

## Student Partnership Terms and Conditions for Academic Year 2026/2027 (for students studying on Sub-contracted Courses with the University's Academic Partners)

### Important Information

It is important that you read this document carefully before accepting your offer to study on the Sub-contracted Course (defined at clause 1.1 below) with the Delivery Provider (defined at clause 1.1 below), as it forms the basis of the contractual relationship between you and The University of West London of St. Mary's Road Ealing London W5 5RF ("University", "we", "us" or "our") when studying on a Sub-contracted Course.

This document sets out various rights and responsibilities that both you and the University have in relation to your study on a Sub-contracted Course, and links to the University's Policies and Regulations (defined at clause 2.3.6 below) you need to abide by.

You should be aware that your acceptance of the Delivery Provider's offer to study on a Sub-contracted Course signifies your agreement to enter into a legally binding Student Contract (defined at clause 3.4 below) with the University on these Terms and Conditions.

Your attention is particularly drawn to Sections 4 (Tuition Fees, payment and additional costs), 6 (Termination of the Student Contract by the University), 9 (Changes to your Sub-contracted Course), 22 (Events beyond our control) and 23 (University's liability to you).

Our aim is to make this document accessible and user friendly for everyone. If you have any questions about these Terms and Conditions, please get in touch with us at [UWL.GPO@uwl.ac.uk](mailto:UWL.GPO@uwl.ac.uk).

### 1. Introduction

- 1.1 These Terms and Conditions apply to all undergraduate, postgraduate and other applicants, offer holders and enrolled students ("**student**" or "**applicant**" or "**you**") who study on a sub-contracted University course ("**Sub-contracted Course**") delivered on behalf of the University by another academic provider in collaboration with us ("**Delivery Provider**").
- 1.2 **Although your Sub-contracted Course is delivered (in whole or in part) by a Delivery Provider, you will be enrolled as a student of the University, and you will be bound by these Terms and Conditions. Your educational Student Contract is with the University. You will also be subject to the Delivery Provider's terms and conditions.**
- 1.3 **These Terms and Conditions do not apply to students who study at an academic partner institution on courses leading to an award of the University under a validation arrangement.** These students are students of the academic partner institution and not the University and are bound by that academic partner institution's student terms and conditions.
- 1.4 These Terms and Conditions are reviewed and updated by the University, subject to **clause 10.2**, on an annual basis and you will be asked to agree to the updated Terms and Conditions at the start of each academic year. Our updated Terms and Conditions will be made available to you either by us or the Delivery Provider so that you are made aware of any changes.
- 1.5 These Terms and Conditions continue to apply during periods of temporary withdrawal, or to

any other student status that provides for the use of some or all of the University's services or facilities.

- 1.6 There is a glossary at the end of these Terms and Conditions which explains the meaning of certain words that we use throughout this document.

## **2. Your Student Contract with us**

- 2.1 **A Student Contract (as defined below at clause 2.3 below) between you and the University is formed when you accept an offer of a place to study on a Sub-contracted Course. If the Delivery Provider's offer to you is conditional, this will be the date that you have fulfilled to the satisfaction of the Delivery Provider all of the conditions specified in your offer letter and this will also apply if you have paid a deposit for a place of study on the Sub-contracted Course (payment of a deposit does not guarantee a place of study on the Sub-contracted Course).**

- 2.2 The duration of your Student Contract with the University is the whole duration of your Sub-contracted Course of study or research.

- 2.3 Your Student Contract with the University will comprise the following:

- 2.3.1 these Terms and Conditions as may be updated by the University from time to time;
- 2.3.2 the Delivery Provider's own terms and conditions as may be updated by the Delivery Provider from time to time;
- 2.3.3 the declarations you make during your University online enrolment;
- 2.3.4 the Delivery Provider's course prospectus for the respective academic year on which the offer was accepted;
- 2.3.5 the Delivery Provider's relevant policies, procedures and regulations including but not limited to the Delivery Provider's Student Charter; Student Code of Conduct; Student Disciplinary Procedures; Fitness to Study Policy; Library and Information Technology Policies; Tuition Fees Policy (for students studying outside of the UK); Health and Safety Policy and Procedures and/or any relevant policies, procedures and regulations governing student behaviour and each as amended by the Delivery Provider from time to time ("**Delivery Provider Policies and Regulations**");
- 2.3.6 the University's applicable policies, regulations, rules, procedures, charters, handbooks, codes of practice and codes of conduct (including but not limited to the University's [Academic Regulations](#), University's [Tuition Fee Policy](#) (for students studying with a Delivery Provider in the UK), University's [Appeal Regulations](#) and University's [Privacy Notice for Students](#)) applicable to the Sub-contracted Course and that are made available to you on our website at <https://www.uwl.ac.uk/about-us/policies-and-regulations> or otherwise provided by the University and/or the Delivery Provider to you, each as may be amended by the University from time to time ("**University Policies and Regulations**"); and
- 2.3.7 all other documents (including amended versions) referred to in these Terms and Conditions;

(together the "**Student Contract**")

2.4 It is important that you read, and comply with, the University's Policies and Regulations as they set out your responsibilities as a student at the University.

2.5 In the event the University decides to step-in because of matters:

2.5.1 relating to your conduct or behaviour; and/or

2.5.2 that may affect the University's reputation, award or compliance obligations,

you acknowledge and agree that the applicable University Policies and Regulations necessary to enable the University to deal with the matters will be applied by the University and you agree to comply with such University Policies and Regulations and cooperate with the University.

### 3. Enrolment

3.1 **You must enrol with the Delivery Provider and with the University at the beginning of your studies.** You will be advised whether you need to enrol directly with the University through the University's [MyRegistry](#) website (where applicable) or the Delivery Provider may enrol you with the University on your behalf. **You must re-enrol at the beginning of each subsequent academic year of your Sub-contracted Course**, in accordance with instructions issued by the University and/or the Delivery Provider in order to continue your course of study and maintain your student rights and privileges.

3.2 The enrolment process requires you to:

3.2.1 ensure that the Delivery Provider and the University have the correct personal details for you;

3.2.2 provide proof of your identification and qualifications to the Delivery Provider;

3.2.3 where applicable, provide proof of your immigration and fee status to the Delivery Provider;

3.2.4 provide two types of emergency contact details (full name, address and contact number) as set out below:

(a) **Trusted Contact** - this person may be contacted by the University in the event of serious concern about your health and wellbeing. Please ensure that they are willing to be a Trusted Contact before providing their details to the University; and

(b) **Next of Kin** - this person may be a blood relative, spouse, partner, civil partner whom you want to be contacted in case of emergencies, for example by the University, police or ambulance services.

