



University of
Salford
MANCHESTER

Terms and Conditions

Effective August 2019

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Introduction

These Terms and Conditions apply to all students who are studying taught or research programmes with us and set out the provisions that are central to our relationship with you. You should read these Terms and Conditions very carefully as they contain important information, but particular attention is drawn to the paragraphs in **bold**.

If you want more information or are unsure about anything in these Terms and Conditions, please see the dedicated zone on our [website](#).

If you are a higher or degree apprenticeship student, then the terms and conditions which apply to you are [here](#).

1. Your contract with us

- a. You will have a legally binding contract with us on the date you accept the offer in our offer letter. If the offer is conditional, this will be the date that you have fulfilled all of the conditions applicable to your first year of study which are specified in our offer letter (provided that in each case the date is within any timescale we have specified in our offer letter):
 - **You must register with us before the start of each year of study following the instructions we will give you. Only students who are registered will have access to our facilities and services. Your contract will be cancelled if you do not register for any year of study within the registration period and an interruption of study (break in learning) has not been agreed by us. This period ends 2 weeks after your programme starts in each year of study.**
 - If you change your mind after registering for the first year of study, you may cancel your contract at any time up to the end of the registration period (see paragraph 6 below). If you decide to cancel your contract you will lose any non-refundable deposit (see below) but we will give you a full refund of the fees that you have paid. Depending on the date your contract was made, you may also have a statutory right to cancel after the registration period has ended. If you cancel after the end of the registration period without a statutory right to do so, you may be charged. (Check below for further details about your rights to cancel).
 - You will only have one contract with us in respect of your programme and no new contract will be created when you register for any future years of study.
- b. The contract will comprise the following:
 - these Terms and Conditions;
 - our '[Key Facts about Fees](#)' document which tells you everything you need to know about fees, increases and refunds.
 - our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);

- information on [Course Finder](#) (which supersedes and takes precedence over information about your programme which is in our prospectus – see below);
- our Student Charter and Student Code of Conduct which set out what you can expect from us and the behaviours, commitment and input that you will need to drive your academic success and student journey; and
- all of the other Rules and Regulations which apply to all students and which are accessible via links below.

The purpose of the above documents is so that you can understand what is expected of you and can hold us to account if we do not deliver what we have promised.

The above documents are listed in descending order of priority and that order of priority will be applied to resolve any conflict or inconsistency between any of the documents.

Unless you have a good reason for not doing so, you must attend all timetabled and scheduled events for your programme and your compliance may be monitored. Failure to meet the minimum attendance and participation requirements may result in cancellation of your contract and your removal from the programme.

2. Fees and payment

- a. **The tuition fees for each year of study are set out in your offer letter. Increases may apply (see [‘Key Facts about Fees’](#)).**
- b. If you are sponsored:
 - tuition fees must be paid at the start of each year of study. Payment by instalments is not an option;
 - you remain responsible for payment of tuition fees and we may invoice you personally for any unpaid balance;
 - you must provide us with a letter from your sponsor before each year of study which confirms the payment of tuition fees for that year of study; and
 - you authorise us to disclose relevant information about you/your studies to your sponsor unless you notify our Head of Income & Treasury Management that you do not wish disclosure to be made. This can be done either by post to the University of Salford, University House, The Crescent, Salford, M5 4WT or by email to income-treasury@salford.ac.uk. On receipt of notification, you will be classed as a self-funding student and personally responsible for paying your tuition fees.
- c. **Tuition fees for each year of study must be paid in full before the date that year of study starts or (provided that you set up a recurring debit or credit card payment or UK bank direct debit before the date that year of study starts) by 5 equal monthly**

instalments (the first instalment will be on the 25th of the month immediately following the month in which that year of study starts). Students who provide evidence of receipt of a postgraduate loan from the Student Loans Company are able to set up a payment plan to coincide with their scheduled loan payments.

- d. (Students from outside the United Kingdom/European Union who are not being sponsored.) It is a condition of your contract that you must pay us the deposit specified in your offer letter for each year of study. You must register within the registration period for that year of study (this period ends 2 weeks after your programme starts) and pay the deposit on or before registration. Failure to pay your deposit on time may result in you being unable to register. A deposit is refundable only in respect of your first year of study and only if:
- you satisfy us that you have not already used our confirmation of acceptance for studies letter to obtain a visa or, having used that letter, you are refused a visa (unless the reason for refusal is your use of fraudulent or misleading information or documents); and
 - you paid the deposit using a lawful payment method.
- e. We take debt recovery action for unpaid fees. Your account may be referred to a debt collection agency and this may result in legal action being taken against you. The following also applies:
- Unpaid tuition fees: Your assessment results may be withheld, you may not be allowed to continue with your programme, you may be prevented from registering for the next year of your programme or from receiving an award or from attending a graduation ceremony.
 - Other unpaid fees: you may be prevented from attending a graduation ceremony.
- f. If you have to re-take any module or repeat any year of study, you will be charged additional tuition fees which will be the amount payable by students starting that module or year of study at that time.
- g. You must pay us other additional amounts in certain circumstances, e.g. library fines and (if applicable to your programme), examination fees, bench fees, material costs and field trip costs (for programme specific information please refer to the Fees and Funding, additional costs section, of the programme entry in [Course Finder](#)). A fee of £100 also applies to re-connect to our IT system if you have been disconnected as a result of misconduct.
- h. Cancellations, interruptions and suspensions of study will not be back-dated so you will continue to be charged tuition fees for the period up to and including the date we receive formal notification from you.
- i. Where your contract is cancelled, but we subsequently agree that you may re-join

your programme, you must pay all tuition fees in full before resuming your programme.

