

# Terms and Conditions for Campus-Based Teaching – Academic Year 2025/2026

### Important information for continuing students

These are the terms and conditions which will apply to your student contract with the University of Surrey with effect from September 2025.

The University has made changes to its student terms and conditions for Academic Year 2025/2026 in order to ensure compliance with the latest consumer law and guidance, as well as to clarify your rights as a student of the University. These include a number of structural changes and substantial amendments made with the overall aim of ensuring fairness and transparency for students.

Please see the summary of key changes appended to the back of this document for further information.

#### 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 and 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 <u>contact our Admissions Team</u> 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 and Ordinances.

## 3. Your programme

- 3.1 You are registering on the programme as detailed in your offer letter. Your registration date and expected end date for your programme will be detailed in your offer letter.
- 3.2 Although the University is based in Guildford, our programmes may be delivered:-

- 3.2.1 on-campus through face to face teaching;
- 3.2.2 online using distance learning methods; or
- 3.2.3 using a blended approach of on-campus and online delivery.
- 3.3 The method of delivery for your programme will be stated in your offer letter. If the University is required to change the method of delivery of your programme during an academic year, this may constitute a change to your programme. Please see Clause 7 for further details.
- 3.4 All students who are enrolled on programmes that involve an element of online delivery 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.
- 3.5 If you undertake a placement with a third party as part of your programme, additional relevant terms and conditions (including details of your location of study during the placement) will be set out in your placement agreement.
- 3.6 If you are a student with whom we have agreed a bespoke collaborative agreement (for example, a postgraduate research student with whom we have agreed bespoke arrangements relating to funding), additional terms and conditions will be set out in your collaborative agreement.
- 3.7 Please note that these terms and conditions are not intended to apply to the following students:
  - 3.7.1 Students studying on a Surrey Online Learning (SOL) distance learning programme

     the Terms and Conditions for Surrey Online Learning will apply to your contract.
  - 3.7.2 Students studying at a partner institution of the University (for example, students who are studying abroad as part of their programme) the relevant partner institution's terms and conditions will apply to your contract with the partner institution while you are studying at their premises.

## 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 meet any non-academic conditions set out in your offer letter. 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;
  - 4.5.3 register by the date set out in your offer letter;
  - 4.5.4 provide such valid personal identification documentation as we may reasonably require when requested to do so;
  - 4.5.5 where you are required to pay a tuition fee deposit (as will be set out in your offer letter), pay your deposit by the deposit deadline set out in your offer letter;
  - 4.5.6 upon acceptance of our offer, disclose any relevant spent and/or unspent criminal convictions that may affect your suitability at the present time to be admitted as a member of the University community, impose restrictions which would prevent you from participating in or completing your chosen programme of study, or restrict you from engaging in University life. Please see the Criminal Convictions Procedure for further details;
  - 4.5.7 obtain valid Academic Technology Approval Scheme (ATAS) clearance where applicable;
  - 4.5.8 obtain a valid visa to study in the UK where applicable; and
  - 4.5.9 not be in breach of any other material requirement set out in the Contract.

#### 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 Registration timeframes

If you are a **new student** (registering at the start of year 1), you must complete online registration within the following timeframes:

- 5.2.1 For all undergraduate students and postgraduate taught students: within two calendar weeks of start of your first academic term.
- 5.2.2 For postgraduate research students: within 4 weeks of the start of your first academic term.

If you are a **new student and do not have British or Irish nationality**, you must also complete physical registration (in addition to online registration) in person when you arrive onto campus to confirm your enrolment. Both online and physical registration must be completed in accordance with the above timeframes.

**Continuing students** (registering in subsequent years of study) are required to complete online registration within two calendar weeks of the beginning of each academic year.

