

Incoming Exchange Programme Student Terms and Conditions

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1. About

- 1.1 The University of Westminster is a charity and a company limited by guarantee. Registration number: 977818 England. Registered Office: 309 Regent Street, London W1B 2HW. Telephone: +44 (0) 20 7911 5000 (“the University”, “us”, “we”)
- 1.2 The University is regulated by the Office for Students (“OfS”).

2. The Contract

- 2.1 These terms and conditions apply to all Incoming Exchange Programme students joining the University in 2022/23. By enrolling onto a programme, you are entering into a legally binding contract with the University and confirming that you agree to these terms and conditions and you should keep a copy for your own records.

3. Your Rights and Obligations

- 3.1 In agreeing to these terms and conditions you are also agreeing to familiarise yourself with and adhere to all of the University’s Regulations, policies, procedures and rules. These include but are not limited to the Admissions Policy, Freedom of Speech Policy, Equality and Diversity Policy, Academic Regulations, relevant Covid advice and policies such as those detailed on the Coronavirus Response sections of the website, Student Charter and the Student Code of Conduct. A full list of relevant policies and regulations can be found at the end of this document.
- 3.2 The University will, for the duration of your enrolment on the programme, provide services in accordance with the published programme Information, Policies and Regulations. The details of the programme registration period (date of commencement and expected duration of studies) are available in the published materials e.g. prospectus and website.

3.3 If you fail to adhere to any of the above mentioned policies, rules, procedures or obligations placed upon you, then you may be subject to disciplinary action and the University is entitled to terminate your enrolment.

4. Documentation Required

4.1 In order to receive an offer to study and subsequently be able to enrol, students are required to provide personal identification as well as academic documents.

4.2 At the application stage, you are required to confirm that you have provided accurate details of your highest formal qualification and all relevant previous study on your application form.

4.3 On request, you are required to present your passport, as confirmation of your identity. You may also be required to present your original qualifications as listed on your application form.

4.4 We are required to keep copies of passports and visas for all students who require any type of visa to reside and study in the UK. Original documents, showing evidence of your entitlement to study and the length of your permission to stay in the UK, will be requested for scanning at enrolment and subsequently at the various checkpoints throughout your period of study.

4.5 Failure to provide any of the documentation required may result in cancellation of the contract or withdrawal of the offer on written notice to you.

5. Enrolment

5.1 You are required to enrol as a student at the University for the duration of your studies.

6. Students Requiring a Visa to Study in the UK

6.1 When you apply to participate in an Incoming Exchange programme, you are giving the University permission to contact the Home Office and to discuss your immigration status at any point throughout your period of registration at the University.

6.2 It is your responsibility to ensure that you comply with the conditions of your visa and maintain valid leave to study in the UK for the duration of your programme. Your enrolment at the University may be suspended or cancelled if you fail to comply with the conditions of your visa or cannot demonstrate your entitlement to study in the UK.

You agree to:

- provide the University with your contact details in the UK (address, telephone number, mobile number and email address) and to update these as necessary
- attend all lectures, seminars and any other scheduled term time study
- produce your passport, visa and original qualifications for checks upon request.

- Attend all mandatory checkpoints for students who require a visa to stay in the UK.
- inform the Education Abroad Team of any change in your immigration status or changes in personal circumstances which affect your visa.
- provide evidence that you have left the UK or have transferred to another UK university if you leave the University before the end of your course.
- inform the Education Abroad Team of any absence, whether planned or otherwise, and provide medical evidence on request.

Advice and up to date visa guidance can be found on our [Visa page](#).

- 6.3 You are aware of the University's requirement to report to the UK Home Office any instance of non-attendance, period(s) of absence, change of course, discontinuation of study and early completion for Student Visa students. All Student Visa students are required to notify the Visa Compliance Team of any changes as soon as possible.
- 6.4 Failure to adhere to these terms and conditions may lead to the University withdrawing you from your programme and informing the Home Office that we are no longer sponsoring your visa.

7. Fee Liability and Cancellation

- 7.1 Incoming Exchange Programme students, coming from a partner institution where their nomination has been accepted, are not liable for tuition fees. As you are not paying tuition fees to us, all queries relating to your fees should be referred to your home institution. We are not responsible for refunding fees to you in any circumstances.
- 7.2 You may be required to pay some additional costs. Additional costs include field trips, course materials and miscellaneous expenses.

8. Your Right to Cancel

- 8.1 You may withdraw from the University at any time by submitting formal notification to educationabroad@westminster.ac.uk. Appendix A of this document provides a model cancellation form to assist with the withdrawal process.

9. Our Right to Cancel or Amend

- 9.1 It may be necessary for the University to cancel or amend the contract in the following circumstances:

- a) If the University becomes aware of you having submitted fraudulent documents in support of an application to study.
- b) If, after commencing studies, you fail to progress and cannot continue for academic reasons.

9.2 Changes to an Offer

9.2.1 The University reserves the right to make changes to an offer at any time before it has been accepted.

9.2.2 If the University is required to change any aspect of the programme before the point of acceptance, the University will inform you in writing at the earliest possible point, detailing what has changed and why, to minimise any potential disruption.

9.3 Changes to a Programme Prior to Enrolment

9.3.1 The University reserves the right to make changes to a programme prior to enrolment for the following reasons:

- a) To comply with the changing needs of external bodies. These include Professional, Statutory and Regulatory and accreditation bodies.
- b) To comply with any change in law
- c) To improve programme quality in response to student feedback
- d) To improve programme quality in response to external examiner feedback
- e) To ensure the programme content remains relevant and up to date
- f) In response to module availability
- g) In response to an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to a change to a programme.

9.3.2 Where a change is necessary, full details of what has changed will be provided to you at the earliest opportunity. Communication of changes will include details of what elements have changed and how this will affect you as an offer holder.

