

Terms and Conditions for Degree Apprenticeship– Academic Year from 2026/2027

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](#), [Academic Regulations](#), [Codes of Practice](#), and [Policies](#) (“**Policies and Procedures**”) of the University as may be updated in accordance with Clause 9.
- 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 these terms and conditions carefully, and [contact our Admissions Team](#) if you require any further advice or guidance.
- 1.4 These terms and conditions together with the documents referenced herein, your offer letter, the terms and conditions of offer, and the Apprenticeship Agreement and Training Plan, together form your contract with the University (referred to below as the “**Contract**”).

2. Definitions

- 2.1 In these terms and conditions, the following terms shall have the following meanings:

“**Apprenticeship**” means an English apprenticeship programme comprised of your programme and any other required training activities and for which you have signed the Apprenticeship Agreement and Training Plan.

“**Apprenticeship Agreement**” means the legally binding contract between you and your employer which outlines the terms and conditions of the Apprenticeship, the Apprentice’s roles, the training they will receive and the employer’s expectations.

“**Apprenticeship Assessment**” means an assessment or series of assessments, as set out in the assessment plan for your Apprenticeship, carried out at any stage of the Apprenticeship to determine that you have reached the necessary level of competence to be awarded an Apprenticeship certificate.

“**Break in Learning**” means a break in the Apprenticeship, instigated by the University (in relation to active learning) or by you, lasting at least one calendar month, during which you temporarily

pause your Apprenticeship but you have informed your employer in advance of your intention to resume it at a later date.

“Clinical Educator” means a designated member of University staff responsible for guiding and supporting you throughout your Apprenticeship, including monitoring your academic progress, providing pastoral support and helping you to integrate your learning with your workplace training.

“Funding Rules” means the Apprenticeship Funding Rules for employers and training providers, as revised and as of the date of these terms and conditions available at: <https://www.gov.uk/guidance/apprenticeship-funding-rules> as they apply to each Apprentice in accordance with their provisions.

“programme” means the academic programme which you are studying with the University as part of your Apprenticeship.

“Training Plan” means a document outlining the structured learning and development journey for you, your employer and the University’s commitments, your responsibilities, and schedules for training and assessment.

“you/your/Apprentice” means a prospective or registered Apprentice or applicant who is registered or applying for a programme at the University.

3. **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](#).

4. **Your programme**

4.1 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 Apprenticeship Agreement.

4.2 Although the University is based in Guildford, our programmes may be delivered:-

4.2.1 on-campus through face to face teaching;

4.2.2 online using distance learning methods; or

4.2.3 using a blended approach of on-campus and online delivery.

4.3 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 9 for further details.

4.4 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.

5. Your Obligations

- 5.1 You must meet the terms of your offer letter and satisfy all necessary legal and other requirements, as set out in this Clause 5, to secure your place on, and register onto, your programme.
- 5.2 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.
- 5.3 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.
- 5.4 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, and all necessary legal and other requirements, including those set out in Clauses 5.3 and 5.5.
- 5.5 In order for you to be registered as a student, you must comply with the following:
 - 5.5.1 meet any conditions relating to academic qualifications set out in your offer letter;
 - 5.5.2 meet the eligibility criteria specified in the Funding Rules and your ongoing Apprenticeship Agreement with your employer;
 - 5.5.3 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;
 - 5.5.4 register by the date set out in your offer letter;
 - 5.5.5 provide such valid personal identification documentation as we may reasonably require when requested to do so;
 - 5.5.6 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; and
 - 5.5.7 not be in breach of any other material requirement set out in the Contract.
- 5.6 You agree to:-
 - 5.6.1 comply with these terms and conditions and the terms of the Contract;
 - 5.6.2 comply with the Policies and Procedures 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

- 5.6.3 fulfil the academic requirements of your programme, including but not limited to, engagement on the virtual learning environment, submission of coursework and other assignments, attendance at examinations (including your Apprenticeship Assessment), attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us;
 - 5.6.4 fulfil the requirements of your Apprenticeship including but not limited to:
 - (a) undertaking any mandatory on and off-the-job learning and maintaining an accurate and up-to-date diary (to be submitted timely on a monthly basis throughout the practical period) in accordance with the Training Plan and as directed by the University;
 - (b) preparing for and proactively participating in progress reviews. You must attend a minimum of four progress reviews each year, throughout the duration of your programme;
 - 5.6.5 comply with your commitments and obligations under your Training Plan;
 - 5.6.6 notify the University of any changes to your employment status, working hours or personal circumstances that may affect your Apprenticeship or your participation in your programme; and
 - 5.6.7 notify the University and your employer if you are unable to attend classes or cannot continue to engage with your Apprenticeship.
- 5.7 The Contract will end if:
- 5.7.1 you fail to complete your studies within the maximum period of registration for your programme, as set out in the University's Policies and Procedures;
 - 5.7.2 you exhaust the permitted number of attempts at the Apprenticeship Assessment (normally three attempts);
 - 5.7.3 you complete the programme (the typical duration of your Course can be found in Apprenticeship Agreement and your Training Plan);
 - 5.7.4 the University exercises its right to cancel the Contract early if you breach it (see Clause 16); or
 - 5.7.5 you exercise your right to cancel the Contract (see Clause 15).

