



Terms and Conditions for 2024/2025

(Students registering for programmes from 1 August 2024)

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Introduction

These terms and conditions apply to all students with 2 exceptions:

- If you are a higher or degree apprenticeship student, then the terms and conditions which apply to you are <u>here</u>.
- If another provider is responsible for delivering all or part of your programme in collaboration with us, and you are paying tuition fees directly to that provider, then in addition to the provider's terms and conditions, you will be bound by our terms and conditions which are <u>here</u>.

These terms and conditions are legally binding and set out the provisions that are central to our relationship with you. You should read these Terms and Conditions very carefully as they contain important information, but particular attention is drawn to the paragraphs in **bold**. If you want more information or are unsure about anything in these Terms and Conditions, please see the dedicated zone on our <u>website</u>.

There is a Glossary at the end of these Terms and Conditions which explains the meaning of certain words that we use.

1. Your contract with us

- a. You will have a legally binding contract with us on the date you accept the offer in our offer letter. If the offer is conditional, this will be the date that you have fulfilled all of the conditions applicable to your first year of study which are specified in our offer letter (provided that in each case the date is within any timescale we have specified in our offer letter):
 - You must register with us before the start of each year of study. Only students
 who are registered have access to our facilities and services. Your contract will
 be cancelled if you do not register for any year of study within the registration
 period and an interruption of study (break in learning) has not been agreed by
 us. This period ends 2 weeks after your programme starts in each year of study.
 - If you change your mind after registering for the first year of study, you may cancel your contract at any time up to the end of the registration period (see paragraph 6 below). If you decide to cancel your contract you will lose any non-refundable deposit (see below) but we will give you a full refund of any additional tuition fees that you have paid relating to that academic year. Depending on the date your contract was made, you may also have a statutory right to cancel after the registration period has ended and to receive a full refund. If you cancel after the end of the registration period withouta statutory right to do so, you may be charged. (Check below for further details about your rights to cancel).
 - You will only have one contract with us in respect of your programme and no new contract will be created when you register for any future years of study.

- b. The contract will comprise the following:
 - these Terms and Conditions;
 - our '<u>Key Facts about Fees'</u> document which tells you everything you need to know about fees (including increases);
 - our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
 - information on <u>Course Finder</u> (which supersedes and takes precedence over information about your programme which is in our prospectus – see below);
 - our Student Charter and Student Code of Conduct which set out what you can expect from us and the behaviours, commitment and input that you will need to drive your academic success and student journey;
 - (if you are under the age of 18 at the time you first register with us), our Policy for the Admission of Students Under 18 Years of Age;
 - Our Refunds & Compensation Policy; and
 - all of the other Rules, Regulations, Policies and Procedures which apply to all students and which are accessible via links below; and

The purpose of the above documents is so that you can understand what is expected of you and can hold us to account if we do not deliver what we have promised.

The above documents are listed in descending order of priority and that order of priority will be applied to resolve any conflict or inconsistency between any of the documents.

Unless you have a good reason for not doing so, you must attend all timetabled and scheduled events for your programme and your compliance may be monitored. Failure to meet the minimum attendance and participation requirements may result in cancellation of your contract and your removal from the programme.

2. Fees and payment

- a. Our Tuition Fees Policy sets out everything you need to know about our tuition fees and the main points are summarised in our '<u>Key Facts about Fees'</u> document.
- b. The tuition fees for each year of study are set out in your offer letter. Increases may apply (see '<u>Key Facts about Fees</u>').
- c. If you have a sponsor:
 - tuition fees must be paid in full at the start of each year of study. Payment by

instalments is not an option;