- j. Refunds will be paid, by the same method of payment, to the payer of the fees to which the refund relates.
- k. No discount on your tuition fees is given where you join the programme late.

3. Programme Information

- a. The key information you need about your programme (including the programme title, length, modules, tuition fees/other costs and contact hours) is in [Course Finder](#) and your offer letter. Information for students from outside the United Kingdom and European Union and for students with disabilities is available [here](#).
- b. As our prospectus is published so far before the start of the application process to give you information about your options, certain changes are unavoidable. [Course Finder](#) and your offer letter, rather than our prospectus, should be regarded as the sole sources of information to be relied on as they contain the most current and definitive information you need.

4. Rules and Regulations

- a. **By accepting our offer, you agree to abide by our [Academic Regulations](#) (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures (see paragraph 23).** We reserve the right to make changes to our regulations, policies and procedures and to introduce additional documents (normally before the start of a year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will let you know where changes are made.
- b. New requirements which you must comply with may be introduced, or changes to existing requirements you must comply with may be made, where they are imposed by law or a third party (e.g. an accrediting professional body) or they reflect current good practice. We will give you notice of any which apply to you. If there are particular requirements for your programme that you must comply with, they will be specified in our offer letter.
- c. If you are studying a programme to practise a particular profession, or are applying for registration with a professional body, any concerns about your fitness to practice will be considered under our [Fitness to Practise Procedure](#). (Note: in addition to our Rules and Regulations, you must also comply with the Rules and Regulations of the applicable professional body).
- d. The qualification you leave with will depend on the level of your programme, the credits/marks you obtain and the threshold of classification you reach as set out in our [Academic Regulations for Taught Programmes/Academic Regulations for Research Programmes](#)

- e. Assessment outcomes are confirmed by Examination Boards. You may submit an academic appeal against a decision reached by an Examination Board, but specified grounds and time limits apply (see [Academic Appeals Procedure](#)). If you submit an appeal, you may be prevented from progressing on your programme pending the outcome. If your appeal is unsuccessful and the delay means you have to resume your programme in the next year of study, you must pay the difference between the tuition fees you have already paid and the tuition fees which are payable by other students taking the programme in that year of study.
- f. Ideally you should read all of the applicable rules, regulations, policies and procedures (see paragraph 23) before you accept an offer but, because there is a lot of information for you to absorb (some of which you may only need to know at a later stage or some of which may never be relevant to you), we have tried to identify both in these Terms and Conditions and in [‘Key Facts about Fees’](#), the key points you need to know and to signpost more detailed information so you can find it if needed.
- g. We have a duty of care to our staff, students, visitors and others involved with University activities who may come into contact with our students and a duty to safeguard children and vulnerable adults who may be on campus. For this reason we require all of our students to disclose any relevant unspent criminal convictions once they have accepted an offer of a place and we will then consider the impact of any criminal convictions that are disclosed. You must make the disclosure as soon as possible after you have accepted an offer and at least 30 days before the scheduled start date for your programme (or straightaway if there are fewer than 30 days before that scheduled start date).

A criminal record may not, in itself, prevent you from studying a programme. However, if we decide that the disclosed criminal conviction(s) mean that you pose a threat to our staff, students, visitors or others involved with University activities with whom you may come into contact or that allowing you to study a programme would be contrary to law, then we will cancel your contract and remove you from the programme. For further information see our [Applicant and Student Criminal Convictions Policy](#).

Failure to disclose this information, or disclosure of incorrect or misleading information, could also result in cancellation of your contract and your removal from the programme (see paragraph 7).

We accept no responsibility for any adverse consequences which result from cancellation of your contract and your removal from the programme.

- h. If your programme requires you to undergo a Disclosure and Barring Service (DBS) check your place on the programme will be conditional on such check being satisfactorily completed. We are not responsible for any delay in carrying out the check unless it is solely our fault. The DBS check is in addition to any disclosure that you are required to make under paragraph 4g.
- i. We use IT facilities to deliver your programme (including assessments) and, in using

our IT system, you must comply with our [IT Acceptable Use Policy](#). In particular, you are responsible for all activity on your user account and your password must be kept secure. Monitoring of your account may be carried out to ensure there is no misuse. Misuse is punishable with penalties including blocking of your account.

5. Withdrawal of/changes to programmes and modules

- a. **Occasionally programmes may need to be materially changed or withdrawn after offers have been accepted.** If this happens we will give you notice as soon as reasonably practicable and will do what we can to mitigate any adverse effects. This is unusual but can happen where:
- the change is beneficial to students; or
 - the programme is not viable to run or will not give students the appropriate educational experience (such as where there is insufficient take-up by students) or where funding or (if your programme is accredited) accreditation is withdrawn; or
 - (if your programme is delivered by a collaborative partner) that collaborative partner ends its relationship with us or fails to deliver the programme to the required quality or standard; or
 - the facilities we need to deliver your programme are affected by an exceptional event (e.g. natural disaster, adverse weather or industrial action) which is outside our reasonable control; or
 - we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or
 - there are other unforeseen circumstances which are outside our reasonable control.
- b. If you are adversely affected by a material change or withdrawal, you may switch to another programme or, in the absence of a suitable alternative, cancel your contract and leave the University and transfer to another provider. We have a [process](#) which sets out exactly what happens where there are material changes or programmes are withdrawn.
- c. The range of optional modules available to you may also change for the reasons outlined above and also where modules are over-subscribed or (if you have interrupted your studies or deferred your place) modules are discontinued.
- d. Changes to programmes during your studies should only happen in exceptional circumstances. However, if changes are necessary and there is a suitable alternative programme you prefer, we will assist you, as far as we are able, with the practicalities of switching to that programme.

