

## University of Plymouth

### Mayflower Award, Terms and Conditions for Academic Year 2022/2023. Date: finalised on 31 March 2022

#### 1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words have the meanings set opposite them:

<b>Academic Year</b>	means the period of 1 August 2022 to 31 July 2023.
<b>Award</b>	means the financial award granted to the Student under the Mayflower Award scheme, subject to the terms of this Agreement.
<b>BAS</b>	means the Bursary Administration Service, the portal owned by the Student Loans Company which is used to make all Mayflower Award payments.
<b>Care Leaver</b>	means a Student who is under age 25 on the first day of the Academic Year, has been in the care of, or been given accommodation by, their local authority (LA) for a period of at least 13 weeks before the age of 16, and starting their course, and who has been granted and maintained throughout the Academic Year, Care Leaver status by Student Loans Company.
<b>England Domiciled</b>	Means an individual assessed by SFE as having normal residency in England and awarded this status.
<b>Estranged Student</b>	means a Student who is aged under 25 on the first day of the Academic Year, who has had no contact at all with their parents / carers for at least 12 months and this is unlikely to change, and who has been granted Estranged Status by Student Loans Company. Estranged Student eligibility does not include students who only: live separately from your parents, have recently fallen out with your parents, or your parents are unwilling to complete income assessment forms or contribute towards your student finance unless the above conditions are also met.
<b>Young Adult Carer</b>	means a Student aged between 18 and 25 on the first day of the Academic Year, who cares for or looks after a family member, friend or other individual due to disability, chronic or terminal illness, mental health difficulty or drug/alcohol dependency or another reason. The Young Adult Carer does not need to live at the same address as the person they care for.
<b>Household Income</b>	means the amount of money that SFE has assessed a Student's household as earning in an academic year.
<b>SFE</b>	means Student Finance England.
<b>SLC</b>	means Student Loans Company.
<b>Previous Study</b>	means <b>ANY</b> period of study an individual has undertaken prior to the Academic Year, regardless of if they completed the term / year / course or gained any qualification from it. For the avoidance of doubt, this includes a short period of attendance prior to voluntary withdrawal or exclusion.

<b>Re-Assessment</b>	means a reassessment of eligibility either for Household Income or Student Finance eligibility purposes or if it comes to light that a Student has not declared Previous Study or is otherwise now ineligible for the Award or in breach of these Terms.
<b>Verified Evidence</b>	means proof of eligible status or situation as confirmed by a professional responsible and independent third party, e.g. GP, Police Officer, Social Worker, person of good standing in the community.
<b>Partner College</b>	means college or other organisation which delivers a University programme where the fees are paid to by the student or Student Finance directly to the individual college or organisation.
<b>Student</b>	means a student enrolled on an undergraduate programme of the University.
<b>Student Funding Unit</b>	the Student Funding Department of the University.
<b>Terms</b>	means these terms and conditions of the Award.
<b>University</b>	means University of Plymouth.

## **2 The Award**

- 2.1 The University has confirmed in writing to the Student that the Student has been awarded the Award on and subject to the Terms, including the amount of the Award. The Student hereby accepts the Award and undertakes that they will comply with these Terms in relation to the Award.
- 2.2 Subject to the Student's eligibility for the Award and their compliance with these Terms, the Award will be paid to the Student in two instalments during the Academic Year. The first instalment will be in January 2023 and the second in May 2023 to the bank details of the student as the Student has provided through BAS. Please note, the Award payment will not be made prior to the start date of the programme, and/or the payment dates for annual tuition fees. For this reason, the Student is required to ensure they have sufficient available funds to cover the Student's immediate financial needs for the full duration of the Academic Year. The University accepts no responsibility or liability for any damages, costs or expenses the Student may incur as a consequence of any delay in the University making any Award payment for any reason, including non-assessment or re-assessment by their student funding body.
- 2.3 All payments of the Award under these Terms shall be made in GBP Sterling, to such bank account as the Student has provided through BAS. Payment shall only be made into a UK-based bank account. It is the Student's responsibility to ensure that the SLC their funding body at all times holds up-to-date bank account details for the Student.
- 2.4 The Award represents the full extent of the financial contribution to be made to the Student under these Terms.

## **3 Student Obligations and Eligibility**

- 3.1 The Student hereby acknowledges and agrees that the Award has been made subject to the Student meeting certain conditions and criteria as detailed in these Terms. In the event that the Student is subsequently unable to meet any such conditions for any reason, the University

reserves the right to withdraw the offer of the Award with immediate effect, and to terminate these Terms without any liability to the Student, whatsoever.

