

# Student Terms and Conditions for Programmes commencing /continuing during the 2025/2026 academic year

(applicable to all new and existing students registering and re-registering for Programmes from 1 August 2025)

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#### Introduction

These Terms and Conditions (defined in section 24 *Glossary of Terms* below) apply to all applicants who have accepted an offer to study a Programme (defined in section 24 *Glossary of Terms* below) with the University of Salford and who are registering as new students, and all existing students of the University of Salford who are re-registering to study a Programme after the 1 August 2025, with two exceptions:

- if you are a higher or degree apprenticeship student, then the terms and conditions which apply to you are <a href="here.">here.</a>
- if another provider is responsible for delivering all or part of your programme in collaboration with the University of Salford, and you are paying tuition fees directly to that provider, then in addition to the provider's terms and conditions, you will be bound by our terms and conditions which are <a href="here">here</a>.

These Terms and Conditions are legally binding and set out the provisions that are central to the University of Salford's (the **University**, **we**, **us**, **our**) relationship with you (**you**, **your**). Further information regarding the University including its address is set out in section 25 *About Us and Contact* below.

IMPORTANT OR SUPRISING TERMS. You should read these Terms and Conditions very carefully before accepting an offer from us as they contain important information regarding your Contract with us; particular attention is drawn to the sections in bold type including in this Introduction, sections 1 (a), (b) (Your Contract with us and its formation), 2 (b) (Fees, payment, and tuition fee increases), 2 (m) and (q) (administration fees payable), 4 (a) and (g) (Rules and Regulations), 5 (a) (Withdrawal of/changes to Programmes and modules), 5 (f) (Circumstances beyond our control where we shall not be liable to you), 6 (If you want to leave your Programme and the University), 7 (Circumstances in which we may cancel your Contract and remove you from your Programme), 13 (Intellectual Property and Ownership of Your Work), 15 (Our Liability to You), and 19 (Changes to terms and conditions).

These Terms and Conditions apply to students from the moment they accept an offer to study/research with the University, and may be updated each year (see sections 1 and 19 below for further details). By signing your offer letter contract, and accepting our offer, a contract will be formed between You and the University. It is very important that you review these Terms and Conditions, and the documents detailed within them, carefully before accepting any offer made by the University, or re-registering each year.

If you would like more information or are unsure about anything in these Terms and Conditions, please refer to the dedicated zone on our <u>website</u>. If you would like these Terms and Conditions in another format (for example: audio, large print, braille) please contact us using the contact details at section 25 *About US and Contact* below.

There is a Glossary at the end of these Terms and Conditions (see section 24 *Glossary of Terms* below) which explains the meaning of certain words that we use.

#### 1. Your Contract with us and its formation

- a. You will have a legally binding contract with us on the date you accept the offer in our offer letter even if you still have outstanding conditions to fulfil at the date you accept (Contract). However, the Contract will be automatically cancelled if you do not meet all of the conditions on which the offer is made.
  - i. As a requirement for studying your Programme, you must register with us before the start of each year of study. Only students who are registered with us within the registration period will have access to our facilities and services. The registration period ends 2 (two) 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 before you register as a student and start your Programme. Conditions must also be satisfied within any timescale we have specified in our offer letter. Your Contract with us will be cancelled and you will be removed from your Programme if you do not register for any year of study within the registration period. Your Contract with us will also be cancelled if you do not register and we have not agreed an Interruption of Study (break in learning) (defined in Section 23 Glossary of Terms below) within 2 weeks of the start date of your Programme (see section 7 (a) (iii) below).
  - ii. 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 section 6 *If you want to leave your Programme and the University* below, our <u>Key Facts about Fees</u> document and <u>Refund and Compensation Policy</u> for further information).
- iii. After you have accepted your offer of a place, you have a statutory right to cancel your acceptance within 14 (fourteen) days without giving any reason[, and obtain a full refund of any fees paid where teaching of your Programme has not yet started or a partial refund where teaching of your Programme has already begun, under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. This cancellation period with expire after 14 (fourteen) days from the date you accept your offer (please refer to section 6 (c) below).
- iv. The Key Facts about Fees document and Refund and Compensation Policy provides further information about the deposit and explains any refund you may be entitled to if you decide to cancel your Contract with the University (see section 24 List of our Rules, Regulations, Policies and Procedures below). If you have any questions regarding modifications please contact the Admissions Team.
- v. Students will read and sign up to the University's Student Terms and Conditions as part of the registration process. The Student Terms and Conditions are listed on the following website:- <a href="https://www.salford.ac.uk/student-terms-and-conditions">https://www.salford.ac.uk/student-terms-and-conditions</a> (full details of the Registration process can be found at <a href="Registration">Registration</a> | University of Salford). You only have one contract with us in respect of your Programme, and this is formed when you accept our offer (conditional or unconditional). No new contract will be created when you register for any future years of study or if you elect to change your Programme of study and this is approved by us.
- vi. If your Programme is longer than one year, you will be asked to review and acknowledge the updated Terms and Conditions when you register for a new academic year. This annual review does not establish a new contractual agreement; the original