If you fail to register within these time frames, 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 membership of the University of Surrey's Student Union; and
  - 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.
- 5.4 Please note that you will be asked to provide valid ID as part of the registration process (either as part of online or physical registration). If you fail to provide valid ID, we reserve the right to refuse your registration and terminate the Contract.
- 6. **Declaration of criminal convictions**
- 6.1 Having been expelled from educational institution or having relevant Criminal Conviction (as defined in the <u>Procedure for Expulsions and Criminal Convictions</u>) will not usually prevent you from gaining admission to the University. In reaching decisions on those who have been expelled and 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.
- 6.2 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 if they have been expelled or have any unspent relevant criminal convictions. Applicants to Regulated Courses (as defined <a href="here">here</a>), 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.
- 6.3 As part of the online registration process prior to enrolment, all applicants will be asked again to declare if they have been expelled or 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 your offer.
- 6.4 A failure to disclose any expulsion or 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 <a href="Student Disciplinary Regulations">Student Disciplinary Regulations</a> or <a href="Fitness to Practise">Fitness to Practise</a>.
- 6.5 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.
- 6.6 Please see our expulsions and criminal conviction webpage for full details.

## 7. Changes to your programme

- 7.1 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):
  - 7.1.1 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.
  - 7.1.2 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;
  - 7.1.3 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. Please see Clause 16 (Events outside our reasonable control) for further details.
- 7.2 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.

7.3 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.

## 8. Closure of your programme

- 8.1 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):
  - 8.1.1 where changes to regulatory or government requirements mean that the continued running of the programme is not legally possible or becomes financially unviable;
  - 8.1.2 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;
  - 8.1.3 there are an insufficient number of students enrolled on the programme meaning the continued running of the programme is financially unviable; or
  - 8.1.4 due to the occurrence of an event outside our reasonable control as described in Clause 16 (Events outside our reasonable control).

## 9. Consequences of changes to or closure of your programme

# Pre enrolment programme changes

- 9.1 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 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 with to continue on the amended programme, you may either:
  - 9.1.1 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
  - 9.1.2 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

- 9.2 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 6.6 or 8 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.
- 9.3 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.
- 9.4 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".
- 9.5 If we make substantial changes to your programme (as against the commitments made in your offer 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).
  - 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 contacting Surrey Support Team(support.surrey.ac.uk) at least two weeks' notice 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.
- 9.6 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.

#### 10. **Fees**

# 10.1 Fee liability

As you may be aware, all students attending university in the United Kingdom are assessed as either 'home' or 'international' for the purposes of tuition fee liability. There is a considerable difference between the 'home' and 'international' 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 with more information to assess their fee status quickly and accurately.

- Tuition fee increases for undergraduate home students are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as home fee status students.
- 10.1.3 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 and in line with the guidelines provided by the UK Council for International Student Affairs (UKCISA, ukcisa.org.uk).
- 10.1.4 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 see <a href="here">here</a> for a link to the UKCISA's current guidelines.
- 10.1.5 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.

## 10.2 Application fees

No application fee is required by the University but there is a non-refundable audition fee for some performance courses offered by our Guildford School of Acting. Where an audition fee payment is required, details can be found on the individual programme web pages.

# 10.3 Deposits

- 10.3.1 Some applicants may be required to pay a tuition fee deposit by a deposit payment deadline. If this is relevant to you, details of the relevant amount and deposit payment deadline will be set out in your offer letter. Details of your deposit deadline can also be found in the Surrey Self-Service application summary.
- 10.3.2 If your tuition 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. After receipt of your sponsorship information, we will confirm whether a deposit is still payable.
- 10.3.3 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 by the deadline detailed in your offer letter. The full fee is due at least 4 weeks prior to the start of the programme.
- Failure to pay your deposit by the deposit deadline could result in your offer of a place being withdrawn.

# 10.4 Tuition fees

10.4.1 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.

- 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.
- 10.4.3 Many programmes last several years, and the University reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your programme, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew the University's facilities (for example, buildings, IT and library facilities) and inflation. Your tuition fees may/will (depending on your status) therefore increase as follows:
  - (a) Fees for home students on undergraduate programmes: The University reserves the right to increase your annual fees by up to ten percent (10%) for each subsequent year of study, subject at all times to your tuition fees not exceeding any tuition fee cap imposed by Government from time to time. Where tuition fee increases are applied, the University will aim to give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
  - (b) 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.
  - (c) Fees for International students on undergraduate programmes with an integrated foundation year: The programme fee for the foundation year (year 0) is detailed on the offer letter. 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.
  - (d) 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.