6. If you want to leave your programme and the University

- a. **General right to cancel**
In addition to your statutory right to cancel (see below), you may cancel your contract

at any time without giving us any reason. Where you cancel before a year of study has started, you will not have to pay us anything in respect of that year of study, although you will lose any non-refundable deposit you have paid. Where you cancel after a year of study has started, the amount you owe us or we owe you for that year of study depends on the amount you have paid and how many weeks into your programme you are at the time you cancel see [‘Key Facts about Fees’](#).

b. ***Statutory right to cancel***

You have a statutory right to cancel your contract (without giving us any reason) within a 14-day period which starts on the day after you accept our offer of a place on the programme (“14-day period”). If you receive unconditional and conditional offers, the 14-day period starts on the day after you accept the conditional offer. If we establish that you have already used our Confirmation of Acceptance for Studies letter to obtain a visa, your deposit cannot be refunded. Otherwise, cancellation will entitle you to a full refund of any tuition fees you have paid. If teaching of your programme is scheduled to start during the 14-day period, you expressly agree that your programme will start before your statutory right to cancel has ended.

- c. If you cancel your contract, the amount of refund will depend on the amount you have paid us and how many weeks into your programme you are at the time you cancel. To check if you are entitled to a refund and how much would be paid, please email sa-tuitionfees@salford.ac.uk.
- d. To cancel you must give us notice via the [Student Self Service Portal](#) or, if you are studying on a research programme by returning a completed model cancellation form to us, as instructed on the form. We use the date of your notice to calculate how much we owe you or you owe us.

7. Circumstances in which we may cancel your contract and remove you from your programme

- a. **We may cancel your contract and remove you from your programme (you will no longer be a registered student) by giving you notice if:**
- **you give us any false, misleading or materially incomplete information in relation to your application. (We may also inform any relevant external bodies about this); or**
 - **you do not disclose any relevant unspent criminal conviction by the deadline for disclosure or you disclose information that is incorrect or misleading (see paragraph 4g); or**
 - **you do not register at the appointed time and you do not have an interruption of study (break in learning) that we have agreed; or**
 - **your tuition fees (or any instalment) are not paid by the due date for payment (whether they are payable by you or a third party on your behalf); or**
 - **you commit any fraud in connection with any payment to us; or**
 - **you do not meet the minimum attendance and participation requirements (including those of any professional body which accredits your programme); or**

- you do not meet the assessment criteria to progress with your programme or to transfer to another programme; or
 - (for students from outside the UK/European Union) your application for a visa is refused or your visa is curtailed (cancelled) or you fail to comply with all applicable immigration rules or our [Attendance Monitoring Policy](#).
 - you have committed serious misconduct for which the penalty of expulsion is imposed under our [Student Disciplinary Procedure](#) or [Academic Misconduct Procedure](#); or
 - you are found unfit to practise for which the penalty of expulsion is imposed under our [Fitness to Practise Procedure](#).
- b. If we withdraw your offer or cancel your contract before you start the programme, we will refund any tuition fees you have paid less any amounts you owe us. However, your deposit is not refundable if, at the time of withdrawal or cancellation, we establish that you have already used our confirmation of acceptance of studies letter to obtain a visa. If we cancel your contract after you have started the programme, the tuition fees you owe us or which we will refund to you will depend on how many weeks into your programme you are at the time your contract is cancelled. To check the amount see [‘Key Facts about Fees’](#).
- c. If your application for a visa is refused, we may decline to issue you with a further confirmation of acceptance of studies letter and our decision will be final.
- d. If your contract is cancelled, your registration as a student will be cancelled which means that you would no longer be a student of the University. As a result you would no longer be able to make use of the University facilities, attend lessons/lectures, sit examinations or submit assignments for marking. Any assessments/ assignments, (e.g. coursework or exams) that you do submit or take, following cancellation, will be considered as null and void. If you are allowed to re-join the programme at a future date, you will be required to repeat these assessments and examinations before you can continue your studies or be awarded a qualification.
- e. If we cancel your contract and cancel your registration as a student for non-payment of any tuition fees then, subject to you paying in full all such tuition fees, we may agree for you to be reinstated to your programme. (If, however, you have missed teaching and assessments, reinstatement may be conditional on you meeting certain academic requirements before you return to your programme (e.g. waiting to return to your programme until the next academic year). On reinstatement your contract will resume as if it had never been cancelled.

8. What happens if exceptional and unforeseen events prevent us delivering your programme

Our [Student Protection Plan](#) explains the measures we will take to protect you if the continuation of your studies is put at risk due to any exceptional and unforeseen

events (e.g. loss of our degree awarding powers). Wherever possible we will try to teach-out your programme even if we have to make adjustments to the way we deliver it. If that is not possible we will offer you one of our other programmes or, if there is nothing suitable for you, we will arrange for you to transfer to another provider.