3.2.5 confirm your agreement to abide by:

(a) these Terms and Conditions; and

(b) the University's Policies and Regulations;

3.2.6 for Home Students, pay your Tuition Fees to the University either directly or through

arrangements with the Student Loans Company or equivalent organisation or confirm who (for example a Sponsor) is paying your Tuition Fees on your behalf to the University. **For Students studying with overseas Delivery Providers, tuition fees are normally paid directly to the overseas Delivery Provider in accordance with the Delivery Provider's Tuition Fee Policy (if you need to pay your Tuition Fees directly to the University you will be advised of this by the Delivery Provider or the University);** and

- 3.2.7 meet all the conditions of admittance to the Sub-contracted Course communicated to you by the Delivery Provider and/or the University.
- 3.3 You will be entitled to re-enrol for subsequent academic years of your Sub-contracted Course provided that:
  - 3.3.1 you or your Sponsor have paid the Tuition Fees by the due date;
  - 3.3.2 you have not been withdrawn from your Sub-contracted Course; and
  - 3.3.3 you have met the relevant progression requirements for the previous years of your Sub-contracted Course.
- 3.4 You should note that **once you have enrolled, unless otherwise set out in the appropriate Tuition Fee Policy, you will incur a Tuition Fee liability which is not normally refundable if you choose to withdraw. You should refer to the appropriate policy on Tuition Fee payment to ensure that you are fully aware of this Tuition Fee liability. Home Students studying with Delivery Providers in the UK should refer to the University's [Tuition Fee Policy](#); Students studying with Delivery Providers in the EU or overseas should refer to the Tuition Fee Policy and procedure of the overseas Delivery Provider, unless you have been advised by the Delivery Provider or University that you need to pay your Tuition Fees directly to the University in which case you will need to refer to the University's Tuition Fee Policy.**

#### **4. Tuition Fees, Payment and Additional Costs**

- 4.1 **Your attention is particularly drawn to this Section because it sets out key information relating to your Tuition Fees and other costs that may be applicable to your Sub-contracted Course.**
- 4.2 The University charges Tuition Fees for delivery of its courses and educational and student services ("**Tuition Fee**"). You will be informed by the Delivery Provider of your Tuition Fee and how this will be paid as part of your offer letter.
- 4.3 For **Home Students studying with Delivery Providers in the UK**, you will be required to demonstrate and provide evidence to your Delivery Provider of your eligibility for Home Fee Status prior to or at enrolment.
- 4.4 For **Home Students studying with Delivery Providers in the UK**, you are bound by the applicable terms of these Terms and Conditions and the University's Tuition Fee Policy which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment of Tuition Fees. The University's Tuition Fee Policy is available [here](#).
- 4.5 For **Students studying with Delivery Providers outside the UK**, unless you have been advised by the Delivery Provider or University that you need to pay your Tuition Fees directly to the University in which case you will need to refer to the University's Tuition Fee Policy, you agree to abide by the **Tuition Fee Policy and procedure of the Delivery Provider.**

- 4.6 You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. **If you withdraw from the Sub-contracted Course, you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Delivery Provider in accordance with the appropriate Tuition Fee Policy (please refer to clauses 4.3, 4.4 and 4.5 above).**
- 4.7 Except for Apprenticeship Students, **where your Tuition Fees are paid for by your Sponsor, you acknowledge that you remain liable for your Tuition Fees in the event that your Tuition Fees are not paid by your Sponsor.**
- 4.8 For **Undergraduate Home Students studying with Delivery Providers in the UK the University, following consultation with the Delivery Provider, reserves the right to increase your Tuition Fees on re-enrolment in line with the maximum permitted uplift or policy amount or percentage by the UK Government** (including any relevant body). Such uplift or policy set by the UK Government are *normally* linked to the Retail Price Index excluding mortgage interest payments (“RPIX”) annual rate of inflation. **In the event the UK Government’s uplift or policy in relation to changes to the amount of Tuition Fees chargeable is in excess of the RPIX then the University, following consultation with the Delivery Provider, reserves the right to increase your Tuition Fees on re-enrolment in accordance with any such uplift or policy set by the UK Government. The Delivery Provider will inform you of any increases to your Tuition Fees.**
- 4.9 For **Postgraduate Taught Home Students studying with Delivery Providers in the UK, the University, following consultation with the Delivery Provider, reserves the right to increase your Tuition Fees on re-enrolment in line with RPIX (capped by the University at 10%). The Delivery Provider will inform you of any increases to your Tuition Fees.**
- 4.10 For **International Students (at all levels) studying with Delivery Providers in the UK, the University, following consultation with the Delivery Provider, reserves the right to increase your Tuition Fees on re-enrolment in line with RPIX (capped by the University at 10%). The Delivery Provider will inform you of any increases to your Tuition Fees.**
- 4.11 For **students studying with Delivery Providers outside the UK, any increases to your Tuition Fee is subject to the Delivery Provider’s Tuition Fee Policy and procedures.**
- 4.12 Any Tuition Fee increases by the University will be applied from the start of the next academic year and will not be applied “in year”.
- 4.13 **If you do not pay the Tuition Fees (or any instalment of the Tuition Fees under an instalment plan) in accordance with the appropriate Tuition Fee Policy, you may not be able to access University facilities and services or be eligible for benefits and the University reserves the right to withhold your results and to not permit you to graduate.**

#### **Additional Costs**

- 4.14 Depending upon your chosen Sub-contracted Course, **in addition to your Tuition Fees, please be aware that you may incur other optional and/or mandatory additional costs associated with your study on the Sub-contracted Course.** Additional costs may include (this is not an exhaustive list of additional costs): costs related to the purchase of books and/or other materials or equipment in connection with your Sub-contracted Course, printing and photocopying, compulsory field trips, laboratory fees, years abroad, joining student and sport societies, your graduation ceremony, living expenses, travel and accommodation costs or other miscellaneous

costs, which may be related or required as part of your Sub-contracted Course, for example, specialist kit, chef uniform or additional course materials.

4.15 **Details (including the full price) of mandatory additional costs will be set out in course specification or handbook or on the course webpages or on open day materials or your offer letter.** Queries regarding any aspect of additional (mandatory or optional) costs of your Sub-contracted Course should be directed to the Delivery Provider.

4.16 **The level of additional course costs will usually increase annually.** Increases are expected to be in line with inflation, unless there are identifiable above-inflation rises in costs directly associated with the activity. These may, for example, include costs charged by third parties. **Any increases to additional costs by third parties is outside of the control of the University.**

## 5. If you want to leave your Sub-contracted Course

### **Cancellation before Enrolment – Statutory Right of Cancellation**

5.1 **For students studying with Delivery Providers in the UK and overseas, you have a statutory right to cancel this Student Contract within 14 days of your acceptance of an offer of a place to study at the Delivery Provider (“Cancellation Period”).** Whether you receive an unconditional or conditional offer from the Delivery Provider, the 14-day period starts on the day after you accept the Delivery Provider’s offer. You do not have to give a reason for cancellation. For Home Students, any reimbursements of Tuition Fees for cancellation will be in accordance with the University’s [Tuition Fee Policy](#). For Students studying with Delivery Providers outside of the UK, please refer to the Delivery Provider’s Tuition Fee Policy for reimbursement of Tuition Fees.

5.2 You must inform the Delivery Provider’s Admissions Office of your decision to cancel within the Cancellation Period in writing by either email or letter stating your name, address, and the Sub-contracted Course for which you accepted an offer.

5.3 **You have a further 14-day cancellation period when you enrol during your first year of study on the Sub-contracted Course only.** The 14-day period starts on the day after your enrolment date. This additional 14-day cancellation period does not apply to re-enrolment for subsequent academic years.

### **Termination of the Student Contract by you after Enrolment**

5.4 You may withdraw from your Sub-contracted Course and terminate this Student Contract at any time. To initiate your withdrawal, you shall:

5.4.1 immediately inform the Delivery Provider of your decision in writing; and

5.4.2 follow the Delivery Provider’s policies and procedures for withdrawing from your Sub-contracted Course.

5.5 If you withdraw part way through your Sub-contracted Course, you must pay the Tuition Fees in accordance with the applicable Tuition Fee Policy.

