



# UNIVERSITY OF PLYMOUTH

<b>Version number</b> 2.0	<b>Status (draft/final)</b> Final	<b>Owning Directorate / Faculty</b> Academic Registry		
<b>Summary of any amendments:</b>  Additional terms and conditions for specific student groups including Higher and Degree Apprenticeship and international students. Greater clarity for students of how and when changes may be made to programmes and modules pre- and post-enrolment. Clarification of the University rights that persist after the terms and conditions no longer apply due to programme completion, or termination for any other reason.				
<b>Document objectives:</b>  The Student Contract outlines how the relationship between the University and its students will operate. It sets out students' rights and responsibilities, and states the obligations of both parties to each other. In addition, there is information on how programme changes may be made, tuition fees and complaints, cancellation and termination rights and data protection and intellectual property principles.				
<b>Intended Recipients:</b> Applicants and enrolled students				
<b>Approving Body and Date Approved</b> (this applies to the final policy)			University Teaching, Learning and Quality Committee	
<b>Date of Issue:</b>			1 September 2022	
<b>Review Date:</b>			Annually	
<b>Contact for review:</b>			Chair, CMA Working Group	
Version	Date	Author(s)	Replaces	Comment
2.0	Aug 2022	KB/TV/DS		Full review and reorganisation
1.2	Aug 2019	IR/DA		Update to date and contact details
1.1	Aug 2016	DA/MJ		



# UNIVERSITY OF PLYMOUTH

## Terms and Conditions of the Student Contract

### 1. Definitions and Introduction

**“Additional Costs”** means additional programme or study-related costs. Examples may include bench fees, equipment, printing and copying charges, mandatory and optional field trips and graduation costs.

**“Apprenticeship”** means an apprenticeship as defined by approved Apprenticeship Standards, comprised of your Programme and any additional learning activities required in order for you to satisfy the requirements of the Apprenticeship Standard.

**“Appropriate Fees Policy”** means the Fees and Cancellation Policy for Plymouth Online students and the University Fees Policy for all other students.

**“Educational Services”** means teaching, learning and research opportunities, examination, assessment, pastoral support and other related services.

**“Enrolment”** means the confirmation that you intend to actively study during the academic session and for every subsequent year of study and to confirm that you have reminded yourself of the Terms and Conditions set out in this Contract.

**“Intellectual Property”** means creations of the mind such as inventions, literary and artistic works, designs and logos, names and images used in commerce.

**“International Student”** means a student subject to immigration control in the UK.

**“Material Change”** means a change to the material information that the University provides prospective students enabling them to make an informed decision to apply.

**“Partner Institution”** means an institution or organisation with which the University has an agreement to deliver courses approved by the University and which lead to University awards.

**“Programme”** means your course or programme of study.

**“Regulations and Policies”** means the framework of academic regulations, policies and procedures that allows the University to govern its delivery of Educational Services.

**“Relevant Criminal Offence”** means any offences set out in the University’s Criminal Convictions Policy.

**“Student Contract/Contract”** means this agreement between you and us together with the documents set out in clause 1.3.

**“Student Portal”** means the University’s internal intranet containing policies, resources and guidance to support its Educational Services

