

Terms and Conditions for Applicants and Students 2024/25

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1.Introduction

- 1.1 When you accept an offer of a place on a programme or course of study at the University, you are accepting these terms and conditions in full, which along with the University's regulations form part of the contract between you and the University of Strathclyde.
- 1.2 The offer letter will provide a link to the Terms and Conditions for Applicants and Students and information about the Student Contract on the University website.
- 1.3 The Student Contract is a legally binding agreement between you and the University and is reconfirmed when you register for each new academic year. Therefore, you must read and understand the Terms and Conditions before accepting your place at the University and/or prior to registration for the next academic year if you are already a student.
- 1.4 The Student Contract page on the University website will explain what constitutes the contract in terms of your rights and obligations. It applies from the point you accept your offer and throughout your period of study at the University. Adherence to the Student Contract is required for a student to be admitted and to benefit from the services provided by the University.
- 1.5 The University's Admissions Policy sets out how the University will process your application and outlines how to request feedback on any decision which has been made.
- 1.6 The University's Fee Policy sets out how the University sets out important information for applicants and students in relation to fees and the payment of fees.
- 1.7 The Student Debt Management Policy sets out the policy of the University in relation to study debt, along with the debt management procedures that will be followed.
- 1.8 The Tuition Fee Deposit Refund Policy sets out when the University will and will not refund the deposit paid by an international student.
- 1.9 The University's Academic Regulations set the academic framework in which our degree programmes are delivered.
- 1.10 The University's Student Contract, Terms and Conditions for Applicants and Students, Admissions Policy, University Fee Policy, and Academic Regulations will be updated annually and will be published on our website for each academic year.
- 1.11These terms and conditions apply to prospective students, applicants, and all undergraduate and post graduate students, across all modes of delivery (full-time, part-time, online learning).
- 1.12 If you have any questions regarding these Terms and Conditions, or you require the information in hard copy or another format, please contact admissions@strath.ac.uk

2. Applications, Admissions and Qualifications

2.1 We strive to provide as much information as possible on our website, to enable you to make an informed choice about your application. Information about the programme you are applying for can be found at our Courses Webpage. Our <u>Courses Page</u> provides details

- for each of our taught degree programmes on the mode of study, duration of programme, name of award, location, tuition fees and how to apply. Similar information about our research degree programmes can be found PhD Postgraduate Research Degrees.
- 2.2 Disclaimer: The information provided on our website may occasionally reference or link to to content from third party websites. While we strive to ensure accuracy and reliability, we cannot guarantee the completeness or accuracy of information obtained from these external sources. Users are encouraged to independently verify any information found on third party websites before relying on it for decision making purposes.
- 2.3 Applications to the University of Strathclyde are normally made online, either via the Universities and Colleges Admissions Service (UCAS) or our direct online application. You are responsible for ensuring that all information submitted as part of the application is accurate. Should it become apparent that incorrect or fraudulent information has been submitted as part of the application, the University reserves the right to re-assess your fee or immigration status, withdraw your place, or where you have already registered, terminate your registration at the University. Additionally, it is crucial to ensure the accuracy of information provided to the Home Office or any relevant authority. You should verify all details and facts before submitting any information to official entities.
- 2.4 If you receive an offer of admission, it will either be conditional or unconditional.
- 2.5 If your offer is conditional, the University will set out the conditions that you will need to fulfil to be admitted onto your chosen programme. This will normally be academic qualifications, but you may also be asked to provide other information, for example copies of references, evidence of work experience. Your offer may also be conditional upon you passing an English language test. If you fail to meet the conditions outlined in your University offer, we may withdraw the offer of admission. This means that you lose your place at the University and you won't be able to attend the course you applied for.
- 2.6 An unconditional offer means that you have already met our academic entry requirements and have been accepted for the programme.
- 2.7 Each application is considered on an individual basis by the relevant Faculty. A decision to offer a place on a programme will be made by them and the Admissions team will release the decision. If you do not satisfy the conditions of your offer, you should contact the relevant Faculty for guidance. It's important that you communicate with the University as soon as possible to discuss your options and any potential alternatives.
- 2.8 Your response to our offer should either be made directly via UCAS (for fulltime undergraduate programmes) or via the applicant portal (for all other modes or levels of study where you apply directly to the University).
- 2.9 Prior to registration, applicants will be expected to provide copies of all the qualifications stated within the application form for verification purposes. Failure to provide this information may lead to withdrawal of your place. This means that you will not be able to register or attend the course that you applied for.