contract you entered into with us when you accepted our offer of a place on your Programme remains valid. The purpose of this review is to ensure you are aware of any revisions or updates we have made to the Terms and Conditions.

- b. **Key elements of our Contract with you.** The Contract between you and us consists of the following documents:
  - i. these Terms and Conditions;
  - ii. our <u>Key Facts about Fees</u> document which tells you everything you need to know about fees (including increases and refunds);
- iii. our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
- iv. information on <u>Course Finder</u> (which supersedes and takes precedence over information about your Programme which is in our prospectus see below);
- our <u>Student Charter</u> and <u>Student Code of Conduct</u> 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;
- vi. if you are under the age of 18 at the time you first register with us, our Policy for the Admission of Students Under 18 Years of Age;
- vii. Our Refund and Compensation Policy; and
- viii. all of the other Rules, Regulations, Policies and Procedures which apply to all students and which are accessible via <u>Current students | University of Salford</u> including the <u>Student Handbook</u> and <u>Academic Handbook</u>.

The purpose of the above documents is so that you can understand what is expected of you and us.

- c. Unless you have a good reason for not doing so, you must attend all timetabled and scheduled events for your Programme and your attendance may be monitored. Failure to meet the minimum attendance and participation requirements as set out in the <a href="Student Engagement, Interruption and Withdrawal Policy">Student Engagement, Interruption and Withdrawal Policy</a> may result in the Cancellation of Your Contract with us and removal from your Programme (see section 7 (a) [(vii), (x), and (h)] below).
- d. Student visa holders must also follow the minimum attendance and participation requirements set out in the <u>Student Guide to the Attendance Monitoring Policy for Tier 4 Sponsored Students</u> [(please see section 25 List of Our Rules and Regulations below)]. A failure to meet these requirements may result in Cancellation of your Contract with us and your removal from the Programme (see section 7 (a), (vii), (x), and (h) below).

#### 2. Fees and payment

- a. These Terms and Conditions set out everything you need to know about our tuition fees; and the main points are set out in our <u>Key Facts about Fees</u> document.
- b. The tuition fees for each year of study are set out in your offer letter. Increases may apply (see section 1 of our <a href="Key Facts about Fees">Key Facts about Fees</a> document). By accepting the

University's offer (conditional or unconditional) of a place on one of its Programmes set out in an offer letter and entering into a Contract with the University, you acknowledge and agree that you will be charged the appropriate tuition fee for each academic year of study.

You agree to pay the fees and charges applicable to your Programme as identified in your offer letter when they are due. If you have been classified as a Home Student and qualify for the government-regulated undergraduate or postgraduate tuition fee, you will be charged the appropriate tuition fee for each academic year of study. To reflect increased costs of delivery and maintain a high-quality student experience, the University will therefore increase fees in line with any uplift determined by the UK Government by law or government policy in the second and subsequent years of your Programme (up to a maximum of 10% each academic year). Such increases are usually linked to inflation and are determined using RPI-X (the Retail Price Index excluding mortgage interest payments), or such other inflation index deemed appropriate by the University Council. The University will notify you of any fee increase as soon as practicable following any announcement by the UK Government regarding an increase to the maximum regulated fee.

For all other students who qualify for an unregulated undergraduate or postgraduate tuition fee, your tuition fees may increase in the second and subsequent years of your Programme (up to a maximum of 10% each academic year). Any increase in fees will be in line with inflation as determined using RPIX, or such other inflation index deemed appropriate by the University Leadership Team.