- you are not entitled to any of our scholarships or bursaries (other than the loyalty discount to which eligible sponsored students may be entitled from September 2022 onwards);
- you remain responsible for payment of tuition fees and we may invoice you personally for any unpaid balance;
- you must provide us with a letter from your sponsor before each year of study which confirms the payment of tuition fees for that year of study;
- you authorise us to disclose relevant information about you/your studies to your sponsor unless you notify our Head of Income & Treasury Management that you do not wish disclosure to be made. This can be done either by post to the University of Salford, University House, The Crescent, Salford, M5 4WT or by email to income-treasury@salford.ac.uk. However, on receipt of notification, you will be classed as a self- funding student and personally responsible for paying your tuition fees.
- d. If you do not have a sponsor, you must pay your tuition fees as follows:
 - <u>For each year of study</u>: payment must be made either in full before the date that year of study starts or, if you set up a recurring debit or credit card payment before the year of study starts, as follows*:
 - 1. Undergraduate, Postgraduate Certificate or Postgraduate Diploma programme by 5 equal and consecutive monthly instalments
 - 2. Any other Postgraduate programme by 7 equal and consecutive monthly instalments

(the first instalment will be on the last working day of the month immediately following the month in which that year of study starts)

*Students who have a postgraduate loan from the Student Loans Company may set up a payment plan to coincide with their scheduled loan payments.

- <u>For each single module</u>: payment must be made either in full before the date on which the module starts or (if you set up a recurring debit or credit card payment before the module starts) by 3 equal and consecutive monthly instalments starting on the date on which the module starts.
- You are not able to register for another module with any tuition fee balance outstanding
- e. Unless you are a home student or have a sponsor, it is a condition of your contract that you must pay us the deposit specified in your offer letter for each year of study*:

- You must register within the registration period for that year of study (this period ends 2 weeks after your programme starts) and pay the deposit on or before registration.
- Failure to pay your deposit on time may result in you being unable to register.
- The deposit is not refundable unless one of the circumstances specified in the Key Facts About Fees document applies.

(*If your deposit payment is flagged to us as suspicious (e.g. because you have tried to pay using a variety of different cards in different names), the deposit condition will not be satisfied and we may cancel your contract and remove you from the programme).

- f. We take debt recovery action for unpaid fees. Your account may be referred to a debt collection agency and this may result in legal action being taken against you. The following also applies:
 - Unpaid tuition fees: Your assessment results may be withheld, you may not be allowed to continue with your programme, you may be prevented from registering for the next year of your programme or from receiving an award or from attending a graduation ceremony.
 - Other unpaid fees: you may be prevented from attending a graduation ceremony.
- g. If you have to re-take any module or repeat any year of study, you will be charged additional tuition fees which will be the amount payable by students starting that module or year of study at that time.
- h. You must pay us other additional amounts in certain circumstances, e.g. library fines and (if applicable to your programme), examination fees, bench fees, material costs and field trip costs (for programme specific information please refer to the Fees and Funding, additional costs section, of the programme entry in <u>Course Finder</u>). A fee of £100 also applies to re-connect to our IT system if you have been disconnected as a result of not complying with our terms of use (see paragraph 4i below). Failure to pay these charges may result in you being unable to attend your graduation ceremony.
- i. Cancellations, interruptions and suspensions of study will not be back dated so you will continue to be charged tuition fees for the period up to and including the date we receive formal notification from you.
- j. Where your contract is cancelled, but we subsequently agree that you may re-join your programme, you must pay all tuition fees in full before resuming your programme.
- k. Refunds will be paid, by the same method of payment, to the payer of the fees to which the refund relates. Further information about refunds is set out in our <u>Refund</u> and <u>Compensation Policy</u>.

- I. No discount on your tuition fees is given where you join the programme late.
- m. (Students requiring visa sponsorship) An administration fee of £250 is payable if we ask you for a mock interview which you fail (see paragraph 11) and which results in your contract being cancelled under paragraph 7a. We may deduct this fee from any refund we owe you. This fee is to cover our costs for processing your application up to the point of cancellation.
- n. n. Any payments made to the University must be made by debit or credit card or International transfer via the Universities payment partner flywire. The University does not accept direct bank transfer payments.