**“Terms and Conditions”** means the clauses contained in this Student Contract.

**“Tuition Fees”** means the fees chargeable for a student’s programme of study.

**“We/Us/Our/the University”** means the University of Plymouth.

**“You/Your”** means an enrolled student of the University of Plymouth.

- 1.1. The main Terms and Conditions of the Student Contract with the University are set out in this document. These Terms and Conditions will apply to all University students once you have accepted your offer of a place at the University, see clause 2 below.
- 1.2. Your Contract with the University is legally binding. Once you enrol, pay your fees where appropriate and meet your obligations under these Terms and Conditions, you will be entitled to receive Educational Services from us for your Programme.
- 1.3. In addition to the Terms and Conditions in this document, you agree to be bound by:
  - 1.3.1. Any additional terms set out in your offer letter;
  - 1.3.2. The University's Regulations as set out in clause 4;
  - 1.3.3. Any ongoing progression requirements for your Programme; and
  - 1.3.4. The University's [Appropriate Fees Policy](#)
- 1.4. You may have other contractual arrangements, for example, for accommodation or financial support, which will be the subject of separate agreements.
- 1.5. These Terms and Conditions do not apply to you if you are studying at one of our Partner Institutions and you should instead refer to that institution's Terms and Conditions.
- 1.6. Entering into the Contract does not affect your legal rights which are protected under consumer protection law.
- 1.7. Specific Terms and Conditions apply to students who join the University as part of an Apprenticeship Programme, see clause 19 below.
- 1.8. Specific Terms and Conditions apply to International Students who require visas, see clause 20 below.
- 1.9. Specific Terms and Conditions apply to students who are under eighteen years of age, see clause 21 below.

## **2. Offers and Enrolment**

- 2.1. As this Contract is legally binding, you should check that the details in the offer of a place at the University are correct before you accept the offer, and make sure you are satisfied with these Terms and Conditions.
- 2.2. On acceptance of an offer and compliance with any conditions set out in the offer, you will be entitled to enrol with the University for the academic year set out in the offer. You must enrol with the University within four weeks of the start of the academic year in accordance with any instructions provided to you. If you do not do so, you will not be permitted to enrol with the University and these Terms and Conditions terminate.
- 2.3. You may not be permitted to enrol with the University if:
  - 2.3.1. you do not meet the conditions set out in your offer including any academic and /or non-academic requirements including Disclosure and Barring Service clearance, where this is required for your Programme;
  - 2.3.2. you have provided incorrect or misleading information in a document relating to the application or in any other document;

- 2.3.3. you do not have the right to study in the United Kingdom;
- 2.3.4. you do not indicate how you propose to pay your Tuition Fees as required by the [Appropriate Fees Policy](#); or
- 2.3.5. you have an unpaid and outstanding debt to the University.
- 2.4. You must enrol within four weeks of the start of each academic year for the duration of your Programme, unless you have interrupted your studies. You will be entitled to enrol for subsequent years provided that:
  - 2.4.1. you have paid your Tuition Fees;
  - 2.4.2. you have not been withdrawn from the University;
  - 2.4.3. you have not been convicted of a Relevant Criminal Offence;
  - 2.4.4. you have met the relevant progression requirements for the previous years of your Programme; and
  - 2.4.5. you are not suspended following disciplinary proceedings.

### 3. Cancellation by you

- 3.1. Under consumer protection law you may cancel these Terms and Conditions without any financial penalty within 14 calendar days after the day on which you accepted the offer of a place at the University. You do not have to give us a reason for the cancellation.
- 3.2. To exercise this right to cancel, you should provide us with a clear statement setting out your decision to cancel your Contract with us. You may use the [cancellation form](#) on our website for this purpose but you do not have to do so.
- 3.3. In addition to your rights as a consumer, you may withdraw from your Programme after Enrolment with no fee payable providing you do so by the deadlines outlined in the University's [Appropriate Fees Policy](#).
- 3.4. You also have the right to cancel your Contract with us by withdrawing after enrolment at any time in accordance with the Regulations and Policies via the [withdrawal form](#) on the University's Student Portal.