#### c. If you have a Sponsor:

- tuition fees must be paid in full at the start of each year of study. Payment by instalments is not an option;
- ii. you are not entitled to any of our scholarships or bursaries (other than the loyalty discount to which eligible sponsored students may be entitled from September 2022 onwards);
- iii. you remain responsible for payment of tuition fees and we may invoice you personally for any unpaid balance;
- iv. 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;
- v. 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 <a href="mailto:incometreasury@salford.ac.uk">incometreasury@salford.ac.uk</a>. However, on receipt of notification, you will be classed as a self- funding student and personally responsible for paying your tuition fees.
- d. If you do not have a Sponsor, it is your responsibility to make sure your fees and all expenses relating to your Programme are paid and you must pay your tuition fees as follows:

- i. <u>For each year of study</u>: payment must be made either in full before the date that year of study starts or, if you set up a recurring debit or credit card payment before the year of study starts, as follows\*:
  - Undergraduate, Postgraduate Certificate or Postgraduate Diploma programme by
     (five) equal and consecutive monthly instalments
  - 2. Any other Postgraduate programme by 7 (seven) equal and consecutive monthly instalments

(the first instalment will be on the last working day of the month immediately following the month in which that year of study starts)

- \*Students who have a postgraduate loan from the Student Loans Company may set up a payment plan to coincide with their scheduled loan payments.
- ii. <u>For each single module</u>: payment must be made either in full before the date on which the module starts or (if you set up a recurring debit or credit card payment before the module starts) by 3 (three) equal and consecutive monthly instalments starting on the date on which the module starts.
- iii. You are not able to register for another module with any tuition fee balance outstanding.
- e. Unless you are a Home Student or have a Sponsor, 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 (two) weeks after your Programme starts) and pay the deposit on or before registration.
  - ii. Failure to pay your deposit on time may result in you being unable to register.
- iii. The deposit is not refundable unless one of the circumstances specified in the **Key Facts about Fees** document applies.

\*If your deposit payment is flagged to us as suspicious (e.g. because you have tried to pay using a variety of different cards in different names), the deposit condition will not be satisfied and we may cancel your Contract and remove you from the Programme.

- f. 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:
  - i. 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.
  - ii. Other unpaid fees such as library fines and, if applicable to your Programme, examination fees, bench fees, material costs and field trip costs: you may be prevented from attending a graduation ceremony.

- iii. If you have completed your Programme, you may not be allowed to graduate and/or your degree certificate/academic statement may not be provided to you until your outstanding tuition fees have been paid.
- g. If you need to Retake or repeat any module or repeat any year of study, you are liable to be charged additional tuition fees which will be the amount payable by students starting that module or year of study at that time. For example, if you are repeating a whole academic year, you will be charged for the full year, or if you are repeating a module, you will be charged on a per credit basis.
- h. 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 <a href="Course Finder">Course Finder</a>). A fee of £100 (one hundred pounds) also applies to re-connect to our IT system if you have been disconnected as a result of not complying with the terms of our <a href="ICT Acceptable Use Policy">ICT Acceptable Use Policy</a> (see section 4 (i) below). Failure to pay these charges may result in you being unable to attend your graduation ceremony.
- 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.
- j. 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.
- k. Refunds will be paid, by the same method of payment, to the payer of the fees to which the refund relates. Further information about refunds is set out in our <a href="Refund">Refund</a> and <a href="Compensation Policy">Compensation Policy</a>.
- I. No discount on your tuition fees is given where you join the Programme late.
- m. (Students requiring visa sponsorship) An Administration fee of £250 is payable if we ask you for a mock interview which you fail (see section 11) and which results in your Contract being cancelled under section 7 (a) below. We may deduct this fee from any refund we owe you. This fee is to cover cost for processing your application up to the point of cancellation.
- n. Any payments made to the University must be made by debit or credit card or International transfer via the Universities payment partner flywire. The University does not accept direct bank transfer payments.
  - Payments made that contravene this will be subject to UK Anti-Money Laundering regulations and due diligence checks. You must provide any information we request to verify the payment, and funds may be rejected and returned to the originating account.
- o. If your payment is flagged as suspicious through internal or external checks this may result in any offer to study being withdrawn and /or disciplinary action being taken against you.
- p. Any students who are eligible prisoners in receipt of a Postgraduate student loan will need to provide confirmation of this to the Income and Treasury Team. Once confirmed payment will be made directly to the University from Student Finance.

q. If you take up the placement option on the MSc Project Management in Construction course there are additional associated costs. The industry placement /admin fee is £1,700.