2.10 If your programme is formally accredited by a professional body the University website shall publish this information and can be found by doing a search for 'accredited courses' on our Courses Page.

3. Cancellation and withdrawal rights

- 3.1 In line with Consumer & Marketing Authority (CMA) guidelines, you have a legal right to cancel the Student Contract at any time within 14 days from the date the Student Contract is formed i.e., from your acceptance of the University's offer.
- 3.2 To withdraw your offer of acceptance and cancel the contract, you should:
 - i. if you applied through UCAS, please contact UCAS to change your acceptance within 14 days of accepting your offer; and
 - ii. if you applied directly to the University, you must notify the University in writing (including by email). The cancellation will take effect immediately.
- 3.3 If you change your mind once you have registered as a student with us and choose to withdraw from your studies, you must contact the relevant Faculty in writing to inform them that you no longer wish to continue with your studies.
- 3.4 If you choose to withdraw or suspend your studies, dependent on when you choose to do this, you may be liable to pay a proportion of tuition fee for the classes you have attended and/or the research supervision you have received. The University Fees Policy will provide further details on this.

4. Tuition fees and other costs

- 4.1 The University charges fees annually to students registering for study on one of its academic programmes. The amount of fee due will vary by programme and an applicant's or student's fee status and is set out in the applicant's offer letter.
- 4.2 You must pay your tuition fees in full or provide satisfactory evidence that your tuition fees will be paid by a sponsoring authority as defined by the <u>University Fees Policy</u>.
- 4.3 If you fail to pay your tuition fees for that academic year the University reserves the right to withhold academic award results and to not permit you to graduate. The University also reserves the right to terminate your registration so that you will not be able to register in a subsequent academic year. This action will terminate the Student Contract and steps will be taken, in line with the University Fees Policy, to collect any outstanding tuition fees.
- 4.4 If your sponsor or funder fails to make the necessary fee payment then you will become responsible for payment of these fees.
- 4.5 Fees for most students studying part-time are normally calculated pro-rata to the number of credits studied unless otherwise stated.
- 4.6 Other costs, not included in tuition fees, can include field trips, personal membership of relevant professional bodies, gown hire for attendance at a graduation ceremony etc. Some programmes charge a bench fee which covers the cost of laboratory space, consumables

or equipment. Details of any programme-specific books or equipment that a student must purchase themselves to undertake their programme of study are published on individual programme webpages.

4.7 Full details on the Payment of Fees and the Non-payment of Fees can be found in sections 9 and 10 of the <u>University Fees Policy</u>.

5. Accommodation

- 5.1 Students coming to the University for the first time (including direct entrants), who will be studying for a full academic year and are out with a 25-mile radius of the Strathclyde campus are eligible to apply for accommodation through the University. Exceptions will apply to applicants with extenuating circumstances and those with SIMD Quintile 1 and 2 home postcodes.
- 5.2 You apply for accommodation online once you have received an offer of admission.
- 5.3 Full details of the application process, deadlines, and policies can be found on our Accommodation section

6. Criminal Conviction Declarations

- 6.1 All students (new and existing) will be asked every year, during the registration process, whether they currently have any unspent or pending convictions for serious offences. If requested by the University, you must tell us about any unspent criminal convictions which you have received prior to your application or which you receive after your application has been submitted.
- 6.2 The Rehabilitation of Offenders Act 1974 allows most convictions to be considered spent after a certain period. This period known as the rehabilitation period is determined by the sentence or disposal given, rather than the type of offence. If the rehabilitation period has not expired, then the conviction is considered unspent.
- 6.3 The University is committed to ensuring that all applicants declaring a criminal conviction or pending charges are treated fairly and transparently regarding their admission to the University. Except for applications to some professional and vocational programmes, applicants are not required to declare a criminal conviction at the point of application.
- 6.4 Applicants to professional and vocational programmes need to satisfy both academic and professional suitability criteria to gain admission.
- 6.5 Some UK applicants will be required to register with the Protection of Vulnerable Groups (PVG Scheme) if, as part of your studies, you will be undertaking a placement or research which involves working with children and/or vulnerable adults and will therefore undergo a background check on any previous criminal convictions.
- 6.6 Where this is the case, the University will advise applicants of this requirement and of the process involved in registering with the PVG Scheme.