6. Our core obligations to you

- 6.1 We will use all reasonable efforts to deliver your programme in line with the Contract.
- 6.2 The University will provide you with the teaching, assessment and other educational services as set out in your offer and the Training Plan, and in compliance with the provisions in the

University's Policies and Procedures. Your Training Plan includes award details, programme aims and structure, programme learning outcomes, and accreditation details.

- 6.3 The University shall comply with its obligations as set out in the Training Plan.
- 6.4 The University will award one or more certificates, diplomas or degrees as applicable to you if you meet the academic requirements for the completion of the programme, provided that your tuition fees have been paid by your employer.
- 6.5 We will allocate you a dedicated point of contact, which may include a Clinical Educator who will be available to support you throughout your Apprenticeship.

7. Registration

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

7.2 Registration timeframes

If you are a **new student** (registering at the start of year 1), you must complete online registration within two calendar weeks of the commencement of the academic year.

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.

- 7.3 You will be provided with copies of the following documents at online registration:-

- 7.3.1 these terms and conditions;
- 7.3.2 the prevailing version of the University's Privacy Notice and to consent to any specific data sharing with third parties;
- 7.3.3 the prevailing version of the University's Intellectual Property Code;
- 7.3.4 your membership of the University of Surrey's Student Union; and
- 7.3.5 the prevailing versions of the Policies and Procedures of the University, which may be updated in accordance with Clause 9. 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](#) and will be notified to you in writing.

- 7.4 **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.**

8. Declaration of criminal convictions

- 8.1 Having been expelled from educational institution or having relevant Criminal Conviction (as defined in the [Procedure for Expulsions and Criminal Convictions](#)) 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.

- 8.2 On firm acceptance of an offer, 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 [here](#)), may have been asked to declare any spent and unspent Relevant Criminal Convictions as part of their 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.
- 8.3 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.
- 8.4 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 [Student Disciplinary Regulations](#) or [Fitness to Practise](#).
- 8.5 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.
- 8.6 Please see our expulsions and criminal conviction webpage for full details.

9. Changes to Policies and Procedures

- 9.1 During your programme, we may update and replace our Policies and Procedures from time to time in order to ensure that we operate efficiently for students and meet relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your programme (see Clause 10 for provisions concerning changes to programmes).
- 9.2 Any changes made under this Clause 9 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.3 The updated Policies and Procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

10. Changes to your programme

- 10.1 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):

- 10.1.1 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;
 - 10.1.2 where a Force Majeure Event, campus redevelopment or restructuring of the University means that teaching locations change to a different site;
 - 10.1.3 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 the Funding Rules or other laws/regulations;
 - 10.1.4 where the University decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
 - 10.1.5 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 your offer letter. Please see Clause 17 (Events outside our reasonable control) for further details.
- 10.2 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.
- 10.3 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.

11. Closure of your programme

- 11.1 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):
- 11.1.1 where changes to regulatory or government requirements mean that the continued running of the programme is not legally possible or becomes financially unviable;
 - 11.1.2 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;

- 11.1.3 where a Force Majeure Event, campus redevelopment or restructuring of the University means that a teaching location becomes unavailable;
 - 11.1.4 there are an insufficient number of students enrolled on the programme meaning the continued running of the programme is financially unviable and/or would lead to an unacceptable student experience; or
 - 11.1.5 due to the occurrence of a Force Majeure Event as described in Clause 17 (Events outside our reasonable control).
- 11.1 We will act reasonably in making a determination as to whether any compensation is due.

12. Consequences of changes to or closure of your programme

Pre enrolment programme changes

- 12.1 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 wish to continue on the amended programme, you may either:
- 12.1.1 terminate the Contract and/or withdraw your application for the programme; or
 - 12.1.2 transfer to another programme (if any) as may be offered by us for which you are qualified.