#### 3. Programme Information

- a. The key information you need about your Programme (including the Programme title, length, modules, tuition fees/other costs) is in <a href="Course Finder">Course Finder</a> and your offer letter
- b. If you are applying for a Postgraduate Research award your offer letter will contain details of your Supervisory Team.
- c. 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. <u>Course Finder</u> 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 <u>Academic Regulations</u> (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures (see section 25 *List of Our Rules and Regulations* below). We reserve the right to make changes to our Academic Regulations, policies and procedures and to introduce additional documents (normally before the start of each 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 any changes are made.
- b. If there are any complulsory vaccination or other requirements which are imposed by the UK Government, the National Health Service or other applicable health or regulatory bodies and which apply to students studying your Programme, then you must comply with those requirements to remain on the Programme (see your offer letter).
  - 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 new or modified requirements 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 one of our Programmes which leads to registration with a professional body (as listed in Appendix A of our <u>Fitness to Practise Procedure</u>):
  - any concerns about your fitness to practice will be considered under our <u>Fitness to</u> <u>Practise Procedure</u>; and
  - ii. 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

<u>Academic Regulations for Taught Programmes/Academic Regulations for Research Programmes</u>

- e. Assessment outcomes are confirmed by Assessment Boards. You may submit an academic appeal against a decision reached by an Assessment Board, but specified grounds and time limits apply (see <a href="Academic Appeals Procedure">Academic Appeals Procedure</a>). If you are permitted to retake a module by the Assessment Board, or 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. As noted above you should read all of the applicable documentations, rules, regulations, policies and procedures (see section 24 List of Our Rules and Regulations below) before you accept an offer or re-register. These Terms and Conditions and the Key Facts about Fees document, set out the key points you need to know and signpost more detailed information so you can find it if needed.
- g. We have a duty of care to our colleagues, students, visitors and others involved with University activities as well as a duty to safeguard children and vulnerable adults who may be on campus. For this reason, we require all our students to disclose the following once they have accepted an offer of a place:
  - I. any relevant Unspent Criminal Convictions in the UK and all other jurisdictions; and/or
  - II. any police investigation or charges brought against you by the Police or Criminal Justice System as a result of your alleged criminal conduct in the UK and all other jurisdictions.

You must inform us of the above as soon as possible after you have accepted an offer and at least 30 (thirty) days before the scheduled start date for your Programme (or immediately if there are fewer than 30 (thirty) days before the scheduled start date). If you do not make a disclosure at this point, you will have the further opportunity to do so via our website. Disclosure should be made within 30 (thirty) days of the conviction/charge/instigation of any police investigation. Disclosure should be made within 30 (thirty) days of the conviction/charge/instigation of any police investigation.

After a disclosure has been made, we will consider the impact of any criminal convictions or investigations/charges and may ask you for further information as necessary. We do this so we can support you and the wider University community, and not to put unnecessary barriers in place for you.

In the case of investigations by the police or criminal proceedings which have not been concluded at the time of your disclosure we may need to work with the police to support you. In a limited number of cases, we may need to defer a decision about you joining a Programme, or for current students, we may need to interrupt your Programme temporarily until those investigations/any criminal proceedings have been concluded.

In many instances a criminal record or police investigation will not prevent you from studying on a Programme, however, if we decide that a disclosed conviction/ investigation or charge means that you pose a threat or a risk that cannot be mitigated to our colleagues, 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 the law, then we can cancel your Contract and remove you from the Programme (see also section 4 (h) below). For further information see our <u>Applicant & Student Criminal Conviction Policy</u> located within <u>Student Facing Policies and Procedures</u>.

Failure to disclose a criminal record, and/or the instigation of a police investigation, or disclosure of incorrect or misleading information, could result in Cancellation of your Contract and your removal from the Programme (see section 7 *Circumstances in which we may Cancel your Contract and remove you from your Programme* below).

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 section 4 (g).
- i. We use IT facilities to deliver your Programme (including assessments) and, in using our IT system, you must comply with our <u>IT Acceptable Use Policy.</u> 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 may result in sanctions including blocking or your account and /or a fine.