Payments made that contravene this will be subject to UK Anti-money Laundering regulations and due diligence checks. You must provide any information we request to verify the payment and funds may be rejected and returned to the originating account.

- o. If your payment is flagged as suspicious through internal or external checks this may result in any offer to study being withdrawn and /or disciplinary action being taken against you.
- p. Any students who are eligible prisoners in receipt of a Postgraduate student loan will need to provide confirmation of this to the Income and Treasury Team. Once confirmed payment will be made directly to the University from Student Finance.

3. Programme Information

- a. The key information you need about your programme (including the programme title, length, modules, tuition fees/other costs) is in <u>Course Finder</u> and your offer letter.
- b. As our prospectus is published so far before the start of the application process to give you information about your options, certain changes are unavoidable. <u>Course Finder</u> and your offer letter, rather than our prospectus, should be regarded as the sole sources of information to be relied on as they contain the most current and definitive information you need.

4. Rules and Regulations

- a. By accepting our offer, you agree to abide by our <u>Academic Regulations</u> (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures (see paragraph 23). We reserve the right to make changes to our Academic Regulations, policies and procedures and to introduce additionaldocuments (normally before the start of each year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will let you know where any changes are made.
- b. If there are any vaccination or other requirements which are imposed by the UK Government, the National Health Service or other applicable health or regulatory

bodies and which apply to students studying your programme, then you must comply with those requirements to remain on the programme (see your offer letter).

New requirements which you must comply with may be introduced, or changes to existing requirements you must comply with may be made, where they are imposed by law or a third party (e.g. an accrediting professional body) or they reflect current good practice. We will give you notice of any new or modified requirements which apply to you.

- c. If you are studying one of our programmes which leads to registration with a professional body (as listed in Appendix A of our <u>Fitness to Practise Procedure</u>):
 - a. any concerns about your fitness to practice will be considered under our <u>Fitness to Practise Procedure</u>; and
 - b. in addition to our Rules and Regulations, you must also comply with the Rules and Regulations of the applicable professional body.
- d. The qualification you leave with will depend on the level of your programme, the credits/marks you obtain and the threshold of classification you reach as set out in our <u>Academic Regulations for Taught Programmes/Academic Regulations for Research Programmes</u>
- e. Assessment outcomes are confirmed by Assessment Boards. You may submit an academic appeal against a decision reached by an Assessment Board, but specified grounds and time limits apply (see <u>Academic Appeals Procedure</u>). If you submit an appeal, you may be prevented from progressing on your programme pending the outcome. If your appeal is unsuccessful and the delay means you have to resume your programme in the next year of study, you must pay the difference between the tuition fees you have already paid and the tuition fees which are payable by other students taking the programme in that year of study.
- f. Ideally you should read all of the applicable rules, regulations, policies and procedures (see paragraph 23) before you accept an offer but, because there is a lot of information for you to absorb (some of which you may only need to know at a later stage or some of which may never be relevant to you), we have tried to identify both in these Terms and Conditions and in <u>'Key Facts about Fees'</u>, the key points you need to know and to signpost more detailed information so you can find it if needed.
- g. We have a duty of care to our colleagues, students, visitors and others involved with University activities as well as a duty to safeguard children and vulnerable adults who may be on campus. For this reason, we require all our students to disclose the following once they have accepted an offerof a place:
 - any relevant unspent criminal convictions; and/or
 - any police investigation or charges brought against you by the Police or Criminal Justice System as a result of your alleged criminal conduct.

You must inform us of the above as soon as possible after you have accepted an offer and at least 30 days before the scheduled start date for your programme (or immediately if there are fewer than 30 days before the scheduled start date). If you do not make a disclosure at this point, you will have the further opportunity to do so via our <u>website</u>. Disclosure should be made within 30 days of the conviction/charge/instigation of any police investigation.

After a disclosure has been made we will consider the impact of any criminal convictions or investigations/charges, and may ask you for further information as necessary. We do this so we can support you and the wider University community, and not to put unnecessary barriers in place for you.

