

University of Sunderland - Student Terms and Conditions

IMPORTANT

This document sets out the Terms and Conditions that apply to students of the University of Sunderland. This document refers to other documents, policies, procedures and regulations of the University which are part of the contractual arrangements. You should therefore read this and the other documents carefully. The additional documents, including the Student Handbook, can be found on the University's website.

Your particular attention is drawn to:

1. The terms of the Tuition Fee and Refund Policy that is applicable to your studies (this includes details of when fees may change, as well as detailing circumstances in which you may cancel your place or withdraw from a programme);
2. The University's right to make changes to the course or programme (see clause 6);
3. The circumstances in which the University excludes or limits its liability to you (see clause 13).

1. Introduction

1.1 This document, together with the documents referred to within it, sets out the Terms and Conditions that apply to students of the University of Sunderland.

1.2 These terms do not apply to Apprentices or Work Based Learners who have been provided with alternative terms and conditions specific to them.

1.3 These terms will also apply to students who receive educational services from a collaborative partner of the University in conjunction with the University. Such students will also be bound by the terms and applicable regulations of the partner institution they are studying with.

1.4 Course directories and prospectuses (including online prospectuses) describe programmes which are available from the University. Programme documents and specifications describe the relevant programme information.

1.5 In this document, the following terms shall have the meanings as follows:

"Additional Charges" means charges in addition to the tuition fees which may include (but are not limited to) payment for study materials provided by the University such as creative art materials, computer disks, special paper or learning packs which are intended as cheaper alternatives to textbooks, and the cost of mandatory field trips included in the programme.

"Apprentice(s)" means an individual who has enrolled on and is undertaking and completing an apprenticeship programme with the University funded by their employer or the ESFA.

"Distance Learning" means learning undertaken by students remotely from the University such as via online methods.

"Educational Services" means the teaching, examination, assessment and other educational services provided by the University.

"Student" or **"you"** means a student of the University;

“Student Handbook” means the Student Handbook which is published by the University and is available to access [here](#). Unless otherwise agreed, the latest version of the handbook will apply.

“Tuition Fee and Refund Policy” means the Tuition Fee and Refund Policy which is relevant to your studies and are published from time to time on the University’s website, available [here](#).

“University” or **“we”** means the University of Sunderland

“Work Based Learner(s)” means (for the purposes of these Terms and Conditions), a learner who attends the University for off-the-job learning as part of their employment with their employer

2. The Contract

- 2.1 When you accept an offer of a place at the University, your contract with the University takes effect. By accepting the offer you agree to be bound by these Terms and Conditions, the University’s regulations, policies and procedures (including the Student Handbook), the relevant Tuition Fee and Refund Policy, any additional agreement required as part of your programme and other documents referred to in this document.
- 2.2 You will be required to confirm your acceptance of these Terms and Conditions, and the Tuition Fee and Refund Policy, upon enrolment with the University.
- 2.3 The University may need to amend these Terms and Conditions and other documents from time to time. Changes will normally be effective from the start of a new academic year and will be drawn to your attention through the annual enrolment process. Where it is necessary to make changes during the course of the academic year (for example to comply with the law) any changes will be communicated with you.

3. Personal Information

- 3.1 The University of Sunderland is registered as a data controller with the Office of the Information Commissioner, details of this registration can be found [here](#). Any personal data collected and or processed by the University is held in accordance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulations (GDPR).
- 3.2 The University collects and holds personal data relating to its students for a variety of purposes, for further details on the way in which we process your personal data, including the legal basis for doing so, please click [here](#).
- 3.3 The University may process special category personal data about you, such as details about your mental or physical health and/or disability, information concerning ethnicity, domicile, religious or political opinions and/or sexuality. In limited circumstances the University may also disclose this special category personal data to third parties, where there is a legitimate need or obligation, during or after your study.
- 3.4 The University undertakes to maintain student data in secure conditions and to process and disclose data only within the terms of its Student Privacy Notice. You may also be provided with additional privacy notices / information if relevant to your programme or activities that you undertake.

