

Section 2

Student Enrolment Conditions

If you require this section in a different format, contact the Student Appeals and Complaints Ombudsman (studentappealsandcomplaints@northumbria.ac.uk).

NB Changes in Government legislation will mean changes to this section during the academic year 2015-2016. The definitive version of the Handbook will be that which appears on the University's website. Students will be informed when changes to this section are made.

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 on-line enrolment task

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 the on-line enrolment task 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 (Section

13 of this Handbook), 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 In the event of non-payment of tuition or other fees associated with the programme of study, any Academic Scholarship due will **not** be paid; Any money due to be paid in respect of an Academic Scholarship will be therefore be offset against any unpaid tuition or other associated fees. The student will be advised of this action by the Finance Department.

It is therefore essential that any student who is late paying their fees contacts the Finance Department (01912274050) as a matter of urgency to discuss their financial position.

Students who have unpaid tuition or other programme of study - related fees will be subject to an exclusion process (regulation 9, Section 13, Handbook of Student Regulations). This means any student in this position will be removed from the University. The student will not be timetabled for tuition, will not be entered onto subsequent examination lists, nor will there be any subsequent ratification of marks. In addition the student will no longer be able to use the University's computer or library facilities or attend any award Congregations.

Important note: Once excluded the student will still be responsible for payment of the fees. The debt will be referred to a Debt Collection Agency to recover on behalf of the University. The student will not be allowed to re-enrol, even if they have subsequently been able to make full payment. The only exception to this will be students with extenuating circumstances which will be considered on an individual basis. Details of the appeals procedure appear in Section 13, Appendix 1.

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 in respect of the programme of study 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.
- 2.3.2 If a student has fees outstanding from a previous Academic Year which are not related to the programme of study (e.g. Accommodation), the on-line enrolment process will require that the Finance Office (Lower Ground Floor, Sutherland Building) are first contacted to discuss outstanding financial liabilities to the University before completing their enrolment.

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 on the University's webpage and to which students shall be made aware of);
 - 2.4.1.2 all relevant health and safety regulations and Faculty 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 Termination of the Agreement in the Light of New Information

In addition to the University's rights to end this Agreement in condition 2.6.2 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, or before your return to study after a period of interruption, 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; or
- 2.5.3 if, as an international student, your visa is revoked, the University will terminate the Agreement with immediate effect as you will no longer have University sponsorship and a right to study.

You may seek a reconsideration of any decision to end this Agreement by lodging an appeal as described for Students in Section 3.11 of this Handbook. Please note the process described in 3.11 is the end of the University's Appeals process. Prospective students may not take a case to the Office of the Independent Adjudicator for Higher Education. International students should note that lodging such an appeal will not delay UK Visa and Immigration procedures requiring you to leave the country.

Students subject to UK Visa and Immigration regulations should note that, if the University withdraws you from a programme of study, for whatever reason, it must inform 'UK Visas and Immigration'. This will have implications for your visa and entitlement to remain in this country (see <https://www.northumbria.ac.uk/study-at-northumbria/support-for-students/international-student-support/> for sources of advice).

Your attention is particularly drawn to the provisions of condition 2.6

2.6 Provision of the Programme

- 2.6.1. The University will make reasonable efforts to deliver the Programme as described in the University's current prospectus or any other information provided to you for when you begin the Programme. However, the information provided is prepared in advance of the academic year to which it applies and information contained in the prospectus is intended as a general guide rather than a definitive source.

The University will use reasonable endeavours not to make any changes to the Programme, either before you start or during the academic year for which you enrol. However, there are occasions where some changes may be necessary to assist and support the proper delivery of educational services. The types of changes the University might make to a Programme include changes to title, content or location of delivery. The University would usually only make changes where they are:

- 2.6.1.1. for the maintenance of academic standards, for example where a change is required to maintain compliance with the UK Quality Code for Higher Education or to enable the University to keep teaching up to date with research developments; or
- 2.6.1.2. required to secure our good operation and legal or regulatory compliance, for example if a change is required to maintain or gain a Professional, Statutory or Regulatory Body accreditation.

2.6.2 The University will only discontinue, suspend or combine a Programme of study, or its module components, if we consider it necessary to do so. For example, the University may need to discontinue or suspend a Programme if the number of students who have applied for the Programme are insufficient to be viable, if there is a change to the law, regulatory framework or Professional, Statutory and Regulatory Body requirement which the University is unable to meet, or to meet the requirements of the University's quality assurance and enhancement processes. In the event that the University has taken a decision to discontinue, suspend or combine a Programme or its module components, the University will use reasonable endeavours to ensure that the experience of those students currently studying on the Programme is protected.

Any changes to the Programmes will be made in accordance with the requirements for review and monitoring of Programmes as set out in 'Programme Approval and Revision' (<https://www.northumbria.ac.uk/sd/central/ar/qualitysupport/northumbriaframeworks/admin/?view=Standard>) in consultation with you and other students, and giving you as much notice as possible (the University's procedure for consulting students about programme changes is described on the University's webpage at <http://www.northumbria.ac.uk/static/worddocuments/ardocs/259405.doc>). When discussing changes with you we will make clear the reason for the change. The University will inform you of any changes at the earliest opportunity, explaining the reason for the change.

If the University makes any significant variation to a Programme, you shall be entitled to:

- request a transfer to an alternative and appropriate programme of study in the University. Whilst we will endeavour to provide this we cannot guarantee that this will be possible.
- withdraw from the programme and terminate this contract. We will provide you with an appropriate refund of your tuition fees calculated pro rata in accordance with our refund policy (Handbook of Student Regulations, Section 13, regulation 6 'Fees Reduction') (<https://www.northumbria.ac.uk/about-us/leadership-governance/vice-chancellors-office/legal-services-team/student-appeals-and-complaints/>)

- pursue a complaint about this through the Complaints Procedure for Students (Handbook of Student Regulations, Section 10) (<https://www.northumbria.ac.uk/about-us/leadership-governance/vice-chancellors-office/legal-services-team/student-appeals-and-complaints/>).

2.7 Limit of Liability

2.7.1. The University cannot accept responsibility, and expressly excludes liability, for:

- 2.7.1.1. 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;
- 2.7.1.2. death or any personal injury suffered by you unless caused by the negligence of the University or its employees.

2.7.2. The University may be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or action or the fault of a third party.

2.7.3. 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 2.7.5) 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.

2.7.4. 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 is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us except in relation to liability referred to in condition 2.7.5 below.

2.7.5. Nothing in this condition 2.7 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.

2.7.6. Neither you nor 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.

The University will also not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

2.8 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:

- 2.8.1. the University shall be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already enrolled;
- 2.8.2. 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;
- 2.8.3. 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
- 2.8.4. 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).

2.9 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.

2.10 General

- 2.10.1. 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. The University will retain information about you for the period specified in the University's 'Record Retention Schedule' available on the University's webpage (<https://www.northumbria.ac.uk/about-us/leadership-governance/vice-chancellors-office/legal-services-team/records-management/records-retention-schedule/>). 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 (Section 16) 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.
- 2.10.2. 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.
- 2.10.3. 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.

- 2.10.4. 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.
- 2.10.5. 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.
- 2.10.6. 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.