In the case of investigations by the police or criminal proceedings which have not been concluded at the time of your disclosure we may need to work with the police to support you. In a limited number of cases, we may need to defer a decision about you joining a programme, or for current students, we may need to interrupt your programme temporarily until those investigations/any criminal proceedings have been concluded.

In many instances a criminal record or police investigation will not prevent you from studying on a programme, however, if we decide that a disclosed conviction/ investigation or charge means that you pose a threat or a risk that cannot be mitigated to our colleagues, students, visitors or others involved with University activities with whom you may come into contact or that allowing you to study a programme would be contrary to the law, then we can cancel your contract and remove you from the programme.(see also h below) For further information see our Applicant and Student Criminal Convictions Policy located within Student Facing Policies and Procedures.

Failure to disclose a criminal record, and/or the instigation of a police investigation, or disclosure of incorrect or misleading information, could result in cancellation of your contract and your removal from the programme (see section 7).

We accept no responsibility for any adverse consequences which result from cancellation of your contract and your removal from the programme.

- h. If your programme requires you to undergo a Disclosure and Barring Service (DBS) check, your place on the programme will be conditional on such check being satisfactorily completed. We are not responsible for any delay in carrying out the check unless it is solely our fault. The DBS check is in addition to any disclosure that you are required to make under paragraph 4g.
- i. We use IT facilities to deliver your programme (including assessments) and, in using our IT system, you must comply with our <u>IT Acceptable Use Policy</u>. In particular, you are responsible for all activity on your user account and your password must be kept secure. Monitoring of your account may be carried out to ensure there is no misuse.

Misuse may result in sanctions including blocking or your account and /or a fine.

5. Withdrawal of/changes to programmes and modules

- a. Occasionally programmes, or the way in which they are delivered or the facilities that we use to deliver them, may need to be significantly changed or withdrawn after offers have been accepted. If this happens, we will give you notice as soon as reasonably practicable and will do what we can to mitigate any adverse effects. This is unusual but can happen where:
- we consider that the change is beneficial to students; or
- the programme is not viable to run or will not give students the appropriate educational experience (such as where there is insufficient take-up by students) or where funding or (if your programme is accredited) accreditation is withdrawn; or
- (if your programme is delivered by a collaborative partner) that collaborative partner ends its relationship with us or fails to deliver the programme to the required quality or standard; or
- (if you are a postgraduate research student), the academic who is appointed as your supervisor is unable for any reason to continue the supervision and we are unable to find a suitable replacement; or
- we are affected by an exceptional event that is outside our reasonable control. For illustration purposes only, examples would be natural disaster, adverse weather, terrorism, pandemic or industrial action; or
- we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies.
 - b. If you are adversely affected by any significant change or withdrawal, you may switch to another programme or, in the absence of a suitable alternative, cancel your contract and leave the University and transfer to another provider. We have a <u>process</u> which sets out exactly what happens in this situation.
 - c. The range of optional modules available to you may also change for the reasons outlined above and also where modules are over-subscribed or (if you have interrupted your studies or deferred your place) modules are discontinued.
 - d. Changes to programmes during your studies should only happen in exceptional circumstances. However, if changes are necessary and there is a suitable alternative programme you prefer, we will assist you, as far as we are able, with the practicalities of switching to that programme.
 - e. Our <u>Refunds and Compensation Policy</u> sets out what you can expect to happen where it becomes necessary for us to make changes that could substantially affect your studies.