- 3.5 The University's Data Protection Officer should be contacted if students have any specific questions. Please note that the University is reliant on students for much of the data it holds: as such it is your responsibility to help the University keep records up to date by notifying any alterations to student addresses, personal details, or course enrolments.
- 3.6 The University complies with the requirements of the Data Protection Act 2018 and from the 25th May 2018 the requirements of GDPR. Guidance on Data Protection issues can be found in the Data Protection Policy which can be accessed [here](#).
- 3.7 Under the GDPR individuals have a number of rights in relation to how the University handles their personal information, details on the rights you have can be found in the Student Privacy Notice. To discuss any objections, concerns, to obtain a copy of the current personal information held about you or to exercise any other rights that you have under GDPR, please contact the University's Data Protection Officer at the following address:

The Data Protection Officer, University of Sunderland, Room 202, St Peters Gate, Charles Street, Sunderland SR6 0AN

Or send an email to: dataprotection@sunderland.ac.uk

4. Tuition Fees

- 4.1 You must pay the tuition fees for your module or programme in accordance with the University's Tuition Fee and Refund policy, by the due date.
- 4.2 The tuition fee that you agree to pay is shown in your offer letter. You also agree to pay any Additional Charges which may be due to the University in respect of your studies that are not covered by the tuition fees. The payment of these fees and charges is a condition of enrolment.
- 4.3 If a third party is paying some or all of your tuition fees on your behalf (such as the Student Loan Company, an employer or sponsor), you remain responsible for all outstanding fees.
- 4.4 If you do not pay the tuition fees by the relevant due date, the University reserves the right to withdraw you from the programme, remove access to online materials, prevent you from re-enrolling in your studies, withhold an award or delay graduation. The University may also take all reasonable steps, including legal action, to recover outstanding fees from you.

5. Your Cancellation Rights, Right to Withdraw and Right to Suspend Studies

- 5.1 You have a statutory right to cancel your contract with the University under the Consumer Contracts Regulations 2013. To exercise your cancellation rights, you must notify the University of your intention to cancel the contract within 14 days, starting on the day after your contract with the University takes effect.
- 5.2 Where you have cancelled your contract with the University within 14 days in accordance with this clause 5, you will be entitled to a full refund of fees paid to that point in accordance with the University's Tuition Fee and Refund Policy.

- 5.3 In the event that you wish to suspend your studies or withdraw from your programme, your withdrawal will be counted as taking place on the day of receipt of the appropriate form for leave of absence or notification of intent to withdraw through the University's online withdrawal system. For information as to how this may affect your financial liability to the University, you should refer to the University's Tuition Fee and Refund Policy relevant to your studies. You can also find information about suspension of studies and leave of absence in the Student Handbook.
- 5.4 The University's policies in relation to withdrawal from studies are in addition to your statutory cancellation rights.

6. The University's Right to Make Changes

- 6.1 The University will take all reasonable steps to provide the Educational Services in the manner set out in the relevant course directory, prospectus / online prospectus, and other documents however the University does not guarantee their provision. The Educational Services, programmes, facilities and other arrangements for students described in each Directory or Prospectus (including online) are regularly reviewed and are subject to change from time to time.
- 6.2 In order to continue to provide high quality Educational Services, the University may make variations to the contents, or methods of delivery of programmes and modules, discontinue, merge or combine programmes and modules in response to professional, statutory and/or regulatory body requirements, feedback from students and/or external examiners, the need to enhance student performance and achieve, changes to the theory in an area of research and/or changes to the practices around the subject of delivery. In the event of any changes to programmes or modules, or the discontinuation of any programme, the University will use reasonable endeavours to help affected students switch to a suitable alternative programme or alternative provider in accordance with the [University's Process for Modifications to Programmes and Modules](#).