- 6.7 EU and international applicants who are applying to a programme for which a criminal records check is necessary, as part of the University's admissions process, will be required to undergo criminal records check in their own country and provide the University with a Certificate of Good Conduct.
- 6.8 The University needs to ensure that the University's campus (including both on-site and online) is a safe environment for all applicants, staff, students, and visitors. Therefore, the University reserves the right, upon disclosure of such convictions or these otherwise becoming known to it, to cancel/withdraw the offer, withhold admission and terminate any contract with you (where it reasonably deems that risks cannot be appropriately managed). Alternatively, to designate restrictions upon you (as it reasonably sees fit to assist with managing any risks) whilst you are at the University.
- 6.9 Students who receive a conviction, reprimand, or caution between an offer of admission being made and the start of studies are required to inform the University. This should be done by writing to the Head of Admissions and Student Lifecycle Services who will investigate this in accordance with the University's Procedure for Managing Students with Criminal Proceedings or Unspent Criminal Convictions.
- 6.10Information provided in your PVG certificate will be investigated in accordance with the University's Procedure for Managing Students with Criminal Proceedings or Unspent Criminal Convictions. If your PVG check reveals information which may make you unsuitable for the programme you have applied to, the University reserves the right to withdraw the offer of admission. Further information on Criminal Conviction declarations.

7. Registration

- 7.1 Registration is the formal process of becoming a student at the University.
- 7.2 When you register as a new student at the University you will be asked to re-confirm your acceptance of these Terms & Conditions, including your agreement to adhere to the University regulations, policies and procedures, and the payment of tuition fees.
- 7.3 Information regarding registration for new taught students is normally sent out 4-6 weeks prior to the programme start date. All new students must register at the University by the University's final registration date, which is normally four weeks after the programme start date. Students who fail to register by this date may be withdrawn from studies. International students may have their sponsorship withdrawn and be reported to the Home Office (where applicable). In addition, the student status on our record system will be changed from "valid to register" to "failed to register".
- 7.4 All returning taught students are required to register at the start of each new academic year and arrange payment of your tuition fees. As part of this registration process, you will be required to confirm your acceptance of the University regulations, policies, and procedures, and to update your contact and next of kin details if they have changed. Failure to complete this registration process may lead to the University withdrawing your place of study.
- 7.5 Research degree students have a programme start date of the 1st of the month and must register by the 15th of the month. Students who fail to register by this date will either be withdrawn or deferred to the next available start date, subject to University approval.

- 7.6 Students who are studying on a student visa will be required to undertake additional checks as part of our UKVI Sponsor Licence obligations.
- 7.7 All registered students will receive a University of Strathclyde student email address. Students have a responsibility to check this email account regularly, as this is how we will communicate with you about any changes to your student status. University IT Policies can be found at Policies & regulations | University of Strathclyde

8. Late Arrival

- 8.1 You should aim to arrive at the University in time for your induction and the start of your course of study.
- 8.2 If you are an international student arriving late, you may not be able to register and so you should **not** travel to the UK unless directed to by the Visa Compliance team.
- 8.3 The University shall consider on a case-by-case basis if a student is unable to register by the date specified and still intends to arrive to commence their studies.

9. Programme delivery

- 9.1 The University will use reasonable endeavours to deliver programmes and courses in accordance with the descriptions as published on the University website, prospectus and an UCAS, where relevant.
- 9.2 Within the overall delivery of the programme, the University will explain the academic requirements of your programme, and the associated assessment arrangements to you.
- 9.3 The University will review its programmes on an ongoing basis to continue to ensure the quality of its provision and will make enhancements to programmes as it deems necessary in line with best practice and the requirements of relevant external policy and guidance.
- 9.4 Students are expected to be responsible for their own learning, as outlined in section 5.8 of the <u>Assessment and Feedback Policy</u>.

10. Changes to programmes

- 10.1 Changes to published programmes or modules may be necessary, the University reserves the right to:
 - i. Vary the content of programmes, including the range of modules offered.
 - ii. Alter the delivery method of programmes, including terms dates, the timetable, location, number of classes, and methods and timings of assessments.
 - iii. In exceptional circumstances, we may need to discontinue, merge, or combine modules or programmes. <u>Policy and Procedure</u>

- 10.2 In the unlikely event that the University requires to (i) discontinue or not provide your programme of study; or (ii) significantly change the content of your programme, method of delivery or method of assessment:
 - i. The University will notify you in writing at the earliest possible opportunity.
 - ii. You will be offered help and advice in finding an appropriate alternative programme at the University.
 - iii. If you do not wish to accept an offer from the University of a replacement programme, or the University is unable to offer a replacement programme, you will be entitled to withdraw your application by notifying the University in writing.
 - iv. If you choose to withdraw, the University may make an appropriate refund of tuition fees and deposits paid. The University has in place guidance that sets out when fees refunds will be made by the University as well as procedures for how any refund will be calculated and paid to the student. Refunds are normally only given to students who have chosen to leave their programme voluntarily and will be calculated on a pro-rata basis based on the student's approved withdrawal date from the University. Please refer to Tuition fee refunds

11. Student Engagement

- 11.1 There is a strong correlation between attendance and engagement and students achieving successful outcomes. For this reason, students should attend all sessions that are timetabled (lectures, tutorials, workshops, and other scheduled teaching and/or assessment activities). Academic policies & procedures
- 11.2 Attendance at teaching and learning events is also an important part of integration and contribution to the University community and will enable you to take advantage of the academic support and resources available, as well as developing social networks with others studying the same programme and modules.
- 11.3 All students should attend all examinations as per the published examinations timetable. If a student is unable to attend an examination, they should contact the exams team and their Programme Adviser for further guidance.
- 11.4 Postgraduate research students should maintain regular contact including attending scheduled meetings (at least once per month) with their supervisors throughout the period of research study until award as detailed in the Research Degrees Student Handbook (MPhil/PhD/MD(Res)).
- 11.5 Your admission to the University does not in itself guarantee your continued progression on your programme of study or the successful gaining of your final award. Both progression and award are dependent upon your academic performance and attainment, and both may be impacted by any misconduct whether academic or non-academic.

12. Disability and Additional Support Needs

12.1 We are committed to providing equal opportunities and support for all students, including those with disabilities or additional support needs. Please refer to section 31 of the Admissions Policy.

- 12.2 So that we can consider appropriate support for you during your time at the University, you are encouraged (but not obliged) to tell us about any:
 - i. Disability.
 - ii. Medical condition that may affect your ability to attend your programme or course.
 - iii. Healthcare or medical procedure that you anticipate you may require during your programme or course that may affect your ability to attend; and/or
 - iv. Additional support needs that you may have.
- 12.3 As individual students' needs (even those with the same condition) can vary, it is important that you contact the <u>Disability & Wellbeing Service</u> before you accept any offer of a place to find out what type of support is likely to be available to you and what information we might need from you to arrange it.

13. Fitness to Practise

13.1 If you are applying for a Fitness to Practise programme, you may be asked to provide information about your health, undergo a health check, and provide evidence of immunisation. Your offer of a place is conditional on such requirements being met. You will also be required to sign a Code of Professional Conduct and Fitness to Practise as set out in your offer. Please refer to the <u>University Policy and Procedures on Fitness to Practise</u>.

14. Immigration and Student Route Visas

- 14.1 If you are an international student and subject to UK immigration control, you will be required to demonstrate, at the point of Registration, that you have a valid immigration status which permits you to undertake and continue your proposed programme of study at the University.
- 14.2 If you cannot provide conclusive proof that you have the correct visa or immigration permission, you will not be allowed to begin your programme of study and/or you may be withdrawn from your programme in accordance with the Student visa guidance
- 14.3It is your responsibility to apply for, and provide such information as may be necessary, in respect of any required visa or other leave to remain. The decision whether to grant a visa or leave to remain rests with the UK Home Office or other relevant governmental authority and that we do not accept any responsibility for the success or failure of any such application.
- 14.4 It is essential that you regularly read our emails (in the email account you used on your application to the University) and that you follow very carefully the instructions for arrival, collection of Biometric Residence Permits and Right to Study checks.
- 14.5 If you hold a student visa, you are responsible for complying with its terms whilst studying at the University. If you take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law.
- 14.6 If (i) you choose to withdraw from your studies, (ii) your registration is terminated by the

University for any reason; or (iii) you are granted permission to interrupt your studies, this will affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

14.7 You must meet the attendance and attendance monitoring requirements; if you do not, the University may withdraw its sponsorship of your visa and can withdraw you from your course.

15. Conduct

- 15.1 To ensure the best possible learning environment and experience for your fellow students, we require you to maintain appropriate standards of behaviour. Please refer to the University Unacceptable Behaviour Policy. You should take time to familiarise yourself with the Academic Regulations relating to conduct, academic integrity and plagiarism, attendance, and reasonable diligence, and with which you must comply. The University can impose penalties if you do not follow these requirements, and in serious cases the University can suspend or expel you from the University. The Student Discipline Procedures can be found on our website.
- 15.2 <u>Safe360°</u> underpins the university's duty of care and support mechanisms for students and staff, integrating national guidance and university policies and procedures. Within this, all parties recognise the university's <u>Dignity and Respect Policy</u>, and its role in ensuring that every member of the university community is expected to understand, respect and behave in accordance with our <u>Strathclyde Community Commitment</u>.

16. Age on Entry

- 16.1 The University admits students on individual merit and does not discriminate on the grounds of age. Some programmes of study are bound by external professional or placement requirements concerning age.
- 16.2 Whilst having full legal capacity at 16, young people aged 16 can be vulnerable in certain situations. Where applicants will be under 18 at the point of registration, the applicant and the applicant's parent or guardian will both be asked to sign a parental consent form, declaring that they understand the conditions under which young students will be accepted to study at the University.
- 16.3 The University is unable to sponsor (for visa purposes) students under the age of 16 years.
- 16.4 The University is primarily an adult learning environment. In teaching and learning, we treat all students as independent, mature individuals and students under the age of 18 will be expected to engage with their programme of study on the same basis as all other students. In providing wellbeing support and in any safeguarding activity we will have regard to the age of a student and, where appropriate, may offer enhanced or alternative support and intervention where a student is under the age of 18.
- 16.5 The university is **not** able to take on the usual rights, responsibilities, and authority that parent(s) have in relation to a child and it will not act *in loco parentis* (in place of a parent)

for students or staff members, except in its role as a corporate parent under the Children and Young People (Scotland) Act 2014.

Further information relating the University's Safeguarding Framework is available at: Safeguarding

Child Safeguarding Policy & Child Protection Guidance

17. Supporting you during your studies

17.1 The University provides a wide range of support for its students and can support you if non-academic matters are affecting your academic progress as set out in the:

Personal Circumstances Procedure

Voluntary Suspension

Fitness to Practice Policy

18. Data Protection

- 18.1 The University will collect information about you from your application when you register and during your studies and University life. This will be used to create and maintain your student record, for your studies and student life, your health and safety and for the management of University business. To find out how we will use any personal data you share with us, please read our <u>University Privacy Policy for Students and Applicants, the Data Protection Policy</u> and on the relevant pages of the University website regarding records retention.
- 18.2 Data Protection legislation covers the collection, use, sharing and processing of personal data. It also gives individuals rights in relation to how personal data is used. Please refer to the <u>Data Protection</u> section on our website for further information.
- 18.3 The University's <u>Data Protection Policy</u> sets out, at a high level, how the University complies with data protection legislation.

19. Admissions Appeals and Complaints

- 19.1 An appeal is defined as a formal request for an admissions decision to be reviewed. An appeal will only be considered there are adequate grounds, as detailed below:
 - i. Where there is substantial new information which, for good reason, was not made available either on the original application or during the selection procedure, and where that new information is significant and directly relevant to the original decision. Please note that the new information must relate directly to the original application and cannot include activities or achievements which have taken place or been ratified subsequently.
 - ii. Where there is evidence that the University's published Admissions Policy has not been followed.
- 19.2 Appeals put forward on any other grounds will not be considered.

- 19.3 If an applicant wishes to appeal a decision, an appeal can be submitted within 14 days following receipt of the original decision by email to admissions@strath.ac.uk and the uploading of any additional evidence to support their appeal.
- 19.4 Appeal requests are reviewed by the Admissions Managers in discussion with the Senior Admissions Manager or delegated Head of Service.
- 19.5 If it is judged that there may be grounds for an appeal, the Admissions team will contact the relevant Faculty Admissions team with the supporting documentation. The appeal decision may take up to 28 days. The appeal decision and reasons for this, will be communicated to the applicant via email.
- 19.6 The University is committed to providing an excellent education and high quality to our students from registration to graduation. If something goes wrong or you are dissatisfied with our services, please tell us by submitting a complaint via the University's complaints handling procedure which is available from the following webpage: https://www.strath.ac.uk/contactus/complaintsprocedure/.

20. Liability

- 20.1 Whilst the University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software).
- 20.2The University shall not be held responsible for any loss to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the University.
- 20.3The University shall not be liable for failure to perform any obligations under the contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, pandemic, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm, and national emergencies, i.e., a Force Majeure Event. If the University is subject to a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.