6. If you want to leave your programme and the University

a. General right to cancel

In addition to your statutory right to cancel (see below), you may cancel your contract at any time without giving us any reason. Where you cancel before a year of study has started, you will not have to pay us anything in respect of that year of study, although you will lose any non-refundable deposit you have paid. Where you cancel after a year of study has started, the amount you owe us or we owe you for that year of study depends on the amount you have paid and how many weeks into your programme you are at the time you cancel see '<u>Key Facts about Fees'</u>.

b. If you cancel your contract, the amount of refund will depend on the amount you have paid us and how many weeks into your programme you are at the time you cancel. To check if you are entitled to a refund and how much would be paid, please email <u>sa-tuitionfees@salford.ac.uk</u>.

c. Statutory right to cancel

You have a statutory right to cancel your contract (without giving us any reason) within a 14-day period which starts on the day after you accept our offer of a place on the programme ("14-day period"). If you receive unconditional and conditional offers, the 14-day period starts on the day after you accept the conditional offer. If we establish that you have already used our Confirmation of Acceptance for Studies letter to obtain a Student Visa, your deposit cannot be refunded. Otherwise, cancellation will entitle you to a full refund of any tuition fees you have paid. If teaching of your programme is scheduled to start during the 14-day period, you expressly agree that your programme will start before your statutory right to cancel has ended.

d. To cancel you must give us notice via the <u>Student Self Service Portal</u> via the student hub. We use the date of your notice to calculate how much we owe you or you owe us (for more details see our Student Engagement, Interruption and Withdrawal Policy).

7. Circumstances in which we may cancel your contract and remove you from your programme

- a. We may cancel your contract and remove you from your programme (you will no longer be a registered student) by giving you notice if:
 - you give us any false, misleading or materially incomplete information in relation to your application. (We may also inform any relevant external bodies about this); or
 - you do not disclose any relevant unspent criminal conviction by the deadline for disclosure or you disclose information that is incorrect or misleading (see paragraph 4g); or

- you do not register at the appointed time and you do not have an interruption of study (break in learning) that we have agreed; or
- your tuition fees (or any instalment) are not paid by the due date for payment (whether they are payable by you or a third party on your behalf); or
- you are required to pay a deposit for any year of study but do not pay it by the due date for payment or a payment is flagged to us as suspicious (e.g. because you tried to pay using different cards in different names); or
- you commit any fraud in connection with any payment to us; or
- you do not meet the minimum attendance and participation requirements (including those of any professional body which accredits your programme); or
- you do not meet the assessment criteria to progress with your programme or to transfer to another programme; or
- you have not complied with any vaccination or other requirements which are imposed by the UK Government, the National Health Service or other applicable health or regulatory bodies and that apply to students who are studying your programme; or
- (Students Visa holders) your application for a visa is refused or your visa is curtailed (cancelled) or you fail to comply with all applicable United Kingdom immigration rules and/or our <u>Engagement Monitoring Policy</u> or we decide there are grounds on which you fail your mock credibility interview (see paragraph 11).
- you have committed serious misconduct for which the penalty of expulsion is imposed under our <u>Student Misconduct Procedure</u> or <u>Student Academic</u> <u>Integrity and Academic Misconduct</u> Procedure; or
- you are found unfit to practise for which the penalty of expulsion is imposed under our <u>Fitness to Practise Procedure</u>; or
- b. If we withdraw your offer or cancel your contract before you start the programme, we will refund any tuition fees you have paid less any amounts you owe us. However, your deposit is not refundable if, at the time of withdrawal or cancellation, we establish that you have already used our confirmation of acceptance for studies letter to obtain a visa or that, during the application process, fraudulent documents (financial or academic) were used or information on previous visa refusals was withheld. If we cancel your contract after you have started the programme, the tuition fees you owe us or which we will refund to you will depend on how many weeks into your programme you are at the time your contract is cancelled. To check the amount see <u>'Key Facts about Fees'</u>.
- c. If your application for a visa is refused, we may decline to issue you with a further confirmation of acceptance for studies letter and our decision will be final.
- d. If your contract is cancelled, your registration as a student will be cancelled which means that you would no longer be a student of the University. As a result you would no longer be able to make use of the University facilities, attend lessons/lectures, sit

examinations or submit assignments for marking. Any assessments/ assignments, (e.g. course work or exams) that you do submit or take, following cancellation, will be considered as null and void. If you are allowed to re-join the programme at a future date, you will be required to repeat these assessments and examinations before you can continue your studies or be awarded a qualification.

