

Student Terms and Conditions for Programmes commencing /continuing during the 2025/2026 academic year for Students who are studying wholly or partly with a Partner Institution

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

Contents

Condition	Description	Page
		No.
	Introduction	3
1	Your Contract with us and its formation	4
2	Fees and Payment	6
3	Programme Information	7
4	Rules and Regulations	8
5	Withdrawal of/changes to Programmes and modules	10
6	If you want to leave your Programme and the University: General Right to cancel and Statutory right to cancel	11
7	Circumstances in which we may cancel your Contract and remove you from your Programme	13
8	What happens if any exceptional and unforeseen events prevent us delivering your Programme	14
9	What you need to do if there is a change to your circumstances and you need a 'break from study' (interruption)	15
10	What to do if things go wrong	15
11	Students with Visas	17
12	Misconduct	17
13	Intellectual Property and Ownership of your work	18
14	Facilities, accommodation and support services	18
15	Collaboration with other providers to deliver your Programme	18
16	Our Liability to You	19
17	Protecting your data	19
18	Support to study	19
19	Students' Union	20
20	Changes to terms and conditions	20
21	Graduation	20
22	Governing law and Jurisdiction	21
23	Third Party Rights	21
24	Glossary of Terms	21
25	List of our Rules, Regulations, Policies and Procedures	22
26	About Us and Contact	24

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, where:

- a. a Partner Institution (defined in section 24 Glossary of Terms below) is delivering the whole of your Programme and, on successful completion, you will receive an award by the University or credits that may entitle you to an award by the University; or
- b. a Partner Institution and the University of Salford are each delivering parts of your Programme and, on successful completion, you will receive a joint or dual award by the University and that Partner Institution.

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 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.

If you do not fall within the above categories please refer to our other applicable terms and conditions

1. Your Contract with us and its formation

a. Do I have a contract with the University or the Partner Institution?

You have a separate contract with each of the Partner Institution and the University that run in parallel:

- i. Where the Partner Institution is delivering the whole of your Programme and it leads, on successful completion, to a University award or to credits towards a University award, your Contract with us will relate only to the award/credits.
- ii. Where we are delivering any part(s) of your Programme, your Contract with us will relate to the delivery of that part(s).
- iii. Where the Partner Institution is delivering any part(s) of your Programme, your contract with the Partner Institution will relate to the delivery of that part(s) and you should refer to the Partner Institution's applicable terms and conditions.
- b. Where you received an offer letter from us, 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.
- c. Where you receive an offer letter from a Partner Institution, you will have a legally binding contract with us on the date that you register with us for the first time for your Programme (Contract). To register with us you must have already accepted the offer of a place on the Programme with your Partner Institution and have met all outstanding conditions.
 - 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 4 (four) 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 24 Glossary of Terms below) within 4 (four) 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 Key Facts about Fees document and Refund and Compensation Policy 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 <u>Key Facts about Fees</u> document and <u>Refund and Compensation Policy</u> 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 25 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:- https://www.salford.ac.uk/student-terms-and-conditions (full details of the Registration process can be found at Registration | 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 registered 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.
- d. **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). (Please note: this only applies if you are studying part of your Programme at the University and are responsible for paying tuition fees directly to us);
- iii. our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter). (Please note: this only applies if we issue you with an 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). (Please note: this only applies if the University and Partner Institution are both
- v. 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 <u>Admission of Students Under 18 Years of Age</u>;
- 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.

- e. 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 Student Engagement, Interruption and Withdrawal Policy may result in the Cancellation of Your Contract with us and removal from your Programme (see section 7 (a) [(vii), (x), and (h)] below).
- f. 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

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.

- a. Do I have to pay fees to the University or the Partner Institution?
 - i. If your Programme is being delivered by the Partner Institution, then you will be required to pay all applicable fees to the Partner Institution, or as the Partner Institution directs you, in accordance with its terms and conditions.
- ii. If each of the University and the Partner Institution is delivering parts of your Programme and the Programme leads to a joint or dual award by the University and the Partner Institution, you will be required to pay all applicable fees to either the University or the Partner Institution as specified in your offer letter(s) for the Programme.
- b. If you are required to pay fees to us as set out in section 2 (a) (ii) above, then sections 2 (b) (i) to (x) (inclusive) below apply to you. If you are required to pay fees to the Partner Institution, but fail to do so then, in addition to any consequences under the Partner Institution's terms and conditions, section 2 (b) (iv) below applies to you:
 - i. The tuition fees for each year of study are set out as part of your offer of study.
 - ii. If you are a home student without a sponsor, tuition fees for each year of study must be paid in full before the date that year of study starts or (provided that you set up a recurring debit or credit card payment before the date that year of study starts) by 5 equal 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 are eligible for a postgraduate loan from the Student Loans Company are able to set up a payment plan to coincide with their scheduled loan payments.