5.6 Any refund of Tuition Fees which may be due to you will be in accordance with the applicable Tuition Fee Policy.

## 6. Termination of the Student Contract by the University

- 6.1 **Your attention is particularly drawn to this Section because it sets out the circumstances the University may terminate its Student Contract with you.**
- 6.2 The University may terminate its Student Contract with you in writing with immediate effect **(subject to your rights of appeal to the University)** if:
- 6.2.1 if you are withdrawn by the Delivery Provider from your Sub-contracted Course;
  - 6.2.2 you or your Sponsor fail to pay the Tuition Fees (or any instalment) by the due date for payment;
  - 6.2.3 you fail to meet the conditions of the Delivery Provider's offer made to you;
  - 6.2.4 you have failed to enrol or re-enrol to your Sub-contracted Course by the deadline given to you by us;
  - 6.2.5 you provided false, incomplete, inaccurate or misleading information in your application or at any other time thereafter;
  - 6.2.6 you fail to meet the University's progression or award requirements;
  - 6.2.7 you do not meet the requirements of your Sub-contracted Course, including but not limited to obtaining/maintaining membership of the specified organisation(s), and/or minimum attendance/participation requirements and/or professional requirements or standards of your Sub-contracted Course;
  - 6.2.8 action has been taken against you in accordance with the Delivery Provider's disciplinary procedure for student matters or fitness to practise procedures;
  - 6.2.9 your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
  - 6.2.10 you significantly breach these Terms and Conditions and/or the Delivery Provider's terms and conditions;
  - 6.2.11 you significantly breach any of the University's Policies and Regulations and/or the Delivery Provider's Policies and Regulations;
  - 6.2.12 where applicable, you do not disclose any relevant unspent criminal conviction;
  - 6.2.13 in the event of a Sub-contracted Course closure for statutory or regulatory reasons;
  - 6.2.14 the University is notified by the Delivery Provider that you do not meet your obligations under immigration rules, or you no longer have permission to study in the UK; or
  - 6.2.15 Apprenticeship Students – where your Sub-contracted Course is linked to your employment and your employer terminates your employment contract and/or your Apprenticeship Agreement is terminated.
- 6.3 As appropriate, you have a right to submit an **internal** appeal of the University's decision to terminate the Student Contract under the [Student Complaints Procedure Policy \(Students\)](#) or the [Appeal Regulations](#).

## Consequences of termination of your Student Contract

- 6.4 If at any time this Student Contract terminates, whether by you or the University or the Delivery Provider withdraws you from the Sub-contracted Course:
- 6.4.1 the University shall be entitled to refuse to enrol you on your Sub-contracted Course (if, at the date of termination, you have not already enrolled on the Sub-contracted Course);
  - 6.4.2 the University shall be entitled to require you to stop studying on your Sub-contracted Course;
  - 6.4.3 you will be required to return to the Delivery Provider's administration office, any University Student Identification Card(s) issued to you on enrolment, together with all property owned by the University;
  - 6.4.4 you shall no longer have access to our premises and facilities without our prior permission or invitation by a member of the University's staff;
  - 6.4.5 you shall no longer have access to the University's virtual learning environment or online resources and facilities, which include your University email account; and
  - 6.4.6 you must pay all outstanding Tuition Fees and other charges due to the University and the Delivery Provider (for students studying with a Delivery Provider outside of the UK) immediately.

## 7. The University's obligations to you

- 7.1 The University will ensure that the Sub-contracted Course you are enrolled on is of an appropriate standard and quality. It will monitor the Delivery Provider to ensure that the Sub-contracted Course is provided to you as described in the relevant course specification and other publications such as the prospectus and the Delivery Provider's website for the applicable academic year. The University makes every effort to ensure that the information provided to you by the University about your Sub-contracted Course is correct. Sometimes it may be necessary for the Delivery Provider to update a prospectus or course webpage because of staffing, financial, regulatory or academic reasons.
- 7.2 **Unless you are otherwise notified, the University will not be providing any services to you directly** including student or educational services (including pastoral care, disability advice and support, careers, employability and placement advice and support), access to financial support, bursaries or other payments. **Where applicable, such services are provided by the Delivery Provider where applicable.**
- 7.3 The University will use reasonable endeavours to provide you the following resources (subject to availability and licensing terms and conditions) for the duration of your enrolment with the University:
- 7.3.1 **for UK Home Students only**, where space permits, access and use of the University's library for on-site reference only (you are not entitled to borrowing rights of physical resources or books);
  - 7.3.2 **for UK Home Students only**, access and login rights to computers at the University's premises;

- 7.3.3 access to online library resources (including Perlego e-books);
- 7.3.4 access to the University's virtual learning environment (VLE) Blackboard or replacement VLE;
- 7.3.5 Student email account; and
- 7.3.6 **for UK Home Students only**, non-chipped University Student Identification Card for the purpose of student identification only.

## **8. How we communicate with you**

- 8.1 **Unless you are informed otherwise, the Delivery Provider will be responsible for all communications with you.**
- 8.2 The Delivery Provider will communicate with you via the email address you provided and/or your student email address, and where required, via letters. Where Delivery Providers use the University's Virtual Learning Environment **Blackboard**, communications will also be posted online via notices on Blackboard. **You should ensure that you keep your details up-to-date through the Delivery Provider and the University's MyRegistry portal (where applicable) and also that you check Blackboard regularly.**

## **9. Changes to your Sub-contracted Course**

- 9.1 **Your attention is particularly drawn to this Section because it sets out the circumstances the University may make changes to your Sub-contracted Course.**
- 9.2 The University will monitor that the Delivery Provider uses all reasonable efforts to deliver the Sub-contracted Course in accordance with the course specification.
- 9.3 However, to ensure that the University's Sub-contracted Courses remain current and relevant, they are subject to regular review by the University. The University may, from time to time either before or after you commence your Sub-contracted Course, need to amend modules, course content or the structure or the way that these are delivered to, for example (non-exhaustive list) for the following reasons:
  - 9.3.1 comply with changes in the law, regulation or Government policy or guidance;
  - 9.3.2 comply with the requirements of the University's regulators, accrediting bodies, professional bodies and/or statutory bodies;
  - 9.3.3 make updates to reflect:
    - (a) best practice;
    - (b) academic developments in teaching practice or technology; or
    - (c) developments in new assessment methods for the benefit of students;
  - 9.3.4 adjust content as a result of staff changes (for example where a staff member is no longer available through illness or resignation);

9.3.5 improve course quality in response to student or external examiner or employer feedback; or

9.3.6 to accommodate and respond to refurbishment and development work taking place on the University's and/or Delivery Provider's campus resulting in teaching locations changing to a different site.

#### 9.4 **Changes may be minor or major changes.**

9.4.1 Examples of **minor changes**, may include, but not limited to:

- (a) altering the timetable, location, and number of classes for your Sub-contracted Course;
- (b) reasonable changes to the content and syllabus of your Sub-contracted Course, including in relation to optional placements, to ensure that the Sub-contracted Course remains current and relevant; and
- (c) changes to assessments as a result of student or external examiner or employer feedback.

9.4.2 Examples of **major changes**, may include, but not limited to:

- (a) adding or removing core (compulsory) modules;
- (b) change of Sub-contracted Course or award title;
- (c) changes to overall Sub-contracted Course aims;
- (d) changes to module credit value;
- (e) changes to method of delivery;
- (f) discontinuance of a Sub-contracted Course;
- (g) combining courses of study; or
- (h) changes to specific course regulations.

9.5 The University reserves the right to make minor changes to its Sub-contracted Courses. Where such minor changes are made, the University will take reasonable steps to minimise disruptions to students.

#### 9.6 **Changes to an offer prior to acceptance**

9.6.1 The University reserves the right to make changes to a Sub-contracted Course at any time before an offer is accepted by you.