e. If we cancel your contract and cancel your registration as a student for non-payment of any tuition fees then, subject to you paying in full all such tuition fees, we may agree for you to be reinstated to your programme. (If, however, you have missed teaching and assessments, reinstatement may be conditional on you meeting certain academic requirements before you return to your programme (e.g. waiting to return to your programme until the next academic year). On reinstatement your contract will resume as if it had never been cancelled. Students who have had their Student Visa curtailed by UK Visas and Immigration may not rejoin their programme.

8. What happens if exceptional and unforeseen events prevent us delivering your programme

Our <u>Student Protection Plan</u> explains the measures we will take to protect you if the continuation of your studies is put at risk due to any exceptional and unforeseen events (e.g. loss of our degree awarding powers). Wherever possible we will try to teach-out your programme even if we have to make adjustments to the way we deliver it. If that is not possible we will offer you one of our other programmes or, if there is nothing suitable for you, we will arrange for you to transfer to another provider.

9. What you need to do if there is a change to your circumstances and you need a 'break from study' (interruption)

- a. We can provide a range of support if you are experiencing any difficulties and please see paragraph 14c which explains how to access help.
- b. To interrupt (take a break from) your studies you must give us notice via the <u>Student</u> <u>Self-Service Portal</u>. Our <u>Student Engagement, Interruption and Withdrawal Policy</u> explains more about the process.
- c. If you are self-funding or have a sponsor, the calculation of your tuition fees will be based on how many weeks into your programme you are at the time you interrupt. If you are a Student Visa holder, you will be required to leave the UK during your interruption and your current visa will be curtailed by UK Visas and Immigration.
- d. If, at the time of interrupting, you have paid all tuition fees for the year of study, you may (at your option) either:
 - carry forward your paid tuition fees to a subsequent year, assuming you resume at the same point at which you interrupted and you resume at the next available opportunity; or

- receive a refund (the amount will depend on how much you have paid and how many weeks into your programme you are at the time you interrupt. To check the amount of your refund, see '<u>Key Facts about Fees</u>'). If you receive a refund, you will be charged the rate of fees which are applicable at the time you resume your programme.
- e. If you are funded by the Student Loans Company, your tuition fees will depend on the date your interruption starts. Overpaid funding cannot be carried forward to a subsequent year as it will have to be repaid to the Student Loans Company. You will then need to re-apply for funding for the year of study in which you resume your programme. The tuition fees will be the applicable amount charged at the time you resume. The amount charged may be reduced if you only need to undertake part of a year of study, e.g. trimester 2.

10. What to do if things go wrong

If you have not received the service that we have promised you, you can make a complaint. We have two complaints procedures which should be followed: one for <u>applicants</u> and one for <u>students</u>

If we do not resolve your complaint to your satisfaction, you may be able to take your complaint to the Office of the Independent Adjudicator whose role is to provide an independent Scheme which reviews complaints against higher education providers. Where complaints are found to be justified or partly justified, the Office of the Independent Adjudicator will make recommendations for us to implement.

11. Students with Visas

- a. If you have a visa, you must comply with visa conditions, immigration rules and our <u>Engagement Monitoring Policy</u>. In particular, we are required to monitor your engagement with teaching events and your non-attendance will be reported to UK Visas & Immigration and may result in curtailment (cancellation) of your visa and your removal from the programme. You also agree to provide all immigration documents to us for us to copy and retain to meet the conditions of your Visa.
- b. If you defer your start date before obtaining a visa, we will carry over your deposit to the next available start date. However, if you defer your start date after obtaining a visa, you will lose your deposit and, as you will need to re-apply for a visa, you must pay us a further deposit.
- c. (If you are applying for a visa for the first time) you should be aware that we may ask you to a mock interview after you have paid your deposit and before any credibility interview that UK Visas & Immigration may require. If we have concerns about your genuine ability or your English language or your financial documents or your academic certificates/transcripts/other documents then these may be grounds for us to decide you have failed your mock interview and to cancel your contract under paragraph 7a.

d. Information for students with visas is available <u>here</u>.