#### 5. Withdrawal of/changes to Programmes and modules

- a. Occasionally Programmes, or the way in which they are delivered or the facilities that we use to deliver them, may need to be significantly 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:
  - i. we consider that the change is beneficial to students; or
  - ii. 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 supervision is no longer available within your research topic. The University keeps its recruitment data under constant review, and where a Programme is identified as being 'at risk', perspective students will be notified and offered support; or
  - iii. (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
  - iv. (if you are a postgraduate research student), the academic who is appointed as your supervisor is unable for any reason to continue the supervision and we are unable to find a suitable replacement; or
  - v. we are affected by an exceptional event that is outside our control. For illustration purposes only, examples of an exceptional event that is outside of our control

- include but are not limited to natural disaster, adverse weather, terrorism, pandemic or industrial action; or
- vi. we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies.
- b. If you are adversely affected by any significant 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 <u>process</u> which sets out exactly what happens in this situation.
- 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.
- e. Our <u>Refund and Compensation Policy</u> sets out what you can expect to happen where it becomes necessary for us to make changes that could substantially affect your studies.
- We shall not be liable to you for the impact of events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care, as long as we have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include: strikes and other industrial action by non-University staff; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; cyber attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic disease; or failure of public utilities or transport systems. Should any such circumstances arise, we will take reasonable and proportionate steps to mitigate the impact on students, which may include making changes to your Programme and University services and facilities [in line with section [5] above.] We will also take such reasonable and proportionate steps in the context of strikes and industrial action by University staff. [Section [5] above and sets out the range of circumstances in which changes might be made, the likely reasons for those changes, how we will communicate the circumstances of the change to you, and how we will seek to remedy the situation if you are unhappy with the change.

#### 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 at section 6 (c)), 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 <a href="Key Facts about Fees">Key Facts about Fees</a>.

b. 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 <a href="mailto:sa-tuitionfees@salford.ac.uk">sa-tuitionfees@salford.ac.uk</a>.

#### c. Statutory right to cancel

You have a statutory right to cancel your Contract with us (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 Cooling Off Period). If you receive unconditional and conditional offers, the 14-day Cooling Off 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 student 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 Cooling Off Period, then by accepting the offer and entering into a Contract with us, you are expressly acknowledging and agreeing that your Programme starts during the 14-day Cooling Off Period, and before your statutory right to cancel has ended. If you then decide to withdraw from your Programme within the 14-day Cooling Off Period you may be liable to pay a proportion of your tuition fees, as set out in section 6 (d) below.

- d. If you [interrupt or] withdraw from your Programme, your fees will be revised based on the date you withdraw [or begin a leave of absence]. Further details are set out in the <a href="Key Facts about Fees">Key Facts about Fees</a> document and <a href="Refunds and Compensation Policy">Refunds and Compensation Policy</a>.
- e. To cancel you must give us notice via the <u>Student Self Service Portal</u> via the Student Hub. We use the date of your notice to calculate how much we owe you or you owe us (for more details see our <u>Student Engagement</u>, <u>Interruption and Withdrawal Policy</u>).

# 7. Circumstances in which we may cancel your Contract and remove you from your Programme

- a. We may cancel your Contract and permanently remove you from your Programme (you will no longer be a registered student) with immediate effect by giving you notice in writing if:
  - i. 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
  - 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 section 4 (g) above); or
  - iii. 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
  - iv. subject to section 7 (f) below, 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
  - v. you are required to pay a deposit for any year of study but do not pay it by the due date for payment or a payment is flagged to us as suspicious (e.g. because you tried to pay using different cards in different names); or

- vi. you commit any fraud in connection with any payment to us; or
- vii. you do not meet the minimum attendance and participation requirements (including those of any professional body which accredits your Programme); or
- viii. you do not meet the assessment criteria to progress with your Programme or to transfer to another Programme; or
- ix. you have not complied with any vaccination or other requirements which are imposed by the UK Government, the National Health Service or other applicable health or regulatory bodies and that apply to students who are studying your Programme; or
- x. (Students Visa holders) your application for a visa is refused or your visa is curtailed (cancelled) or you fail to comply with all applicable United Kingdom immigration rules and/or our <a href="Engagement Monitoring Policy">Engagement Monitoring Policy</a> or we decide there are grounds on which you fail your mock credibility interview (see section 11 Students with Visas below); or
- xi. you have committed serious misconduct for which the penalty of Expulsion is imposed under our <u>Student Misconduct Procedure</u> or Student Academic <u>Integrity and Academic Misconduct Procedure</u>; or
- xii. you are found unfit to practise for which the penalty of Expulsion is imposed under our <u>Fitness to Practise Procedure</u>.
- b. Where your Contract is cancelled for any reason set out in section 7 (a) above, your Contract with the University will be deemed terminated, and you will still be liable to us for any outstanding fees accrued up to and including the date of cancellation.
- c. 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 for studies letter to obtain a visa or that, during the application process, fraudulent documents (financial or academic) were used or information on previous visa refusals was withheld. 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 <a href="Key Facts about Fees">Key Facts about Fees</a>. If you are in University accommodation, you should refer to your tenancy agreement as to the consequences of your registration being cancelled.
- d. If your application for a visa is refused, we may decline to issue you with a further confirmation of acceptance for studies letter and our decision will be final.
- e. 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. course work 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.