9. What you need to do if there is a change to your circumstances and you need a 'break from study' (interruption)

- a. We can provide a range of support if you are experiencing any difficulties and please see paragraph 14c which explains how to access help.
- b. To interrupt (take a break from) your studies you must give us notice via the [Student Self-Service Portal](#).
- c. If you are self-funding or sponsored, the calculation of your tuition fees will be based on how many weeks into your programme you are at the time you interrupt.
- d. If, at the time of interrupting, you have paid all tuition fees for the year of study, you may (at your option) either:
 - carry forward your paid tuition fees to a subsequent year, assuming you resume at the same point at which you interrupted and you resume at the next available opportunity; or
 - receive a refund (the amount will depend on how much you have paid and how many weeks into your programme you are at the time you interrupt. To check the amount of your refund, see '[Key Facts about Fees](#)'). If you receive a refund, you will be charged the rate of fees which are applicable at the time you resume your programme.
- e. If you are funded by the Student Loans Company, your tuition fees will depend on the date your interruption starts. Overpaid funding cannot be carried forward to a subsequent year as it will have to be repaid to the Student Loans Company. You will then need to re-apply for funding for the year of study in which you resume your programme. The tuition fees will be the applicable amount charged at the time you resume. The amount charged may be reduced if you only need to undertake part of a year of study, e.g. trimester 2.

10. What to do if things go wrong

If you have not received the service that we have promised you, you can make a complaint. We have two complaints procedures which should be followed: one for [applicants](#) and one for [students](#).

If we do not resolve your complaint to your satisfaction, you may be able to take your complaint to the Office of the Independent Adjudicator whose role is to provide an independent Scheme which reviews complaints against higher education providers. Where complaints are found to be justified or partly justified, the Office of the

Independent Adjudicator will make recommendations for us to implement.

11. Students from outside of the UK/European Union

- a. **You must comply with visa conditions and our [Attendance Monitoring Policy](#). In particular, you must obtain written records from lecturers that you have attended teaching events and your non-attendance will be reported to UK Visas & Immigration and may result in curtailment (cancellation) of your visa and your removal from the programme.**
- b. If you defer your start date before obtaining a visa, we will carry over your deposit to the next available start date. However, if you defer your start date after obtaining a visa, you will lose your deposit and, as you will need to re-apply for a visa, you must pay us a further deposit.

12. Misconduct

Action will be taken against you if you are found guilty of misconduct. Penalties range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in your suspension (and loss of access to facilities and services) pending the outcome of disciplinary action. We will report suspected criminal behaviour to the Police and the disciplinary process may be put on hold pending the outcome of any criminal proceedings.

13. Ownership of your work

With certain limited exceptions set out in our [IP Policy](#) (e.g. where outputs are co-created), you are the owner of all copyright and other intellectual property rights in the works which you create during your programme.

14. Facilities, accommodation and support services

- a. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our reasonable control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.
 - b. Third parties own and manage the student accommodation which is located on campus and, if you are staying there, you will have a separate contract for your accommodation with them.
- a. We offer a range of support services for our students for every aspect of life away from the lecture theatre and they can be accessed via our [askUS](#) web pages or our askUS helpdesk in University House. These services can help in a wide range of circumstances, including if you are experiencing mental health problems, are struggling with your programme or are concerned about your fit with your programme.

15. Collaboration with other providers to deliver your programme

The following applies where your programme (or part of it) is delivered by another institution with whom we are collaborating:

- a. In addition to our Rules and Regulations, you must also adhere to the applicable rules and regulations of that institution (copies will be made available to you by that institution). In particular, you must pursue any complaint regarding delivery of your programme by that institution with that institution. Only if your complaint relates to your programme will you have a right to take your complaint to the final (review) stage of our complaints procedure.
- b. If your complaint alleges losses caused by both the University and that institution, the University's liability will be limited to a fair proportion of your losses calculated by reference to the extent of its responsibility. Where it is within our power, we will assist you by requiring that institution to provide you with any remedy to which you are entitled.

16. Protecting your data

- a. It is your responsibility to provide us with, and keep us promptly updated (via the [Student Self-Service Portal](#)) about all changes to, your contact details, including your UK address and landline/mobile telephone numbers.
- b. We will process your personal data in accordance with all applicable Data Protection legislation and our document called [Privacy Statement](#) which details how students' personal data will be processed and the purposes for which the data is collected. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change.
- c. You agree that photos and recordings of lectures and other activities (where you are present) may be taken and used for marketing and educational purposes. Where applicable to your programme, you also agree that we may submit your assessments and programme work to a third party provider we use for the purpose of detecting plagiarism.

17. Fitness to study

We have a pastoral duty towards all students which means we must follow up any concerns we may have about your physical or mental fitness to study under our [Fitness to Study Procedure](#).

18. Students' Union

As a registered student you will be automatically registered as a member of the Students' Union unless you notify the President of the Students' Union that you do not wish to register. Further details about the Students' Union and opting out of membership are available at www.salfordstudents.com.

19. Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions and the ‘Key Facts about Fees’ at any time without notice to you provided that the changes are either beneficial to students or are not material or are in response to changes in applicable laws and regulations or rules of applicable professional bodies (including changes to applicable laws resulting from the United Kingdom leaving the European Union), or are to rectify an error or are to aid clarification. Each version of these Terms and Conditions and ‘[Key Facts about Fees](#)’ will be published in the [Rules and Regulation section](#) of our Student Channel website.

