

## Terms and Conditions for Surrey Online Learning with effect from September 2024

### 1. Information about these terms

- 1.1 These terms and conditions tell you who we, the University of Surrey (referred to below as “**the University**”, “**we**”, “**us**”, and/or “**our**”) 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 [Charter](#), [Statutes](#), [Ordinances](#), [Regulations](#), [Codes of Practice](#), and [Policies](#) of the University as may be updated from time to time.
- 1.2 By accepting an offer of a place to study at the University, you enter into a legally binding contract with the University which will be subject to these terms and conditions.
- 1.3 It is important you review your terms and conditions carefully, and [contact Surrey Support \(support.surrey.ac.uk\)](mailto:support@surrey.ac.uk) if you require any further advice or guidance.
- 1.4 These terms and conditions together with the documents referenced herein, your offer letter and the terms and conditions of offer, together form your contract with the University (referred to below as the “**Contract**”).

### 2. Information about us

The University is incorporated by Royal Charter. We are a higher education institution and are regulated by the Office for Students. 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](#).

### 3. Your programme

- 3.1 You are registering on the programme as detailed in your offer letter and at <https://online.surrey.ac.uk/masters/> Your registration date and expected end date for your programme will be detailed in your offer letter.
- 3.2 Your programme is delivered by the University in conjunction with edX LLC, a Delaware limited liability company and 2U Group (UK) Limited (collectively, “**edX**”). The University has ultimate responsibility for the overall delivery of the programme and is responsible for delivering all teaching services. edX is responsible for providing the online platform through which the University will deliver teaching services to you and for providing certain digital materials that may be used as part of your programme.
- 3.3 Your programme is an online programme, and the teaching of your whole programme will be exclusively online.
- 3.4 edX is your main point of contact for day-to-day technical support needs and can be contacted at [\[studentsuccess@online.surrey.ac.uk\]](mailto:studentsuccess@online.surrey.ac.uk). edX will escalate to the University any technical issues that it cannot resolve, academic issues and/or other issues it considers requires the University’s attention.

#### 4. **Your Obligations**

- 4.1 You must meet the terms of your offer letter and satisfy all necessary legal and other requirements, as set out in this Clause 4, to secure your place on, and register onto, your programme.
- 4.2 Your offer will be conditional or unconditional. If your offer is conditional, we will set out the conditions in your offer which you will need to fulfil in order to be admitted onto your programme. If you have not fulfilled the conditions of your offer before the date notified to you in your offer letter or any other date notified to you, we reserve the right to withdraw your offer.
- 4.3 It is important that you provide accurate information in your application to study at the University. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your offer.
- 4.4 We may withdraw your offer, refuse to register you or withdraw you from your programme for any failure to comply with the terms of any requirements of these terms and conditions or within your offer letter.
- 4.5 In order for you to be registered as a student, you must comply with the following:
  - 4.5.1 meet any conditions relating to academic qualifications set out in your offer letter;
  - 4.5.2 register by the date set out in your offer letter; and
  - 4.5.3 by no later than the last date for registration as set out in your offer letter, pay 50% of the total annual tuition fee and any applicable sales tax ("**Tuition Fee**") payable for Year 1 of your programme (as set out in your offer letter).
- 4.6 You agree to:-
  - 4.6.1 comply with these terms and conditions and the terms of the Contract;
  - 4.6.2 comply with the University Charter, Statutes, Ordinances, Quality Framework (which includes Academic and Student Regulations and Procedures and Codes of practice), and Policies 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; and
  - 4.6.3 fulfil the academic requirements of your programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

#### 5. **Registration**

- 5.1 At the beginning of each academic year (including year 1), you must register with the University to confirm your place on the programme.

- 5.2 You must complete online registration within the deadlines set out in your offer letter. **If you fail to register within this time frame, we reserve the right to refuse your registration and terminate the Contract.**
- 5.3 You will be provided with copies of the following documents at online registration:-
- 5.3.1 these terms and conditions;
  - 5.3.2 the prevailing version of the [University's](#) Privacy Notice and to consent to any specific data sharing with third parties;
  - 5.3.3 the prevailing version of the University's Intellectual Property Code;
  - 5.3.4 your associate membership of the University of Surrey's Student Union; and
  - 5.3.5 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 Academic and Student Regulations and Procedures will be published at the start of the academic year on the [University's Quality Framework website](#).