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.

(e) Fees for Professional Training Year: 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. For information about current PTY fee, please visit our website.

# 10.5 Fee payment

- 10.5.1 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 Student Fee and Debt Management Procedure, and these terms and conditions.
- The amount of your Tuition Fees (including any applicable sales tax) is set out in your offer letter.
- The Tuition Fee may be paid in full or in instalments. Details of the applicable payment dates (including instalment dates) are set out in our <u>Student Fee and Debt Management procedure</u> section 4.2.2
- 10.5.4 Any non- or late payment of fees will be dealt with in accordance with our <u>Student Fee and Debt Management Procedure</u>.
- 10.5.5 Policies relating to the payment of tuition fees and tuition fee deposits are set out in our <u>Student Fee and Debt Management procedure</u> and our <u>Tuition Fee Policy</u>. These policies include information about what fees are charged if you choose to withdraw from your course.
- 10.5.6 We encourage all applicants and students to print a copy of the tuition fee regulations for their records.

### 10.6 **Sponsored students**

- 10.6.1 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. Further information on what documentation will be required is available <a href="here">here</a>. Please note that students who are funded by their family are not regarded as 'sponsored' and are required to pay their tuition fees as self-funded students.
- The invoice for your Course fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due within 30 days of the invoice date.

- 10.6.2 If you are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to you in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your Offer.
  - 10.6.3 If your sponsor fails to pay any sum on your behalf by the due date, the University may no longer recognise them as a sponsor and you will then be invoiced for the outstanding sum(s) as a self-funded student.

### 10.7 Undergraduate students funded by Student Loans Company

- 10.7.1 Where we are informed directly by the Student Loans Company of approved undergraduate tuition fee loan funding, the Student Loans Company will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to you in December and payable by 31 January or 14 days from the date of the invoice (whichever is the latest).
- 10.7.2 It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.
- 10.7.3 Please note that if you receive postgraduate or doctoral loan funding directly from the Student Loans Company, you are responsible for making payments to us directly as a self-funded student under Clause 10.8.

#### 10.8 Self-funded students

- 10.8.1 International students and home 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.
- 10.8.2 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 and fees must be paid in full at the beginning of the academic session.

#### 10.9 Postgraduate students funded by postgraduate loan or studentship

- 10.9.1 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.
- 10.9.2 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.
- 10.9.3 **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 in Clause 10.5 above.

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

- 11.1 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:
  - 11.1.1 you may be prohibited from accessing online programme content;
  - 11.1.2 you may be prohibited from sitting examinations/submitting coursework;
  - 11.1.3 your access to student records may be removed;
  - 11.1.4 you may be suspended;
  - 11.1.5 you may not be allowed to register;
  - 11.1.6 you may not be allowed to graduate;
  - 11.1.7 your results may be withheld;
  - 11.1.8 we may not issue your degree certificate; and/or
  - 11.1.9 you may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.
- 11.2 Any non or late payment of fees will be dealt with in accordance with the <u>Student Fee and Debt</u>

  Management Procedure and the Contract may be terminated pursuant to Clause 15.1.8.
- 11.3 The <u>Student Fee and Debt Management Procedure</u> includes information about what fees are charged if you choose to withdraw from your programme.

### 12. Additional Costs

- 12.1 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. 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. Any bench fees will be detailed in your offer letter. Other specific additional costs relating to your degree can be found on the course webpages visit our <a href="Additional Costs website">Additional Costs website</a> for more information.
- 12.2 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.
- 12.3 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.

#### 13. Student visas

- 13.1 If you require a visa to study in the UK, 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.
- 13.2 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.
- 13.3 CASs will be issued in accordance with the <u>Confirmation of Acceptance of Study ('CAS') issuing procedure for applicants and students</u>. Key points from this policy are:
  - 13.3.1 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;
  - 13.3.3 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;
  - 13.3.4 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;
  - 13.3.5 The University will not normally issue a CAS to an applicant who has failed to successfully complete a programme of study in the UK;
  - 13.3.6 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;
  - 13.3.7 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;
  - 13.3.8 In the event that we withdraw your offer, 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; and
  - 13.3.9 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.