### 4. The Regulations and Policies

- 4.1. You agree that you will observe the Regulations and Policies, which consist of:
  - 4.1.1 The [University's Academic Regulations](#);
  - 4.1.2 Any non-standard Regulations applicable to your programme;
  - 4.1.3 The [Information Security Policy](#); and
  - 4.1.4 The [Study and Wellbeing Review Policy](#)
- 4.2. The Regulations and Policies contain important information about the expectations that we have of you as a student and the relevant procedures and processes to be followed. These include your engagement and attendance at University, what happens if you are unwell, the standards of behaviour expected of you, how we deal with academic misconduct and how your studies may be suspended. They also set out how you will be assessed in order to progress and/or complete your Programme. The Regulations and Policies set out how you can raise complaints and concerns with us.
- 4.3. We reserve the right to make reasonable changes to the Regulations and Policies. In addition to the reasons set out in clause 10.9, the reasons for such

changes include, but are not limited to, ensuring that the Regulations and Policies are fit for purpose, to incorporate sector guidance or good practice and to incorporate student feedback. These changes will normally come into effect at the start of an academic year.

## **5. Fees**

- 5.1. The University charges Tuition Fees for its Programmes. Information on where the University publishes its Tuition Fees is set out in the [Appropriate Fees Policy](#).
- 5.2. The Fees Policy includes details of how we set your fees, how these should be paid and the recovery of any debt. You agree to be bound by our Fees Policy and to ensure that your Tuition Fees and other fees are paid in accordance with it.
- 5.3. On some Programmes you may incur Additional Costs. These Additional Costs will be detailed in the Fees and Funding section of individual Programme webpages.
- 5.4. We reserve the right to charge a refundable or non-refundable deposit to secure a place on a particular Programme or receive an Educational Service.
- 5.5. It is your responsibility to secure funding for your Programme. If your Tuition Fees are paid by a sponsor or other third party, you must advise us as soon as possible if there is an issue with payment including any delay. You acknowledge that, in accordance with our [Appropriate Fees policy](#), your progression or completion of studies may be affected by late or non-payment. You may also become liable for any accrued debt arising due to non-payment of Tuition Fees.
- 5.6. We are not responsible for the decisions, actions or omissions of any independent funding providers such as Student Finance England or any organisation that replaces it.
- 5.7. If your Tuition Fees are not paid in full on time, your details may be referred to a debt collection agent and you risk having your award certificate withheld and graduation deferred, or not being allowed to re-enrol on a Programme until all arrears have been paid. The procedure for the recovery of student debt, as set out in the [Appropriate Fees Policy](#), will apply.
- 5.8. If you notify us promptly of a dispute regarding an invoice for Tuition Fees, and we consider this be a genuine dispute, then, until the dispute has been resolved, we may not exercise our rights under clause 11.1 and may allow you to continue with your Programme.

## **6. University obligations**

- 6.1. Subject to these Terms and Conditions, we will provide Education Services and appropriate access to a number of academic and other resources which we consider appropriate for your Programme including:
  - 6.1.1. The library and suitable learning resources, including online learning resources;
  - 6.1.2. IT infrastructure, including a University email account;
  - 6.1.3. Pastoral and wellbeing support; and
  - 6.1.4. Careers, employability and placement advice and support.

- 6.2. We shall use reasonable efforts to provide you with accurate and timely feedback on your academic work and will assess you in accordance with the relevant Regulations and Policies.
- 6.3. Provided that you successfully fulfil the academic, attendance and other requirements of your Programme, pay your fees and otherwise meet your obligations as a student, including those set out in this Contract, we will grant you the appropriate award or qualification.

## **7. Your Obligations**

- 7.1. Once you enrol with the University, you are a student member of the University community and agree that, as such, you will behave respectfully to all other members of our community.
- 7.2. You agree that you will familiarise yourself with and adhere to the Regulations and Policies that are brought to your attention.
- 7.3. You agree that you will participate reasonably with our procedures, including those contained within the Regulations and Policies and, if a sanction is applied to you, including but not limited to a fine, you will comply with it.
- 7.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend lectures, seminars and tutorials, submit assignments and undertake examinations.
- 7.5. In accordance with the University's Criminal Convictions Policy you agree to advise the University immediately where you are involved in an incident or you are investigated or are subject to any court proceedings concerning a Relevant Criminal Offence.
- 7.6. You agree that you will keep your personal details up to date, and inform us promptly of any changes to enable us to contact you quickly as and when needed.
- 7.7. You will also, where applicable, inform us immediately of any changes to your immigration status.
- 7.8. You will use your University email account or the relevant University digital learning environment for all communications with us. You understand that we will use your University email account to formally communicate with you following Enrolment, unless we agree otherwise. As such it is our expectation that you will check your University email account daily and you agree to do so at least once a week.
- 7.9. You must comply with all policies, rules and regulations in relation to the use of IT during the course of your studies. Our [Information Security policy](#) sets out the scope of your use of University IT systems and your information security obligations. Use of our IT infrastructure for illegal or other inappropriate activity might lead to your expulsion from the University.
- 7.10. We may monitor the use, including any personal use, of the University's network and systems including telephone, e-mail, voicemail, internet, other