20. Graduation

- a. The scheduling of our graduation ceremonies may have to be changed for unforeseen reasons outside our reasonable control. We will try to avoid or minimise disruption wherever possible. All gown hire, travel, accommodation and other costs for you and your guests attending graduation are the responsibility of you/your guests. Students/their guests from outside the UK should ensure that they have adequate insurance for their stay in the UK.
- b. The name that appears on all awarding documents will be your full name as it is written in our system on the date you are awarded a qualification by the University. Unfortunately our system is unable to recognise accent marks so your name will appear on awarding documents without any accent marks that your name may have. Name changes must be in accordance with our [name change policy](#). Awarding documentation will be issued in accordance to the timescales displayed on our [University Website](#) at the time of your award.

21. Applicable law

English law governs your contract.

22. Glossary of Terms

Cancellation/cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
Interruption of Study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
Retake	This refers to your third attempt at a module assessment and means that you must attend all classes and do all assessments for that module again. Retake modules are subject to payment of a fee and require re-registration for the module at the appropriate time. Retake is different to reassessment. Reassessment refers to your second attempt at any assessment and will result in a capped mark for the

	assessment of 40% (undergraduate) or 50% (postgraduate).
Suspension of Study	A period of time during which we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.
Expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her course at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would not be permitted to study at the University for a period of at least 10 years.
Unspent criminal conviction	An offence for which the applicable rehabilitation period has not ended. 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.
Sponsor	An external organisation such as an embassy, your employer or a government organisation.

23. List of our Rules and Regulations

These documents apply to all students and form part of your contract (these documents may be updated from time to time – as mentioned above):

1. [Academic Appeals Procedure](#)
2. [Academic Misconduct Procedure](#)
3. [Academic Regulations for Taught Programmes](#)
4. [Academic Regulations for Research Programmes](#)
5. [Key Facts About Fees](#)
6. [Personal Development Planning](#)
7. [Personal Mitigating Circumstances](#)
8. [Complaints Procedure](#)
9. [Admissions Policy \(including Complaints Procedure for Applicants\)](#)
10. [Assessment and Feedback Policy](#)
11. [Board of Examiners for Taught Programmes Policy](#)
12. [Equality, Diversity and Inclusion](#)
13. [Examination Rules](#)
14. [External Examining for All Taught Programmes Policy](#)
15. [Tuition Fees Information](#)
16. [Fitness to Practise Procedure](#)
17. [Fitness to Study Procedure](#)
18. [Freedom of Speech Policy](#)
19. [ICT Acceptable Use Policy](#)
20. [Personal Mitigating Circumstances](#)
21. [Personal Tutoring](#)
22. [Privacy Statement](#)
23. Programme Handbook – [Part B](#)
24. [Student Charter](#)
25. [Student Consultation](#)
26. [Student Disciplinary Procedure](#)
27. [Student Engagement, Participation and Attendance Policy](#)
28. [Student Interruptions & Withdrawals Policy](#)
29. [Student Pregnancy, Maternity, New Parenthood and Adoption Policy](#)
30. [Student Vetting Policy](#)
31. [Applicant and Student Criminal Convictions Policy](#)
32. [Student Protection Plan](#)
33. [Student Code of Conduct](#)



Terms and Conditions for 2019/2020 Degree Apprenticeships

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Introduction

These Terms and Conditions apply to all students who are undertaking higher or degree apprenticeships with us and set out provisions that are central to our relationship with you. You should read these Terms and Conditions very carefully as they contain important information, but particular attention is drawn to the paragraphs in **bold**. If you want more information or are unsure about anything in these Terms and Conditions, please see the dedicated zone on the [website](#).

If you are not a higher or degree apprenticeship student, then the terms and conditions which apply to you are [here](#)

By accepting the offer for the programme in our offer letter you accept and are bound by the following:

- these Terms and Conditions;
- our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
- information on [Course Finder](#) (which supersedes and takes precedence over information about your programme which is in our prospectus – see below);
- our Student Charter and Student Code of Conduct which set out what you can expect from us and the behaviours, commitment and input that you will need to drive your academic success and student journey; and
- all of the other Rules and Regulations which apply to all students and which are accessible via links below.

The above documents are listed in descending order of priority and that order of priority will be applied to resolve any conflict or inconsistency between any of the documents.

Our '[Key Facts about Fees](#)' document and Fees Policy do not apply to higher or degree apprentices and everything you need to know about fees is set out in clause 2 below.

Unless you have a good reason for not doing so, you must attend all timetabled and scheduled events for your programme and your compliance may be monitored. Failure to meet the minimum attendance and participation requirements may result in cancellation of your contract and your removal from the programme.

1. Your Programme

- a. These Terms and Conditions are to be read in conjunction with the apprenticeship agreement between you and your employer ('apprenticeship agreement') and the commitment statement which has been signed by you, your employer and the University. If your apprenticeship is with the University, then references to 'your employer' in these Terms and Conditions mean the University.