- 3.2 The Student hereby acknowledges and agrees that payment by the University of all instalments of the Award shall be made strictly subject to the Student continuing to be enrolled on the programme they applied for at the point of being awarded the Award for the Academic Year.
- 3.3 The Student shall inform the Student Funding Unit as soon as possible if the Student needs to take a leave of absence from the Course for any reason, e.g. maternity, illness, interruption.
- 3.4 If the Student fails to comply with these Terms, fails to meet any of the eligibility criteria, or otherwise is withdrawn from or interrupts their programme, the Award may be suspended or terminated.
- 3.5 It is the Student's responsibility to inform the Student Funding Unit if they are no longer in attendance or have interrupted / withdrawn from their studies at the earliest opportunity. Failure to do so could result in the Award being cancelled and the Student being invoiced for any overpayment.
- 3.6 Any Student who knowingly submits fraudulent information which leads to the payment of the Award will be invoiced for an overpayment and may be subject to University disciplinary procedures.
- 3.7 If a Student is subject to Re-Assessment by the Student Funding Unit or by their student finance funding body at any point during the Academic Year and becomes ineligible under these Terms, the Award may be cancelled or amended accordingly by the University.
- 3.8 Students who withdraw or interrupt from one course in the Academic Year and resume their studies or transfer to another course in a later academic year, will not be eligible for any further payments of the Award.
- 3.9 The Student agrees to keep the University up to date with all changes of circumstances in relation to their eligibility and their studies with the University, and to provide such information, evidence and documents to the University to enable the University to assess their eligibility for the Award.
- 3.10 The Student must comply with the following eligibility criteria for the Award (as well as the criteria detailed in clauses 4 or 5 (as applicable)):
  - Students must be enrolled on an undergraduate programme
  - Students must have **no Previous Study**, at Higher Education level at any institution and the University's programme must be the first one they have started, as verified by the Student Loans Company;
  - Students must not be studying at a Partner College, including UPIC; and
  - Students must be showing as having a Live record on the University's student record system and be attending satisfactorily throughout the Academic Year.
- 3.11 Students who are eligible for the Award in more than one group, may only receive the Award once in relation to the most favourable group they are eligible for.

#### **4. Eligibility criteria for Awards based on Low Household Income**

4.1 Students must be England Domiciled.

4.2 The Award for the Academic Year is as follows:

- Household Income £0 - £25,000: £1000
- Household Income £25,001 - £35,000: £400

4.3 The Award is subject to the following additional eligibility criteria:

- Students must be in receipt of the full funding package (Maintenance and Tuition Fee loan) from Student Finance England and have been fully means tested for Household Income between £0 and £35,000

4.4 No application for the Award is required for those Students with a low Household Income; the Student Funding Unit will identify eligible Students from BAS. Where there is a discrepancy or query as to a Student's eligibility, the onus is on the Student to contact the Student Funding Unit during the Autumn Semester to provide correct details for assessment.

4.5 The Student Funding Unit will use its reasonable endeavours to notify eligible Students of any Award due during the period November 2022 through to January 2023, although some notifications will be made after this period.

The Award, when given to students based on their household income, is only payable in the first year of study and will not be repeated in subsequent years.

4.6 Students who think they may be entitled to the Award but have not been notified of an Award by the end of December 2022 should email the Student Funding Unit at [studentservices@plymouth.ac.uk](mailto:studentservices@plymouth.ac.uk) giving full details and reasons for eligibility. The University shall not be liable to make any payments to any Students who meet the eligibility criteria, fail to receive notification from the University but who fail to contact the University prior to 31 January 2023. Such Students shall not be eligible for the Award.

#### **5. Eligibility criteria for Awards for Care Leavers, Estranged Students and Young Adult Carers**

The Award, when given to students based on their status as a care leaver, estranged student, or young adult carer, is payable in each year of study (for the duration of their one undergraduate degree, only). Care Leavers, Estranged Students and Young Adult Carers, accessing a "gift year" from their funding body, will be eligible for the Award during that academic year.