## 6. Changes to your programme

- 6.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your programme as set out in the Contract. However, circumstances may arise where we are required to make changes to your programme. Examples of "changes" include changes to the content or structure of your programme, to the method of teaching or assessment, or to the type of award. Examples of where changes may be made or required include (without limitation):
- 6.1.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods. 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.
  - 6.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements or changes to laws/regulations;
  - 6.1.3 circumstances outside of the University's reasonable control may also arise from time to time which may make it necessary for the University to vary the content of the programme or modules or services as described in the your offer letter and at <https://online.surrey.ac.uk/masters/> . Please see Clause 14 (Events outside our reasonable control) for further details.
- 6.2 Our programmes are delivered within an enthusiastic, academic community, by staff who are actively engaged in research. We also value student feedback and provide regular opportunities for our students to comment on the content of their programme. In this context, we may make

minor changes to the curriculum in response to feedback from, and in consultation with, current students so that our students can learn from the latest academic research.

- 6.3 The University is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave the University, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

## **7. Closure of your programme**

- 7.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your programme in accordance with the Contract. However, circumstances may arise where we are required to close your programme. Examples of where programme closure may be made or required are (without limitation):

7.1.1 where changes to regulatory or government requirements mean that the continued running of the programme is not legally possible or becomes financially unviable;

7.1.2 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of University staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;

7.1.3 there are an insufficient number of students enrolled on the programme meaning the continued running of the programme is financially unviable; or

7.1.4 due to the occurrence of an event outside our reasonable control as described in Clause 14 (Events outside our reasonable control).

## **8. Consequences of changes to or closure of your programme**

### **Pre enrolment programme changes**

- 8.1 If we have to change your programme before you have completed the online registration process, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your programme (as against the commitments made in your offer and at <https://online.surrey.ac.uk/masters/> and as reasonably determined by us) before you enrol at the University, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended programme, you may either:

8.1.1 terminate the Contract and/or withdraw your application for the programme without any liability to us for Tuition Fees and with the University issuing you with a full refund of any and all Tuition Fees you have paid; or

8.1.2 transfer to another programme (if any) as may be offered by us for which you are qualified. Where you transfer to another programme offered by us which has a higher tuition fee rate to the programme you accepted your offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the programme you initially accepted your offer for.

## **Post enrolment programme changes or closure**

- 8.2 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. Where changes or course closure are proposed or have to be made for the reasons outlined at Clauses 5 or 7 above, we will inform you at the earliest opportunity and take all reasonable steps to minimise disruption to students. Such steps may include, where your programme is closed and we are unable to complete delivery of your programme, using all reasonable efforts to, with your consent, transfer you to a new programme for which you are qualified: (i) at the University; or (ii) at an alternative higher education provider in the UK.
- 8.3 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the online learning platform.
- 8.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will, where it is possible and appropriate to do so, consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 8.5 If we make substantial changes to your programme (as against the commitments made in your offer and at <https://online.surrey.ac.uk/masters/> and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue study on your programme, you must notify us of this in writing, following which we may offer you a suitable alternative programme for which you are qualified (at no additional cost to you).
- 8.6 If you are unhappy with the alternative programme we offer you or we are unable to offer you a suitable alternative programme, you may end your Contract by giving Surrey Support at least two weeks' notice by contacting Surrey Support ([support.surrey.ac.uk](mailto:support.surrey.ac.uk)) or otherwise in writing. The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of any Tuition Fees you have paid and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due.
- 8.7 You should consider your options carefully before terminating your Contract in such circumstances. You may, for example, want to contact other institutions about whether you might be able to complete your programme with them.

## **9. Fees**

- 9.1 It is your responsibility to make arrangements to pay your Tuition Fees in accordance with the payment terms and conditions set out in your offer letter, the [SOL Student Debt Policy](#), and these terms and conditions.
- 9.2 The amount of your Tuition Fees (including any applicable sales tax) is set out in your offer letter.
- 9.3 The Tuition Fee may be paid in full or in instalments. Details of the applicable payment dates (including instalment dates) will be set out in your offer letter.

9.4 We may increase the Tuition Fee (excluding any applicable sales tax) on an annual basis in line with the Retail Price Index (RPI). Where this is necessary, you will receive not less than eight weeks advance notice. Any increase will be subject to a 4% cap.