- b. The University will only be responsible for paying you and for performing the employer's obligations under your apprenticeship agreement if it is your employer.
- c. As a requirement for studying your programme, you must register with us before the start of each year of study following the instructions we will give you. Only students who are registered within the registration period will have access to our facilities and services and the registration period ends 2 weeks after your programme starts in each study year. If our offer is conditional, you must have satisfied all of the conditions set out in the offer letter to register as a student and to start your programme. Conditions must also be satisfied within any timescale we have specified in our offer letter. **Your contract may be cancelled and you may be removed from your programme if you do not register for any year of study within the registration period and a break in learning has not been agreed by your employer and us. This period ends 2 weeks after your programme starts in each year of study.**
- d. Throughout your apprenticeship you must give us notice straightaway by email to apprenticeships@salford.ac.uk if there is any change to your circumstances or employment status.

2. Fees and payment

- a. Student loans are not available for higher or degree apprenticeship programmes but, as a higher or degree apprentice, your tuition fees for the programme will be paid by the Government and your employer. This means that there should be nothing for you to pay unless:
 - you incur fines or penalties as a result of breaching any of our rules and regulations (e.g. library fines); or
 - your apprenticeship agreement requires you to reimburse amounts to your employer.
- b. You must perform your obligations and duties under your apprenticeship agreement and your commitment statement.
- c. We are required to disclose and share relevant information about you and your studies with your employer and you authorise us to do so.
- d. We will not take action against you for unpaid tuition fees because they are not your responsibility. However, any unpaid fines and penalties you owe us may be referred to external agencies for collection and ultimately collected through the courts.

3. Programme information

- a. The key information you need about your programme (including the programme title, length, modules, tuition fees/other costs and contact hours) is in [Course](#)

[Finder](#) and our offer letter. Information for students with disabilities is available [here](#).

- b. As our prospectus is published so far before the start of the application process to give you information about your options, certain changes are unavoidable. [Course Finder](#) and our offer letter, rather than our prospectus, should be regarded as the sole sources of information to be relied on as they contain the most current and definitive information you need.

4. Rules and Regulations

- a. By accepting our offer, you agree to abide by our [Academic Regulations](#). (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures (see paragraph 22). We reserve the right to make changes to our regulations, policies and procedures and to introduce additional documents (normally before the start of a year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will give you notice where changes are made.
- b. New requirements which you must comply with may be introduced, or changes to existing requirements you must comply with may be made, where they are imposed by law or a third party (e.g. an accrediting professional body) or they reflect current good practice. We will give you notice of any which apply to you. If there are particular requirements for your programme that you must comply with, they will be specified in our offer letter.
- c. If you are studying a programme to practise a particular profession, or are applying for registration with a professional body, any concerns about your fitness to practice will be considered under our [Fitness to Practice Procedure](#). (Note: in addition to our Rules and Regulations, you must also comply with the Rules and Regulations of the applicable professional body).
- d. The qualification you leave with will depend on the level of your programme, the credits/marks you obtain and the threshold of classification you reach as set out in our [Academic Regulations](#).
- e. Assessment outcomes are confirmed by Examination Boards. You may submit an academic appeal against a decision reached by an Examination Board, but specified grounds and time limits apply (see [Academic Appeals Procedure](#)). **If you submit an appeal, you may be prevented from progressing on your programme pending the outcome. If your appeal is unsuccessful and results in a 'break in learning' (interruption of study), the consequences would have to be negotiated and agreed with your employer.**
- f. Ideally you should read all of the applicable rules, regulations, policies and procedures (see paragraph 23) before you accept an offer but, because there is a lot of information for you to absorb (some of which you may only need to know

at a later stage or some of which may never be relevant to you), we have tried to identify in these Terms and Conditions the key points you need to know and to signpost more detailed information so you can find it if needed.

- g. We have a duty of care to our staff, students, visitors and others involved with University activities who may come into contact with our students and a duty to safeguard children and vulnerable adults who may be on campus. For this reason we require all of our students to disclose any relevant unspent criminal convictions once they have accepted an offer of a place and we will then consider the impact of any criminal convictions that are disclosed. You must make the disclosure as soon as possible after you have accepted an offer and at least 30 days before the scheduled start date for your programme (or straightaway if there are fewer than 30 days before that scheduled start date).

A criminal record may not, in itself, prevent you from studying a programme. However, if we decide that the disclosed criminal conviction(s) mean that you pose a threat to our staff, students, visitors or others involved with University activities with whom you may come into contact or that allowing you to study a programme would be contrary to law, then we will cancel your contract and remove you from the programme. For further information see our [Applicant and Student Criminal Convictions Policy](#).

Failure to disclose this information, or disclosure of incorrect or misleading information, could also result in cancellation of your contract and your removal from the programme (see paragraph 7).

We accept no responsibility for any adverse consequences which result from cancellation of your contract and your removal from the programme.

- h. If your programme requires you to undergo a Disclosure and Barring Service (DBS) check your place on the programme will be conditional on such check being satisfactorily completed. We are not responsible for any delay in carrying out the check unless it is solely our fault. The DBS check is in addition to any disclosure that you are required to make under paragraph 4g.
- i. We use IT facilities to deliver your programme (including assessments) and, in using our IT system, you must comply with our [IT Acceptable Use Policy](#). In particular, you are responsible for all activity on your user account and your password must be kept secure. Monitoring of your account may be carried out to ensure there is no misuse. Misuse is punishable with penalties including blocking of your account.