7. The University's Obligations

- 7.1 The University will provide you with Education Services (including teaching, learning, and where applicable, research opportunities and assessments) and related activities which the University considers appropriate for your programme. For students who are enrolled on a Distance Learning programme, the University will provide you with access to online resources and materials.
- 7.2 The University will provide you with the module tuition, module materials and module assessments (as applicable) as described in the module description in the online prospectus.
- 7.3 In the event that you undertake a mandatory or optional placement as part of your programme, you will be supplied with further information by the University applicable to your placement. The University's Regulations will continue to apply whilst you are on placement. The University will not be responsible for any acts or omissions of a third party placement provider.

8. Your Obligations

- 8.1 You must abide by the University's policies and procedures contained within this contract and the Student Handbook (including but not limited to the Policy on Student Conduct and Academic Regulations).
- 8.2 You must pay your tuition fees in accordance with clause 10 of this Contract.
- 8.3 You must provide the University with full and accurate information as requested in relation to your application, admission and enrolment on the module or programme. You must inform the University promptly if there are any changes to your academic or personal information.
- 8.4 You will need to participate fully in your programme. Some programmes may require a specific level of attendance and you must comply with these requirements.

9. Criminal Convictions

- 9.1 Students will be required to disclose any relevant, unspent, criminal convictions (as defined in and in accordance with the University's Admissions Policy and Admissions Code of Practice for Applicants declaring a criminal conviction) when requested to do so by the University. Disclosure will be required from you when you accept your offer of a place on a programme on a campus-based course, and must be completed before enrolment. It should be noted that criminal convictions may not necessarily be a bar to study, but must nevertheless be notified to the University.
- 9.2 If you disclose a relevant, unspent, criminal conviction to the University, you are required to provide the University with additional information, as reasonably requested, in order for the University to carry out a suitable assessment of risk. Upon receiving a relevant criminal convictions disclosure, the University reserves the right to (a) cancel / withdraw the offer, (b) impose conditions or restrictions on you whilst you are at University to the extent that the University considers necessary to manage any risks, or (c) to terminate any contract with you where you have already enrolled on a programme, where the risks cannot be appropriately managed.
- 9.3 Students on campus-based courses are required to notify the University if they are charged or found guilty of any relevant, unspent, criminal offence after their initial declaration, whether this is prior to enrolment or during their time at University. Failure to disclose a relevant, unspent, criminal conviction may result in disciplinary action by the University and the University reserves the right to terminate the contract.
- 9.4 Where appropriate, registration on a programme may be conditional upon compliance with any requirements arising from legislation or regulations made from time to time in relation to the protection of children and vulnerable adults. For these programmes, you will be required to disclose information about your criminal convictions and to complete a disclosure application to the Disclosure and Barring Service which may include the disclosure of spent convictions. You may also be required to submit a Medical Clearance form.
- 9.5 Students should be aware that a criminal conviction may not necessarily be a bar to studying at the University, however the University cannot guarantee that a criminal conviction would not be a barrier to entry in your chosen career or profession. It is the students' responsibility to familiarise themselves with and to ensure compliance with the requirements of any professional body which they wish to join either before or after

graduation. Students should also be aware that a change in their circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect their continued compliance and in such cases should be notified both to the relevant professional body and to the University for clarification.

10. Immigration

- 10.1 International students are responsible for complying with the terms of their visa (including any specific attendance monitoring requirements), and with immigration legislation as in force at the relevant time more generally. International students may be required to provide evidence to the University that they are complying with these terms.
- 10.2 International students studying at the University on a Tier 4 visa are required as a condition of their contract to maintain English language skills at least at the level required on entry to the University for the duration of their programme. The University reserves the right to re-test students at any point during their programme.
- 10.3 If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable timeframe, the University may terminate this contract and may withdraw you from your course.

11. Online account and IT

- 11.1 The University may provide you with an online account to access the University's e-learning platform. Online Distance Learning Students will be provided with an online account for this purpose.
- 11.2 You must only use your online account and the e-learning platform for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the e-learning platform. You must not submit or share any defamatory or illegal material of any nature.
- 11.3 You must comply with the University's policies in relation to the use of IT, including the IT Acceptable Use Policy available [here](#).
- 11.4 The University does not guarantee that the use of the e-learning platform will be compatible with all hardware and software, or that access to the e-learning platform will be uninterrupted or error or virus free.
- 11.5 You are responsible for ensuring that you have adequate virus protection on any device that you use to access the e-learning platform and you must take appropriate steps to regularly check for viruses.
- 11.6 The University will not be liable for any damage caused by your use of the University's IT equipment, or connection of your own device(s) to the University's IT network.

