

Student Enrolment Terms and Conditions

2023-24



Student Enrolment Terms and Conditions

In these terms and conditions references to "we", "our", "us" and the "University" are references to University of the West of Scotland.

1. Our contract with You

The terms of your UCAS offer or your offer directly from the University and these terms and conditions, along with all of the documents referred to in them, including the following documents: -

- Our University Regulatory Framework
- our Finance Policy Statement
- our Student Experience Policy Statement
- our Health and Safety Policy Statement,
- our Research, Knowledge Exchange and Innovation Policy Statement, and
- our Information Services Policy Statement

(which are together referred to in the rest of this document as the "Terms") give you information about us and the legal terms and conditions with which you need to comply with as a condition of your enrolment at the University.

Where a Policy Statement or the University Regulatory Framework refer to a procedure, protocol, code of practice or other similar document then you are also expected to act in line with the requirements set out in these related documents and these will be considered to form part of the Terms.

We will always try to make sure that our documents and communications are accurate, up to date, clear and consistent. However, there may be instances where references to old or obsolete regulations, policies or procedures are made. If this does happen then the most recent version of the Regulatory Framework, Policy Statement or procedure published on the following section of our website will be applied: <https://www.uws.ac.uk/about-uws/policies-procedures-guidance/>

If you are unable to access these on our website you can request a copy from Legal Services, University of the West of Scotland, High Street, Paisley, PA1 2BE (legal@uws.ac.uk). You can also use these contact details if you have any questions about these Terms.

If you are a Student Route visa holder then the Student Conditions of Enrolment for holders of a Student Route Visa set out in Annex 1 will also apply and will form part of the Terms applying to you.

You should read the Terms carefully and make sure that you understand them, before enrolling. By enrolling, you agree to comply with and be bound by the Terms and any other documents referred to in them. The Terms can only be enforced by you and by us. No-one else has any rights or obligations under them unless it is specifically stated in these Terms.

These Terms will be governed by the laws of Scotland and any dispute between you and us will be dealt with by the Scottish Courts.

You will have to complete the enrolment process for each academic year. We may make changes to the Terms prior to each enrolment and so you should review the Terms each time you enrol at the University.

When you complete your online enrolment you will be shown a summary confirming your study programme and the modules you have selected. Your enrolment will become accepted by us when the completion email has been generated and sent to your university email account. This e-mail is proof of your enrolment on a programme of study within the current academic year. It will be used by us to confirm your status. **This email is a very important document** and you should keep a copy of this as it confirms the date we will treat your registration at the University as formalised.

2. University Obligations

We prepare our prospectus and online information about the programmes we offer with care and every effort is made to ensure that the information is accurate. We will always try to deliver programmes in line with the descriptions set out in our prospectus or online. The paper version of the prospectus is published at least a year before our programmes start so you should be aware that any information we publish can change, however information on our website will be updated in real time.

Sometimes these changes are needed due to staff changes or due to an accrediting body requiring certain course content. Some study programmes are also only offered if minimum student numbers are met.

For these, and similar reasons, there may be times when we have to:

- a) make changes to the content or way of delivering a study programme;
- b) change the campus, location or programme timetable for the delivery of study programmes;
- c) discontinue modules and study programmes; or
- d) merge and combine study programmes.

We have formal processes in place within the University which are there to protect you and which we must follow when changes are proposed. You can find out more about these processes in our Quality Handbook which can be found on our website or requested from hub@uws.ac.uk

As a general principle we will only make major changes which apply to the next intake of students and will try to avoid making any major changes which would affect currently enrolled students. However, there may be operational issues which, for example, arise due to our multi-campus environment, and multi-intake cohorts that make it unavoidable for us to make such changes during a programme of study. If we are unable to avoid discontinuing or making major changes to a study programme on which students are already enrolled, we will make every effort to consult with affected students, provide a suitable alternative programme and provide full academic guidance to affected students.

If you have not yet started the programme you have a right to withdraw from the programme without any penalty if, after you accept our offer, the programme is substantially varied from the description we provided in the prospectus or online. In such circumstances if you have paid any tuition fees or a deposit directly to us we would refund this to you.

We will provide you with as much notice as possible of any proposed changes we are planning to make which could affect you. If the proposed changes are approved we will give you as much notice as possible of the date on which the changes will take effect and will take all the steps we can to minimise any disruption to you.

We may also need to make other changes to the way your programme is delivered to make sure we can provide you with a safe learning environment, for example, national guidance on pandemics. Prior to enrolment you have been provided with information about how this national guidance has impacted on the delivery of your programme of study. However, in this unprecedented time, as the national guidance evolves it may be necessary to make further changes during the course of the academic year. We will always provide you with as much information as we can about the changes we need to make and why we need to make these.

In some cases there may be temporary circumstances which we have no control over which may affect programme delivery. For example, severe weather conditions, industrial action, illness or staff changes. If this happens we will make every effort to put in place contingency arrangements to minimise disruption to you. There may also be circumstances where major incidents affect stakeholders, service providers or collaborative partners and this may also impact on our programmes and services. If this happens we will use your University email to communicate with you. If you have not opted out of receiving texts from us, we may also text you using the mobile number you have given us. We will also publish updates on our website.

3. Student Rights and Obligations

The Regulatory Framework govern our academic awards with the aim of maintaining high standards and with the student experience in mind. **Your attention is drawn specifically to the Student Code of Discipline in Regulation 5 which sets out what constitutes misconduct and the consequences of this.** We publish our Regulatory Framework with a summary of all changes at the start of each academic year. Students will be bound by the Regulatory Framework approved by Senate for implementation during the session in which the student is enrolled. However, we follow the principle that while occasional change is sometimes needed, no student should be put in an unfair position by changes made midway through a programme of study. Where this would happen we will undertake an impact assessment and put in place suitable measures to address the impact on particular groups of students that may be affected.

We take decisions in good faith on the basis of the statements you have made in your application for admission. If we find out that you have made a false statement or significant information has been left out of your application form, we may withdraw or amend our offer, or terminate your enrolment at the University, whichever is appropriate in the circumstances. You should also refer to our [Criminal Convictions and Charges Procedure](#) for some additional information on this.

Our [Student Experience Policy Statement](#) sets out the approach to how the staff and students of the University will work in partnership to build an excellent student experience and enhance opportunities for students to achieve success. As a student of the University you are expected to meet the responsibilities set out for our students in our Student Experience Policy Statement. An important part of this is making sure you regularly participate in timetabled on-campus and online teaching sessions, asynchronous online learning activities, course-related learning resources, and complete assessments and submit these on time. You can find out more about what is expected in our [Academic Attendance and Engagement Procedure](#).

Some programmes have particular requirements, e.g. fitness to practice or professional accreditation requirements. You should refer to programme handbooks and familiarise yourself with specific requirements which may be relevant to you.

4. Student Work for Assessment

We will require you to submit certain pieces of work by way of E-Submission. The E-Submission system uses an electronic plagiarism detecting programme. Work that you submit may be used by the electronic programme for the purpose of checking the originality both of your work and other students' work and the system will keep a copy of your submission for this purpose. By accepting these Terms you agree that your work may be used in this way. You should make yourself aware of the [Plagiarism Procedure](#) and the [Referencing Statement](#).

5. Intellectual Property

If you are enrolled on undergraduate programme or a taught postgraduate level programme, you will normally own all intellectual property and copyright generated by you during your programme of study at the University. You will be advised if there are different arrangements applicable to your programme.

If you are enrolled on a postgraduate research programme, intellectual property rights will normally belong to the University. You can find out more about this in our [Exploitation of IP Procedure](#) and our [Doctoral College Handbook](#).

6. Payment of Fees

By enrolling at the University you agree to pay the tuition fees (in accordance with University payment terms as detailed in the student fees and refunds procedure) and any additional costs associated with your programme of study. The tuition fees and additional costs that you pay will vary depending on your fee status and your programme of study. If a third party such as an employer is due to pay your tuition fees or any additional costs on your behalf, responsibility remains with you to pay such fees or costs in the event that the third party fails to pay. A banner ID must be quoted for any payment to be made.