communications, and computer systems. We will, as reasonably necessary, review or restrict information transmitted via the University's network and systems to ensure the appropriate use of its services and to comply with its legal obligations.

- 7.11. You will take reasonable care of your health and safety and that of others within the University community and will co-operate with us in fulfilling our obligations regarding health and safety. This means, for example, you must inform us if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. This will enable us to make appropriate arrangements including providing you with additional support to ensure your safety and wellbeing and that of other students, University employees and other third parties.
- 7.12. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.

## **8. Your Programme**

- 8.1. Once you have enrolled, we will, subject to these Terms and Conditions, provide you with a place on the Programme set out in your offer.
- 8.2. We will make reasonable efforts to deliver your Programme in accordance with the Programme Specification and as described in the relevant printed or online prospectus for the academic year.
- 8.3. Where your Programme includes optional modules, we cannot guarantee that these will be available to all students who may wish to take them.
- 8.4. During your Programme or as part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be included in your Programme Specification.

## **9. Placements**

- 9.1. During your Programme or in some cases as a compulsory part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be included in your Programme Specification.
- 9.2. You are responsible for ensuring that you meet the health, safety checks or other requirements of the placement provider. Any failure by you to comply may result in a placement withdrawal and could affect your ability to progress or successfully complete your Programme.
- 9.3. The University will not be responsible for any acts or omissions of a third-party placement provider.

## **10. Changes to your Programme**

- 10.1. In accordance with these Terms and Conditions, we will make all reasonable efforts to deliver Programmes, modules, all other Educational Services and facilities as described on our website or in the prospectus or other documents. However, in some circumstances we will be entitled to make reasonable changes including cancellation.

- 10.2. Where, in our reasonable opinion, Material Changes to a Programme or a closure of a Programme are necessary or proposed, the University's Material Change Policy, and where appropriate, the [Student Protection Plan](#), will apply.

**Cancellation of a Programme or Module prior to enrolment**

- 10.3. For reasons of operational viability, including insufficient numbers of students, it may be necessary for us to cancel a Programme or module before it commences. If we cancel a Programme or module, we will notify you as soon as possible and we will endeavour to provide a suitable replacement. If you are not satisfied with the replacement provided by us or if we are unable to provide a suitable replacement, you may cancel the Contract and withdraw your application without any liability for Tuition Fees, even if the cancellation period has expired.

**Cancellation of a Module or Programme after enrolment**

- 10.4. If we cancel your Programme or module after you have begun your studies, we will inform you as soon as is reasonably possible and will endeavour to transfer you to a suitable replacement for which you are qualified. If you are not satisfied with the replacement provided by us or if we are unable to provide a suitable replacement, you may cancel the Contract and withdraw from the Programme without incurring any further liability for Tuition Fees. The [Compensation and Refund Policy](#) sets out the circumstances in which any refund may be payable.

**Changes to Programmes or Modules prior to enrolment**

- 10.5. As a result of the period between prospectus publication and Enrolment, it may be necessary to vary the content of a Programme or module including optional modules, specific teaching staff or services described in the prospectus. We will endeavour to ensure that changes are kept to a minimum. If we make any Material Changes before you enrol, we shall bring these to your attention as soon as possible. If you believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw your application for the Programme without any liability to us for Tuition Fees, or transfer to such other Programme or module, if any, as may be offered by us for which you are qualified.