- f. If we cancel your registration as a student for non-payment of any tuition fees then, subject to you paying in full all such tuition fees within 60 days from the due date stated in your revocation letter, 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 to your Programme your Contract will resume as if it had never been affected.
- g. If your Contract is cancelled, or you interrupt or are suspended or expelled from your Programme any scholarships, bursaries, and awards will cease to be paid. If, at the time of cancellation, interruption, suspension, or Expulsion, you have already received more by way of scholarship or bursary than you are entitled to, you must return the overpayment.
- h. Students who have had their withdrawal of sponsorship reported to UK Visas and Immigration by the University, and subsequently have had or are in the process of having their Student Visa curtailed, may not rejoin their Programme until they secure a new Student Visa to allow them to return to the UK.

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

Our <u>Student Protection Plan</u> and <u>Refund and Compensation Policy</u> 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 an Interruption of Study (IoS) or Break in Learning (BIL)

- a. You may request an Interruption of Study or Break in Learning, only if you plan to resume your studies at a later date and the interruption (including the duration) is expressly agreed by the University. 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. Please see section 14 (c) below which explains how to access help.
- c. To request an Interruption of Study you must contact us via the <u>Student Self-Service Portal</u>. Our <u>Student Engagement, Interruption and Withdrawal Policy</u> explains more about the process. Typical Interruption of Study are normally granted for periods of up to 12 (twelve) months. For durations longer than 12 (twelve) months these are considered as exceptional circumstances and are considered on a case-by-case basis.

- d. If you are self-funding or have a Sponsor, the calculation of your tuition fees will be based on how many weeks into your Programme you are at the time you interrupt. If you are a Student Visa holder, you will be required to leave the UK during your Interruption of Study and your current visa will be curtailed by UK Visas and Immigration.
- e. If, at the time of interrupting, you have paid all tuition fees for the year of study, you may (at your option) either:
  - I. 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. Please note that the tuition fees payable for subsequent years of study following your return from an Interruption of Study may increase – see section 2 above and our <u>Key Facts About Fees</u> document; or
  - II. 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 our <u>Refunds and Compensation Policy</u> and <u>Key Facts about Fees</u> document). If you receive a refund, you will be charged the rate of fees which are applicable at the time you resume your Programme.
- f. 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 reapply 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

The University is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities. 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 <u>applicants</u> and one for <u>students</u>.

Applicants and Students are encouraged to raise their complaint or concerns at the earliest opportunity, ideally at the time of the incident or as soon as possible after they experience the alleged poor service or support. 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 (OIA) 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 OIA may make recommendations for us to implement. Students have up to 12 (twelve) months from the date of the Completion of Procedures Letter (a letter issued once a student has reached the end of the University internal processes) to refer to the OIA.

#### 11. Students with Visas

a. If you have a visa, you must comply with visa conditions, immigration rules and our <u>Engagement Monitoring Policy</u>. In particular, we are required to monitor your engagement with 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. You also agree to provide all immigration documents to us for us to copy and retain to meet the conditions of your Visa.

- 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.
- c. If you are applying for a visa for the first time you should be aware that we may ask you to a mock interview after you have paid your deposit and before any interview that UK Visas & Immigration may require. If we have concerns about your genuine ability or your English language or your financial documents or your academic certificates/transcripts/other documents then these may be grounds for us to decide you have failed your mock interview and to cancel your Contract under section 7 (a).
- d. Information for students with visas is available here.