5. Withdrawal of/changes to programmes and modules

- a. **Occasionally programmes may need to be materially changed or withdrawn after offers have been accepted.** If this happens we will give you notice as soon as reasonably practicable and will do what we can to mitigate any adverse effects. This is unusual but can happen where:

- the change is beneficial to students; or
 - the programme is not viable to run or will not give students the appropriate educational experience (such as where there is insufficient take-up by students or where funding or (if your programme is accredited) accreditation is withdrawn; or
 - the facilities we need to deliver your programme are affected by an exceptional event (e.g. natural disaster, adverse weather or industrial action) which is outside our reasonable control; or
 - we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or
 - there are other unforeseen circumstances which are outside our reasonable control.
- b. The range of optional modules available to you may also change for the reasons outlined above and also where modules are over-subscribed or (if you have taken a 'break in learning' (interrupted your studies) or we have agreed that your place can be deferred) modules are discontinued.

6. If you want to leave your programme and the University

If you want to leave the University, you must give us notice via [Student Self Service Portal](#) AND also by email to Apprenticeships@salford.ac.uk. Cancellation may have financial and other implications for you so you should always discuss this with your employer before you make a decision.

7. Circumstances in which you may be removed from your programme

We may cancel your contract (permanently remove you from your programme) if:

- i. you give us any false, misleading or materially incomplete information in relation to your application. (We may also inform your employer and any relevant external bodies about this); or**
- ii. you do not disclose any relevant unspent criminal conviction by the deadline for disclosure or you disclose information that is incorrect or misleading (see paragraph 4g)**
- iii. you do not register at the appointed time and you do not have a 'break in learning' (interruption of study) that has been agreed by your employer and us; or**
- iv. fines or penalties which you owe us under our Rules and Regulations are not paid by the due date for payment; or**
- v. you commit any fraud in connection with any payment to us; or**
- vi. you do not meet the minimum attendance and participation requirements**

- (including those of any professional body which accredits your programme); or
- vii. you do not meet the assessment criteria to progress with your programme; or
 - viii. you have committed serious misconduct for which the penalty of expulsion is imposed under our [Student Disciplinary Procedure](#) or [Academic Misconduct Procedure](#); or
 - ix. you are found unfit to practise for which the penalty of expulsion is imposed under our [Fitness to Practice Procedure](#); or
 - x. your employer dismisses you from your apprenticeship or your apprenticeship agreement ends for any other reason; or
 - xi. you no longer meet all of the eligibility criteria which apply to higher or degree apprentices; or
 - xii. you do not adhere to your commitment statement; or
 - xiii. you prevent us from disclosing and sharing relevant information about you and your studies with your employer.

Removal from your programme means that you would no longer be a student of the University and would no longer be able to make use of the University facilities, attend lessons/lectures, sit examinations or submit assignments for marking. Any assessments/ assignments, (e.g. coursework or exams) that you did submit or take, following cancellation, would be considered as null and void. If you were allowed to re-join the programme at a future date, you would be required to retake the applicable module(s) (i.e. attend all classes and do all assessments and examinations again before you could continue your studies or be awarded a qualification).

8. What happens if exceptional and unforeseen events prevent us delivering your programme

Our [Student Protection Plan](#) explains the measures we will take to protect our students if the continuation of their studies is put at risk due to any exceptional and unforeseen events (e.g. loss of our degree awarding powers). If, despite our efforts, we were unable to continue to deliver your programme or to offer any suitable alternative that was acceptable to you and your employer then, assuming it was possible, a transfer to an alternative provider would have to be negotiated and arranged by your employer with that provider.

9. Taking a 'break in learning' (interrupting your studies)

- a) You may take a 'break in learning' (interrupt your studies) only if you plan to resume your studies at a later date and the interruption (including the duration) is expressly agreed by the University and your employer. For example, you may wish or need to interrupt your studies for medical treatment or for family/personal reasons.

- b) We can provide a range of support if you are experiencing any difficulties and please see paragraph 13c which explains how to access help.
- c) If you intend to take a 'break in learning' (interrupt your studies), you must give us notice straightaway both via the [Student Self-Service Portal](#) and by sending us an email to Apprenticeships@salford.ac.uk

10. What to do if things go wrong

If you have not received the service we have promised you, you can make a complaint. We have two complaints procedures which should be followed: one for [applicants](#) and one for [students](#).

If we do not resolve your complaint to your satisfaction, you may be able to take your complaint to the Office of the Independent Adjudicator whose role is to provide an independent Scheme which reviews complaints against higher education providers. Where complaints are found to be justified or partly justified, the Office of the Independent Adjudicator will make recommendations for us to implement.

11. Misconduct

Action will be taken against you if you are found guilty of misconduct. Penalties range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in your suspension (and loss of access to facilities and services) pending the outcome of disciplinary action. We will report suspected criminal behaviour to the Police and the disciplinary process may be put on hold pending the outcome of any criminal proceedings. Disciplinary action is relevant information which, as stated above, we will disclose to your employer.

12. Ownership of your work

With certain limited exceptions set out in our [IP Policy](#) (e.g. where outputs are co-created), as between you and the University, you are the owner of all copyright and other intellectual property rights in the works which you create during your programme. Such ownership is, however, subject to the terms of your apprenticeship agreement.

13. Facilities, accommodation and support services

- b. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our reasonable control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.
- c. Third parties own and manage the student accommodation which is located on

campus and, if you are staying there, you will have a separate contract for your accommodation with them.