12. Intellectual property

- 12.1 All copyright, trade marks, design rights, patents and other intellectual property rights (registered or unregistered) and all content located on the e-learning platform shall remain vested in the University or its partners.

13. Liability

- 13.1 The University will not be in breach of this contract or otherwise liable to students in any manner whatsoever, for any failure or delay in its ability to provide the Educational Services due to an event beyond the reasonable control of the University. Such an event, for the purpose of this contract, means any cause preventing the University from providing the Educational Services arising from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the University include, without limitation, strikes, lockouts or other industrial disputes, protests, war or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, breakdown of plant or machinery, utilities failure, fire, explosion, an Act of God, flood, storm, epidemic or other national disaster or default or delays of suppliers or sub-contractors. The University will use all reasonable endeavours to minimise the relevant disruption to those services.
- 13.2 The University does not exclude or limit its liability for:
- 13.2.1 death or personal injury caused by the University's negligence (or that of its employees, agents or sub-contractors);
 - 13.2.2 fraud or fraudulent misrepresentation; and
 - 13.2.3 any other act or omission, liability for which cannot be limited or excluded by law.
- 13.3 Subject to clause 13.2 above, if the University is in breach of any of its obligations under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise; the University's liability shall not exceed the total tuition fees paid by the student at the time of the breach.
- 13.4 The University cannot accept responsibility for and expressly excludes liability for damage to or loss of Students' property whilst on University premises.
- 13.5 You will not be liable to the University for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control.

14. Termination of the Contract by the University

- 14.1 In addition to the University's other rights to terminate under the terms of this contract, the University may terminate (temporarily or permanently) its contract with you with immediate effect by notifying you in writing, in the following circumstances:
- 14.1.1 you fail to pay any outstanding tuition fees;
 - 14.1.2 you do not enrol on your course;
 - 14.1.3 for academic reasons under the Academic Regulations (found in the Student Handbook);
 - 14.1.3 you are withdrawn from the University for any reason;
 - 14.1.4 you commit a material breach or repeated breaches of this contract;

14.1.5 in accordance with the Policy on Student Conduct (found in the Student Handbook);

14.1.6 if the University discovers you have withheld or provided material inaccurate academic or personal information.

15. Education Act 1994

15.1 Under the Education Act 1994 any student has the right not to be a member of a Students' Union and not to be unfairly disadvantaged with regard to the provision of services, or otherwise, by reason of having exercised that right. At the University of Sunderland all students, members and non - members alike, have in general the right of access to services provided by the University and the University of Sunderland Students' Union (SU).

However, there are some rights which are not extended to non-members, and these include the following:

- (i) the right to participate in SU and NUS (National Union of Students) elections and decision-making processes, including those of clubs and societies,
- (ii) the right of SU and NUS representation,
- (iii) the right of access to SU bars, and certain SU commercial activities, except as guests of members,
- (iv) the right to commercial advantages negotiated for the benefit of SU and NUS members.

16. General

16.1 If you have a concern or complaint about the University, you should use the Student Complaints Procedure (which can be found as part of the Student Handbook).

16.2 These Terms and Conditions and all other policies, rules and regulations referred to within it are governed by English Law.

16.3 This contract (forming of the Terms and Conditions and other documents referred to) is personal as between you and the University. No third parties shall have any rights to enforce any of the terms.

16.4 If any provision of this contract is or becomes illegal, invalid, or inapplicable, then all other parts of the contract shall remain valid and in force.

16.5 If either you or the University fails to enforce or delays in enforcing its contractual rights as against the other; this shall not be treated as a waiver of its right to later enforce the contract.