9.6.2 If the University is required to make a change to any aspect of the Sub-contracted Course prior to acceptance by you, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you of the changes including the reasons for the change at the earliest opportunity possible;

- (b) provides details of what has changed and why the change was made; and
- (c) takes reasonable steps to minimise any potential disruption to you.

9.6.3 As an applicant, you have the option to accept or reject the amended offer.

## 9.7 **Major changes to the Sub-contracted Course prior to enrolment**

9.7.1 If between the time of your acceptance of an offer and before enrolment it is necessary for the University to make major changes to your Sub-contracted Course, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you of the major changes including the reasons for the major change at the earliest opportunity possible;
- (b) provides details of what has changed and the potential impact of the changes; and
- (c) takes reasonable steps to minimise any potential disruption to you.

9.7.2 If the major change to your Sub-contracted Course, prejudicially affects you, and you no-longer wish to enrol on the Sub-contracted Course, the University will liaise with the Delivery Provider to provide you with an appropriate alternative solution for example find you a suitable alternative course at the Delivery Provider for which you are qualified. Alternatively, you may terminate the Student Contract and withdraw from the Sub-contracted Course without any liability for Tuition Fees (even if the Cancellation Period has expired prior to your enrolment). You will be reimbursed for any Tuition Fees you have paid to date in accordance with the applicable Tuition Fee Policy.

## 9.8 **Major changes to the Sub-contracted Course after enrolment**

9.8.1 The University will usually not make major changes to its Sub-contracted Courses after a student has enrolled. However, in exceptional circumstances it may be necessary for the University to make such major changes after your enrolment. Where there are proposed major changes to your Sub-contracted Course, the University will use reasonable endeavours to ensure the Delivery Provider:

- (a) informs you of the major changes at the earliest opportunity and gives you reasonable notice of the reasons for the major change, what major changes are being proposed and information on the potential impact of the major changes;
- (b) consults you on the major changes and gives you an opportunity to provide feedback; and
- (c) takes reasonable steps to minimise any adverse impact on you;

9.8.2 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the University and the Delivery Provider will liaise with you to provide you with an appropriate alternative solution, for example: (i) finding you an alternative course at the Delivery Provider for which you are qualified; or (ii) where applicable in accordance with the University's [Student Protection Plan](#) work with you to find an alternative higher education provider that may

offer an equivalent course, and ensure that you receive recognition or credits for any modules you have successfully completed. Alternatively, you may terminate the Student Contract and withdraw from the Sub-contracted Course without any liability for further Tuition Fees to the University.

- 9.8.3 In exceptional circumstances, such as pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen (this is not an exhaustive list of examples) **the University and the Delivery Provider may need to make major changes quickly and promptly in response to events beyond their control without consulting you first, where it is necessary to comply with the law and/or government or local authority guidance and/or instructions.** Should this occur, the Delivery Provider will notify you of the changes and the potential impact of the changes at the earliest opportunity and take reasonable steps to minimise any adverse impact on you. You will still have the rights under **clauses 9.7.2 and 9.8.2** including the opportunity to transfer to another suitable course at the Delivery Provider and/or terminate your Student Contract with the University.
- 9.8.4 The University will take reasonable steps when making changes as a result of a pandemic or epidemic or other health emergency etc. so that the core competencies and learning outcomes of your Sub-contracted Course are still provided by the Delivery Provider. The University will ensure that the Delivery Provider also provides broadly equivalent teaching and assessment services and educational services by alternative means if reasonably possible, although the manner of delivery may need to change. Examples of possible changes as a result of a pandemic or epidemic or other health emergency etc. include the following (this is not an exhaustive list of examples that may be undertaken by the Delivery Provider):
- (a) providing teaching, assessment or other services wholly or partly online or via other remote means;
  - (b) moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries, lectures, seminars or laboratories);
  - (c) requiring students to comply with health and safety measures the Delivery Provider deems necessary which are specific to particular sites or activities, such as additional social distancing measures, or wearing of face masks or personal protective equipment;
  - (d) staggering attendance by students so that for part of a term you are not allowed to attend Delivery Provider's premises in person;
  - (e) varying, limiting or cancelling elements of course content, including reducing the number of optional modules available;
  - (f) varying, limiting or cancelling access to any services or facilities;
  - (g) varying, limiting or cancelling any learning experiences that would normally happen in-person (for example work in laboratories, studios, music facilities or via fieldwork or work-placement); and
  - (h) varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or work abroad or on a placement (including varying destinations) as a mandatory or optional component of courses. If a period of study

or work abroad, or other placement, has to be cancelled entirely then this includes moving a student to an appropriate degree course that does not include the time abroad or on placement.

- 9.8.5 Subject to the provisions explained above, no refunds, discounts, damages, waivers of Tuition Fees or other charges will be payable to you by the University where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The University will also not be liable for any consequential losses or expenses you may incur (for example travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

## 9.9 Discontinuance of a Subcontracted Course

### Prior to your enrolment

- 9.9.1 If the University discontinues a Sub-contracted Course, prior to your enrolment, the University will use reasonable endeavours to ensure the Delivery Provider offers, where possible, the following options:

- (a) transfer the offer to a suitable alternative course for which you are qualified;
- (b) defer the offer until the next available intake for the Sub-contracted Course; or
- (c) terminate the Student Contract and withdraw you from the Sub-contracted Course without any liability for Tuition Fees (even if the Cancellation Period has expired). You will be reimbursed for any Tuition Fees and/or deposit paid by you in accordance with the applicable Tuition Fee Policy.

### After your enrolment

- 9.9.2 Where it is necessary for the University to discontinue your Sub-contracted Course after your enrolment due to any exceptional and/or unforeseen circumstances (for example because of academic changes within subject areas or due to low student numbers on the Sub-contracted Course or because of legal or regulatory reasons), the University will undertake this in line with the University's [Student Protection Plan](#). Wherever possible we will work with the Delivery Provider to try to teach-out your Sub-contracted Course even if adjustments have to be made to the way your Sub-contracted Course is delivered.

## 10. Your obligations to the University

- 10.1 You must provide accurate information on application and enrolment (**students discovered to have falsified or misrepresented information may be liable to expulsion from the Sub-contracted Course**) and thereafter during the course of your studies. **You must always keep your personal information up to date on your student account**, for example if you change your correspondence address.
- 10.2 You must familiarise yourself with and adhere to the applicable University Policies and Regulations that are provided to you by the Delivery Provider (and also available here <https://www.uwl.ac.uk/about-us/policies-and-regulations>) and as revised from time to time. During the course of your studies with the Delivery Provider, we reserve the right to make

changes to our Policies and Regulations and to introduce additional documents, where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. The Delivery Provider will let you know when any changes are made. Any changes made to our Policies and Regulations will normally come into effect at the start of the next academic year but there may be circumstances where changes come into effect “in year” (for example to comply with our legal or regulatory obligations). The Delivery Provider will let you know when changes are made.

- 10.3 By enrolling on the Sub-contracted Course, you agree to abide by the **University’s Academic Regulations** which are available [here](#). The **University’s Academic Regulations** describe the academic regulatory framework of the University and provides information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.
- 10.4 You are expected to take responsibility for your studies, including attending all scheduled teaching and examinations, and submitting all assessments by the applicable deadlines as instructed by the Delivery Provider.
- 10.5 You are also required to abide by the Delivery Provider’s Policies and Regulations (as amended from time to time).
- 10.6 If you do not abide by the Delivery Provider’s Policies and Regulations outlined above, you may be subject to disciplinary action under the **Delivery Provider’s Student Disciplinary Procedures**.
- 10.7 For cases of academic misconduct including cheating, you will be subject to the University’s [Academic Offences Regulations](#).
- 10.8 **If you are studying in the UK on a Sub-contracted Course with the Delivery Provider and have been granted permission by the University to access the University’s premises you agree that:**
  - 10.8.1 you will take reasonable care of yourself and your safety, and the health and safety of other members of the University community and will co-operate with the University in fulfilling its obligations regarding health and safety;
  - 10.8.2 you will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University;
  - 10.8.3 you will carry your Student Identification Card with you at all times whilst on the University’s premises and present it to authorised University personnel if requested to do so and not allow any other person to use your Student Identification Card for any reason whatsoever;
  - 10.8.4 you will comply with any reasonable instructions issued to you from time to time by the University; and
  - 10.8.5 the general license for students to use the University’s land and buildings does not extend to a right to take up semi-permanent or permanent occupation of land or buildings for the purpose of protest, or for any reason which conflicts with the University’s purposes.
- 10.9 You must also abide by any other course specific requirements as set out in the course specific specification, handbook, associated terms and conditions, policies, or other documents. Where applicable, these include standards and requirements of professional bodies, accredited bodies, employers or relevant third-party providers.

- 10.10 It is your responsibility to seek help or raise concerns with the Delivery Provider if you are having difficulty in any area of your academic or pastoral life.

### **Freedom of Speech**

- 10.11 The University supports the principle of freedom of speech and expression within the law as one of the fundamental principles upon which a University is founded. The University also has regard to the need to ensure that students and staff have freedom to question, test and to put forward new ideas and controversial or unpopular opinions, without placing themselves at any risk. As a student of the University, you agree to comply with and behave in accordance with the University's [Code of Practice on Freedom of Speech](#). If you are studying on a Sub-contracted Course with a Delivery Provider outside of the United Kingdom, you agree to in addition comply with the laws of the country you are studying at in respect of freedom of speech and expression.

### **Acceptable Use Policy**

- 10.12 Where the University provides you with IT facilities and equipment to be used in the course of your study on the Sub-contracted Course with the Delivery Provider for teaching and research activities, we will use our reasonable efforts keep these facilities and equipment in good order and up to date with the appropriate anti-malware and security features to prevent data loss or disruption to your studies.

- 10.13 You are required to:

10.13.1 comply with the University's [Information Security Policy \(Including Acceptable Use Policy\) for Students](#) and any other specific requirements relating to the use of specific hardware, software, IT facilities and equipment or online services; and

10.13.2 take care when using the University's equipment (for example backing up work regularly, browsing carefully, not opening suspect links etc.).

- 10.14 The University will not accept liability for loss or damage suffered by you by any misuse of our IT facilities and equipment by you that compromises the integrity and security of these facilities and systems.

- 10.15 Students are not permitted to use the University's equipment or services for personal use (for example personal browsing, or errands, online shopping, or use of personal email or social media) and any such use shall be at your own risk and the University shall not be liable for any losses or damages incurred through such use.

## **11. Adherence to Immigration Rules**

**This clause is relevant to International Students studying with UK Delivery Providers only.**

- 11.1 If you are admitted under a UK Visa and Immigration ("UKVI") Student Route Visa, or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules, regulations and/or procedures relating to UKVI student visas, during the course of your studies at the Delivery Provider.

- 11.2 If you fail to demonstrate you have a valid immigration status to study in the UK or your UKVI student visa sponsorship is revoked by the Delivery Provider for non-compliance with immigration rules, the University will be entitled to terminate your registration on your Sub-contracted Course and terminate the Student Contract with you and without liability to you.

- 11.3 In the event the University has to withdraw you from your studies as a result of your non-compliance with the conditions as set out above in **clause 11.2, you will not be entitled to a refund of your Tuition Fees**. For students studying with a Delivery Provider in the UK, further information on Tuition Fee payment requirements, deposits and refunds for International Students is available in the University's [Tuition Fee Policy](#).

#### **Sponsorship under the UKVI Student Route Visa**

- 11.4 If you are an International Student, you will need a confirmation of acceptance of studies (CAS) to enable you to study in the UK or sponsorship for a student visa under the new immigration route.
- 11.5 The Delivery Provider is responsible for issuing CAS to international students/applicants or sponsorship for a student visa who have received an offer and who meet the criteria set out in the Home Office Immigration Rules.
- 11.6 The Delivery Provider will be responsible for monitoring your compliance with the terms of your visa and reporting issues to the Home Office.

#### **Other Immigration Status**

- 11.7 If you are a non-UK national, but not sponsored under the Student Route Visa, you will need to provide evidence of your right to remain in the UK to the Delivery Provider before you can be enrolled. The University will only accept Students whose application to remain in the UK has been approved by the Home Office and confirmed to the University by the Delivery Provider and reserves the right not to enrol students whose immigration status has still to be determined.

#### **EU/EEA Students (including Swiss nationals)**

- 11.8 EU or EEA (including Swiss nationals) students who are resident in the UK are required to have applied for the EU Settlement Scheme (immigration scheme established by UK government for EU, EEA and Swiss nationals citizens, and their eligible family members to obtain immigration permission to remain in the UK after 31st December 2020) in order to remain in the UK for their studies. New and continuing Students from the EU, EEA or Switzerland will need to be able to demonstrate their settled or pre-settled status and on request by the Delivery Provider must promptly provide evidence of their continuing leave to remain.
- 11.9 Those EU, EEA or Swiss nationals students who arrived in the UK **from 1<sup>st</sup> January 2021** onwards, are required to apply for a Student Route Visa in order to study on a course which is longer than 6 months in length (see **clauses 11.4-11.6** above).
- 11.10 Where a student does not have the appropriate immigration permission to study in the UK, (either under the EU Settlement Scheme, or student visa) or you fail to comply with any immigration conditions, the University may refuse to admit, enrol or re-enrol you and/or suspend or terminate the Student Contract.

#### **Immigration Compliance - Students studying overseas**

- 11.11 If you require a visa or other immigration permission for the purpose of studying on the Sub-contracted Course with a Delivery Provider outside of the United Kingdom you shall:
- 11.11.1 ensure that you have the appropriate immigration permission to study in the country of the Delivery Provider and demonstrate proof of your immigration

- status to the Delivery Provider on enrolment;
- 11.11.2 comply with the conditions of your visa and immigration permission; and
- 11.11.3 comply with the applicable immigration laws, rules and regulations and procedures during the course of your studies with the Delivery Provider.
- 11.12 If you fail to comply with clause **11.11.1** the Delivery Provider may refuse to admit or enrol or re-enrol you and/or withdraw your enrolment on the Sub-contracted Course, resulting in the termination of this Student Contract.
- 11.13 If you fail to comply with **clauses 11.11.2** and/or **11.11.3** the Delivery Provider may refuse to re-enrol you or withdraw your studies which would result in the termination of this Student Contract.
- 11.14 If you are withdrawn from the Sub-contracted Course under **clause 11.12** or **clause 11.13**, any refund of your Tuition Fees is subject to the Delivery Provider's Tuition Fee Policy (unless you have paid your Tuition Fees to the University in which case the **University's Tuition Fee Policy** will be applicable).

#### **Changes impacting immigration status - duty to update Delivery Provider**

- 11.15 You have an ongoing duty to keep the Delivery Provider informed immediately of any changes which impacts your immigration status (including for the purposes of **clauses 11.1** to **11.14** above) and on request by the Delivery Provider providing the Delivery Provider with copies of any correspondence with the UKVI and/or Home Office and/or the equivalent immigration authority in the country of your study.
- 11.16 If you are not able to provide evidence of your right to remain in the UK or your country of study at any point, when requested by the Delivery Provider, your Student Contract will be terminated.

#### **12. Disability Support**

- 12.1 If you have additional support needs, you are responsible for contacting the appropriate services provided/signposted by the Delivery Provider.
- 12.2 You are encouraged to contact the appropriate services provided/signposted by the Delivery Provider as soon as possible.

#### **13. Attendance, engagement, assessment and progression and other requirements to remain on the Sub-contracted Course**

- 13.1 In order to succeed on your Sub-contracted Course, you will need to:
  - 13.1.1 attend and engage on campus with your scheduled classes, examinations and other activities which form part of your Sub-contracted Course; and
  - 13.1.2 attend and engage with online sessions, materials, examinations and other activities which form part of your Sub-contracted Course.
- 13.2 The requirements for attendance and engagement will be outlined to you by the Delivery Provider.
- 13.3 **For students in the UK**, the University will monitor student engagement and progression during the course of your studies to ensure compliance with the course requirements, and regulations,

and for the purpose of confirming your attendance to the Student Loans Company, the Higher Education Statistics Agency and any other relevant bodies.

- 13.4 If your attendance or participation on your Sub-contracted Course is such that the Delivery Provider and/or University considers that you will be unable to successfully progress or complete the Sub-contracted Course, or you fail to respond adequately to the Delivery Provider's attempts to seek your re-engagement with your course of study, the University may withdraw you from the Sub-contracted Course. If you are withdrawn from your Sub-contracted Course due to non-submission or poor attendance, you will remain personally liable for the Tuition Fees for the year you are withdrawn, and any previously completed year where any Tuition Fees are outstanding.

13.5 The Delivery Provider may offer you financial assistance to enable you to cover the cost of your studies in the form of a scholarship, bursary, studentship, or other form of support. If you require such financial assistance you should contact the appropriate department at the Delivery Provider.

- 13.6 You must complete and submit all course work and assessments within the applicable deadlines as required and as outlined in your module study guides.

- 13.7 Students who fail their modules, or who do not submit to assessment, may not be able to progress as outlined in the University's [Academic Regulations](#).

#### **Apprentices & Sponsored Students**

- 13.8 Where your Sub-contracted Course is linked to your employment, (such as an apprenticeship degree), and your employment is terminated by your employer, the University reserves the right to withdraw you from the Sub-contracted Course and terminate the Student Contract.

#### **14. Placements**

- 14.1 If you are on a course with an integrated placement, the Delivery Provider will provide help and support to assist you in finding a placement. **However, it is your responsibility to secure a placement which must be approved by the Delivery Provider.**

- 14.2 If you fail to secure a placement, you should discuss alternative options with the Delivery Provider. You will normally be able to continue your studies by transferring to a course without the placement.

#### **15. Criminal Convictions**

##### **Students on Sub-contracted Courses requiring a DBS Check**

- 15.1 For courses leading to a regulated professional qualification or courses involving access to children or adults who are defined as 'vulnerable' by reason of the type of services provided to them, including, but not limited, to nursing and midwifery courses, **you must as a pre-condition of your admittance onto the Sub-contracted Course disclose all criminal convictions including but not limited to spent convictions, cautions, reprimands, warnings and bind-over orders to the Delivery Provider and a Disclosure and Barring Service** (if you are studying on a Sub-contracted Course with a Delivery Provider in the UK) ("DBS") Check or equivalent overseas checks (if you are studying on a Sub-contracted Course with a Delivery Provider outside of the UK) will be required ("**DBS Check**"). Any disclosures will be considered under the applicable policy of the Delivery Provider. **For students studying on a Sub-contracted Course with a Delivery Provider outside of the UK you are required to refer to the overseas Delivery Provider, the Sub-contracted Course specification, handbook or course webpage for any**

**information and requirements for providing the Delivery Provider with a DBS Check.**

- 15.2 **You have an ongoing obligation as an enrolled student to inform the Delivery Provider immediately if you are under investigation by the police and/or any health care establishment and/or receive any criminal conviction during your studies and/or there are changes to you status with the DBS or equivalent body overseas (where applicable). This disclosure will be considered under the applicable policy of the Delivery Provider.**
- 15.3 **Failure to disclose any relevant investigations and/or criminal convictions and/or changes in your status with the DBS or equivalent body overseas (where applicable) before or after your enrolment on the Sub-contracted Course could lead to termination of this Student Contract by the University under clause 6.2.**

#### **Students on Sub-contracted Courses that do not require a DBS Check**

- 15.4 When you are given an offer of a place by the Delivery Provider, you must disclose any relevant unspent criminal charges or convictions (examples set out in the Glossary below) to the Delivery Provider, in accordance with the applicable policy of the Delivery Provider. You have an ongoing duty to keep the Delivery Provider immediately informed of any unspent criminal charges or convictions received. The Delivery Provider will consider disclosed criminal charges or convictions in accordance with their applicable policy.
- 15.5 You should note that for some professions, such as being a registered psychologist or a solicitor or barrister, the relevant regulator may not allow registration for those with criminal convictions. **It is your responsibility to check your situation with the appropriate regulator if you are in this position.**
- 15.6 **Failure to disclose any relevant criminal charges or convictions when required to do so by the Delivery Provider could lead to termination of this Student Contract by the University under clause 6.2.**

#### **DBS Checks and fees**

- 15.7 Any required DBS Check must be obtained by you within the timeframe specified by the Delivery Provider.
- 15.8 You shall provide the results/certificate of the DBS Check to the Delivery Provider within the timeframe specified by the Delivery provider, and in any event you must provide the DBS Check results/certificate (if applicable) prior to commencing your Sub-contracted Course. Without submission of a DBS Check results/certificate, the course offer by the Delivery Provider will be considered “conditional” and the Delivery Provider reserves the right to withdraw its offer to you if the required DBS Check results/certificate is not received by the Delivery Provider within the timeframe specified by the Delivery Provider.
- 15.9 **For students studying on a Sub-contracted Course with a Delivery Provider in the UK:**
- 15.9.1 more information and guidance about obtaining a DBS Check can be found at [https://assets.publishing.service.gov.uk/media/6229db7e8fa8f526d45ab5a6/Quick\\_Guide\\_to\\_DBS\\_Checks.pdf](https://assets.publishing.service.gov.uk/media/6229db7e8fa8f526d45ab5a6/Quick_Guide_to_DBS_Checks.pdf).; and
- 15.9.2 you may use the Government service to obtain a DBS Check report at <https://www.gov.uk/>. You must ensure that this provides the correct level of DBS Check required for your course. You can check this by visiting <https://www.uwl.ac.uk/> to check if a DBS Check/disclosure is mandatory for your Sub-contracted Course.

- 15.10 **For students studying on a Sub-contracted Course with a Delivery Provider outside of the UK** you shall refer to the relevant overseas authority's website for more information and guidance about obtaining a DBS Check.
- 15.11 Any required DBS Check / certificate must be obtained at your own expense unless the Delivery Provider has agreed in writing to pay for your DBS Check / certificate. The University accepts no liability for the payment of such costs.
- 15.12 The cost of obtaining a DBS Check / certificate is not refundable in any case unless the Delivery Provider has agreed in writing to refund you the cost of obtaining a DBS Check / certificate. The University accepts no liability for any such refund.

## **16. Collection and Processing of Personal Data**

- 16.1 By entering into this Student Contract, you understand that the University and its partners, or agents, will use, process and share your personal data or information with each other in order for the University to meet its obligations to deliver education services to you under this Student Contract.
- 16.2 The University needs to collect, hold and process your personal data for the purposes of administering your award and all other services provided to you. **Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Blackboard, our virtual learning environment, and other systems) and financial data.**
- 16.3 Your personal data will be processed in line with the UK General Data Protection Regulations and the Data Protection Act 2018, the University's [Data Protection Policy](#) and the [Privacy Notice for Students](#).

## **17. Disclosure to Statutory/Public Third Parties**

- 17.1 The University is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the University may disclose student personal data to (this is an indicative not exhaustive list – for further detail see the University's [Privacy Notice for Students](#)):
- The Higher Education Statistics Agency (individualised statutory returns made by all Universities).
  - The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience.
  - Student Loans Company where applicable for Home Students only.

## **18. Intellectual Property**

### **Undergraduate and Postgraduate taught courses**

- 18.1 All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their course, normally belong to you ("**Student IP**"), subject to certain exceptions. These exceptions, include collaborate work (such as research collaboration projects), will normally include projects and dissertations where the work has

been supervised by the Delivery Provider's staff and creative and design projects, and this will be highlighted in the appropriate module study guide. Please refer to the Delivery Provider's appropriate policy.

18.2 For the purposes of teaching, research, internal administration, and other non-commercial use, you grant the University and the Delivery Provider the ability to use your assessments and works where you have created intellectual property (including Student IP).

18.3 Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

### **Apprenticeship Students**

18.4 For Students on apprenticeship courses, the intellectual property will belong to the employer if this is specified in the apprenticeship agreement or employment contract.

### **University's Brands and Trademarks**

18.5 The University's brands and trademarks are owned and licensed by the University.

18.6 Copyright in our Sub-contracted Course material and all other material on our website belongs to us. No part of our website or your Sub-contracted Course material may be copied, reproduced or republished in any form or by any means, without obtaining our prior written permission. We reserve the right to bring legal action against you if you breach this obligation.

## **19. Copyright**

19.1 The copyright in any work or design compiled, edited, or otherwise, brought into existence by a student as a piece of scholarly work, shall belong to the student, unless otherwise explicitly agreed at the outset of the project.

## **20. Complaints**

20.1 Should you wish to make a complaint, the Delivery Provider has in place a complaints procedure which set out how complaints may be made.

20.2 All complaints (non-academic and academic in nature) are dealt with in the first instance by the Delivery Provider. You must raise your complaint in accordance with the Delivery Provider's complaints procedure.

20.3 **Non-academic complaints** - If your complaint is non-academic in nature, and your complaint is not resolved satisfactorily with the Delivery Provider, at the end of the complaints process, you may refer your complaint to the Office of the Independent Adjudicator (OIA) if they are a member of OIA or the equivalent of OIA in the country where you are studying.

20.4 **Academic complaints** - If your complaint is about the standard or quality of a course, and your complaint is not resolved satisfactorily with the Delivery Provider, you can refer the complaint for a review by the University by writing to the University Secretary at [University.Secretary@uwl.ac.uk](mailto:University.Secretary@uwl.ac.uk). The University will review the complaint in accordance with the University's [Student Complaints Procedure Policy \(Students\)](#). If after exhausting the University's internal complaints procedures, and Completion of Procedures Letter has been issued, you remain dissatisfied you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA") which can be found [here](#) or the equivalent of OIA in the country where you are studying.

## **21. Appeals**

- 21.1 Should you wish to appeal against the outcome of an assessment board or academic misconduct panel, you must appeal directly to the University in accordance with the University's appeal procedure as set out in the **Appeal Regulations** section of the University's [Academic Regulations](#). You can find copies of the Appeal Forms in the 'Concerns and Complaints' section of the University's [Policies and Regulations](#) webpage.
- 21.2 Academic appeals are appeals in relation to (i) an assessment grade; (ii) the final Sub-contracted Course award; or (iii) outcomes of academic misconduct panel.

## **22. Events beyond our control**

### **22.1 Your attention is particularly drawn to this Section because it imposes certain restrictions on the University's potential liability to you.**

22.2 The University will do all that it reasonably can to fulfil its obligations as set out in these Terms and Conditions to appropriately enrolled students. Sometimes, circumstances beyond our control, mean that we cannot provide such obligations or services and we may need to make changes to your Sub-contracted Course and to related services we provide to you. This might be because of, for example:

- 22.2.1 the unanticipated departure or absence of or changes of key members of University and/or Delivery Provider staff or resource constraints;
- 22.2.2 changes in the availability of facilities;
- 22.2.3 significant changes to Higher Education funding (for example lack of or significant reduction in funding);
- 22.2.4 the acts or directions or guidance of any governmental or local authority;
- 22.2.5 non-availability of University and/or Delivery Provider staff (on a long term or short term basis, such as staff sickness);
- 22.2.6 requirements of external accreditation processes;
- 22.2.7 to ensure that the University complies with changes in the law or a court order;
- 22.2.8 to meet the requirements or guidance issued by a statutory or regulatory body (for example OfS or CMA) or a funding body;
- 22.2.9 where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it; and
- 22.2.10 to respond to an extraordinary or unforeseeable event over which the University has no control (for example severe weather, natural disaster, epidemic or pandemic, fire, flood, war, industrial action (which is not within the capacity of the University to resolve), civil or political disorder or unrest, nuclear, chemical or biological contamination, riot, terrorist attack or the threat of it, cyber attack, power failure, damages to facilities or equipment, failure of public utilities or transport systems/networks (for example train strikes).

22.3 In the circumstances set out above, the University will work with the Delivery Provider to take all reasonable steps to:

22.3.1 delivery your Sub-contracted Course in full, where this is possible; and

22.3.2 minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course at the Delivery Provider, or by delivering a modified version of the same course, but to the full extent that is possible under the general law or regulations.

22.4 The University shall not be liable to you for any loss, damage or expense resulting from any delay, variation or failure in the provision of your course by the Delivery Provider or any related services or facilities arising from circumstances or events beyond our control.

### **23. University's liability to you**

23.1 **Your attention is particularly drawn to this Section because it imposes certain restrictions on the University's potential liability to you.**

23.2 The University does not exclude or limit its liability arising from:

23.2.1 death or personal injury caused by the negligence of the University or its officers, employees or agents;

23.2.2 fraud or fraudulent misrepresentation; or

23.2.3 any other matter which the University is not permitted to exclude or limit liability for by law.

23.3 Subject to **clause 23.2**, whilst the University takes reasonable care to ensure the safety and security of its students whilst on University premises, and/or whilst using University services, the University cannot accept responsibility and expressly excludes liability for:

23.3.1 any loss or damage that does not flow naturally from a breach of its obligations under the Student Contract, except where such loss or damage is caused by our negligence;

23.3.2 any loss, theft, misuse, or damage to your property, including without limit, any motor vehicle, bicycle, personal equipment, such as mobiles, tablets, laptops, whilst such property is on University's premises. You are advised to insure your property against theft and other risks. In certain circumstances, you may need to take out other types of insurance, for example health insurance while on an overseas placement;

23.3.3 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;

23.3.4 death or personal injury that is not caused by negligence of the University or its officers, employees, or agents;

23.3.5 any failure or delay, for the consequences of any failure or delay, in performance of our obligations under the Student Contract, if such failure or delay is due to any event or circumstances beyond our reasonable control; and

23.3.6 changes to law or regulation that require a change of these Terms and Conditions.