We will take all reasonable steps to avoid large increases in tuition fees, however, we reserve the right to increase fees where necessary. If we want to increase your tuition fees we will take into consideration such factors as inflation, market competition and Government and Scottish Funding Council policy. Any increase in your fees will not exceed 3% per year on the tuition fee paid by you in the previous year. If we will be increasing the amount of your tuition fees we will let you know in good time ahead of the next academic year. If you are adversely affected by the increase in fees you will be entitled to withdraw from the programme without any penalty being payable.

You will be liable for any miscellaneous expenditure (such as fieldwork, course materials, photocopying etc.) and living costs you incur as a result of undertaking a study programme at the University. Details of these additional costs are published on our website.

Fees shall be paid by the student in accordance with the terms of the [Student Fees and Refunds Procedure](#) and [Credit Control Procedure](#).

When making any payment to the University you should let us know what the payment relates to (for example tuition fees, accommodation costs, library fines etc.). This is so we can correctly allocate your payment against your various accounts. If you do not advise us then we will automatically allocate your payment to the oldest outstanding debt you have with us. If you have no debt with us the payment will be held unallocated in your own account until we are able to contact you.

Where student debts to the University in respect of tuition fees, accommodation fees or other programme related costs remain outstanding beyond agreed payment terms, the University may apply sanctions in line with the Student Fees and Refund Procedure and the Credit Control Procedure.

We may not apply sanctions where the debt has been legitimately disputed by you. In addition, in the event of non-payment of debt, the University may raise court proceedings for payment.

7. Cancellation

If you accept our offer by means of distance communication, (i.e. where there has been no face-to-face contact between the University and you at the time of acceptance), you are entitled to cancel this agreement within fourteen (14) days from the date you accept our offer of a place at the University. If you do want to cancel this agreement then, if you applied directly to us then, you should let us know in writing and send this to our Admissions team. If you made your application via UCAS, then you should contact them and let them know that you want to cancel.

If you do cancel this agreement within the 14 day time period we will refund any fees already paid by you (or by any third party on your behalf). We will do our best to process this refund within 28 days of receiving your notice of cancellation. You must return any study materials or other documentation we have provided to you in relation to the programme to us at your own cost.

8. Student Residences

If you are in University managed accommodation, a separate Accommodation Contract will set out your legal rights and responsibilities. Further information may be obtained from the Residence Team (accommodation@uws.ac.uk).

9. Students' Union

You will automatically be registered as a member of the UWS Students' Union unless you inform us otherwise. Details of the procedure for opting-out of membership can be found in our [Privacy Notice](#).

If you choose to opt-out of membership then you will become an [Associate Member](#) of the Union which will allow you to access all of the services provided by them. In addition, the University [Student Services](#) team offer a range of services that can help you. The University is satisfied that the range of services provided by the University and the Union for all students (whether members of the Union or not) are sufficient to ensure that non-members are not unfairly disadvantaged within the meaning of the Education Act 1994.

Section 22 of the Education Act 1994 requires the University Court to ensure that the Students' Union operates in a fair and democratic manner and is accountable for its finances. A [Code of Practice](#) is published which sets out how the University will carry out its responsibilities under the Act.

The Students Union is a charity registered with OSCR (Charity Number SC049356) under the Charities and Trustee Investment Act 2005 and as such is subject to a number of restrictions, and must only operate in accordance with its charitable objects and powers as stated within its constitution.

10. Health and Safety

We are committed to providing you with a safe and healthy environment while you are with us. You still have a responsibility for your own safety and that of other people who could be affected by what you do and also what you don't do. This responsibility extends to the safe use of University Equipment, including Fire Extinguishers, etc.

All students and staff are required to comply with the University's [Health and Safety Policy Statement](#) and the related [Protocols, Procedures and Risk Assessments](#). These are intended to ensure your safety in the University and during any activities undertaken by you on behalf of the University. These documents include the following:

- The Fire Action Notice, posted on the walls throughout the buildings, intended to ensure your safety in the event of a fire alarm,
- The First Aid Action Notice, again posted on the walls. You can get first aid by phoning 0141 848 3505 and,
- The Smoke Free Protocol, which means that staff, students and visitors are not allowed to smoke or use e-cigarettes or other electronic nicotine dispensers anywhere within the University Campuses, including all University grounds, buildings (including Residence bedrooms and common areas) and vehicles.
- Students are invited to download the SafeZone App that automatically shares your location on campus in certain situations; Emergency Alert, First Aid Alert, or certain Covid-19 related issues.

The University may take disciplinary action against anyone who does not follow the [Health and Safety Policy Statement](#) or who misuses or interferes with health and safety equipment such as fire extinguishers or who puts themselves or other people at risk. It should be remembered that everyone in the university community has a duty to others. This means that not only must you not behave in an unsafe manner but also that you must report any unsafe situation to Health & Safety by emailing HealthandSafety@uws.ac.uk.

11. Complaints Procedure

The University's Complaints Handling Procedure reflects our commitment to valuing complaints and seeking to improve the student experience. Our aim is to resolve issues of dissatisfaction as close to the initial point of contact as possible and to conduct thorough and fair investigations of formal complaints so that, where appropriate, we can make evidence-based decisions on the facts of each individual case.

UWS is committed to providing the highest level of service for its students and members of the public who may have contact with the University. However, the University recognises that, on occasion, legitimate complaints may be raised by students or members of the public.

If you wish to raise a complaint, please follow the [University's Complaints Handling Procedure](#).

You can complain in person at the Hub on any campus, by phone, in writing, by email via complaints@uws.ac.uk or via **Contact Scotland BSL**.

The Hub can signpost you to appropriate support.

12. Your personal data

The University of the West of Scotland recognises the importance of the protection of personal data. Our [Data Protection Code of Practice](#) sets out the rules we follow when processing student data. Our [Privacy Notice](#) provides more information about how we will handle the personal data that we hold about you.

13. Criminal Convictions

You must comply with the University's [Criminal Convictions and Charges Procedure](#). Under this Procedure, you may be required to inform us if you are charged with a criminal offence, convicted of a criminal offence or have pending criminal charges against you.

14. Cancellation and Withdrawal

Your rights and obligations under these Terms will end automatically, subject to any rights of internal appeal and your obligation to pay fees, if your studies with the University are terminated as a result of:-

- a) action taken against you in accordance with our disciplinary or fitness to practice procedures;
- b) a decision of a School Board of Examiners, based on your academic performance;
- c) non-payment of tuition fees, in accordance with the University's procedure on payment of fees and these Terms;
- d) failure to participate in your programme of study, as required by the University;
- e) you being expelled or dismissed from the University or other organisation which you are required to attend or be a member of as part of your programme in which case the University may terminate your enrolment under these Terms immediately by written notice to you;
- f) a change in your circumstances, between accepting an offer and starting on your study programme which, in our reasonable opinion, makes it inappropriate for you to study on your study programme;
- g) us becoming aware of information about you which we did not know before (for example, unspent criminal convictions which you should have declared) which, in our reasonable opinion, makes it inappropriate for you to study on your study programme;
- h) you, in our reasonable opinion, failing to provide us with all relevant information, or supplying false or misleading information, relating to your application for your study programme;
- i) if you fail to comply with conditions associated with your immigration status including those relating to working in the UK; or
- j) if your behaviour, in Our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the University community.

If at any time your enrolment under these Terms terminates:

- a) we shall be entitled to refuse to enroll you on your programme (if, at the date of termination, you have not already enrolled);

- b) the University shall be entitled to require you to stop studying on your programme and to leave the University immediately (if, at the date of termination, you have enrolled).

If at any time your enrolment under these Terms terminates, your obligations are:

- a) to return to Registry, the Student Identification Card issued to you on enrolment, together with all property owned by the University; and
- b) to pay all outstanding fees owed to the University under these Terms immediately.

In addition to the cancellation right set out in clause 7, you are entitled to cancel your enrolment by giving notice to the University at any time during your enrolment. . The date on which you give notice will determine any amount that will be refunded to you by the University.

