

## Section 2

### Student Enrolment Conditions

#### 2.1 Effect of these Conditions

2.1.1 These conditions are the standard enrolment conditions for undergraduate, postgraduate and all other students of the University of Northumbria at Newcastle (“the University”) Together with the other documents to which they refer, these conditions form the contract between the University and you, the student, with regard to your course of study or programme of research at the University (“the Programme”). If there is any inconsistency between these conditions and any other document generated by or on behalf of the University, these conditions shall prevail.

2.1.2 These conditions together with the matters referred to:–

2.1.2.1 in any document setting out the offer made to you (whether made directly to you by the University or on behalf of the University by the Universities and Colleges Admissions Service or any other agency);  
and

2.1.2.2 on the enrolment form

form the entire understanding between you and the University with regard to the Programme and replace any other written or oral promises, undertakings or representations.

2.1.3 No contract will exist until you formally notify the University of your acceptance of an offer of a place in writing and in the way applicable to your application, whether that is direct to the University or through the University and Colleges Admissions Service or any other agency.

2.1.4 It is a condition of entry onto the Programme that you must complete and sign an enrolment form when requested to do so by the University. By doing so you are agreeing to pay all fees due, by the dates specified by the University, unless previously agreed otherwise by the appropriate University authorities.

#### 2.2 Fees and Payment

2.2.1 It is your responsibility to ensure that the University’s tuition fees in respect of the Programme (as reviewed and revised from time to time) (“the Fees”), and all other expenses relating to the Programme, are paid promptly. The Fees should be paid on the dates specified in the University’s Credit Control and Debt Management Policy, whether directly by you, or on your behalf by a third party (such as your employer or sponsor).

2.2.2 The Fees do not include any:

2.2.2.1 fees payable in respect of any residential accommodation which may be provided to you by the University or any third party; and

2.2.2.2 examination fees, travelling expenses or other course costs;

which will (if relevant) be the subject of a separate agreement between you and the University.

- 2.2.3 The University shall be entitled to set off against any payment due from the University to you (e.g. scholarships, bursaries) any sums due to the University from you.

### **2.3 Failure to Pay the Fees and other amounts**

- 2.3.1 If the Fees become overdue and any other amount due to the University remain unpaid the University shall be entitled to take any or all of the following steps:–
- 2.3.1.1 exclude you from the University and end this Agreement, in which case the provisions of condition 2.7 will take effect;
  - 2.3.1.2 withhold provisional marks for any assessed work subject to the requirements of the Data Protection Act;
  - 2.3.1.3 delay the submission of your provisional assessment results to the relevant Examination Boards with the effect that an award or qualification could not be made or confirmed;
  - 2.3.1.4 withhold your invitation to attend a relevant academic congregation;
  - 2.3.1.5 withhold any formal University certificate or parchment confirming your academic performance at the University; and
  - 2.3.1.6 take legal action to recover the debt.

### **2.4 University Rules and Regulations**

- 2.4.1 You must comply with all codes, rules and regulations of the University in existence during the Programme which relate to the activities of students at the University, or which may apply to you and your particular course option, these shall include (but shall not be limited to) the following:
- 2.4.1.1 the University's Rules and Regulations, as laid down in the Handbook of Student Regulations (as amended from time to time);
  - 2.4.1.2 all relevant health and safety regulations and school services regulations; and
  - 2.4.1.3 all codes, rules and regulations of any other relevant organisation or institution, if required as part of the Programme, as such codes, rules and regulations are amended from time to time.
- 2.4.2 If your studies with the University are terminated as a result of disciplinary action taken against you in accordance with the disciplinary procedures of the University this Agreement shall end automatically without the need for any notice, unless the University agrees otherwise in writing.
- 2.4.3 If you are expelled or dismissed from any institution or organisation other than the University which you are required to attend or be a member of as part of the

Programme, the University shall be entitled to end this Agreement immediately by written notice to you.

## **2.5 Change of Circumstances**

In addition to the University's rights to end this Agreement in conditions 2.6.2 and 2.6.3, the University shall be entitled to end this Agreement immediately by notice in writing to you in the following circumstances:

- 2.5.1 if between the acceptance of an offer by you and the beginning of the Programme there is a change in your circumstances or if the University becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions, subject to the Rehabilitation of Offenders Act 1974 and other conduct) which in the reasonable opinion of the University makes it inappropriate for you to study on the Programme; or
- 2.5.2 if, in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for the Programme.

You may seek a reconsideration of any decision to end this Agreement by lodging a complaint as described in Section 10 of this Handbook.