- iii. 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 4 weeks after your Programme starts) and pay the deposit on or before registration. Failure to pay your deposit on time may result in you being unable to register. A deposit is refundable only in respect of your first year of study and only if:
 - iii.i. you satisfy us that you have not already used our confirmation of acceptance for studies letter to obtain a visa or, having used that letter, you are refused a visa (unless the reason for refusal is your use of fraudulent or misleading information or documents); and
 - iii.ii. you paid the deposit using a lawful payment method.
- iv. The following also applies:

iv.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.

iv.ii. Other unpaid fees: you may be prevented from attending a graduation ceremony.

- v. If you have to re-take any module or repeat any year of study, you will be charged additional tuition fees which will be the amount payable by students starting that module or year of study at that time.
- vi. You must pay us other additional amounts in certain circumstances, e.g. library fines and (if applicable to your Programme), examination fees, bench fees, material costs and field trip costs (for Programme specific information please refer to the Fees and Funding, additional costs section, of the Programme entry in Course Finder).
- vii. Cancellations, interruptions and suspensions of study will not be backdated so you may continue to be charged tuition fees for the period up to and including the date we receive formal notification.
- viii. Where your Contract is cancelled, but we subsequently agree that you may re-join your Programme, you may be required to pay all tuition fees in full before resuming your Programme.
- ix. 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 Refund & Compensation Policy.
- x. No discount on your tuition fees is given where you join the Programme late.
- c. 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 ICT Acceptable Use Policy (see section 4 (i) below). Failure to pay these charges may result in you being unable to attend your graduation ceremony.

3. Programme Information

a. The key information you need about your Programme (including the Programme title, length, modules, tuition fees/other costs) will be detailed in the offer letter provided

either by the University or the Partner Institution.

4. Rules and Regulations

- a. By completing online registration with us, you agree to comply with all rules, regulations and procedures of each of the University and the Partner Institution and these rules, regulations and procedures may be updated during your studies. We reserve the right to make changes to our regulations, policies and procedures and to introduce additional documents (normally before the start of a year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will give you notice where changes are made.
- b. 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>):
 - i. any concerns about your fitness to practice will be considered under our <u>Fitness</u> to <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 University qualification you are awarded 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>. Where you are also awarded a Partner Institution qualification, you should refer to the partner institution's rules and regulations.
- 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 Academic Appeals Procedure). 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 Applicant & Student Criminal Conviction Policy located within Student Facing Policies and Procedures.

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 by the University, 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.

- i. Where you have access to our IT system regarding your Programme (or any part of it), 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 is punishable with sanctions including blocking of your account.
- j. Where the University is delivering part of your Programme, you must attend all timetabled and scheduled events for that part unless you have good reason, and your compliance may be monitored.

5. Withdrawal of/changes to Programmes and modules

University award

- a. If your Programme is delivered by the Partner Institution and leads, on successful completion, to a University award or to credits towards a University award, then the terms and conditions of the Partner Institution will govern how and when withdrawals or changes to delivery of the Programme can be made. However, you should be aware that we may require significant changes to the Programme where we consider they are covered by this section 5 a (i), (ii) or (iii) and the Partner Institution has obtained all necessary approvals to implement those changes. We may also withdraw the Programme where we consider this is necessary under section 5(i) or (iii):
 - II. we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or
 - II. the change is beneficial to students; or
 - III. there are other unforeseen circumstances which are outside our control.

Joint or dual awards of the University and the Partner Institution

- a. Occasionally parts of Programmes that we are delivering or the facilities that we use to deliver them and that lead to a joint or dual University award 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 adverse effects. This is unusual but can happen where:
 - I. 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
 - II. the partner institution ends its relationship with us or fails to deliver its part(s) of the programme to the required quality or standard; or
- b. we are affected by an exceptional event that is outside our reasonable control. For illustration purposes only, examples would be natural disaster, adverse weather, terrorism, pandemic or industrial action); or
 - I. we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or
 - II. the change is beneficial to students; or

- III. (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.
- c. If you are adversely affected by a significant change or withdrawal, you may switch to another Programme or, in the absence of a suitable alternative, cancel and leave the University. We have a <u>process</u> which sets out exactly what happens in this situation.
- d. 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.
- e. 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.
- f. Our <u>Refunds & Compensation Policy</u> sets out what you can expect to happen where it becomes necessary for us to make any changes that could substantially affect the part(s) of your Programme that you are studying with us. (**Please note**: we are only responsible for paying refunds of fees to students who have paid those fees directly to us. The Partner Institution is responsible for paying any refunds of fees to students who have paid those fees directly to the Partner Institution).
- g. The Partner Institution's rules and regulations for withdrawing or changing Programmes may also apply to the parts of your Programme which it is delivering.
- h. 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. If the Partner Institution is delivering all of your Programme, then your rights to cancel, and your entitlement to a refund, will be governed by the terms and conditions of that Partner Institution.

b. If each of the University and the Partner Institution are delivering parts of your Programme, then your rights to cancel, and your entitlement to a refund, will be as follows:

Provider to whom you pay your fees	Provider whose terms and conditions will govern cancellation/refunds and to whom you should give notice of cancellation*
The University	The University
The Partner Institution	The Partner Institution

Please refer to our <u>Key Facts About Fees</u> document and <u>Refund and Compensation</u> Policy for further information.