**Changes to Programmes or Modules after enrolment**

- 10.6. We reserve our rights to make reasonable minor changes to the course where that will enable us to deliver a better quality of educational experience to students. However, changes may also be required for factors beyond our reasonable control which may include:
- 10.6.1. where changes are in students' overall interests, for example, because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the University means that teaching locations change to a different site;
  - 10.6.2. where a key member of staff is no longer available, for example



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 our staff, or by other resources, for example temporary staff, that we would normally engage in such circumstances;

- 10.6.3. where the numbers recruited on a Programme or module are insufficient to enable us to deliver an appropriate quality of education for the students enrolled;
- 10.6.4. where a teaching location becomes unavailable for reasons outside our control;
- 10.6.5. where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples might be changes to a professional body's requirements, immigration rules or other laws/regulations, or guidance, advice and/or restrictions imposed by government or public authorities in relation to health emergency.
- 10.6.6. where the University decides, for academic or operational reasons, to revise the optional modules that are available on a Programme.
- 10.7. We will aim to keep the revisions to the minimum necessary to achieve the required quality of experience and will notify affected students in advance about any changes that are required.
- 10.8. Where, in our reasonable opinion, either Material Changes or a Programme closure are necessary or proposed, students will be informed as soon as possible and in accordance with the Material Changes Policy. If we change your Programme or module and you are not satisfied with the changes, you will be offered the opportunity to transfer to an alternative, for which you are qualified. Alternatively you may withdraw from the Programme or module without incurring any further Tuition Fee liability and you may be entitled to a refund, as set out in the [Compensation and Refund Policy](#). If required, reasonable support will be provided to enable you to transfer to another provider. If you do not agree with us making this change, you may raise a complaint in accordance with the [Student Complaints Procedure](#).

### **Updates and Changes to the Regulations and Policies**

- 10.9. During your Enrolment at the University, we may update and replace our Regulations and Policies from time to time to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations. Changes to our Regulations and Policies will be appropriately notified to students, as described in our Material Changes Policy. Such changes will not affect the content of your Programme (see clauses 10.6-10.8).
- 10.10. Any changes will normally come into effect at the start of the next academic year. However, a change may be introduced during the academic year where we reasonably consider this to be in the interests of students or where this is required by law, by a regulatory body, or other exceptional circumstances.

We will take all reasonable steps to minimise disruption to students wherever reasonably possible.

- 10.11. The updated Regulations and Policies will be made available on our website and may be publicised by other means so that students are made aware of any changes.

#### **Changes to Programmes or Modules due to Force Majeure**

- 10.12. We will do all we reasonably can to deliver our Educational Services as described on our website, in our prospectus or any other documents. However, there may be occasions where we cannot provide our Educational Services or there may be delays caused to their delivery. This may be due to circumstances beyond our reasonable control, despite taking all reasonable steps to prevent them or mitigate their impact. We shall not be liable for any delay or failure to perform our obligations under the Terms and Conditions of this Contract where such performance is directly caused by circumstances beyond our reasonable control. Examples of such circumstances include:
- 10.12.1. strikes, lockouts or other industrial action;
  - 10.12.2. the unanticipated departure of members of University staff;
  - 10.12.3. power failure;
  - 10.12.4. acts of terrorism or threatened acts of terrorism;
  - 10.12.5. damage to buildings or equipment;
  - 10.12.6. the acts of or any restrictions imposed by any governmental, public or local authority;
  - 10.12.7. epidemic, pandemic, quarantine or widespread illness;
  - 10.12.8. failure of public utilities or transport system or networks;
  - 10.12.9. fire;
  - 10.12.10. civil commotion or riot;
  - 10.12.11. war (whether declared or not) or invasion;
  - 10.12.12. severe weather or natural disaster;
  - 10.12.13. flood; or
  - 10.12.14. changes required by accrediting or regulatory bodies.
- 10.13. These are known as Force Majeure Events. In these circumstances, we will take all reasonable steps to minimise the resultant disruption to those services and to those affected students. These reasonable steps may include:
- 10.13.1. offering affected students the opportunity to transfer to another Programme or module for which you are qualified;
  - 10.13.2. support affected students if they wish to transfer to another institution;
  - 10.13.3. delivery of a modified version of the original Programme or module of study that you enrolled on; or
  - 10.13.4. a different mode of delivery, for example, online.
- However to the full extent that is possible under the general law, we shall not be liable for any loss and/or damage suffered by any applicant or student as a result of a Force Majeure Event.

## 11. Termination by the University

- 11.1. We may withdraw your offer or terminate your Enrolment and these Terms and Conditions if:
  - 11.1.1. You do not pay your Tuition Fees;
  - 11.1.2. You have failed to meet the conditions of your offer;
  - 11.1.3. You have provided false, incomplete, inaccurate or misleading information in your application to the University or at any other time;
  - 11.1.4. You do not complete your Enrolment with the University at the beginning of each year of your Programme;
  - 11.1.5. A decision is made that you may not continue as a student of the University in accordance with the Regulations and Policies;
  - 11.1.6. You do not meet your obligations under a Student/Tier 4 visa or you no longer have permission to study in the United Kingdom;
  - 11.1.7. You are convicted of a Relevant Criminal Offence;
  - 11.1.8. You fail to meet our progression or award requirements;
  - 11.1.9. You are unable to fulfil any requirement of your Programme Specification;
  - 11.1.10. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
  - 11.1.11. You materially breach these Terms and Conditions.
- 11.2. You understand that we may monitor your attendance and engagement at the University. If you are an International Student and you do not attend or otherwise meet the obligations of your visa, we will withdraw your visa sponsorship, which may result in the termination of your Contract with the University.
- 11.3. On termination, you will be liable for the Tuition Fees for the academic year in accordance with the [Appropriate Fees Policy](#). If you have already paid more of your Tuition Fees than required, we will reimburse the proportion of the Tuition Fees to you or the organisation or person who has made the payment in accordance with the [Appropriate Fees Policy](#).
- 11.4. On termination of your Enrolment and these Terms and Conditions, you are required to pay any outstanding Tuition Fees immediately, in accordance with the [Appropriate Fees Policy](#), along with any other debt owed to the University.
- 11.5. On termination of your Enrolment and these Terms and Conditions, you are required to return to us your University card and all other University property.

## 12. Revocation of awards

- 12.1 In accordance with our examination and academic offence procedures set out in our Regulations and Policies, we reserve the right to revoke your award in cases where an offence is identified after you have left the University.

### **13. Complaints**

- 13.1. We have policies setting out how complaints may be made against us. Information about these procedures can be found on our website. You can also contact our Complaints Office by email via [complaints@plymouth.ac.uk](mailto:complaints@plymouth.ac.uk).
- 13.2. If you are an applicant to the University, you may raise a complaint about the manner in which your application was handled in accordance with the [Admissions Policy](#).
- 13.3. Once you have enrolled, you may raise a complaint about your Programme or any other aspect of the University's service in accordance with the [Student Complaints Procedure](#).
- 13.4. If your complaint cannot be resolved in the manner set out in the [Student Complaints Procedure](#), it may be possible to apply for an external review of the complaint by the [Office of the Independent Adjudicator for Higher Education](#) (OIA).

### **14. Liability**

- 14.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these Terms and Conditions to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law, including if we cause death or personal injury to you by our negligence, but not to the extent that such failure is attributable to your own fault or that of a third party.
- 14.2 Our liability to you in the case of loss or damage other than for death or personal injury or fraud, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that we receive from our insurers in respect of that particular loss.
- 14.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include the Force Majeure Events set out in clause 10.12, in addition to over or under demand from students, or any staff illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.
- 14.4 We will not be liable for any damage that is caused by your use of IT equipment and/or connection to the University's network, except in the case of any foreseeable damage resulting directly from our negligence or failure to comply with this Contract.

### **15. Intellectual Property Rights**

- 15.1. Normally and subject to our [Intellectual Property Policy](#) you will own and retain the rights to any Intellectual Property that you create during the course of your studies or research activities, unless you agree otherwise with the University or a third party holds the rights as detailed in the our [Intellectual Property Policy](#).

## **16. Use of your personal data**

- 16.1. You agree that, during and after your time at the University, we will hold and process your personal data, including sensitive personal data, in accordance with the Data Protection Act 2018, to fulfil our obligations under these Terms and Conditions. Details of the processing are set out in the [Student Privacy Notice](#).

## **17. University of Plymouth Students' Union**

- 17.1. The University of Plymouth Students' Union is a separate organisation independent of the University. Except to the extent required by law, we are not responsible for the acts or omissions of the Students' Union, whether taking place on the University's campus or elsewhere.
- 17.2. If you choose not to be a member of the Students' Union, you will not be unfairly disadvantaged. However, you will be prevented from:
  - 17.2.1. Voting in general meetings, elections or referenda of the Students' Union; or
  - 17.2.2. Standing in any elections or holding office in any part of the Students' Union.

## **18. Other important Terms and Conditions**

- 18.1. These Terms and Conditions are personal to you and you may not transfer them or your rights under these to anyone else.
- 18.2. These Terms and Conditions are between you and the University and no-one else has any rights under them.
- 18.3. The following clauses and any sub-clauses will continue in full effect after these Terms and Conditions no longer apply because you have completed your Programme, due to expiry, termination, cancellation or any other reasons:
  - 18.3.1 Clause 11.3 and 11.4 on the payment of outstanding Tuition Fees;
  - 18.3.2 Clause 11.5 on the return of University equipment;
  - 18.3.3 Clause 12.1 concerning the revocation of awards;
  - 18.3.4 Clause 15.1 concerning Intellectual Property Rights and any related agreement governing the ownership and exploitation of your Intellectual Property, unless specifically agreed otherwise; and
  - 18.3.5 Clause 16.1 on the use of your personal data.
- 18.4. Each of the clauses of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise unenforceable, the rest of the Terms and Conditions will continue in full force and effect.
- 18.5. Failure or delay by you or us to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or us from taking steps to enforce that provision.
- 18.6. The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract. In any such

proceedings these Terms and Conditions and the Contract into which they are incorporated, will be governed by and interpreted in accordance with the laws of England and Wales.

## **19. ADDITIONAL TERMS AND CONDITIONS FOR APPRENTICESHIP PROGRAMME STUDENTS**

- 19.1 These specific additional Terms and Conditions apply to you if you are enrolled on a Programme as part of an Apprenticeship.
- 19.2 You are not liable for Tuition Fees and are not required to set up payment arrangements to enrol. The associated employer is liable for the payment of Tuition Fees for these programmes. If you leave your employment with the named employer in the Apprenticeship agreement and you are able to continue with your studies, you will become liable for fees as per these Terms and Conditions and our [Appropriate Fees Policy](#).
- 19.3 You will be admitted to a Programme, following a referral from your employer and a subsequent offer from us.
- 19.4 It is necessary for us to supply information about your progress on an Apprenticeship directly to your named employer.