## 10. **Sanctions for non-payment or late payment of your Tuition Fees**

10.1 If you do not pay your Tuition Fees (or any instalment thereof) in accordance with the payment terms set out in the Contract, you may be subject to one or more of the following sanctions:

10.1.1 you may be prohibited from accessing online programme content;

10.1.2 you may be prohibited from sitting examinations/submitting coursework;

10.1.3 your access to student records may be removed;

10.1.4 you may be suspended;

10.1.5 you may not be allowed to register;

10.1.6 you may not be allowed to graduate;

10.1.7 your results may be withheld;

10.1.8 we may not issue your degree certificate; and/or

10.1.9 you may also cease to be an associate member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

10.2 Any non or late payment of fees will be dealt with in accordance with the [SOL Student Debt Policy](#) and the Contract may be terminated pursuant to Clause 13.1.2.

10.3 The [SOL Student Debt Policy](#) includes information about what fees are charged if you choose to withdraw from your programme.

## 11. **Additional Costs**

11.1 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. Any additional costs will be detailed in your offer letter. [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.

11.2 Our 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.

## 12. Your cancellation rights

### Your right to cancel

- 12.1 You have the right to withdraw from the programme and the Contract within 14 days from the date you accept your offer without giving any reason (“**Cooling-Off Period**”).
- 12.2 If you want to withdraw from the programme and this Contract you must notify us in writing by post or by email to Surrey Support (support.surrey.ac.uk) within the Cooling-Off Period. You may use the model cancellation form found at the end of this Contract, but you do not have to.
- 12.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cooling-Off Period has expired. We do not have to have received it before the expiry of the Cooling-Off Period.

### Effects of cancellation within the Cooling-Off Period

- 12.4 If you cancel this Contract within the Cooling-Off Period, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this Contract and withdraw from the programme.
- 12.5 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

- 12.6 If at any point you wish to change your programme, or withdraw permanently or temporarily after the Cooling-Off Period, please ensure you speak with Surrey Support (support.surrey.ac.uk)
- 12.7 Fees may still be payable for all or part of the academic year as detailed in Section 2.5.1 of the [SOL Student Debt Policy](#).
- 12.8 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 Clause **Error! Reference source not found.** (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 University [Charter](#), [Statutes](#), [Ordinances](#), [Quality Framework](#) (which includes [Academic and Student Regulations and Procedures](#) and [Codes of practice](#)), 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.

## 13. Our cancellation rights

- 13.1 We may cancel the Contract or suspend you from participation on your programme at any time with immediate effect by giving you written notice:-
- 13.1.1 you have failed to meet the conditions of your offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your

programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

- 13.1.2 you do not pay your Tuition Fees or additional costs in accordance with the deadlines for late payment detailed in section 3.1.2 of the [SOL Student Debt Policy](#);
  - 13.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your programme to you;
  - 13.1.4 a Force Majeure Event prevents us from providing your programme for longer than one term or 16 weeks (whichever is shorter);
  - 13.1.5 you have failed to meet the requirements of your programme or fail to make sufficient academic progress, as set out in the Academic Regulations or our Policies (including, without limitation, in respect of your attendance or academic results);
  - 13.1.6 you are found guilty of a serious breach of the Academic Regulations and/or our Policies at a disciplinary hearing; or
  - 13.1.7 you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.
- 13.2 If we cancel the Contract in accordance with Clause 13.1, you may be charged pro rata Tuition Fees up to the date of termination. We will invoice you for any outstanding Tuition Fees which will be payable within 14 days of the date of invoice and no refunds of Tuition Fees will be made.
- 13.3 If you are suspended from participation on your programme, you may be excluded from attending lectures, classes or seminars, accessing online materials, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the University at our reasonable discretion.
- 13.4 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, access online materials, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

#### 14. **Events outside our reasonable control**

- 14.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your programme in accordance with the Contract. However, despite taking all reasonable steps to prevent them occurring and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your programme as described.
- 14.2 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. Such events, circumstances or causes outside of the University's control may include: extreme weather conditions; a natural disaster (including flood); collapse of buildings, fire, explosion or accident; a terrorist incident; a major accident at our property; civil unrest (including riots); industrial action; a change in applicable laws; pandemic and epidemic (excluding Covid-19); any law imposed by or any action



or direction taken or recommended by a Government or public authority (including such measures resulting in periods of lockdown or other restrictions due to a pandemic (excluding 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; and/or failure of provision of utilities (a “**Force Majeure Event**”).