12. Misconduct

Action will be taken against you if you are found guilty of misconduct. Penalties range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in your suspension (and loss of access to facilities and services) pending the outcome of disciplinary action. We will report suspected criminal behaviour to the Police and the disciplinary process may be put on hold pending the outcome of any criminal proceedings.

13. Ownership of your work

With certain limited exceptions set out in our <u>IP Policy</u> (e.g. where outputs are cocreated), you are the owner of all copyright and other intellectual property rights in the works which you create during your programme.

14. Facilities, accommodation and support services

- a. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our reasonable control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.
- b. Third parties own and manage the student accommodation which is located on campus and, if you are staying there, you will have a separate contract for your accommodation with them.
- c. We offer a range of support services for our students for every aspect of life away from the lecture theatre and they can be accessed via our <u>askUS</u> web pages or our askUS helpdesk in University House. These services can help in a wide range of circumstances, including if you are experiencing mental health problems, are struggling with your programme or are concerned about your fit with your programme.
- d. We will issue you with a student ID card when you first register with us which you will need to access our library and other facilities. You are responsible for all usage of your ID card and must keep your ID card safe and secure at all times. Lost or stolen ID cards must be reported to us as soon as possible (email <u>SA-IDCards@salford.ac.uk)</u>

15. Collaboration with other providers to deliver your programme

Where another provider with whom we are collaborating is responsible for the delivery of the whole or part of your programme, the following applies:

a. In addition to our Rules and Regulations, you must also adhere to the applicable rules and regulations of that provider (copies will be made available to you by that provider). In particular, you must pursue any complaint regarding delivery of your

programme by that provider with that provider. Only if your complaint relates to your programme will you have a right to take your complaint to the final (review) stage of our complaints procedure.

b. If your complaint alleges losses caused by both the University and that provider, the University's liability will be limited to a fair proportion of your losses calculated by reference to the extent of its responsibility. Where it is within our power, we will assist you by requiring that provider to provide you with any remedy to which you are entitled.

16. Protecting your data

- a. It is your responsibility to provide us with and keep us promptly updated (via the <u>Student Self-Service Portal</u>) about all changes to, your contact details, including your UK address and landline/mobile telephone numbers.
- b. We will process your personal data in accordance with all applicable Data Protection legislation and our document called <u>Privacy Statement</u> which details how students' personal data will be processed and the purposes for which the data is collected. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change. The Statement covers the sharing of information about you with certain third partieswhere we are required to do so including (where applicable to you):
 - your sponsor;
 - any regulatory body which has responsibility for registering you for the profession to which your programme leads;
 - the Police.
- c. (If you have a sponsor), you authorise us to share relevant information about you and your studies with your sponsor.

17. Support to Study

We have a pastoral duty towards all students which means we must follow up any concerns we may have about your physical or mental fitness to study under our <u>Support</u> to Study Policy and Procedures.

18. Students' Union

As a registered student you will be automatically registered as a member of the Students' Union unless you notify the President of the Students' Union that you do not wish to register. Further details about the Students' Union and opting out of membership are available at <u>www.salfordstudents.com</u>.

19. Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions and the 'Key Facts about

Fees' at any time without notice to you provided that the changes are either beneficial to students or are not significant or are in response to changes in applicable laws and regulations or rules of applicable professional bodies, or are to rectify an error or are to aid clarification. Each version of these Terms and Conditions and '<u>Key Facts about Fees</u>' will be published in the <u>Rules and Regulation section</u> of the Student hub on our website.

