches the way in which it has been described to you by the University in print, online, and/or in person, especially at the point at which you accept your offer. However, it is

important to realise that in some circumstances we may change aspects of your programme.

- 29. 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 (please also see COVID-19 section above). 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 assessment processes;
 - 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.
- 30. 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. For Postgraduate
 Research students, in the event the principal supervisor or co-supervisor
 named in the offer leaves the University, we will make all reasonable efforts
 to find a suitable replacement. If it is not possible to source a replacement we
 will endeavour to support students to seek an alternative opportunity
 elsewhere;
 - 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.
- 31. Subject to changes necessary in response to COVID-19 (see COVID-19 section above), 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 the programme:

- o programme name change;
- o new awards or change of existing award (e.g. BA to BSc);
- addition of new pathway(s);
- change to mode of study;
- 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);
- o introduction of a new core or compulsory module;
- o change to a module classification from optional to core or compulsory;
- o 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);
- o 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
- o moving placements to another point of time in the programme.
- 32. 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 no-one to carry on the delivery of a module's content;
 - a professional, statutory or regulatory body requirement that must be implemented with immediate effect;
 - 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
 - where a programme is in breach of the University's regulations.
- 33. Where we have made an offer for an advertised programme, we will only suspend or withdraw that 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 programme, we will inform you or your appointed representative 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. The Student Protection Plan sets out the measures we have in place to protect students if a risk to the continuation of studies should arise.

- 34. We will contact you or your appointed representative using the email address you provided on your application and explain the options open to you if you have any queries or concerns about the changes.
- 35. For up to date programme information see:

surrey.ac.uk/undergraduate

surrey.ac.uk/postgraduate

surrey.ac.uk/postgraduate/research

Your modules

- 36. Information on modules can be found on the accessing the Module Catalogue, including information on how Hybrid Education will be implemented as part of these modules.
- 37. 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.

Application fees

- 38. No application fee is required by the University but there is an audition fee for some undergraduate and postgraduate taught programmes offered by our Guildford School of Acting. Where an audition fee payment is required, details can be found on the individual programme web pages.
- 39. To study at the University, international students require a Student visa. You can find more details about the costs of applying for visas here: Apply for a visa | University of Surrey.

Deposits

- 40. If you are firmly accepting a postgraduate offer of admission, you are required to pay a <u>deposit</u> of £2,000 towards your tuition fees. If the total fee for the year is less than £4,000, you are required to pay at least 50%.
- 41. If your fees will be paid by a sponsor, you will be required to provide us with valid sponsorship information that covers the period of your study in order to firmly accept your offer.
- 42. If you have applied to study for a pre-sessional programme you are required to pay a deposit of 10% of the pre-sessional tuition fee to firmly accept your place. The full fee is due at least 4 weeks prior to the start of the programme.

Tuition fees

- 43. Your offer letter details the applicable tuition fees due for your first year of study. Any discounts or fee waivers may not show at the point of offer as these may depend on you meeting specific conditions.
- 44. Our <u>tuition fees</u> are reviewed and approved annually by the University of Surrey Executive Board. 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. If you need to repeat any module with attendance during the course of your study, you will be charged a per-module fee.
- 45. Fees for Home students on undergraduate programmes: The University will apply annual regulated increases in the fee rates as set by the Government each year, in order to maintain the same value in real terms.
- 46. EU students joining a programme in England from Autumn 2021 will pay the home fee rate providing they meet the new regulations and are protected in the Withdrawal Agreement following Brexit. For further information, please see: <u>UKCISA</u> international student advice and guidance.
- 47. Fees for International students on undergraduate programmes and for all postgraduate taught programmes: Annual fees will increase by four per cent (4%) for each subsequent year of study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.
- 48. Fees for International students on undergraduate programmes with an integrated foundation year: The programme fee for year 0 will match the lowest year 1 overseas fee rate from across the substantive programmes for that year of entry. Students subsequently progressing into year 1 will be liable for the same fee as overseas students joining at year 1 for the same programme in that year. Annual fees after year 1 will increase by four per cent (4%) for each subsequent year of

- study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.
- 49. Fees for postgraduate research (PGR) students: In the first year of study, PGR students pay a proportionate fee depending on entry point. As a September/January/April/July starter, the fee is 100%/75%/50%/25% (respectively) of the full academic year fee. The University charges the Research Councils UK (RCUK) maximum studentship fee to full-time postgraduate UK and EU research students. Annual fees for international students will increase by four per cent (4%) for each subsequent year of study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.
- 50. Some postgraduate research degree programmes charge a Research Support Fee (also known as a "bench fee") in addition to the tuition fee. The Research Support Fee is charged to cover additional costs incurred by the academic department to support your research, such as consumables, materials, additional specialist training and trips. These costs are not covered by the tuition fee. The Research Support Fee is calculated on a case-by-case basis depending on the nature of the research project and is independent from your tuition fee obligations. Any Research Support Fee applicable is detailed in your offer letter. Students or sponsors should contact the academic supervisor directly for information on the specific breakdown of what their Research Support Fee covers.
- 51. 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 determined 12 to 18 months in advance, or once Government policy is determined.