- 14.3 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, including taking such actions as detailed in our [Student Protection Plan](#).
- 14.4 If a Force Majeure Event results in the complete inability to deliver your programme for a continued period of 6 weeks or more, then you will be entitled to:
- 14.4.1 defer your programme, if you have not yet enrolled on to your programme;
  - 14.4.2 interrupt your studies (in accordance with the [Interruption of Study Policy](#)), if you are currently enrolled on your programme; or
  - 14.4.3 terminate your Contract with immediate effect by contacting [Surrey Support](#) ([support.surrey.ac.uk](mailto:support.surrey.ac.uk)) [studentsuccess@online.surrey.ac.uk](mailto:studentsuccess@online.surrey.ac.uk) or in writing.
- 14.5 Should you terminate your Contract pursuant to Clause 14.4.3, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of any Tuition Fees you have paid and/or compensation depending on the circumstances.. We will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due.
- 14.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative programme at the University or an alternative higher education institution. You may wish to contact Surrey Support ([support.surrey.ac.uk](mailto:support.surrey.ac.uk))

## 15. **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 Support](#).

## 16. **Data privacy**

- 16.1 By completing registration, you confirm that you have read and understand how data is handled as established in the University's Student [Privacy Notice](#) and [wider service specific privacy notices](#) (including but not limited to the privacy notices in relation to HESA, IT Services, SurreyLearn and Student Support Services) and in line with data protection legislation including the UK General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018.
- 16.2 As explained within the Student [Privacy Notice](#), some information will be shared with the [University of Surrey Students Union](#) (the “**Student’s Union**”) for the purposes of membership and to be used for the purposes set out in the [Students’ Union’s Privacy Notice](#). You may contact them to indicate that you do not wish to be a member of the Students Union ([ussu.information@surrey.ac.uk](mailto:ussu.information@surrey.ac.uk)).

- 16.3 On graduation, some data will be shared with our [Alumni office](#) who may contact you once you have left the University. The Alumni office will handle your information in accordance with the [Alumni Privacy Notice](#). 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.
- 16.4 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.

## 17. **Membership of the Students' Union**

Upon registering as a student of the University, you will also become an associate member of 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 [ussu.information@surrey.ac.uk](mailto:ussu.information@surrey.ac.uk) and the Students' Union will contact you via post instead. Regardless of your consent settings, you will also receive information via email or the website if a Students' Union general meeting is called.

For more information, visit the [Students' Union website](#).

## 18. **Intellectual Property ("IP")**

- 18.1 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 [University's website](#).
- 18.2 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](#).

## 19. **Complaints Process**

### 19.1 **Complaints process for applicants**

If you have any complaints regarding the admissions process, including any technical issues that you cannot resolve with edX at [studentsuccess@online.surrey.ac.uk](mailto:studentsuccess@online.surrey.ac.uk), you should make reference to the University's [Admissions Complaints Procedure](#).

### **Complaints process for students**

- 19.2 Once you have registered as a student of the University, if you have a complaint about us or any complaints that you cannot resolve with edX at [studentsuccess@online.surrey.ac.uk](mailto:studentsuccess@online.surrey.ac.uk), please refer to the University's [Procedure for complaints](#) as set out on our website.
- 19.3 Further information about the University's complaint handling process can be found on the website of the [Office of Student Complaints, Appeals, and Regulations \(OSCAR\)](#). If you have

followed the complaints procedure to completion and remain dissatisfied, you have the right to make a complaint to the [Office of the Independent Adjudicator \(OIA\)](#).

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

**21. IT Acceptable Use Policy and Guidelines**

Please take time to read the [IT Acceptable Use Policy and Guidelines](#) to ensure you are aware of safe, lawful, and equitable use of IT services at the University.

**Contact Details**

University of Surrey  
Guildford Surrey  
GU2 7XH 01483 686868  
[hive@surrey.ac.uk](mailto: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 [Surrey Support \(support.surrey.ac.uk\)](mailto:support@surrey.ac.uk) or post to the address below).

To Surrey Support , University of Surrey, Guildford, Surrey, GU2 7XH

I hereby give notice that I wish to withdraw from my programme/course and cancel my Contract with the University for the supply of the following programme/course:

Programme/course:

Date registered on course:

Name:

University number:

your Address:

Signature

Date