Any action taken by us under the above provisions will not limit our ability to take any other action against you which we may be entitled to take. We will not be liable to you for any loss or damage which you may suffer as a result.

In certain extreme circumstances, it may be possible to transfer to another study programme, or transfer fees to the next academic year. The reasons for the circumstances must be discussed with your Programme Leader as soon as possible, and appropriate evidence from you will usually need to be submitted.

You must inform your Programme Leader and Registry of your withdrawal from your study programme (even where no reduction in fees or transfer applies). You must also inform your Programme Leader if you withdraw from any module.

15. Events outside of Our control

We will not be liable or responsible to you for any failure or delay in carrying out our obligations under these Terms if this is caused by an event which is outside our reasonable control. This may include acts of god, adverse weather, fire, flood, accidental damage to a University building, failure of a utility service or transport network, national emergencies, pandemics, terrorism or industrial disputes (including disputes involving the University's staff). If this happens we can suspend our obligations under these Terms and the time allowed to carry out our obligations will be extended for the length of time that the event occurs.

When such an event occurs we will take whatever steps are reasonable to carry out our obligations under these Terms where possible.

16. Limit of Liability

We cannot accept any responsibility, and expressly exclude liability, for damage to your property including theft or the transfer of computer viruses to your equipment. You are advised to insure your property, including your personal belongings, against the risk of theft and damage.

Where we have failed to comply with our obligations under the Terms, we will be responsible for loss or damage you suffer that is a foreseeable result of our breaking the Terms or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, we both knew it might happen.

We shall not be liable for indirect and consequential loss arising under or in relation to these Terms.

In any event, except for any liability in negligence for personal injury or death or for fraud or fraudulent misrepresentation, our remaining liability to you is limited to the value of the tuition fees paid by you or on your behalf to the University in respect of your programme of study.

17. Notices

Any notice given under this Agreement will be made in writing. Letters will be addressed to you at your term time or home address as appropriate, at the last address you gave to Registry for either residence. Letters shall be deemed to have been properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by pre-paid first class post. Good service may also be given by email to your UWS student email account in which case service shall be deemed effective 24 hours after sending. It is your responsibility to ensure that you notify Registry of any change in address, telephone and email details.

18. Severability

If a court or other competent authority decides that any provision of these Terms is void or not enforceable, either in whole or in part, this will not affect the remaining Terms which shall continue to be valid.

Annex 1

Student Conditions of Enrolment for holders of a Student Route Visa:

As a Student visa holder you must meet the requirements set out by UK Visas and Immigration (UKVI) noted below.

1. Attend all your classes, tutorials and meetings arranged by your School, these may be online or face to face. If you cannot attend you must inform your School/Lecturer why you cannot attend and your expected return date to your studies. If you stop engaging with your studies UWS will be obliged to withdraw your student sponsorship and inform UKVI.
2. Enrol and attend the checkpoints with your original passport and visa. These may be conducted electronically where you will be required to email a photograph of your passport and visa.
3. Always keep your address, telephone numbers and email addresses up to date in Self Service Banner (<https://ssb8sso.uws.ac.uk>).
4. Pay your tuition fees on time. If you are having difficulties you must keep in touch with the Finance Team (accountsreceivable@uws.ac.uk) to discuss your options.
5. Work only outside of your study times and for the number of hours stated on your visa (usually 20 hours maximum each week).
6. Check your University student email account for messages from us.
7. Inform the International Student Advice Team if your visa is refused or there are any changes to your visa at internationaladvice@uws.ac.uk.
8. Travel only during University official holiday times.
9. Complete and submit to Programme Leader for approval a "Change of Circumstances form" if you study abroad, travel abroad for data collection or start a work placement, you must keep in regular contact with your School/Lecturer if you are away from the University.
10. Advise us by emailing, UKVI.Checkpoints@uws.ac.uk if you complete your course earlier than the original expected end date, as specified in your CAS. We are required to inform UKVI your accurate course completion date.

More information for students holding a Student visa can be found by logging into the student portal hub.uws.ac.uk on the International Student Support tile.