## **20. ADDITIONAL TERMS AND CONDITIONS FOR INTERNATIONAL STUDENTS**

- 20.1 These specific additional Terms and Conditions apply if you are an International Student. You are subject to additional obligations either as part of your Student visa or your immigration controls.
- 20.2 We reserve the right to charge a refundable or non-refundable deposit that applies specifically to International Students who require a Student visa to secure a place on a particular Programme or receive an Educational Service.
- 20.3 If you require a Student visa to study in the UK, you must either pay a Tuition Fee deposit, or show acceptable evidence that you are officially sponsored by a body recognised by UK Visas and Immigration (UKVI), prior to an Unconditional Offer and a Certificate of Acceptance for Study (CAS) being issued.
- 20.4 We reserve the right to only issue a Certificate of Acceptance for Study (CAS) in accordance with our [CAS and Student Visa Sponsorship Policy](#)
- 20.5 If you are eligible to apply for a Student visa in the UK, you must submit your Student visa application via the University's International Student Advice (ISA) team. In such circumstances, your Certificate of Acceptance for Study (CAS) will be issued directly to ISA.
- 20.6 If you are required to hold an Academic Technology Approval Scheme (ATAS), you must provide us with a copy. We will not permit you to enrol until you have provided us with a copy of your ATAS certificate, which will be retained by us for the period of your studies. If you hold existing immigration permission, you may still be required to obtain an ATAS certificate for study on applicable Programmes which must be obtained prior to enrolment.
- 20.7 If you are not a British (including the Channel Islands and Isle of Man) or Republic of Ireland passport holder, you must provide a scanned copy of your

passport (photo page) and visa (if applicable) as part of a Right to Study check, regardless of whether you have already provided these documents (on application) to determine your Home or Overseas tuition fee status. The Right to Study check takes place at the start of every new academic year or stage of your programme, prior to enrolment. If you hold immigration permission other than a Student visa, we will contact you during each academic year to confirm that nothing has altered regarding your immigration permission to live and study in the UK.

- 20.8 You must inform the University promptly if you receive any communications from the Home Office regarding your existing immigration permissions, or any new leave or immigration permission you have applied for, including if you are an asylum seeker and are notified that your immigration bail conditions have been altered.
- 20.9 We may withdraw sponsorship of a your Student visa if you do not comply with our Regulations and Policies and with Home Office rules, including but not limited to those set out in our [CAS and Student Visa Sponsorship Policy](#). This may in turn result in your interruption or withdrawal from your Programme.
- 20.10 Unless you receive further leave to remain, you should normally complete your Programme within the timeframe specified on your Confirmation of Acceptance of Studies (CAS).
- 20.11 If your visa expires before your Programme is completed and you need to apply for an extension of your visa to complete your studies, we will assign a new Confirmation of Acceptance of Studies (CAS) to enable you to apply for UK entry clearance/leave to remain as a Student visa student, provided that you satisfy the conditions set out in our [CAS and Student Visa Sponsorship Policy](#).
- 20.12 If your visa or other immigration permission expires and you have not, or cannot, submit an in time application to renew it, you will be interrupted from your Programme, unless you have supplied us with evidence that you have already left the UK and will be continuing your Programme from your home country, where this is possible.
- 20.13 Occasionally we will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these Terms and Conditions, you consent to giving permission to us to contact the Home Office on your behalf and for the Home Office to release information to us.

## **21. ADDITIONAL TERMS AND CONDITIONS FOR THOSE UNDER 18**

- 20.1 This contract is provided for your benefit and is intended to be legally binding. Once you enrol, pay your fees where appropriate and meet your obligations under these Terms and Conditions, you will be entitled to receive Educational Services from us for your Programme.
- 20.2 The main Terms and Conditions of the Student Contract with the University are set out in this document. These Terms and Conditions will apply once you have accepted your offer of a place at the University,

- 20.3 In addition to the Terms and Conditions in this document, you agree to be bound by:
- 20.3.1 Additional requirements set out in the University Admissions Policy applicable to those under 18. In particular the provision at paragraph 9.5 (LINK) concerning the provisions of contact details of your legal guardian; and
  - 20.3.2 To observe any legal age restrictions and conditions and to ensure requirements set out in Appendix 6 to the [University Safeguarding policy](#) are met in full.