*Your contracts with the University and the Partner Institution are interdependent which means that if you cancel one, the other will also need to be cancelled. For that reason, if you give notice of cancellation to the Partner Institution, you should also let the University know you have done this (and vice versa).

c. If each of the University and the Partner Institution is delivering parts of my Programme and I pay my fees to the University, what are my cancellation rights?

General right to cancel

In addition to your statutory right to cancel (see below), you may cancel your Contract at any time without giving us any reason. Where you cancel before a year of study has started, you will not have to pay us anything in respect of that year of study, although you will lose any non-refundable deposit you have paid us (where applicable).

Where you cancel during a year of study, the <u>Key Facts About Fees</u> document sets out when you will be entitled to a refund of any fees you have paid. 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.

II. Statutory right to cancel

You have a statutory right to cancel your Contract (without giving us any reason) within a 14-day period which starts on the day after you accept our offer of a place on the Programme ("14-day period"). If you receive unconditional and conditional offers, the 14-day period starts on the day after you accept the conditional offer. If teaching of your Programme is scheduled to start during the 14-day period, you expressly agree that your Programme will start before your statutory right to cancel has ended.

d. 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, Interruption and Withdrawal Policy</u>).

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

- a. If the Partner Institution is delivering all of your Programme, then the circumstances in which you can be permanently removed from your Programme and your contract cancelled will be governed by the terms and conditions of that Partner Institution.
- b. If each of the University and the Partner Institution are delivering parts of your Programme, then the circumstances in which you can be permanently removed from your Programme and your Contract cancelled, will be as follows:

Provider to whom you pay your fees	Provider whose terms and conditions will govern your permanent removal
The University	The University
The Partner Institution	The Partner Institution

c. If each of the University and the Partner Institution is delivering parts of my Programme and I pay my fees to the University, in what circumstances could the University permanently remove me from my 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 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 Engagement Monitoring Policy 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 sanction of expulsion is imposed under our <u>Fitness to Practise Procedure</u>;
- XIII. you are permanently removed from the Programme by the Partner Institution in accordance with its applicable terms and conditions.
- d. If your Contract is cancelled, your registration as a student will be cancelled which means that you would no longer be a student of the University. As a result you would no longer be able to make use of the University facilities, attend lessons/lectures, sit examinations or submit assignments for marking. Any assessments/ assignments, (e.g. coursework or exams) that you do submit or take, following cancellation, will be considered as null and void.

If you are allowed to re-join the Programme at a future date, you will be required to repeat these assessments and examinations before you can continue your studies or be awarded a qualification. The consequences of registration being cancelled are the same for all students (whether you are from within or outside the United Kingdom or you are studying full time or part time or by distance learning).

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 you need an Interruption of Study or 'break from study'

- a. If the Partner Institution is delivering all of your Programme, you must give notice to interrupt your studies to the Partner Institution in accordance with its terms and conditions.
- b. If each of the University and the Partner Institution are delivering parts of your Programme, you must give notice to interrupt your studies to whichever of them collects fees from you.
- c. If the University collects the fees, to interrupt your studies, you must give us notice via the <u>Student Self-Service Portal</u>. 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.
 - I. We can provide a range of support if you are experiencing any difficulties. Please see section 14 (d) below which explains how to access help.
 - II. To request an Interruption of Study you must contact us via the Student Engagement, Interruption and Withdrawal Policy 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.

10. What to do if things go wrong

We recognise that sometimes things go wrong and the table below sets out to whom your complaint should be made:

When to complain to the University	When to complain to the Partner Institution
Your complaint relates to an application for	Your complaint relates to an application for
the Programme and the University is	the Programme and the Partner Institution is
responsible for the admissions process.	responsible for the admissions process.
Your complaint relates to the award, or the	Your complaint relates to the award, or the
credits towards the award, made by the	credits towards the award, made by the
University to students on your Programme.	Partner Institution to students on your
	Programme.
Your complaint relates to the part(s) of the	Your complaint relates to the whole
Programme or to any services or facilities that	Programme or to part(s) of the programme or
the University is responsible for delivering.	to any services or facilities, that the Partner
	Institution is responsible for delivering.
You have made your complaint to the	

Partner Institution (see opposite), but your	
complaint remains unresolved after the final	
stage of the partner institution's own	
complaints procedure (see appendix A).	