Post enrolment programme changes or closure

- 12.2 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 10 or 11 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 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.
- 12.3 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.
- 12.4 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".
- 12.5 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.

12.6 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 with immediate effect by contacting Surrey Support via the University's online ticketing portal (support.surrey.ac.uk). The effect of terminating your Contract is that you may be entitled to compensation depending on the circumstances. We will act reasonably in making a determination as to whether compensation is due.

12.7 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. You may also want to consider other matters such as accommodation and travel costs.

13. **Break in learning and transfer of your studies**

13.1 If you wish to take a Break in Learning, then this should be agreed in advance with the University and your employer. A Break in Learning will still count towards your maximum registration period.

14. **Fees**

14.1 You will not be required to pay any tuition fees to the University while enrolled on your Apprenticeship. This is because your employer and the University will enter into a separate agreement where your tuition fees are paid by:

14.1.1 your employer through the apprenticeship levy;

14.1.2 Government co-investment; or

14.1.3 directly by your employer.

14.2 Any additional costs in relation to your programme will be covered by your employer.

14.3 When you register for your programme, you may be asked to:

14.3.1 confirm that your employer will be paying your tuition fees; and

14.3.2 provide acceptable evidence that your employer has agreed to pay your tuition fees.

14.4 If your Apprenticeship Agreement with your employer is terminated due to redundancy, and on the date of dismissal you are within six months of the planned end date of your Apprenticeship practical period, or if you have completed at least 75% of the Apprenticeship Practical Period as specified in the Apprenticeship Agreement, your tuition fees will continue to be funded by the Government. If you are made redundant more than six months before your planned Apprenticeship end date, the Government will fund your tuition fees for up to 12 weeks from the date you were made redundant. During this period, the University may support you in securing a new employer. If a new employer is not found within 12 weeks, you will be withdrawn from your Apprenticeship.

- 14.5 If your Apprenticeship Agreement with your employer is terminated, you are made redundant with more than 6 months of your Apprenticeship remaining, or you have completed less than 75% of the Apprenticeship practical period and a new employer cannot be found within 12 weeks, the University will discuss your options for continued study with you. You may have the option to continue your studies on your programme outside of an Apprenticeship. If you choose this option, you will become liable for your tuition fees for any elements of the programme not yet started, and be responsible for paying your tuition fees in accordance with: <https://www.surrey.ac.uk/fees-and-funding/tuition-fees>.
- 14.6 In circumstances where your employer is required to pay your tuition fees directly to the University and has not done so within the payment terms outlined in the invoice, we may:
- 14.6.1 prevent you from attending lectures, seminars and/or tutorials;
 - 14.6.2 deactivate your student card, resulting in loss of access to the University's buildings including the library;
 - 14.6.3 prohibit you from accessing online programme content;
 - 14.6.4 prohibit you from sitting examinations/submitting coursework;
 - 14.6.5 remove your access to student records;
 - 14.6.6 suspend you;
 - 14.6.7 not allow you to register;
 - 14.6.8 allow you to graduate;
 - 14.6.9 withhold your results;
 - 14.6.10 not issue your degree certificate;
 - 14.6.11 prevent you from being a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union;
 - 14.6.12 not confer any award you may qualify for until all outstanding tuition fees related to that award have been paid in full by your employer; and/or
 - 14.6.13 withdraw your virtual learning environment access.

15. **Your cancellation rights**

Your right to cancel

- 15.1 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**").
- 15.2 The Cooling-Off Period starts from the date when you / your appointed representative accepted your offer in Surrey Self-Service or your applicant portal.

- 15.3 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 admissions@surrey.ac.uk. You may use the model cancellation form found at the end of these terms and conditions, but you do not have to. You can speak with the Surrey Support Team for further advice (please submit your request via the University online ticketing portal available at support.surrey.ac.uk).
- 15.4 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.
- 15.5 Please also note that your Contract will be deemed cancelled by you if:
- 15.5.1 you leave your Apprenticeship voluntarily; or
 - 15.5.2 if your employer transfers your Apprenticeship to a different training provider.
- 15.6 If your Contract is cancelled in accordance with this clause 15, the tuition fee liability will be calculated in accordance with the Funding Rules, and/or in accordance with the terms set out in the separate agreement between the University and your employer, and any tuition fee liability will be paid by your employer.