## **Your attention is particularly drawn to the provisions of condition 2.6**

### **2.6 Provision of the Programme**

- 2.6.1 The University will deliver the Programme with reasonable care and skill.
- 2.6.2 The University will use all reasonable endeavours to deliver the Programme in accordance with the description applied to it in the University's current prospectus for when you begin the Programme ("the Prospectus"). However, the University has limited resources which it has to manage in an efficient way, in the context of the provision of a wide range of courses to a large number of students. The University shall be entitled (for reasons relating to its limited resources or otherwise):
  - 2.6.2.1 at any time to alter the timetable applicable to you, to alter the number of classes relating to the Programme, alter the methods by which the Programme is delivered and to alter the location of delivery of the Programme, provided such alterations are reasonable;
  - 2.6.2.2 to make reasonable variations to the content and syllabus of the Programme;
  - 2.6.2.3 to discontinue the Programme or decide not to provide the Programme or to merge or combine the Programme with other programmes of study, if such action is reasonably considered to be necessary by the University in the context of its wider purposes.

If the University discontinues or decides not to provide the Programme, or makes any significant variation to the Programme prior to the Programme commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to withdraw your application by written notice to the University. The Fees paid by you will be refunded.

- 2.6.3 The University cannot accept responsibility, and expressly excludes liability, for:
- 2.6.3.1 any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the University, unless caused by the negligence of the University or its employees;
  - 2.6.3.2 death or any personal injury suffered by you unless caused by the negligence of the University or its employees;
  - 2.6.3.3 any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of earnings, loss of opportunity, and living expenses), however arising, suffered by you as a result of any breach by the University of these conditions or any other act or omission of the University or its employees or agents.
- 2.6.4 Although the University shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti virus facilities and protections, you do use such computer equipment and any software provided by the University at your own risk. The University shall not therefore be liable (subject to condition 2.6.6) for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the University to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the University equipment or software.
- 2.6.5 If the University is found liable to you for any breach by the University of these terms and conditions or for any other act or omission of the University or its employees or agents the liability of the University shall be limited to the Fees actually paid by you, except in relation to liability referred to in condition 2.6.6 below.
- 2.6.6 Nothing in this condition 2.6 or in the rest of these conditions shall operate to exclude the University's liability for death or personal injury caused by the University's negligence, or for fraudulent misrepresentations.
- 2.6.7 Neither you or the University shall be liable to each other for any failure or delay in performing its obligations if the failure or delay is due to any cause beyond that party's reasonable control, which shall include, but not be limited to, any governmental action, civil and/or international commotion, fire, flood, war, labour disputes or act of God.

## **2.7 Requirements on termination of this Agreement**

If at any time the University terminates this Agreement as a result of its rights under these Conditions or generally or if this Agreement terminates automatically:

- 2.7.1 the University shall be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already enrolled;
- 2.7.2 the University shall be entitled to require you to stop studying on the Programme, and to leave the University immediately, if at the date of termination you have already enrolled;

- 2.7.3 any action taken by the University under conditions 2.7.1 or 2.7.2 will not restrict the ability of the University to take any other action against you to which it may be entitled; and
- 2.7.4 the University will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the University to terminate this Agreement or disciplinary action by the University (provided the action by the University is taken properly in accordance with these conditions or the University's procedures).

## **2.8 Special Conditions**

You agree that you will abide by any special conditions relating to the Programme set out in the Prospectus, or as otherwise notified to you by the University.

## **2.9 General**

- 2.9.1 The University may use and process personal data or information regarding you whilst you are a student of the University and after you have left the University. By accepting a place on the Programme you are consenting to the University processing your data. The University shall only process your data for the purposes and in the manner stated in its Data Protection statement in the Handbook of Student Regulations and in accordance with the Data Protection Act 1998. Without prejudice to any other rights which the University may have to disclose your data, the University shall be entitled to provide data regarding you to the University student health service providers, the emergency services, the Higher Education Funding Council for England and any other statutory or governmental body or agency.
- 2.9.2 If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.
- 2.9.3 Any notice or other communication made under this Agreement shall be in writing and addressed to you at the last address notified by you to the University, and shall be deemed to have been properly served if delivered by hand when left at that address or if made by pre-paid first class post, 48 hours after being posted to that address.
- 2.9.4 If you breach this Agreement and the University chooses not to exercise any right which it may have against you, that shall not prevent the University from taking action against you in the future in respect of that breach or any further breaches by you.
- 2.9.5 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 2.9.6 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