#### 12. Misconduct

Action will be taken against you if you are found guilty of misconduct (please refer to our <u>Student Academic Integrity and Academic Misconduct Procedure and Student Misconduct Procedure</u> set out Section 25 List of our Rules and Regulations, Policies and Procedures below<u>)</u> 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. Intellectual Property and Ownership of your work

The University has an Intellectual Property Policy which sets out the University's rules on the ownership, protection and commercialisation of intellectual property, including that created by students. You are subject to the Intellectual Property Policy whilst you are a student of the University. The Intellectual Property Policy is available on the University's website at: <a href="Intellectual Property Policy">Intellectual Property Policy</a>.

What constitutes Intellectual Property is defined in the Intellectual Property Policy

The University's <u>Intellectual Property Policy</u> applies to all works which you produce and which relate to the Programme that we are delivering. With certain limited exceptions set out in our <u>Intellectual Property Policy</u> (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.
- c. 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 <u>askUS</u> 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.
- d. We will issue you with a student ID card when you first register with us which you will need to access our library and other facilities. You are responsible for all usage of your ID card and must keep your ID card safe and secure at all times. Lost or stolen ID cards must be reported to us as soon as possible (email <a href="mailto:askUS@Salford.ac.uk">askUS@Salford.ac.uk</a>).

# 15. Collaboration with other providers to deliver your Programme

Where another provider with whom we are collaborating is responsible for the delivery of the whole or part of your Programme, the following applies:

- a. In addition to our Rules and Regulations, and Policies and Procedures, you must also adhere to the applicable rules and regulations of that provider (copies will be made available to you by that provider). In particular, you must pursue any complaint regarding delivery of your Programme by that provider with that provider. Only if your complaint relates to your Programme with us you will you have a right to take your complaint to the final (review) stage of our student <u>complaints procedure</u>.
- b. If your complaint alleges losses caused by both the University and that provider, subject to section 16 below, the University's liability will be limited to a fair proportion of your losses calculated by reference to the extent of our responsibility. Where it is within our power, we will assist you by requiring that provider to provide you with any remedy to which you are entitled.

#### 16. Our Liability to You

Nothing in our Contract with you shall limit or exclude the University's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation. We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of this Contract or if we fail to carry out our obligations under this Contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control. We will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of this Contract or if they were contemplated by you and us at the time we entered into this Contract. We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the University or by any other third party.

#### 17. Protecting your data

- a. It is your responsibility to provide us with and keep us promptly updated (via the <u>Student Self-Service Portal</u>) about all changes to, your contact details, including your UK address and landline/mobile telephone numbers.
- b. The University will collect and process a range of information about you as part of the application and registration procedures and in relation to your academic progress and student record. We will process your personal data in accordance with all applicable Data Protection legislation and our <u>Privacy Statement</u> which details how students' personal data will be processed and the purposes for which the data is collected. It is necessary for the performance of this Contract that the University collects and processes this data. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change. The Privacy Statement covers the sharing of information about you with certain third parties where we are required to do so including (where applicable to you):
  - i. your Sponsor;
  - ii. any regulatory body which has responsibility for registering you for the profession to which your Programme leads;
  - iii. the Police.
- c. (If you have a Sponsor), you authorise us to share relevant information about you and your studies with your Sponsor.

#### 18. Support 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 <u>Support</u> to <u>Study Policy and Procedures</u>.

#### 19. 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. In accordance with the provisions of the Education Act 1994 Part II, you have the right to opt out of Union membership, and you will not be unfairly disadvantaged in accessing services if you do opt out. Further details about the Students' Union and opting out of membership are available at <a href="https://www.salfordsu.com">www.salfordsu.com</a>.

#### 20. Changes to Terms and Conditions and other documents

We reserve the right to change these Terms and Conditions and the Key Facts about Fees document and any other document comprising the Contract at any time without notice to you provided that the changes are:

in the best interest of or beneficial to students; or, not significant; or,

in response to events beyond the University's control including but not limited to changes in applicable laws and regulations or rules of applicable professional bodies; or,

to rectify an error; or

are to aid clarification.

Each version of these Terms and Conditions and <u>Key Facts about Fees</u> will be published in the <u>Rules and Regulation section</u> of the Student Hub on our website.

Where there is any conflict or inconsistency between these Terms and Conditions, the Key Facts About Fees document, and any of Rules and Regulations listed below, these Terms and Conditions will prevail.

