

**University of Westminster**  
**Students Terms and Conditions 2016/17**

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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 Higher Education Funding Council for England (“HEFCE”).

**2. Legally Binding Contract**

- 2.1 These terms and conditions apply to all students at the University and by accepting a place on a course you are entering into a legally binding contract with the University.
- 2.2 Upon acceptance of an unconditional offer, you are confirming that you agree to these terms and conditions and you should keep a copy for your own records.
- 2.3 Under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013), you have a Cooling Off period of 14 calendar days after your acceptance of an unconditional offer in which to change your mind, cancel the contract and withdraw from the course (“Cooling Off Cancellation”).

**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, 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 course, provide Services in accordance with the published Course Information, Policies and Regulations. The details of the course registration period (beginning and end date) are available in the published materials e.g. prospectus and website.
- 3.3 You are required to adhere to the specific requirements of the offer letter and course for which you have applied.
- 3.4 Students with unspent criminal convictions are required to declare these on their application form. If the University becomes aware of any omission in this regard, any related offer of a place may be withdrawn with immediate effect and without financial compensation.
- 3.5 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 At enrolment, you are required to present your passport, as confirmation of your identity. You are also 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 will need to enrol and subsequently re-enrol every academic year in order to continue your course of study with the University and maintain your student rights and privileges.
- 5.2 Your re-enrolment is subject to satisfactory academic progress on your course.
- 5.3 Tuition fees are due at enrolment. You may not be able re-enrol with the University if you have any outstanding tuition fees.

## **6. Students Requiring a Visa to Study in the UK**

- 6.1 All applicants who require Tier 4 sponsorship, apart from those whose fees are being paid via a recognised sponsor scheme, must pay a minimum tuition fee deposit of £4,000 before the Confirmation of Acceptance for Studies (CAS) can be issued.
- 6.2 The full course fee is displayed on the CAS. In addition to the initial deposit, international students are expected to pay the remaining outstanding balance as shown on the CAS and all published information.
- 6.3 When you apply for a place on a course, 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.
- 6.4 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 course. 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. Checkpoints are normally held in December and March
- inform the Tier 4 Team of any change in your immigration status or changes in personal circumstances which affect your Tier 4 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 Tier 4 Team of any absence, whether planned or otherwise, and provide medical evidence on request.

Advice and up to date Tier 4 guidance can be found on our [Tier 4 Visa page](#).

- 6.5 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, early completion, and the work placement details for Tier 4 students. All Tier 4 students are required to notify the Tier 4 Team of any changes as soon as possible.
- 6.6 Failure to adhere to these terms and conditions may lead to the University withdrawing you from your course and informing the Home Office that we are no longer sponsoring your visa.

## **7. Fees**

- 7.1 You accept and confirm that you are aware of the fees and charges relating to your course of study, as per the published information, and that you are in a position to meet such charges on the due dates for payment.
- 7.2 You understand that fees are quoted for the current year only and may vary slightly from one year to the next. Providing that you complete your course without retaking a year, the tuition fees will only increase by a maximum of the annual rate of inflation to reflect the increased costs of delivering the course.
- 7.3 Where fees are payable directly to the University, you will be personally liable if your sponsor or Student Finance England, at any time, fail to pay any fees and charges that are due.
- 7.4 If your tuition fees are to be paid for by a sponsor, you are required to submit a letter from your sponsor confirming their commitment at enrolment and at the beginning of each subsequent year of your studies. Further information on Student Loan funding entitlement can be found on our [fees and funding web pages](#).
- 7.5 Failure to pay your fees by the specified date may result in your ID card being de-activated, preventing you from accessing University facilities (including access to buildings and online resources). Please note that, in these circumstances, external debt collection agencies may also be engaged.
- 7.6 Any changes to fees will be clearly communicated to you in advance by the University. Please see section below on Fee Liability and Instalments.

## **8. Fee Liability, Instalments and Cancellation**

- 8.1 The Cooling Off Cancellation period of 14 calendar days after your acceptance of a place is without financial liability provided clause 8.2 does not apply.
- 8.2 If you accept an offer **less than 14 days before the start of a course**, including acceptance of a place **after the course has started**, (“Late Acceptor”) you accept and expressly agree that the University will provide contractual services, i.e. commence the course and enrolment procedures, before the end of the 14 day Cooling Off period. A Late Acceptor is still entitled to cancel the contract and withdraw from the course within the 14 day Cooling Off period, but if such Cooling Off Cancellation occurs after the course has started you will be liable to pay a pro rata proportion of the fees as shown in the table at clause 8.4
- 8.3 Subject to the date of receipt by the appropriate Faculty Registry of formal written notification of cancellation and withdrawal within the ‘Cooling Off’ time frame, there will be no tuition fee liability and any fees paid will be refunded provided clause 8.2 does not apply.
- 8.4 Fee liability payment dates for students starting in September 2016