20. Graduation

- a. The scheduling of our graduation ceremonies may have to be changed for unforeseen reasons outside our reasonable control. We will try to avoid or minimise disruption wherever possible. All gown hire, travel, accommodation and other costs for you and your guests attending graduation are the responsibility of you/your guests. Students/their guests from outside the UK should ensure that they have adequate insurance for their stay in the UK.
- b. The name that appears on all awarding documents will be your full name as it is written in our system on the date you are awarded a qualification by the University. Unfortunately, our system is unable to recognise accent marks so your name will appear on awarding documents without any accent marks that your name may have. Name changes must be in accordance with our <u>name change policy</u>. Awarding documentation will be issued in accordance with the timescales displayed on our <u>University Website</u> at the time of your award.

21. Applicable law

English law governs your contract.

22. Glossary of Terms

cancellation/cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her/their programme at the University and the cancellation of the contract between the student and the University. A studentwho has been expelled from the University would never be permitted to study at the University again.
home students	Students who we assess as being eligible to pay tuition fees at the home rate according to guidance of the UK Council for International Student Affairs

interruption of study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
retake	This refers to your third attempt at a module assessment and means that you must attend all classes and do all assessments for that module again. Retake modules are subject to payment of a fee and require re-registration for the module at the appropriate time. Retake is different to reassessment. Reassessment refers to your second attempt at any assessment and will result in a capped mark for the assessment of 40% (undergraduate) or 50% (postgraduate).
sponsor	An external organisation such as an embassy, your employer or a government organisation.
suspension of study	A period of time during which we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.
unspent criminal conviction	An offence for which the applicable rehabilitation period has not ended. After a certain amount of time (known as a rehabilitation period), a criminal conviction becomes 'spent' and can be ignored. There are different rehabilitation periods depending on how old you were when you were found guilty by a Court and on the sentence or punishment you were given.

23. List of our Rules and Regulations

Click<u>here</u> to visit our Terms and Conditions page. Here you will find a list of useful documents that apply to all students and form part of your contract with The University (these documents may be updated from time to time – as mentioned above). The documents available are as follows: -

Admission as a student

- 1. Admissions Policy (including Complaints Procedure for Applicants)
- 2. Applicant & Student Criminal Conviction Policy
- 3. <u>Safeguarding Policy</u>

Conduct, behaviour

- 4. Fitness to Practise Procedure
- 5. Support to Study
- 6. <u>Student Academic Integrity and Academic Misconduct Procedure</u>
- 7. <u>Student Charter</u>
- 8. <u>Student Code of Conduct</u>
- 9. <u>Student Misconduct Procedure</u>

Complaints

10. Student Complaints Procedure

Fees/Refunds

- 11. Key Facts About Fees
- 12. Refunds & Compensation Policy
- 13. Tuition Fees Policy and Tuition Fees Information

Exams/Assessments

- 14. Assessment and Feedback Policy
- 15. Assessment Boards for Taught Programmes Policy
- 16. Examination Rules
- 17. External Examining for All Taught Programmes Policy

Health/hardship/wellbeing

- 18. Personal Mitigating Circumstances (PMC)
- 19. Student Support Policy

IT system (including student email)

20. ICT Acceptable Use Policy

My information

21. Privacy Statement

Programme/studies/research

- 22. Academic Regulations for Taught Programmes
- 23. Academic Regulations for Research Programmes
- 24. Personal Tutoring
- 25. Student Engagement, Interruption and Withdrawal Policy
- 26. Student Handbook
- 27. Student Protection Plan

Results/grades

28. <u>Academic Appeals Procedure</u>

Equality, diversity and freedom of speech

- 29. Equity, Diversity and Inclusion
- 30. Freedom of Speech Policy

Pregnancy/children

31. Student Pregnancy, Maternity, New Parenthood and Adoption Policy

Under 18s

32. Admission of Students Under 18 Years of Age

Students with Visas

33. Engagement Policy for Student Route and Tier 4 Visa Holders at the University of Salford