Fee payment

- 52. If your fees will be paid by a sponsor, you must/will be required to provide us with valid sponsorship information that covers the period of your study.
- 53. Students in receipt of an undergraduate tuition fee loan will have their fees paid by the Student Loans Company in line with their schedule.
- 54. International students and 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 2 instalments as follows: 50% payable 10 days after the invoice date (expected to be early October of each academic year), and 50% in January of the same academic year. The exact date(s) will be detailed on the invoices.
- 55. Postgraduate 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.

- 56. For postgraduate 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.
- 57. Any non- or late payment of fees will be dealt with in accordance with our <u>Student</u> <u>Fee and Debt Management Policy</u>.
- 58. Policies relating to the payment of tuition fees and tuition fee deposits are set out in our <u>Student Fee and Debt Management policy</u> and our <u>Tuition Fee Policy</u>.
- 59. We encourage all applicants and students to print a copy of the tuition fee regulations for their records.

Fee liability

- 60. As you may be aware, all students attending university in the United Kingdom are assessed as either 'home' or 'overseas' for the purposes of tuition fee liability. There is a considerable difference between the 'home' and 'overseas' fee levels, so it is very important that we get every assessment right. In most cases, we can classify a student on the basis of information contained on their application. However, when this is not possible, we ask the applicant to provide us more information to assess their fee status quickly and accurately.
- 61. We determine the level of tuition fees that you will be charged for attending a programme at the University in accordance with applicable UK legislation and other applicable rules and regulations (including the Withdrawal Agreement following Brexit) and in line with the guidelines provided by the UK Council for International Student Affairs (UKCISA, ukcisa.org.uk).
- 62. Your fee status will be assessed before the start of your studies and will normally apply for the duration of your programme even where your circumstances subsequently change. The circumstances in which fee status may change during your programme are described in UKCISA guidelines. Please note: we reserve the right to re-assess and amend your fee status if we receive information after your initial fee status assessment that was not provided at the time the assessment was made or information you previously provided which was relevant to your fee status assessment was inaccurate.

Additional costs

63. Tuition fees cover the cost of teaching provision. Throughout the duration of your studies it is likely that you will incur <u>additional costs</u> 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.

- 64. You will also need to cover the cost of your general living expenses, such as the cost of your accommodation, food, travel, etc. Our Student Money and Housing Advisors can offer you advice on planning a budget and managing your money.
- 65. Our Hybrid Education model relies on accessing online materials, and as such 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.

Student visas

- 66. If you are an international student (i.e. you hold a passport from outside of the UK/EEA) you will need a valid Confirmation of Acceptance to Study (CAS) number in order to make a Student visa route application. The CAS is a virtual document that confirms that the University is willing to act as your educational sponsor.
- 67. Although the University makes every effort to ensure that offers are issued to applicants who we expect to be eligible for a Student visa, an offer of admission is not a guarantee that the University will issue a CAS.
- 68. If you hold a Student Visa, you understand that this means that the University of Surrey is your 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 your attendance to the Home Office. For more information, please read the University's Institutional Policy on students who are subject to Immigration Control. This includes important information about eligibility for the UK government's Graduate Route.
- 69. CASs will be issued in accordance with the <u>Student Visa Sponsorship and CAS Issuing</u> <u>Policy</u> for Applicants. Key points from this policy are:
 - The University is under no legal obligation to sponsor any individual and exercises caution with respect to issuing a CAS so as not to risk its status as a Student visa sponsor;
 - The University will make appropriate checks to ensure any applicant or student already in the UK has valid permission to be in the country prior to issuing a CAS. This may include an Immigration History Check conducted through the University's UKVI Licence Manager. If it is found an applicant or student does not have valid leave to be in the UK, the University will not issue a CAS. The University may request evidence from individuals to ensure they are no longer in the UK;
 - The University may make any additional checks it deems necessary to ensure
 it only sponsors genuine applicants who will successfully obtain a visa. These
 checks may include, but are not limited to, conducting an Immigration
 History Check via the Home Office, reviewing bank statements and financial
 documents or requesting previous CASs from former institutions;