<b>Period Description</b>	<b>Period Details</b>	<b>Annual Fee Liability for SLC funded students paid for by the SLC</b>	<b>Annual Fee Liability for non-SLC funded students</b>
<b>Cooling-Off Pre-Enrolment</b> First two weeks after acceptance of a place	First 14 calendar days after acceptance of a place and before date of enrolment	0%	0%
<b>Post Enrolment</b> First two weeks after published enrolment date	Date of enrolment to 14 calendar days after enrolment	0%	0%
<b>First Semester</b> After Post Enrolment and before the start of second term	15th calendar day after enrolment to 17 January 2017	25%	50%
<b>Second Semester</b> Before the start of third term	18 January 2017 to 15 April 2017	50%	100%
<b>Third Semester</b> After the start of third term	16 April 2017 onwards	100%	100%

8.5 Liability for tuition fees and eligibility for fee refunds depend upon the date of receipt of formal written notification of cancellation and withdrawal by the appropriate Faculty Registry.

8.6 Non-payment of fees owed will be subject to the University's Student Debt Management Policy

## **9. Your Right to Cancel**

9.1 The contract between the University and student begins at the point at which an unconditional offer is accepted by the student. Within 14 days of this acceptance the student has the right to cancel in accordance with section 8. Students must provide formal written notification of cancellation and withdrawal within this timeframe.

9.2 Appendix A of this document provides a model cancellation form in order to assist students who wish to cancel a place on a course within the Cooling-Off period.

- 9.3 If you **cancel before enrolment**: Cancel via Admissions.
- If you **cancel after enrolment**: Cancel via the appropriate Faculty Registry.
- 9.4 Students should keep a copy of written cancellation notification and any acknowledgement subsequently received from the University.
- 9.5 If you cancel during the Cooling Off period and if you have paid a deposit you are entitled to a full refund. The provisions of clause 8.2 apply to Cooling Off Cancellation after enrolment.
- 9.6 In addition to the right to cancel within the Cooling Off period, students may cancel as per clause 9.3 above if:
- a) The University fails substantially to meet its contractual obligations as set out in these terms and conditions and is unable to correct the problem within 14 days of being requested to do so.
  - b) An event outside of the University's control means the University is unable to provide the services for a period of 14 continuous days or more.
  - c) An event outside of the student's control prevents a student from engaging in the course for a period of 16 continuous weeks or more.

## **10. The University's Right to Cancel or Amend**

- 10.1 It may be necessary for the University to cancel or amend the contract in the following circumstances:
- a) If the University becomes aware of a student having submitted fraudulent documents in support of an application to study.
  - b) If, once you have commenced studies, a student fails to progress and cannot continue for academic reasons.
  - c) If a course entitles a student to registration with a professional body and the requirements of registration change before the student has completed the course. e.g. an additional module is required.
- 10.2 If the University is required to change any aspect of the offer before the point of acceptance or to the course itself once a student has accepted, the University will inform the student in writing at the earliest possible point to minimise any potential disruption.
- 10.3 If the University makes any substantial and material changes to a course a student may terminate the contract without penalty. In practice this means either switching courses or withdrawing from the University and seeking a new education provider. In either instance the University will assist with the process.

- 10.4 The University will endeavour to remain open and functioning as normal to the best of its ability. In certain circumstances, the University may be forced 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 courses.
- 10.5 In circumstances where such closure or disruption is due to unforeseen events or those outside of the University's control such as events which pose a threat to public or national health or safety, 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.
- 10.6 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.

## **11. Data Protection**

- 11.1 Under the Data Protection Act 1998 ("DPA") a student has the right to check the information held about them, but students also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date.
- 11.2 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](#).
- 11.3 The University complies with the DPA in its use of student's data. By completing enrolment students give permission for their information to form the basis of their student record. This will be used in the administration of their course 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](#).
- 11.4 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 Higher Education Funding Council for England (HEFCE) and the UK Visa and Immigration Department (UKVI). To help inform prospective students' choices, the findings of the National Study Survey (NSS), the Destinations of Leavers from Higher Education survey (DLHE), student entry qualifications, progression and degree classification data are published on the HEFCE-owned Unistats comparison website.
- 11.5 All students agree to the provision of a Higher Education Achievement Report (HEAR) online transcript. See the [HEAR webpage](#) for further details.
- 11.6 You understand that by enrolling with the University, you automatically 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 once you have enrolled.

## **12. Complaints**

- 12.1 The University operates robust complaints procedures for applicants and students. Find details of how applicants can make a complaint on our [Complaints page](#).
- 12.2 For enrolled students, see the [student complaints procedure](#).
- 12.3 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](http://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](#)**

**[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

### 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.)*

If you would like to **cancel before enrolment** please return this form to the Admissions Team via post or email:

Course Admissions  
University of Westminster  
Second Floor, Cavendish House  
101 New Cavendish Street  
London W1W 6XH

Email: [admissions@westminster.ac.uk](mailto:admissions@westminster.ac.uk)

If you would like to **cancel after enrolment** [please return this form to the appropriate Faculty Registry via post or email.](#)

Dear Faculty Registry,

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 offer:

Signature

Date