9.3.3 Should you be unhappy with the changes, the University will use reasonable endeavours to provide suitable alternative modules within the University.

9.4 Suspension of a Programme Prior to Enrolment

9.4.1 The University reserves the right to suspend (not run) a Programme prior to enrolment, including where an applicant has been made an offer, in the following circumstances:

- a) Due to withdrawal of relevant accreditation
- b) To address concerns with student experience
- c) In response to changing requirements within the subject discipline and any subsequent issues of inadequate resources

d) Insufficient numbers of suitable applicants and acceptances

e) Due to the impact of an event outside our control – e.g. if there are particular restrictions or requirements arising from the Coronavirus pandemic that lead to the suspension of a programme.

9.4.2 Notification of all decisions to suspend a programme will be sent to you by email at the earliest possible point, providing details of why the decision was made, how it will affect you and giving details of all available options.

9.4.3 Should the University take the decision to suspend a programme prior to enrolment, you will be given the option to:

a) transfer your offer to a suitable alternative within the University, provided you meet all of the required entry criteria

b) defer your offer until the next available intake

c) withdraw from the offer without penalty

In all circumstances the University will use reasonable endeavours to provide assistance to minimise any disruption.

9.5 **Changes to a Programme Following Enrolment**

9.5.1 All efforts are made to limit changes to programmes once you have enrolled. However, the University reserves the right to make changes as per 9.3.1 (above).

9.5.2 Where changes are necessary all relevant students will receive communication to explain why the change is required and how it will impact on them.

9.6 The University will endeavour to remain open and functioning as normal to the best of its ability. In certain circumstances due to unforeseen events, the University may need to close some or part of or all of its buildings or campuses and/or to interrupt or suspend the delivery of some or all of its services and programmes.

9.7 In circumstances where such closure or disruption is due to events outside of the University's control such as events which pose a threat to public or national health or safety (e.g. a pandemic), acts or threats of terrorism or war, extreme weather events, natural disasters, large scale public disturbances and mass action, the University cannot be held legally responsible or contractually liable to its staff and students for any resulting consequences.

9.8 Where at all possible, the University will take all reasonable steps necessary to minimise the disruption to its staff and students. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.

10. **Data Protection**

- 10.1 Under applicable data protection legislation you have the right to view and check the information we hold on you. As a student you also have the responsibility to ensure that this information (e.g. contact details) is accurate and up-to-date.
- 10.2 Requests for personal data can be made in the form of a Subject Access Request. Details of how to submit a request can be found on our [data protection pages](#). Specific information relating to how your data is used as an exchange student can also be found [here](#).
- 10.3 The University complies with applicable data protection obligations in its use of your data. Enrolment information provided by you forms the basis of your student record. This is subsequently used in the administration of your programme and in the provision of the University's services, support and facilities, and to support University's Students' Union (UWSU) elections. For further information, see our [information compliance page](#).
- 10.4 When applying to the University of Westminster or with our international partners and third-party providers with whom we work, information about you will be shared with authorised persons to resolve issues relating to your application, enrolment, accommodation, studies, health issue and any related specific programme requirement, for example social programmes.
- 10.5 The University is obliged to send student data to relevant government agencies for their use, such as the Higher Education Statistics Agency (HESA) and the OfS and the UK Visa and Immigration Department (UKVI). To help inform prospective students' choices, the findings of the National Study Survey (NSS), Graduate Outcomes survey, student entry qualifications, progression and degree classification data are published on the Unistats comparison website.
- 10.6 You understand that by enrolling with the University, you will also become a member of the University of Westminster Students' Union (UWSU) and will receive communications about their activities. If you wish to opt-out, you will be able to do so by notifying the Registry for your college/school. Providing the opt-out request is received before the end of the enrolment month no information will be shared with the UWSU.

11. Complaints

- 11.1 The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our [Complaints page](#).
- 11.2 For enrolled students, see the [student complaints procedure](#).
- 11.3 Should you exhaust the University's internal complaints procedures but remain unhappy with the outcome, you have a right to complain to the Office of the Independent Adjudicator whose website is it www.oiahe.org.uk.

List of Regulations, Policies, Procedures and Rules

[Academic Integrity Policy](#)

[Academic Regulations](#)

[Academic Regulations for Research Degrees](#)

[Admissions Policy](#)

[Applicants Complaints](#)

[Code for Research Good Practice](#)

[Code of Practice Governing the Ethical Conduct of Research](#)

[Coronavirus Response](#)

[Criminal Convictions Policy](#)

[Data Protection Policy](#)

[Fitness To Practice Regulations](#)

[Fitness to Study Procedure](#)

[Framework for Research Governance](#)

[Freedom of Speech Code of Practice](#)

[Intellectual Property Policy](#)

[IT Security & Use Policy](#)

[Library Regulations](#)

[Records Management Policy](#)

[Research Student Handbook](#)

[Single Equality Policy](#)

[Smoking Policy](#)

[Student Code of Conduct](#)

[Student Complaints Procedure](#)

[Student Disciplinary Procedure](#)

[University Engagement and Attendance Policy](#)

Appendix A

Model Cancellation Form

(The following provides a model cancellation form. You should only complete and return this form if you wish to cancel your place and withdraw from the contract within the 14 Day Cooling Off period.)

Please return this form to the Education Abroad Office via post or email:

*University of Westminster
Education Abroad Office
115 New Cavendish Street
W1W 6UW London UK*

Email address: educationabroad@westminster.ac.uk

Dear Education Abroad Office,

Please accept this communication as official notification of my wish to cancel my contract with the University of Westminster within the 14 day cooling off period in accordance with my rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Name:

Address:

Student Number:

Date of acceptance of place of offer:

Signature:

Date: