



## **Terms and conditions – 2020/21 entrants**

1. These terms and conditions represent an agreement between you and Abertay University (“the University”). By accepting the offer of a place, you accept these terms and conditions in full, and the regulations and policies listed at Annex A, which together form the contract between you and the University (“the Contract”).

### **Your application and offer**

2. It is your responsibility to ensure that all information you provide to the University is true, accurate, complete and not misleading. If your application is found to contain inaccurate or misleading information, or relevant information has been omitted, your offer may be amended or withdrawn and/or the Contract, and your registration at the University, terminated.
3. Your offer may be conditional or unconditional. Where your offer is conditional, it will set out the conditions you need to fulfil to be admitted to the programme of study.
4. The offer of a place shall be withdrawn if the conditions set out in your offer have not been fulfilled by the date indicated in your offer letter.

### **Registration**

5. You are required to register at the start of your proposed programme of study and annually for each subsequent year of study. Registration must be completed, and you must have started attending classes, before the end of the second week of a programme.
6. If you are subject to UK immigration control, you must demonstrate that you have appropriate immigration status in order to be eligible to register.

### **Tuition fees**

7. Tuition fees for all postgraduate students, international undergraduate students and undergraduate students from England, Wales and Northern Ireland are set at the point of first registration for your proposed programme of study, and will not increase during the term of the Contract.
8. Tuition fees for Scottish and European Union undergraduate students are set in line with Scottish Government guidance, and may increase from year to year.
9. If you receive full or partial support for your tuition fees, either from a grant-awarding body such as SAAS, or from an employer or other sponsoring agency, you will be asked to provide proof of this support, together with full contact details for the sponsor, to the University at the start of each academic year of study.

10. If you have confirmed that you will be funded by a sponsor, the University will request payment from the sponsor. It is your responsibility to inform the University's Finance Office of any changes to your future funding that may be relevant.
11. If payment of your tuition fees is being met by a sponsor and the sponsor fails to make payment of your tuition fees, then you will be personally liable for payment of the tuition fees or any outstanding balance of fees.
12. If you do not receive support for your tuition fees, or only partial support, you will be required to make arrangements for paying your tuition fees or the outstanding balance of fees. [Although fees become due on the date of registration, the University makes instalment options available to self-funded students from the UK and the EU.]
13. If you have to repeat or substitute a module in a subsequent academic year, that was not successfully completed in the academic year in which it was first taken, a pro-rata module fee will be charged.
14. If you opt to pay your tuition fees by instalments, you will be required to set up a 'Recurring Card Payment' plan and register your bank card details on our payment system. An 'Advance Notice' will be sent to you advising payment dates and amounts. Payments will be attempted in accordance with the advance notice. If a payment fails, you will have 5 days to rectify any issues before a second payment attempt is made.
15. Where your tuition fee has not been paid in full by the relevant date or where the second payment attempt, in accordance with clause 14 above, fails, the University will follow its Student Debt Management Policy (see Annex A below). You may incur additional charges and ultimately may be withdrawn by the University from your programme of study and your Contract terminated. In such an event, tuition fees shall remain payable for the period in which you were registered as a student.

### **Other costs**

16. Where other costs directly related to your programme of study are likely to be incurred, these will be set out in your programme information. You will be responsible for payment of any such costs.

### **Changes to your programme**

17. The University has provided you with information on your programme title and core modules, and will endeavour not to change these other than in the circumstances described below.
18. A programme title may change, for example, to reflect developments in the subject. If the University intends to change the title of your programme, you will be informed of the proposed change, and will be entitled either to change to the new title, or to retain the original title.
19. Core modules are not expected to change during your programme of study, but the content will be updated. However, in some disciplines the subject develops rapidly, and so it is possible that core modules may need to be replaced to reflect the change. Your programme information indicates how likely this might be for your subject.

20. Option or elective modules will change over time; your programme information sets out possible elective modules, but the options or electives listed may not run in a given year, depending on staff availability and developments in the subject.
21. The University's portfolio of programmes changes over time, with new programmes being introduced, and others being withdrawn. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered for the relevant programme to complete the programme within the normal period of study.
22. Where a programme is accredited by a professional body, the University may be required to change the programme to meet the professional body's requirements.
23. In all cases, the University will communicate to students and applicants affected by a programme change as soon as it has been approved. In most cases, this will be in the academic year before the change happens. There are, however, limited circumstances, that generally cannot be anticipated, where changes may need to be made with less notice.