If you wish to make a complaint to the University, we have two complaints procedures: one for <u>applicants</u> and one for <u>students</u>.

If your complaint to the Partner Institution remains unresolved after the final stage of the Partner Institution's own complaints procedure, you may refer your complaint to us for a final review. There is no further appeal to the University against the outcome of that final review.

If anything goes wrong, who is responsible for putting it right?

The University is solely responsible for the remedy/outcome of each complaint that is required to be made to the University under appendix A and that is upheld in whole or part.

The Partner Institution is solely responsible for the remedy/outcome of each complaint that is required to be made to the Partner Institution under appendix A and that is upheld in whole or part (including on any final review by the University).

Who is responsible for any academic appeals?

This depends on who is delivering your Programme – see below.

Who is delivering your Programme?	Responsibility for academic appeals
The Partner Institution	The University
The University and the Partner Institution are both involved in delivery	The University: if the academic appeal relates to any part(s) of your Programme that the University is delivering.
	The Partner Institution: if the academic appeal relates to any part(s) of your Programme that the Partner Institution is delivering.

Where I am required to make an academic appeal to the University, how should I do this?

Assessment outcomes for University awards 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 Academic Appeals Procedure). If you submit an appeal, you may be prevented from progressing on your Programme pending the outcome. If your appeal is unsuccessful and the delay means you have to resume your Programme in the next year of study, there may be fee implications. Where you are responsible for paying us your tuition fees, you will be required to 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.

How do I make an academic appeal to the Partner Institution?

You should refer to the Partner Institution's academic appeals procedure.

What is the procedure for dealing with any misconduct?

If you are studying for a joint or dual award of the University and the Partner Institution then, depending on the nature of the misconduct, disciplinary action may be taken against you by either or both the University and the Partner Institution. For example, if you commit any misconduct during the period that the University is delivering any part(s) of your programme, then disciplinary action will be taken under the University's disciplinary procedure.

Sanctions under the University's disciplinary procedure range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in a suspension of study (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.

If the Partner Institution is delivering the whole of your Programme, then it is for the Partner Institution to take disciplinary action against you under its own disciplinary procedure.

11. Students with Visas

- a. If you have a visa, you must comply with visa conditions, immigration rules and our Engagement Monitoring Policy. 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 24 List of our Rules and Regulations, Policies and Procedures below) 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 <u>Intellectual Property Policy</u>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: <u>Intellectual Property Policy</u>.

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

If I am studying with a partner institution will I have access to the University's services and facilities?

- a. If you are registered as a student with the University, you will have access to certain services and facilities. However, the level of access will depend on the Programme, the Partner Institution and the location of your studies.
- b. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our reasonable control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.
- c. Third parties own and manage the student accommodation which is located on campus and, if you are staying there, you will have a separate contract for your accommodation with them.
- d. We offer a range of support services for our students for every aspect of life away from the lecture theatre and they can be accessed via our <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.

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

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.

The University and the Partner Institution are each responsible for the personal data that they are processing in connection with the delivery of your Programme.

Where you are registered with the University then, as far as the University is concerned, 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.

(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

Where you are studying part of your programme with the University, 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

Will I be entitled to attend a graduation ceremony at the University?

If you successfully complete a University qualification, you will be entitled to attend a graduation ceremony to receive your award, either at the University or, for those students studying overseas, this event will take place in-country. This will be dependent on the arrangements as detailed in the contract the University has with your institution.

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.

Award documents

We are responsible for those award documents for which we are the awarding body.

The name that appears on all awarding documents will be your full name as it is written in our system on the date you are awarded a qualification by the University. Unfortunately, our system is unable to recognise accent marks so your name will appear on awarding documents without any accent marks that your name may have. Name changes must be in accordance with our Name

<u>Change Policy</u>. Awarding documentation will be issued in accordance with the timescales displayed on our <u>University Website</u> 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. Your contract with the Partner Institution is governed by the laws of the country in which the Partner Institution carries on its business. For further information you should contact the Partner Institution.

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 cancel , and cancelled 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).	
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 UK Council for International Student Affairs ; and Home Students shall be construed accordingly.	
Partner Institution	Where 2 or more partner institutions are involved in the delivery of a programme, reference to partner institution in these terms and conditions means all of them.	
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 Suspensions of Study 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

Exams/Assessments

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

Health/hardship/wellbeing

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

IT system (including student email)

20. ICT Acceptable Use Policy

My information

21. Privacy Statement

Programme/studies/research

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

Results/grades

28. Academic Appeals Procedure

Equality, diversity and freedom of speech

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

Pregnancy/children

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

Under 18s

32. Admission of Students Under 18 Years of Age

Intellectual Property

33. 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