16. Our cancellation rights

- 16.1 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 notice if:-
- 16.1.1 you have failed to provide correct evidence of your qualifications that matches the details of your qualifications that have been provided on your application within 4 weeks of the programme start date or we discover 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;
 - 16.1.2 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 [Procedure for Expulsions and Criminal Convictions](#) for further details;
 - 16.1.3 you fail to provide information reasonably requested of you by the required deadline, or you provide materially incorrect or fraudulent information;
 - 16.1.4 you fail to register by the latest registration date for your programme in accordance with Clause 7;
 - 16.1.5 your employer fails to pay your tuition fees or additional costs as described in Clause 14;

- 16.1.6 you fail to comply with the terms set out in the Apprenticeship Agreement and/or the Training Plan;
 - 16.1.7 you are made redundant or your employment is terminated and all alternative options including those outlined in Clause 14.4 and 14.5 of the terms and conditions have been explored;
 - 16.1.8 you fail to notify us and your employer if you are unable to attend classes or cannot continue to engage with your Apprenticeship;
 - 16.1.9 you do not attend a minimum of four progress reviews each year, throughout your programme in accordance with Clause 5.6.4(b);
 - 16.1.10 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);
 - 16.1.11 you are found guilty of a serious breach of the Policies and Procedures at a disciplinary hearing; or
 - 16.1.12 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.
- 16.2 We will discuss with you and your employer before a decision to end the Contract is made. If a decision is made to end the Contract, then we will provide you with a clear written statement which will include the reasons for the decision.
- 16.3 If we cancel the Contract in accordance with Clause 16.1, and you are paying your tuition fees in accordance with Clause 14.5, you may be charged tuition fees up to the date of termination in accordance with the tuition fee liability table set out in section 4.5 of the [Student Fee and Debt Management Procedure](#). 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.
- 16.4 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.
- 16.5 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.
- 17. Events outside our reasonable control**
- 17.1 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.
- 17.2 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 which it is not within the capacity of the University to resolve; cyber attack; a change in applicable laws; pandemic and epidemic; any law imposed by or any action or direction taken or recommended by a Government or public authority (including such measures resulting in periods of lockdown or other restrictions due to a pandemic 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"**).

17.3 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](#) and [Section A5 of our Academic Regulations \(Force Majeure Contingency Regulatory Arrangements for Taught Programmes\)](#).

17.4 If a Force Majeure Event results in the complete inability to deliver your programme for a continued period of 3 months or more in any one academic year, then you will be entitled to:

17.4.1 defer your programme, if you have not yet enrolled on to your programme;

17.4.2 take a Break in Learning if you are currently enrolled on your programme; or

17.4.3 terminate your Contract with immediate effect by contacting [Student Records](#) via 'ask a question'.

17.5 Should you terminate your Contract pursuant to Clause 17.4.3, and you are paying your tuition fees in accordance with Clause 14.5, 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.

17.6 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 via the University online ticketing portal (support.surrey.ac.uk) to discuss this.

18. 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](#).

19. Data privacy

19.1 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 [Pre-enrolment Privacy Notice](#), [wider service specific privacy notices](#) 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.

19.2 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 Policy and their sectional Privacy Notices, as linked on their Privacy Policy page](#). You may contact them to indicate that you do not wish to be a member of the Students Union (ussu.information@surrey.ac.uk).

19.3 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.

20. **Membership of the Students’ Union**

20.1 Upon registering as a student of the University, you will also become a 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 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.

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

21. **Intellectual Property (“IP”)**

21.1 The University has an [Intellectual Property Code](#) which is applicable to students. Full details of the University’s IP code can be found on the [University’s website](#).

21.2 **For Apprentices:** Inventions by apprentices 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.

21.3 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](#).

21.4 Please contact the University’s Technology Transfer Office at collaborate@surrey.ac.uk if you have any further queries.

22. **Accommodation**

22.1 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 [Student Disciplinary Regulations](#).

- 22.2 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 [Criminal Convictions Guidance](#) for further details.

23. **Complaints Process**

23.1 **Complaints process for applicants**

If you have any complaints regarding the admissions process, you should make reference to the University's [Admissions Complaints Procedure](#).

23.2 **Complaints process for students**

- 23.3 Once you have registered as a student of the University, if you have a complaint about us, please refer to the University's [Procedure for complaints](#) as set out on our website.

- 23.4 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 \(OIA\)](#).

24. **Governing Law and Jurisdiction**

Both you and the University agree that this Contract has been formed under English law, and 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).

25. **Admissions Codes of Practice**

We will consider all applications fairly and according to the principles set out in our [Quality Framework](#). The following code of practice sets out the framework for how we will select and admit students: [Admissions Code of Practice](#).

26. **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
[University online ticketing portal: support.surrey.ac.uk](https://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 admissions@surrey.ac.uk or post to the address below).

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

I hereby give notice that I 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