- d. We offer a range of support services for our students for every aspect of life away from the lecture theatre and they can be accessed via our [askUS](#) web pages or the askUS helpdesk in University House. These services can help in a wide range of circumstances, including if you are experiencing mental health problems, are struggling with your programme or are concerned about your fit with your programme.

14. Collaboration with other providers to deliver your programme

The following applies where your programme (or part of it) is delivered by another institution with whom we are collaborating:

- a. In addition to our Rules and Regulations, you must also adhere to the applicable rules and regulations of that institution (copies will be made available to you). In particular, you must pursue any complaint regarding delivery of your programme by that institution with that institution. Only if your complaint relates to your programme will you have a right to take your complaint to the final (review) stage of our complaints procedure.
- b. If your complaint alleges losses caused by both the University and that institution, the University's liability will be limited to a fair proportion of your losses calculated by reference to the extent of its responsibility. Where it is within our power, we will assist you by requiring that institution to provide you with any remedy to which you are entitled.

15. Protecting your data

- a. It is your responsibility to provide us with, and keep us promptly updated (via the [Student Self-Service Portal](#)) about all changes to, your contact details, including your UK address and landline/mobile telephone numbers.
- b. We will process your personal data in accordance with all applicable Data Protection legislation and our document called [Privacy Statement](#) which details how students' personal data will be processed and the purposes for which the data is collected. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change.
- c. You agree that photos and recordings of lectures and other activities (where you are present) may be taken and used for marketing and educational purposes. Where applicable to your programme, you also agree that we may submit your assessments and course work to a third party provider we use for the purpose of detecting plagiarism.

16. Fitness to study

We have a pastoral duty towards all students which means we must follow up any concerns we may have about your physical or mental fitness to study under our [Fitness to Study Procedure](#).

17. Students' Union

As a registered student you will be automatically registered as a member of the Students' Union unless you notify the President of the Students' Union that you do not wish to register. Further details about the Students' Union and opting out of membership are available at www.salfordstudents.com.

18. Changes to Terms and Conditions

- a. We reserve the right to change these Terms and Conditions at any time without notice to you provided that the changes are either beneficial to students or are not material or are in response to changes in applicable laws and regulations or rules of applicable professional bodies (including changes to applicable laws and resulting from the United Kingdom leaving the European Union) or are to rectify an error or are to aid clarification. Each version of these Terms and Conditions will be published in the [Rules and Regulation section](#) of our Student Channel website.
- b. Where there is any conflict or inconsistency between these Terms and Conditions any of Rules and Regulations listed below, these Terms and Conditions will prevail.

19. Graduation

- a. The scheduling of our graduation ceremonies may have to be changed for unforeseen reasons outside our reasonable control. We will try to avoid or minimise disruption wherever possible. All gown hire, travel, accommodation and other costs for you and your guests attending graduation are the responsibility of you/your guests. Students/their guests from outside the UK should ensure that they have adequate insurance for their stay in the UK.
- b. The name that appears on all awarding documents will be your full name as it is written in our system on the date you are awarded a qualification by the University. Unfortunately our system is unable to recognise accent marks so your name will appear on awarding documents without any accent marks that your name may have. Name changes must be in accordance with our [name change policy](#). Awarding documentation will be issued in accordance to the timescales displayed on our [University Website](#) at the time of your award.

20. Applicable law

English law governs your contract.

21. Glossary of Terms

Cancellation/cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
Interruption of Study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
Suspension of Study	A period of time during which we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.
Expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her course at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would not be permitted to study at the University for a period of at least 10 years.
Retake	This refers to your third attempt at a module assessment and means that you must attend all classes and do all assessments for that module again. Retake modules are subject to payment of a fee and require re-registration for the module at the appropriate time. Retake is different to reassessment. Reassessment refers to your second attempt at any assessment and will result in a capped mark for the assessment of 40% (undergraduate) or 50% (postgraduate).
Unspent criminal conviction	An offence for which the applicable rehabilitation period has not ended. 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.

22. List of our Rules and Regulations

These documents apply to all students and form part of your contract (these documents may be updated from time to time – as mentioned above):

1. [Academic Appeals Procedure](#)
2. [Academic Misconduct Procedure](#)
3. [Academic Regulations for Taught Programmes](#)
4. [Academic Regulations for Research](#)
5. [Personal Development Planning](#)
6. [Admissions Policy \(including Complaints Procedure for Applicants\)](#)
7. [Assessment and Feedback Policy](#)
8. [Board of Examiners for Taught Programmes Policy](#)
9. [Equality, Diversity and Inclusion](#)
10. [Examination Rules](#)
11. [External Examining for All Taught Programmes Policy](#)
12. [Fitness to Practise Procedure](#)
13. [Fitness to Study Procedure](#)
14. [Freedom of Speech Policy](#)
15. [ICT Acceptable Use Policy](#)
16. [Personal Mitigating Circumstances](#)
17. [Personal Tutoring](#)
18. [Privacy Statement](#)
19. [Programme Handbook – Part B](#)
20. [Student Charter](#)
21. [Student Consultation](#)
22. [Student Disciplinary Procedure](#)
23. [Student Engagement, Participation and Attendance Policy](#)
24. [Student Interruptions & Withdrawals Policy](#)
25. [Student Pregnancy, Maternity, New Parenthood and Adoption Policy](#)
26. [Student Vetting Policy](#)
27. [Applicant and Student Criminal Convictions Policy](#)
28. [Student Protection Plan](#)
29. [Student Code of Conduct](#)