#### 21. 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 in place 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 <a href="Name Change Policy">Name Change Policy</a>. Awarding documentation will be issued in accordance with the timescales displayed on our <a href="University Website">University Website</a> at the time of your award.

#### 22. Governing law and Jurisdiction

English law governs these Terms and Conditions and your Contract with us. You and we both agree to submit to the exclusive jurisdiction of the English courts.

#### 23. Third Party Rights

The Contract is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to the Contract (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with the Contract.

#### 24. 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 and <b>cancel</b> , and <b>cancelled</b> shall be construed accordingly.
Expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her/their Programme 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 never be permitted to study at the University again.
Home Student	A student who we assess as being eligible to pay tuition fees at the home rate according to guidance of the <u>UK Council for International Student Affairs</u> ; and <b>Home Students</b> shall be construed accordingly.
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. This is sometime referred to as a Break in Learning (BIL).
Programme	Any and all programmes of study within the scope of these terms and conditions including supervised practice or research, and associated assessment undertaken by a student of the University which on successful completion leads to the award of a certificate, diploma or degree.
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% (forty per cent) (undergraduate) or 50% (fifty per cent) (postgraduate).
Sponsor	An external organisation such as an embassy, your employer or a government organisation.
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, and <b>Suspensions of Study</b> shall be construed accordingly.
Terms and Conditions	These terms and conditions which define the rights and obligations of both the student and the University, and form part of the Contract between us.
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.

#### 25. List of our Rules and Regulations, Policies and Procedures

Click <u>here</u> to visit our Terms and Conditions page. Here you will find a list of useful documents that apply to all students and form part of your contract with The University (these documents may be updated from time – as mentioned above). The documents available are as follows: -

#### Admission as a student

- 1. Admissions Policy (including Complaints Procedure for Applicants)
- 2. Applicant & Student Criminal Conviction Policy
- 3. Safeguarding Policy

#### Conduct, behaviour

- 4. Fitness to Practise Procedure
- 5. Support to Study
- 6. Student Academic Integrity and Academic Misconduct Procedure
- 7. Student Charter
- 8. Student Code of Conduct
- 9. Student Misconduct Procedure

#### **Complaints**

10. Student Complaints Procedure

#### Fees/Refunds

- 11. Key Facts About Fees
- 12. Refunds & Compensation Policy
- 13. Tuition Fees Policy and Tuition Fees Information
- 14. Bench Fees Policy

#### **Exams/Assessments**

- 15. Assessment and Feedback Policy
- 16. Assessment Boards for Taught Programmes Policy
- 17. Examination Rules and Regulations
- 18. External Examining for All Taught Programmes Policy

#### Health/hardship/wellbeing

- 19. Personal Mitigating Circumstances (PMC)
- 20. Student Support Policy

#### IT system (including student email)

21. ICT Acceptable Use Policy

#### My information

22. Privacy Statement

#### Programme/studies/research

- 23. Academic Regulations for Taught Programmes
- 24. Academic Regulations for Research Programmes
- 25. Personal Tutoring
- 26. Student Engagement, Interruption and Withdrawal Policy
- 27. Student Handbook
- 28. Student Protection Plan

#### Results/grades

29. Academic Appeals Procedure

#### Equality, diversity and freedom of speech

- 30. Equity, Diversity and Inclusion
- 31. Freedom of Speech Policy

#### Pregnancy/children

32. Student Pregnancy, Maternity, New Parenthood and Adoption Policy

#### **Under 18s**

33. Admission of Students Under 18 Years of Age

#### **Students Engagement**

- 34. Engagement Policy for Student Route and Tier 4 Visa Holders at the University of Salford
- 35. Student Guide to the Attendance Monitoring Policy for Tier 4 Sponsored Students
- 36. Student Engagement, Interruption and Withdrawal Policy

#### **Intellectual Property**

37. Intellectual Property Policy

#### 26. About Us and Contact

The University of Salford is a charity established by Royal Charter and regulated by the Office for Students.

The address of the University is The Crescent, Salford, Greater Manchester, M5 4WT.

If you have any queries about any of the information contained in these Terms and Conditions or your Contract with the University please contact:

 $\underline{enquiries@salford.ac.uk} \ for \ applicants; \ and$ 

askUS@Salford.ac.uk if you are a current student.

**END OF DOCUMENT**