

# Student Terms and Conditions for Higher and Degree Apprenticeships commencing /continuing during the 2025/2026 academic year

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

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#### Introduction

These Terms and Conditions (defined in the Glossary of Terms section 24 below) apply to all applicants who have accepted an offer to study a higher or degree apprenticeship programme (Programme) 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 undertake a higher or degree apprenticeship programme after 1 August 2025.

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 in your capacity as a student of the University (you, your). Further information regarding the University including its address is set out in section 26 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), 5 (Rules and Regulations), 6 (a) (Withdrawal of/changes to Programmes and modules), 6 (e) (Circumstances beyond our control where we shall not be liable to you), 7 (If you want to leave your Programme and the University), 8 (Circumstances in which we may cancel your Contract and remove you from your Programme), 13 (Intellectual Property and Ownership of Your Work), 16 (Our Liability to You), and 20 (Changes to terms and conditions).

These Terms and Conditions apply to students from the moment they accept an offer to study 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 26 *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

You will have a legally binding contract with us on the date you accept the offer in our offer letter **(Contract).** 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):

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 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 your 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 24 Glossary of Terms below) within 2 weeks of the start date of your Programme (see section 8 (iii) below).

- ii. 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).
- iii. 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 <a href="Salford">Salford</a>). 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.
- iv. 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 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.** By accepting the offer for the Programme in our offer letter you accept and are bound by the following documents which comprise the Contract between you and us:
  - i. these Terms and Conditions;
- ii. our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
- iii. information on <u>Course Finder</u> (which supersedes and takes precedence over information about your Programme which is in our prospectus see below);
- iv. 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;
- v. 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;
- vi. Our Refund and Compensation Policy; and

vii. 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 will be monitored. Failure to meet the minimum attendance and participation requirements as set out in the <u>Student Engagement, Interruption and Withdrawal Policy</u> may result in the Cancellation of Your Contract with us and removal from your Programme (see section 8 (f) (g), and (h) below).

#### 2. 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 Training Plan which has been signed by you, your employer and the University. If you are undertaking an apprenticeship as an employee of the University, then references to Your Employer in these Terms and Conditions means the University.
- b. The University will only be responsible for paying you and for performing the employer's obligations under your Apprenticeship Agreement if you are an apprentice of the University and the University is Your Employer.

#### 3. 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).
- b. You must perform your obligations and duties under your Apprenticeship Agreement and your Training Plan. if there is any change to your circumstances or employment status whist you are undertaking your Programme you must give notice to us straightaway by email to <a href="mailto:apprenticeships@salford.ac.uk">apprenticeships@salford.ac.uk</a>, and by email or other written communication to your employer Learning and Development Coach/Clinical Educator.
- 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.
- e. If you do not attempt the End Point Assessment in the timeframe allocated to you post-academic completion (please refer to your Training Plan for this detail), your employer will be liable for the cost of the End Point Assessment (up to 20% of the total cost of the apprenticeship). This is referred to in the Employer contract signed by the employer at the outset of the apprenticeship.

#### 4. 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. 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.

#### 5. 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 a Programme to practise a particular profession, or a Programme which may lead you to apply for registration with a professional body (as listed in Appendix A of our <u>Fitness to Practise Procedure</u>) so that you are permitted to practise a particular profession:
  - any concerns about your fitness to practice will be considered under our <u>Fitness to Practice 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. You are required to proactively engage with progress review meetings (PRM) and <u>OneFile/Aptem</u> throughout the duration of your Programme. This includes booking the PRM in a timely manner, supporting employer engagement and comprehensively monitoring and documenting evidence of your progress towards meeting the knowledge, skills and behaviours (KSBs) of your apprenticeship standard and also the off-the-job training requirements.

- e. 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</u>.
- f. 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 academic appeal against a decision reached by the Assessment Board, you may be delayed in progressing on your Programme. This may result in a 'break in learning' (interruption of study) and the consequences would have to be negotiated and agreed with your employer.
- g. As noted above you should read all of the applicable documentations, rules, regulations, policies and procedures (see section 25 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.
- h. 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 8 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.

- i. 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 5 (h).
- j. 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. 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 our IT Acceptable Use Policy.
- k. If you are thinking about changing or have changed your employer, it is your responsibility to ensure you complete the Change in Circumstances form as soon as possible so that we are aware of this. This can be obtained by sending an email to <a href="mailto:Apprenticeships@salford.ac.uk">Apprenticeships@salford.ac.uk</a>. This should be done as soon as possible and within 30 days of your start date with your new employer.