- The University will consider academic progression in all cases, irrelevant of where the Student visa application is being made and will detail this on the CAS:
- The University will not normally issue a CAS to an applicant who has failed to successfully complete a programme of study in the UK;
- Due to Home Office and UK Government regulations, it may not be possible for a student who requires a visa to change their course or length of study 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 Student Visa, please
 discuss these with International Student Support
 (internationalsupport@surrey.ac.uk);
- The University will only consider assigning one additional CAS following a visa refusal and only if the applicant can provide evidence to show there is minimal or no chance of their visa being refused;
- In the event that we withdraw your offer (see possible reasons above), we will in most situations withdraw your CAS. Dependent on the stage of your visa application, we may be obliged to advise the UKVI of the reason why we have withdrawn your CAS;
- The issue of a CAS by the University does not necessarily mean that an applicant's application for a Student Visa will be successful. The University shall not be liable if any Student visa applications are refused by UKVI.
- 70. Due to COVID-19, the Home Office have confirmed that up to 6 April 2022 only, students sponsored for Student Visas 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 will allow for a limited delayed arrival for students with exceptional circumstances related to COVID-19 travel restrictions, Students needing to take advantage of this must apply to the scheme.
- 71. For further information on applying for a Student Visa route please go to https://www.gov.uk/student-visa
- 72. If you require assistance from the University, support is available from our International Student Support team. Students should seek their own independent legal advice if required.

Changes as a result of the UK exiting the EU

73. 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, national immigration and fee rules have changed.

74. Students from the EU, EEA and Switzerland who were ordinarily resident in the UK before 31st December 2020 may apply for status under the EU Settlement Scheme if they are eligible, otherwise they are required to obtain a valid immigration status as per the UK Immigration Rules.

It is possible that fee rules relevant to EU students studying in the UK may change and that these changes could come into force during the course of your programme

75. 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. Further detail can be found in the Student Protection Plan

Intellectual property

- 76. The University has a Protocol on Student IP 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>.
- 77. 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.
- 78. For Postgraduate Students: 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.
- 79. 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 University's IP Code.

Accommodation

- 80. If you apply for a place in University accommodation, that contract will be separate to your contract with us as a student. There may be some areas of crossover, 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.
- 81. You should also note that if you have any relevant unspent criminal convictions, you may be assessed as not being suitable at the present time to live in University accommodation. As noted above, you are required to disclose spent and/or unspent relevant convictions to us in order to accept our offer, so that appropriate consideration can be given to those convictions. Consideration will also be given to such unspent convictions in the event that you apply for University owned or managed accommodation, in order for appropriate consideration to be given about your application for that accommodation. Please see the Criminal Convictions Policy for further details.
- 82. For information as to how the COVID-19 pandemic or other events may affect your accommodation contract, you should refer to your accommodation licence and the Residents' handbook.

Complaints process for applicants

83. If you have any complaints regarding the admissions process, you should make reference to the University's <u>Admissions Complaints Procedure</u>.

Complaints process for students

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

Data protection

- 85. The University holds and processes personal data and sensitive personal data or special categories of data about its current, past or prospective, applicants, students, alumni and others who are defined as data subjects under applicable data protection laws. This is done in accordance with the applicable data protection laws. The applicable data protection laws currently include the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
- 86. Detailed information relating to how the University handles the personal data of applicants, students and alumni can be found on our <u>information management</u> webpages.

87. Admissions policies

Undergraduate Admissions Policy
Postgraduate Admissions Policy
Research Admissions Policy
Admissions Complaints Policy

IT acceptable use policy and guidelines

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

Events outside our control

- 89. The University shall not be in breach of this contract nor liable for any delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from events, circumstances or causes beyond our 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.
- 90. 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.

Governing law and jurisdiction

91. 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 Contract or its subject matter or formation (including non-contractual disputes or claims).

Cancellation Form

You do not need to complete a form to withdraw from this contract, however if you wish to do so, you can use the form below. You may alternatively decline your place via UCAS, or Surrey Self-Service, or by emailing admissions@surrey.ac.uk to inform us.

(<u>Complete and return this form only if you wish to withdraw from the contract</u> – please email completed forms to admissions@surrey.ac.uk or post to the address below).
To: Admissions, 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 accepted offer of place on course:
Name:
University reference number (URN):
Your Address:
Signature
Date