5.1 **Care Leavers or Estranged Students** must have been granted Care Leaver or Estranged student status from their funding body to qualify for the Award. The level of the Award for a Student meeting this eligibility criteria will be £1500 for the Academic Year. Care Leavers or Estranged Students must contact the Student Funding Unit by email at [studentservices@plymouth.ac.uk](mailto:studentservices@plymouth.ac.uk) from 1 September 2022 to enquire of their eligibility. The granting of the Award to these Students is not automatic and is expressly dependent on the Student contacting the Student Funding Unit as above and providing evidence of their status and eligibility.

5.2 Students who are **Young Adult Carers** must complete an application form and submit verified evidence of their situation to the Student Funding Unit for consideration for the Award. These forms can be obtained by emailing the Student Funding Unit by email at

[studentservices@plymouth.ac.uk](mailto:studentservices@plymouth.ac.uk) from 1 September 2022. The level of the Award for a Student meeting these eligibility criteria will be a maximum of £1500 for the Academic Year.

### **Young Adult Carer Awards 2022:**

High award (£1500): where the student lives with the cared for person and is the main carer, has daily caring responsibilities, may have travel or placement costs.

Mid award (£750): student does not live with cared for person but is the main or joint carer; caring responsibilities may not be daily; there may not be travel costs.

Basic award (£300): Student does not live with cared for person but has caring responsibilities in holiday periods.

(Paid annually if the student demonstrates each year that caring responsibilities continue)

The Student expressly acknowledges and agrees that the level of the Award for Young Adult Carers is not a set amount, and will be dependent on the Student's circumstances, and that the University, in its sole discretion, will determine the amount of the Award, which shall be final and non-negotiable. The granting of the Award to these Students is not automatic and is expressly dependent on the Student contacting the Student Funding Unit as above and providing evidence of their status and eligibility.

## **6 Legal Requirements**

- 6.1 The Student hereby consents to the processing (as defined in or for the purposes of the General Data Protection Regulation 2016 and the Data Protection Act 2018 (the "Data Protection Legislation") of their personal data (which means any information that can be used to identify the Student as an individual and includes any information provided by the Student pursuant to this Agreement) by the University, under and in accordance with the Data Protection Legislation for the purposes of implementing and administering the Award, and monitoring and evaluation purposes, and the terms of this Agreement and for such other purposes and with respect to such other parties as the University may agree with the Student from time to time. Students can also view the [Student Privacy Notice](#) here that provides information about the use of personal data including where their data will be shared with third parties.
  
- 6.2 The Student acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and/or any subordinate legislation, regulations or guidelines made or issued thereunder, and shall, on request, co-operate with the University and assist it to comply with its information disclosure requirements (if any) thereunder.

## **7 Term and Termination**

- 7.1 The University may terminate this Agreement and the Student's entitlement to the Award with immediate effect on or at any time if the Student:

- 7.1.1 terminates, is suspended from, ceases to undertake, or withdraws from their programme at the University; or
  - 7.1.2 provides or has provided incomplete, false, or inaccurate information to the University.
  - 7.1.3 is, as a result of Re-Assessment, found to be outside of the eligibility criteria for the Award or otherwise in breach of these terms and conditions; or
  - 7.1.4 has not declared any Previous Study.
- 7.2 In the event that this Agreement is terminated, the University shall cease to be obliged to make any further payments of the Award, and the Student shall, if so required by the University, reimburse and refund the Award (in whole or part as required by the University) received by the Student prior to termination.
- 7.3 Termination of this Agreement shall not otherwise affect the Student's undertaking of a programme of the University or the Student's status as a registered student of the University.
- 7.4 The Student acknowledges and agrees that it is a requirement of the Award that the Student remains registered as a student of the University for the duration of the Academic Year.
- 7.5 The University does not guarantee the availability of the Award to any Student even where eligibility criteria are met. The payment of the Award to any Student is entirely at the discretion of the University and is dependent on the University having the available funding to make the Award, and the availability of funds for each eligible group of students. In addition, within the available funds for the Award, different allocations have been made to the above eligibility groups, which may mean that whilst the Award may be closed to some groups when that allocation has been met, it may remain open only for some or one of the other above groups.

## **8 General**

- 8.1 *Partnership:* Nothing in this terms and conditions will constitute or be deemed to constitute a partnership between the parties. The Student shall not be regarded (nor hold themselves out) as an employee or agent of the University.
- 8.2 *Governing Law and Jurisdiction:* These terms and conditions, and any disputes or claims arising out of or in connection with its subject matter, shall be governed by, and construed in accordance with, the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.