#### 6. 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. 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
- iv. we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies.
- 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 interrupted your studies or deferred your place) modules are discontinued.
- c. 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.
- d. The apprenticeship Training Plan will be updated and re-signed by all parties (the provider, the apprentice and the employer) when any material changes to the programme occur.
- e. 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.

#### 7. If you want to leave your Programme and the University

If you want to leave the University, you must give notice as follows:

- a. via the Student Self Service Portal; and
- b. by sending an email to <a href="mailto-apprenticeships@salford.ac.uk">Apprenticeships@salford.ac.uk</a>; and
- c. By sending an email or other written communication to your employer Learning and Development Coach/clinical educator.

Cancellation may have financial and other implications. You should always discuss this with the University and your employer before you make a decision.

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

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 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 section 5 (h) above); or
- III. you do not register at the appointed time and you do not have a break from your training with the agreement of 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 engage with your Programme and/or your End of Year Point Assessment for a period of 6 (six) weeks or more; or
- VIII. you do not meet the assessment criteria to progress with your Programme [ or to transfer to another Programme]; or
  - IX. 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</u> and <u>Academic Misconduct Procedure</u>; or
  - X. you are found unfit to practise for which the penalty of Expulsion is imposed under our <u>Fitness to Practise Procedure</u>.
  - XI. you have not complied with any compulsory vaccination or other requirements which apply to students who are studying your Programme; or
- XII. your employer dismisses you from your apprenticeship or your Apprenticeship Agreement ends for any other reason; or
- XIII. you change employer to one that does not support the Programme; or
- XIV. you go beyond the University approved/agreed end date of your Programme; or
- XV. you no longer meet all of the eligibility criteria which apply to the Programme; or
- XVI. you do not adhere to your Training Plan; or
- XVII. you prevent us from disclosing and sharing relevant information about you and your studies with your employer.

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 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).

# 9. 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> explain 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.

# 10. 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 a 'break in learning' (Interruption of Studies), you must contact us as follows:
  - I. via the Student Self Service Portal; and
  - II. by sending an email to <a href="mailto:Apprenticeships@salford.ac.uk">Apprenticeships@salford.ac.uk</a>; and
  - III. By sending an email or other written communication to your employer Learning

Our Student Engagement, Interruption and Withdrawal Policy explains more about the process.and Development Coach/clinical educator.

Typical Break in Learnings 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.

#### 11. 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.

#### 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), 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.

#### 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 <u>askUS@Salford.ac.uk</u>).

# 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 employer;
- ii. any regulatory body which has responsibility for registering you for the profession to which your Programme leads;
- iii. the Police.

#### 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 www.salfordsu.com.

#### 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.
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).
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.
Training Plan	Is a structured document that outlines the learning and development activities an apprentice will undertake during their apprenticeship. It serves as a roadmap for both the apprentice and the employer or training provider, ensuring that the apprentice gains the necessary skills, knowledge, and experience to meet the requirements of their role and qualification.
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 to 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. Apprenticeship funding rules

#### **Exams/Assessments**

- 12. Assessment and Feedback Policy
- 13. Assessment Boards for Taught Programmes Policy
- 14. Examination Rules and Regulations
- 15. External Examining for All Taught Programmes Policy

#### Health/hardship/wellbeing

- 16. Personal Mitigating Circumstances (PMC)
- 17. Student Support Policy

#### IT system (including student email)

18. ICT Acceptable Use Policy

#### My information

19. Privacy Statement

#### Programme/studies/research

- 20. Academic Regulations for Taught Programmes
- 21. Academic Regulations for Research Programmes
- 22. Personal Tutoring
- 23. Student Engagement, Interruption and Withdrawal Policy
- 24. Student Handbook
- 25. Student Protection Plan
- 26. Higher and Degree Apprenticeship End Point Assessment (EPA) Policy and Procedure

#### Results/grades

27. Academic Appeals Procedure

#### Equality, diversity and freedom of speech

- 28. Equity, Diversity and Inclusion
- 29. Freedom of Speech Policy

#### Pregnancy/children

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

#### **Under 18s**

31. Admission of Students Under 18 Years of Age

#### **Intellectual Property**

32. 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:

enquiries@salford.ac.uk for applicants; and

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

**END OF DOCUMENT**