23.4 For the avoidance of doubt, the University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.

23.5 **You acknowledge that Tuition Fees do not bear a direct relationship to teaching hours, contact hours or other easily measurable services.** A wide range of other educational, support and other costs are taken into account in Tuition Fees. Undertaking a course requires independent study, research and/or work by you, which is supplemented by teaching and contact hours. When it comes to the University's liability, Tuition Fees are primarily linked to the University enabling you to achieve the course learning outcomes rather than the provision of specific services or teaching or contact time.

## 24. Notices

24.1 Any notice given under this Student Contract shall be in writing (notice by email is acceptable).

24.2 The University will send any notice to you either by email to your Student email address, or if prior to registration, to such other email address which you have provided. Notice may also be sent to either your term-time address/home address. **You must keep your details up to date with the Delivery Provider and via the University's MyRegistry portal (where applicable).**

24.3 **You are required to check your University e-mail account regularly, as the University cannot be held responsible for the consequences of any messages you have not read.**

24.4 You must send any notices either by post to the University Secretary at University of West London, St Mary's Road, Ealing, London, W5 5RF, or by email to [University.Secretary@owl.ac.uk](mailto:University.Secretary@owl.ac.uk).

24.5 Any notice shall be deemed to have been served:

- (a) If delivered by hand when left at that address;
- (b) if sent via email, the effective date is the same day it was sent, unless it falls on a non-business day, in which case it is the next business day; and
- (c) if posted by pre-paid first-class post, on the second business day after being posted to that address.

24.6 The University may also draw your attention to important information through announcements on the University's website, virtual learning environment and through emails to the University's student population generally.

24.7 Please note that this **section 24** does not apply to the formal service of court proceedings or service of pre-action letter under any of the Pre-Action Protocols.

## 25. General

25.1 Each of the clauses of these Terms and Conditions operate separately. If any provision of these Terms and Conditions is or becomes illegal, invalid, void, or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions in these Terms and Conditions.

- 25.2 These Terms and Conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 25.3 Only you and the University are parties to the Student Contract. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of the Student Contract.
- 25.4 Failure or delay by you or the University to enforce a breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that or any other provision.
- 25.5 This Student Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of disputes relating to the Student Contract.

**Reviewed October 2025**

## Glossary of Terms

<b>Academic Regulations</b>	The University's Academic Regulations that guarantee the standards of all of the University's awards. The Academic Regulations are the responsibility of the Academic Board, and are reviewed and revised annually through the Academic Regulations Review Committee. See <a href="http://uwl.ac.uk/about-us/policies-and-regulations">uwl.ac.uk/about-us/policies-and-regulations</a>
<b>Applicant</b>	An applicant to the Delivery Provider to undertake a Sub-contracted Course at the Delivery Provider, this includes apprentices, International Student and Home Students unless otherwise explicitly excluded within the Terms and Conditions.
<b>Apprenticeship Agreement</b>	A contract entered into between the employer and employee (apprentice) for the purposes of an apprenticeship within the meaning of section A1 of the Apprenticeships, Skills, Children and Learning Act 2009.
<b>Apprenticeship Students</b>	Students undertaking a Higher and Degree Apprenticeship at the University.
<b>Blackboard</b>	Virtual Learning Environment accessible via the UWL Student Portal for course delivery, communication, learning materials, resources, activities and assessments. See <a href="https://www.uwl.ac.uk/current-students/online-learning-tools/blackboard-your-virtual-learning-environment">https://www.uwl.ac.uk/current-students/online-learning-tools/blackboard-your-virtual-learning-environment</a>
<b>Cancellation/termination of Student Contract</b>	The end of your legally binding agreement with the University regarding your course or degree apprenticeship or research and your permanent removal from your course/degree apprenticeship/research.
<b>CAS</b>	Confirmation of Acceptance for Studies is a document issued by the Delivery Provider confirming an unconditional offer of a place to study at the Delivery Provider and is required for student visa applications.
<b>Competition and Markets Authority (CMA)</b>	Is the competition law enforcement authority in the UK.
<b>Degree and Higher Apprenticeships</b>	A degree (or Master) course involving learning and on the job training; and (where applicable) end-point assessment, offered by the University.
<b>EEA</b>	European Economic Area consisting of member countries from EU and Iceland, Liechtenstein and Norway (excluding Switzerland).
<b>EU</b>	European Union countries.
<b>Home Fee Status</b>	Where a student is approved to pay Tuition Fees at the home rate in the UK.

<b>Home Students</b>	Those students who are eligible to pay Tuition Fees at the home rate based on government regulations for home fees for higher education courses. See guidance of the UK Council for International Student Affairs.
<b>Home Office</b>	The government body responsible for securing the UK border and immigration control.
<b>International students</b>	Any student who requires a visa or other immigration approval in order to study in the United Kingdom or in the country of the Delivery Provider.
<b>MyRegistry</b>	'MyRegistry' means the website provided for students to access their student record in order to enrol, re-enrol, update personal details and view results, etc. The website is located at <a href="http://uwl.ac.uk">MyRegistry (uwl.ac.uk)</a>
<b>Office of the Independent Adjudicator ("OIA")</b>	An independent body designated under the Higher Education Act 2004, set up to review student complaints. See <a href="http://www.oiahe.org.uk/">http://www.oiahe.org.uk/</a> .
<b>Office for Students (OfS)</b>	Is an independent public body that regulates higher education providers in England.
<b>Sponsor</b>	An external organisation such as an embassy, your employer or a government organisation who sponsors a student to undertake a course of study.
<b>Student</b>	A student of the University enrolled to undertake a Sub-contracted Course of study or research delivered or supervised by the Delivery Provider and includes apprentices, international and home students unless otherwise explicitly excluded or defined separately within the Terms and Conditions.
<b>Student Route Visa</b>	The new points-based immigration system introduced on 5 <sup>th</sup> October 2020, for International Students to apply for a student visa to study in the UK. Replaces the Tier 4.
<b>Sub-contracted</b>	Subcontracted provision is where the University approves a delivery organisation to deliver (and sometimes assess) part (or all) of a University course. The University retains direct responsibility for the course content, the teaching and assessment strategy, the assessment regime and the quality assurance. Students have a direct contractual relationship with the University and are University students as well as students of the ' <b>Delivery Provider</b> '.
<b>Terms and Conditions</b>	Are the terms and conditions set out above in this document.
<b>Tuition Fee</b>	Fees charged to Students for delivery of courses and services. Tuition Fees are normally paid by the student to the University or

	the Delivery Provider (where applicable) at the beginning of each academic year as part of the enrolment process. Tuition Fees do not include any <b>'additional fees or costs'</b> as set out in the <b>Terms and Conditions</b> .
<b>UKVI</b>	UK Visa and Immigration is a division of the Home Office responsible for the UK's visa system.
<b>Unspent criminal conviction</b>	After a certain amount of time (known as a rehabilitation period), a criminal conviction becomes 'spent' and can be ignored. There are different rehabilitation periods depending on how old you were when you were found guilty by a Court and on the sentence or punishment you were given. An unspent criminal conviction is an offence for which the applicable rehabilitation conviction period has not ended and will appear on a basic criminal record check.
<b>Validation</b>	A process by which the University judges a module or course developed and delivered by another organisation and approves it as being of an appropriate academic standard and quality to contribute to, or lead to, one of its awards. Students will have a direct contractual relationship with the delivering organisation <b>'Delivery Provider'</b> and not the University.