### **Cancellation**

24. If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract at any time within 14 days of the date of your acceptance of the offer.
25. If you wish to cancel the Contract in accordance with paragraph 24, you may do so by informing the University in writing, or by completing the cancellation form at Annex C.
26. If you cancel within the 14 day period, any advance payment made by you will be refunded in full.
27. Notwithstanding the specific rights to cancel under paragraphs 24 to 26, you may withdraw from study at the University, and cancel the Contract at any time after registration, by following the University's withdrawal procedure. If you cancel the Contract in this way, then you may lose all or part of the tuition fees paid by you or on your behalf, in accordance with the University's Refund Policy.
28. The University may cancel the Contract at any time in accordance with the Academic Regulations, the Code of Student Discipline or the Student Debt Management Policy.

### **Complaints**

29. If you have a complaint about the University or your programme of study, you should refer to the University's Complaints Procedure (see Annex B).

### **Liability**

30. The University shall have no responsibility or liability for (i) loss or damage to your personal property or (ii) any injury to you (financial or otherwise) or damage to your personal property caused by another student of the University or by any person who is not an employee or authorised representative of the University.

## **Data Protection**

31. Any personal data provided by you may be processed by the University in accordance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016. The University holds information about you in order to manage student recruitment, admission, registration, study, examination, graduation and other student services such as accommodation and careers. Information is passed between various sections of the University for operational reasons and may also be disclosed to external agencies to which the University has obligations (for example: Electoral Registration Officers, Scottish Funding Council, Higher Education Statistics Agency, Student Loans Company and Research Councils). You should refer to the University's Data Protection Policy and Student Privacy Notice (see Annex B).

## **General**

32. You should visit the University's website regularly as any amendments to the regulations and policies referred to in these terms and conditions shall be made available on the University's website. The University will take reasonable endeavours to draw your attention to any significant changes to those regulations and policies.
33. If there is any inconsistency between these terms and conditions and the other documents forming part of the Contract, the provisions of these terms and conditions shall prevail.
34. A failure or delay by the University to exercise any right or remedy under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
35. If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
36. Any modification to or deletion of a provision or part-provision in accordance with paragraph 35 above shall not affect the validity and enforceability of the rest of the Contract.
37. The Contract constitutes the entire agreement between the University and you in relation to its subject matter.
38. The terms of the Contract shall only be enforceable by the University and you.
39. The Contract and any proceedings arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland and the Scottish courts shall have exclusive jurisdiction to settle any proceedings that arise out of or in connection with the Contract or its subject matter.

## **Annex A: regulations and policies applying to students**

**Academic regulations** – these regulations set out the requirements for the University’s degree programmes. There are separate regulations for undergraduate programmes, postgraduate taught programmes, and research programmes. Regulations are reviewed and updated annually, and any changes to the regulations are communicated to students at the start of each academic year.

**Code of student discipline** – there are two student discipline documents, one covering academic misconduct, and the other non-academic misconduct. These apply to all students of the University.

**Student debt management policy** – this policy explains the steps the University will take in cases where a student is in debt to the University (e.g. non-payment of tuition fees or accommodation charges and fee liability in the event of withdrawal).

**Refund policy** – this policy outlines how fee reductions/refunds of tuition fees are calculated.

**Tier 4 compliance requirements** – this document sets out the responsibilities of international students sponsored by the University to study in the UK under Tier 4 of the Points Based System.

**IT Regulations**– these regulations set out the responsibilities of students using the University’s Library, IT systems and network.

## **Annex B: other relevant policies**

**Data Protection Policy; Student Personal Data Privacy Notice** – this policy, together with the Student Privacy Notice, sets out how the University holds and processes personal data.

**Complaints Procedure** – this explains how to make a complaint, and how the University will handle any complaints received.

All of the documents listed above can be accessed at:

<https://www.abertay.ac.uk/study-apply/how-to-apply/terms-and-conditions/>

### **Annex C: Cancellation form**

*If you accept your offer by distance communication (for example, via UCAS or online, without face to face contact) you have a legal right to cancel the Contract at any time within 14 days of the date of your acceptance of the offer. You may do so by notifying the University in writing or by completing this form.*

### **Notice of cancellation of contract**

I hereby give notice that I cancel my contract with Abertay University.

Name:
Address:
Programme accepted:
Date of acceptance:
Signature:
Date of cancellation: