

TERMS AND CONDITIONS OF OFFER FOR 2017 ONWARDS

1. Introduction

- 1.1 The University's offer of admission letter to you constitutes an offer of a place to study at the University, subject to any conditions that are stated in the offer letter and to your acceptance of these terms and conditions. When you accept the offer of a place, and you satisfy any conditions which the University may have attached to the offer, a contract is formed between you and the University. It is important that you understand these terms and conditions as they will govern that contract ("the Contract"). These terms and conditions are also embodied in the Student Contract that you will be asked to formally agree to on your enrolment at the University.
- 1.2 Before accepting an offer of admission, you must read these terms and conditions in full and raise any questions with the University if there is any part of it that you do not understand, using the address/email address below.

Registry
Roehampton University
Roehampton Lane
London
SW15 5PU

Registry@roehampton.ac.uk

2. Rules and regulations

- 2.1 You agree as part of the Contract to abide by the University's rules, regulations, policies and codes (collectively referred to as rules and regulations herein) that are in force at any given time. These include in particular, rules and regulations relating to academic study, learning and assessment; conduct and discipline; fitness to study; use of services and facilities; payment of fees and expenses; health and safety; and intellectual property. Such rules and regulations are available on the University's website and are included in the [Student Policies Handbook](#).
- 2.2 **You should read these rules and regulations carefully as breach of them may lead to the imposition of sanctions by the University including the withdrawal of the University's offer or your expulsion from the University.**

If you are registered on a programme of study that leads to a professional qualification such as teaching or Counselling Psychology, you may also be subject to fitness to practice or fitness to teach regulations. Such regulations are drafted in keeping with guidance issued by the professional body relevant to your programme of study ("programme"). You will need to continue to satisfy the relevant fitness to practice or fitness to teach requirements in order to register or continue to be registered on any such programme. Programmes with fitness to practice or teach requirements have materials which detail the standards expected and provide other

important information such as the procedures for appealing against a fitness to practice or teach determination made by the University.

- 2.3 The University will abide by its own rules and regulations and may make changes to them at any time where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- to update the rules and regulations to ensure that they are fit for purpose;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;
 - to incorporate feedback from students; and/or
 - to aid clarity or consistency of approach.
- 2.4 Where the University makes changes to its rules and regulations, it will make reasonable efforts to bring them to your attention before they take effect.

3. Registration at the University

- 3.1 Before registering at the University, you shall:
- a. comply with any conditions set out in the University's offer of admission;
 - b. inform the University, if you have not already done so at the point of application, of any criminal convictions in the circumstances set out in the [Admissions Policy](#);
 - c. where necessary, obtain the correct visa giving the entitlement to enter and remain in the UK for the purpose of study in accordance with the [UK Immigration Rules](#).
- 3.2 The University may withdraw or amend its offer of a place to you or terminate the your registration as a student if at any time:
- a. it is discovered that you made false statements or omitted significant information in your application to the University;
 - b. you are unable to prove that you currently have the entitlement to enter and remain in the UK for the purpose of study in accordance with the UK Immigration Rules;
 - c. it is decided in accordance with a Fitness to Practice Procedure or a Fitness to Teach Procedure (in relation to certain programmes leading to a professional qualification) that you are not fit to proceed on the programme;
 - d. the Admissions Review Board decides that any criminal conviction that you may have is incompatible with study at the University; or
 - e. for any other reason specified in its rules and regulations.
- 3.3 On registration, you will automatically become a member of Roehampton University Students' Union ("RSU"). Membership will allow you access to events, societies, advice and representation throughout your time as a student at Roehampton. It will also allow you such rights as attendance of general meetings, voting in elections and standing for positions within the RSU. It is your right to opt out of membership of the RSU in accordance with section 22 Education Act 1994 at any time whilst you are a member of the University. Further information on the right to opt out can be found in the [RSU's Code of Practice](#). Further details about the RSU are available via the [RSU website](#).

4. Fees

- 4.1 You agree as part of the Contract to pay, or make acceptable arrangements to pay to the University all deposits, fees, charges and expenses when these fall due.

The University will publish information on deposits, fees, charges and expenses and will inform you of the date by which these shall be paid. The University will also refund any fees paid by you which may be refundable in accordance with the [Student Fee Payment and Enrolment Regulations](#).

- 4.2 **Failure to pay fees and charges (collectively referred to as fees and charges herein) when due may lead to the imposition of sanctions by the University, including suspension from access to University facilities or termination of your membership of the University.**

5. Accommodation

- 5.1 You will be responsible for making your own arrangements for accommodation and insurance of your personal belongings for the duration of your studies. Any use by you of University accommodation or any arrangements for off campus accommodation made by the University on your behalf will be subject to separate agreements. Further information is available via the [University's Accommodation Services](#).

6. Disabled Applicants

- 6.1 If you have a disability you are encouraged to disclose this early so that support and/or access requirements can be considered in an effective and timely manner. Disclosing a disability **will not** impact on the University's selection of an applicant, as **all** admissions decisions are made on academic merit.

- 6.2 The University will make reasonable adjustments to its provision of education to ensure that applicants and students are not placed at a substantial disadvantage in comparison to non-disabled people. Though the University takes reasonable and proportionate steps to ensure that adjustments are planned, provided in advance and in anticipation of disabled people requiring support, cases may occasionally arise, where it would not be reasonable for the University to make adjustments for a particular applicant or student, for example, where that individual's needs are complex.

In such circumstances, the University may not be able to offer you a place or may need to terminate the Contract. You will be informed of the decision and the reasons for it.

7. Academic study

- 7.1 You agree as part of the Contract to:
- participate fully in your programme. Such participation includes, attending and taking part in classes and activities, and undertaking assessment within set deadlines;
 - notify the University and provide reasons if you are unable to attend or submit assessment, in accordance with the [Mitigating Circumstances Policy](#)

- c. not seek to obtain, or assist another student in obtaining, an unfair advantage over other students in relation to his/her programme of study, in accordance with the [Student Disciplinary Regulations](#);
- d. submit your work to the [TurnitinUK](#) to assist you in your learning but to also act as a plagiarism detective service when required to do so by the University. You authorise the University and third parties authorised by the University to make and to retain copies of such work in order to assess it for originality and to compare it at a later date with future submissions.

8. Disclaimers

8.1 The University will do all that it reasonably can to provide you with the educational services as described in the University prospectus and on the University's website. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services or that it is not possible for the University to deliver an appropriate quality to education for applicants or students registered on a particular course, for example, where the numbers recruited to a course are too low. Examples of other such circumstances include:

- the unexpected departure of key members of University staff;
- acts of God;
- terrorism, war or national emergencies;
- fire or flood;
- power failure;
- damage to buildings or equipment;
- the acts of any governmental or local authority; and/or
- industrial disputes, including disputes involving the University's employees.

In these circumstances, the University will take all reasonable steps to minimise the resulting disruption to services and to affected individuals by, for example, offering them the chance to move to another course or by delivering a modified version of the same course. Applicants will be entitled to withdraw their applications and any deposits and fees already paid to the University will be refunded in full. Save as otherwise stated above, to the fullest extent that it is possible under the general law the University excludes liability for any loss and/or damage suffered by any individual as a result of those circumstances.

8.2 The University will deliver your chosen programme of study in accordance with the descriptions set out in the University prospectus and on the University's website, subject to certain circumstances specified below, which may necessitate changes to the content and/or delivery of programmes. Such circumstances include the need to:

- maintain accreditation from or compliance with the requirements of a professional, statutory or regulatory body;
- respond to desirable developments in a subject area (e.g. changes in teaching practices); or
- respond to feedback from students or external examiners.

Changes may be made either before or after your admission but in all cases the University will take the reasonable expectation of its students who are admitted to or engaged on any affected programme into account, and will have due regard to the quality of the student experience. The University will provide adequate notice of any proposed changes and take all reasonable steps to minimise disruption.

Students affected by substantial and/or material changes will be offered the opportunity to withdraw from the affected programme and, where appropriate, offered reasonable support to transfer to another programme at the University or at another institution.

- 8.3 The University will provide the learning facilities (e.g. the library, IT, laboratory and other facilities) described in the University prospectus, provided it is not prevented from doing so by circumstances beyond its reasonable control. Should such circumstances arise, the University will take reasonable steps to provide acceptable alternative facilities.
- 8.4 The University does not exclude or limit in any way its liability for:
- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation.
- 8.5 The University does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

9. Communications

- 9.1 The University will provide you with a Roehampton e-mail account for the duration of your studies and will use this when communicating with you by e-mail.
- 9.2 You will:
- a. be expected to use your Roehampton account when contacting University staff by e-mail, so that University staff can be reasonably sure of your identity;
 - b. inform the University promptly via [StudentZone](#) about any changes to your personal details including; postal address, telephone number and contact details.

10. Personal Data collection, publication and sharing

- 10.1 The University is notified as a data controller with the Office of the Information Commissioner and will need to collect and use ("process") your personal data including sensitive personal data for certain purposes as specified in the University's [Data Protection Policy](#)

By accepting this Contract, you agree to the University's processing of your individual personal data, including your sensitive personal data.

- 10.2 The University recognises the importance of the protection of personal data and will process your personal data in accordance with the Data Protection Act 1998. You can raise any queries relating to the processing of your personal data with the University's Data Protection Officer within the University Secretariat.

The Data Protection Officer
Roehampton University
Grove House
Roehampton Lane
London
SW15 5PJ

Unisec@roehampton.ac.uk

- 10.3 The University will share your personal data with its employees and agents when they have a legitimate reason to access relevant information about you. Any sharing of your personal information will be in accordance with the University's Data Protection Policy (see 8.1 above) and data sharing guidance published by the Information Commissioner's Office in the UK.
- 10.4 The University will also need to share certain personal data with a variety of third parties or their agents, notably:
- Student sponsors (including Student Finance, the Student Loans Company and Funding Councils);
 - University of Roehampton Students' Union (for membership and student elections purposes);
 - Relevant government departments to whom we have a statutory obligation to release information (including the Higher Education Funding Council for England, the Higher Education Statistics Agency, the National College for Teaching Leadership, the Home Office or the Department for Work and Pensions);
 - Examining bodies, other educational establishments and other relevant academic bodies;
 - Potential employers and placement providers;
 - The Police
 - The Electoral Registration Officer of Wandsworth Borough Council (Personal data of students living in University Halls, accommodation managed by the University or in private accommodation which falls within the electoral boundary of the borough of Wandsworth is shared for the purpose of maintaining the register of electors).
 - Local Authorities (In order to administer exemptions of properties from council tax)
 - Santander for the production of ID cards.
- 10.5 Disclosure of certain personal data may also be made to other entities not listed above in specific legitimate circumstances. In such cases, your consent will be sought where necessary.
- 10.6 Information relating to your studies, including your student ID and results, may be published on the University's electronic notice boards and StudentZone. The email address that you enter when you enrol may be displayed within StudentZone and other related systems (e.g.: Moodle) and may be viewable by other students on your module or programme. Please consider this when choosing and entering your email address when enrolling.
- 10.7 You may meet the criteria required to be contacted in the future in relation to the Destination of Leavers from Higher Education Survey (DLHE) and the National Student Survey (NSS). If you would prefer not to take part you have the right to opt out. Information on how to opt-out will be provided when the University invites you to take part.
- 10.8 For further information regarding HESA and the Student Collection Notice please visit the [HESA website](#).

11. Attendance and Academic Regulations

- 11.1 You are expected to manage your own learning which includes attendance in scheduled teaching and spending sufficient time undertaking private study. You are expected to undertake assessment within set deadlines. **Students who fail to attend classes or make satisfactory progression may have their registration with the university terminated in accordance with the Academic Regulations.**

12. If things go wrong

- 12.1 The University will consider appeals from applicants on the grounds that an admissions decision has not been reached in accordance with the University's published admissions criteria or the principles set out in its Admissions Policy. Applicants who want further information on an unsuccessful application or who believe that an admission decision may have been based on inaccurate or incomplete information, should contact the University's Admissions Office (admissions@roehampton.ac.uk). The Complaints procedure relating to the admissions process is set out in the [Admissions Policy](#).
- 12.2 Once you are a student, you can make complaints about the University through the [Student Complaints Procedure](#). This procedure has been devised to help to resolve student complaints as promptly, fairly and amicably as possible.
- 12.3 If you remain dissatisfied after fully following the Student Complaints Procedure, you have the right to ask the [Office of the Independent Adjudicator for Higher Education \(OIA\)](#) to review the complaint.
- 12.4 The University may take disciplinary action under the [Student Disciplinary Regulations](#) against any student who does not act in accordance with the terms set out in the Student Contract, or with any of the University's rules and regulations in force at any given time. The Student agrees that all relevant staff will be advised of the outcome. One of the possible outcomes of disciplinary action is that the student's registration at the University may be terminated.

13. Notices

- 13.1 Save as otherwise stated in these terms and conditions, any notice to be given to the University by you under or in connection with the Contract shall be deemed to have been properly served if sent by first class post or e-mail to the Registrar at the following address:
- Registrar
Grove House
Roehampton University
Roehampton Lane
London SW15 5PJ
- Registrar@roehampton.ac.uk
- 13.2 Any notice to be given to you under or in connection with the Contract shall be deemed to have been properly served if:
- a. sent by first class post to the last address you provided to the University; or
 - b. sent to the e-mail account you provided on your application form.

14. Cancellation Rights

14.1 RIGHT TO CANCEL

You have a statutory right to cancel the Contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at the University.

To exercise the right to cancel, you must inform the University of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. The University is very happy for you to just send an email to: admissions@roehampton.ac.uk

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

14.2 EFFECT OF CANCELLATION

If you cancel the contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel the contract.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

14.3 CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the University's Student Fee Payment & Enrolment Regulations.

14.4 COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the Student Fee Payment & Enrolment Regulations.

14.5 HOW TO CANCEL

If you wish to cancel your contract with the University you should use the model cancellation form below:

MODEL CANCELLATION FORM

Please fill out this form and send by post addressed to:

Admissions Office
University of Roehampton
London SW15 5PJ

Or send by email to admissions@roehampton.ac.uk

I hereby give notice that I wish to cancel my contract with the University to study the course commencing in []*INSERT MONTH/YEAR*

Name of student:

Student number:

Course title:

Address of student:

Signature of student:

Date:

15. General

- 15.1 The Contract is only enforceable by you and the University. No other person shall have any rights in connection with the Contract.
- 15.2 If any part of the Contract becomes illegal or invalid, the parts of the terms and conditions which are not illegal or invalid shall remain in force.
- 15.3 Failure of either you or the University to enforce any part of the Contract shall not be construed as a waiver of a right to enforce that part of the Contract and shall not affect the right later to enforce any part of the Contract.
- 15.4 All representations, warranties, terms and commitments not expressly set out in the Contract (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law.
- 15.5 The Contract is governed and construed in accordance with English Law. By agreeing to its terms and conditions you submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise out of or in connection with this contract or your studies.

*University of Roehampton
Academic Registrar
November 2016*