- At the end of a student's registration, the University will report successful completion to the Home Office as part of the eligibility criteria for the Graduate Route. The eligibility criteria for the Graduate Route is subject to change by the Home Office and is outside of the University's control. For the avoidance of doubt, the University has no authority to make exceptions to the eligibility requirements set by the Home Office and will only make a successful completion report where a student meets the prevailing criteria. The University cannot be held liable for any changes to programme end-date or enrolment status made in accordance with these terms and conditions and its Regulations, Codes of Practice, and Policies which may remove eligibility for the route. The University will continue to only support extensions to Student Visas where the reasons for doing so satisfy the criteria within the <a href="Student Sponsor Guidance">Student Sponsor Guidance</a> and cannot authorise extensions solely for the purpose of maintaining eligibility for the Graduate Route.
- 13.4 For further information on applying for a Student Visa route please go to <a href="https://www.gov.uk/student-visa">https://www.gov.uk/student-visa</a>.
- 13.5 If you require assistance from the University, support is available from our International Student Advice team. <u>Students should seek their own independent legal advice if required.</u>

### 14. Your cancellation rights

### Your right to cancel

- 14.1 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").
  - 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 Hub.
  - 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 or
    your applicant portal.
- 14.2 If you want to withdraw from the programme and this Contract you must notify us in writing within the Cooling-Off Period. You can do this via post, in Surrey Self-Service/ your applicant portal or by emailing <a href="mailto:admissions@surrey.ac.uk">admissions@surrey.ac.uk</a>. You may use the model cancellation form found at the end of these terms and conditions, but you do not have to.
- 14.3 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

14.4 If you cancel this Contract within the Cooling-Off Period, we will reimburse to you all payments received from you, including any Tuition Fee and applicable sales tax payment including any deposit 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.

14.5 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

- 14.6 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 the Surrey Support Team (support.surrey.ac.uk).
- 14.7 If your programme is due to begin within 14 days from the date you accept our offer for a place on your programme (for example, if you have applied through clearing) then, by accepting your offer, you are expressly agreeing that your programme should begin within the Cooling-Off Period. If you then decide to withdraw from your programme within the Cooling-Off Period, you may be liable to pay a proportion of your tuition fees and any applicable sales tax.
- 14.8 If You interrupt or withdraw from your programme during the Cooling-Off Period and have received teaching during the Cooling-Off Period, your fees will be revised based on the number of weeks you have attended your programme. We will act reasonably in determining the amount of any refund that may be due.
- 14.9 If you withdraw from your programme after the Cooling-Off Period has expired, we may not refund payments received from you and depending on when you cancel the Contract, fees may still be payable for all or part of the academic year. There are strict time limits on when you may cancel the Contract without fee liability after the Cooling-Off Period. Please see section 4.5 of the <a href="Student Fee and Debt Management Procedure">Student Fee and Debt Management Procedure</a>, which sets out the University's policy on fee liability following early withdrawal.
- 14.10 Where you withdraw from your programme and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.
- 14.11 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 in Clause 5.3 (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 and Ordinances, Quality Framework (which includes Academic and Student Regulations and Procedures and Codes of practice), and Policies and procedures 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.

## 15. Our cancellation rights

- 15.1 We may cancel the Contract, withdraw your offer of a place or suspend you from participation on your programme at any time with immediate effect by giving you written noticeif:-
  - 15.1.1 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);

- due 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 <a href="Procedure for Expulsions and Criminal Convictions">Procedure for Expulsions and Criminal Convictions</a> for further details;
- 15.1.3 you fail to provide information reasonably requested of you by the required deadline, or you provide materially incorrect or fraudulent information;
- 15.1.4 you fail to pay your deposit by your deposit deadline (as set out in your offer letter) where applicable;
- 15.1.5 you are refused Academic Technology Approval Scheme (ATAS) clearance or otherwise fail to obtain ATAS clearance where applicable;
- 15.1.6 you are not eligible to obtain or otherwise fail to obtain a visa to study in the UK or such visa is cancelled or withdrawn;
  - 15.1.7 you fail to register by the latest registration date for your programme in accordance with Clause 5;
  - 15.1.8 you do not pay your Tuition Fees or additional costs in accordance with the deadlines for late payment detailed in section 4.8.2 of the Student Fee and Debt Management Procedure;
  - 15.1.9 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your programme to you;
  - 15.1.10 a Force Majeure Event prevents us from providing your programme for longer than one term or a total of 3 months in any academic year(whichever is shorter);
  - 15.1.11 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);
  - 15.1.12 you are found guilty of a serious breach of the Academic Regulations and/or our Policies at a disciplinary hearing; or
  - 15.1.13 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.
- 15.2 If we cancel the Contract in accordance with Clause 15.1, 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.

- 15.3 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.
- 15.4 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.

#### 16. Events outside our reasonable control

- 16.1 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.
- 16.2 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").
- 16.3 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 <u>Student Protection Plan</u> and <u>Section A5 of our Academic Regulations (Force Majeure Contingency Regulatory Arrangements for Taught Programmes).</u>
- 16.4 If a Force Majeure Event results in the complete inability to deliver your programme for a 3 months in total in any one academic year, then you will be entitled to:
  - defer your programme, if you have not yet enrolled on to your programme;
  - interrupt your studies (in accordance with the <u>Interruption of Study</u>), if you are currently enrolled on your programme; or
  - 16.4.3 terminate your Contract with immediate effect by contacting <u>Student Records</u> via 'ask a question'.
- 16.5 Should you terminate your Contract pursuant to Clause 16.4.3, 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.

16.6 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 Team (support.surrey.ac.uk) to discuss this.

#### 17. Your records

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

# 18. Data privacy

- 18.1 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 subjects under applicable data protection laws. This is carried out in accordance with the <a href="Pre-enrolment Privacy Notice">Pre-enrolment Privacy Notice</a>, <a href="Wider service specific privacy notices">wider service specific privacy notices</a> and applicable data protection laws. The applicable data protection laws currently include the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 18.2 As explained within the <u>Student Privacy Notice</u>, some information will be shared with the <u>University of Surrey Students Union</u> (the "**Student's 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>).
- 18.3 On graduation, some data will be shared with our <u>Alumni office</u> who may contact you once you have left the University. The Alumni office will handle your information in accordance with the <u>Alumni Privacy Notice</u>. If you do not want your information to be used by the Alumni office you can contact them to request that they do not process your information.
- 18.4 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.
- 18.5 **GSA Image Release Agreement** (applicable to GSA Students only)
  - As a GSA student you may be photographed, filmed or recorded in dress rehearsals, in class, at scheduled photo opportunities and other ad hoc occasions and events. The University will use these images in its legitimate interests in publicity material or online to help promote the University to prospective students and the general public. Headshots of students on Undergraduate and Postgraduate courses of study are also used to support the employability of these students.
  - 18.5.2 You agree to allow the University to use, for the purposes set out above:
    - (a) the **Image**, being any image, portrait or picture, appearance, likeness and form taken and recorded photographically and/or by video featuring you, any audio recording of you; and/or

(b) any **Related Personal Data**, being your personal details, specifically, your name, address and email address, where necessary, that we need to collect, process and retain to enable us to use your Image

and which are taken, recorded and/or provided to the University during any dress rehearsals, classes, scheduled photo opportunities and/or other ad hoc occasions and events at any time.

- 18.5.3 In consideration of your participation in the recordings outlined above and our undertakings below, you confirm that:
  - (a) You grant the University exclusive permission to use the Image and/or Related Personal Data worldwide for the purposes set out above.
  - (b) Your Image and Related Personal Data may be taken, recorded and used by the University for any of the purposes set out above without expectation of any remuneration.
  - (c) You shall not have any rights in and to any intellectual property existing in any products created which use your Image and/or Related Personal Data (**Products**) and you won't have any right of approval over the creation, development, manufacture, promotion, distribution, publication or sale of the Products or the manner of use or exploitation of the Products.
  - (d) You will only include material in any recording which is the intellectual property (including copyright) of another party, if:
    - (i) you have their permission or a licence to do so and irrevocably licence the University to use and sub-licence any copyright in the words spoken (once fixed by the recording); or
    - (ii) the University has pre-approved the use of that material in the recording.
- 18.5.4 The University may store and use copies of the Image and/or Related Personal Data for three years from the date on which the Image and/or Related Personal Data was provided to the University in line with agreed retention schedules to fulfil the purposes set out above.
- 18.5.5 You have the right to withdraw the consent you have given at any time by contacting us at: <a href="mailto:gsaenquiries@gsa.surrey.ac.uk">gsaenquiries@gsa.surrey.ac.uk</a>. This will not affect the lawfulness of any processing carried out by the University before you withdraw your consent. Images may continue to appear in publications already in circulation after the withdrawal of your consent.
- 18.5.6 The University is the controller and responsible for the personal data comprising the Image and your Related Personal Data being your name and email address.
- 18.5.7 The University will ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of the Image and your Related Personal Data.

# 19. Membership of the Students' Union

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 <a href="mailto:ussu.information@surrey.ac.uk">ussu.information@surrey.ac.uk</a> 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**.

### 20. Intellectual Property ("IP")

- 20.1 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>.
- 20.2 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. You will be notified in advance of any alternative IP ownership arrangements that are required.
- 20.3 *For Postgraduate Students:* Postgraduate students will usually own all IP they create, subject to two main exceptions:
  - 20.3.1 IP created as a result of being an employee of the University. A student who participates in University research programmes and contributes to inventions or other creative aspects of the outcomes will be a joint inventor or creator of any resulting IP. The University may ask a student to enter into a binding agreement under which the student agrees to assign to the University any commercially valuable IP that they generate, so that the University can commercialise the complete package of IP arising from the research programme. In return, the University will treat the student as an employee for the purposes of the University's revenue sharing policy for staff inventors. Please refer to the University's IP Code for further details.
  - 20.3.2 **IP** created in partnership with, or sponsored by, another organisation. A student who creates IP in the course of research which is paid for by an industry partner may be required to assign their IP to the relevant partner. You will be notified in advance of any alternative IP ownership arrangements that are required.
- 20.4 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 <a href="University's IP Code">University's IP Code</a>.
- 20.5 Please contact the University's Technology Transfer Office at <a href="mailto:collaborate@surrey.ac.uk">collaborate@surrey.ac.uk</a> if you have any further queries.

### 21. Accommodation

- 21.1 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 <a href="Student Disciplinary Regulations">Student Disciplinary Regulations</a>.
- 21.2 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 <a href="Criminal Convictions Guidance">Criminal Convictions Guidance</a> for further details.

# 22. Complaints Process

#### 22.1 Complaints process for applicants

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

# 22.2 Complaints process for students

- 22.3 Once you have registered as a student of the University, if you have a complaint about us, please refer to the University's <u>Procedure for complaints</u> as set out on our website.
- 22.4 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).

# 23. 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).

#### 24. Admissions Codes of Practice

We will consider all applications fairly and according to the principles set out in our **Quality Framework**. The following relevant codes of practice set out the framework for how we will select and admit students:

<u>Undergraduate Admissions Code of Practice</u> – for applicants applying to study an Integrated
Foundation programme or an undergraduate degree at the University of Surrey, from the UK, EU
and overseas.

- <u>Postgraduate Admissions Code of Practice</u> for applicants applying to study a postgraduate taught degree at the University of Surrey, from the UK, EU and overseas.
- Research Admissions Code of Practice for postgraduate research applicants and visiting postgraduate research applicants whose duration of study is six months or more.

# 25. IT Acceptable Use Policy and Guidelines

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

## **Contact Details**

University of Surrey Guildford Surrey GU2 7XH 01483 686868 support.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:admissions@surrey.ac.uk">mailto:admissions@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 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	