

Student Terms & Conditions: Outline Framework



Academic Year 2017-18

1. Introduction

The following outlines the terms and conditions through which the University and its students work together to create a positive environment for learning and academic achievement.

This document links other policies and information, which form part of the terms and conditions the University and its students undertake to observe and abide by. The principles of these Terms and Conditions apply irrespective of campus location.

2. Contract Information

A contract is initiated between the applicant and the University at the point when the offer of a place at the University is accepted by the applicant. By accepting the offer of a place at the University an applicant agrees to follow the University's terms and conditions. The vast majority of students will not need to refer to the terms and conditions regularly but they provide a legal background and are, therefore, important.

Once students register at the University, the contract between the student and the University becomes formalised. As a student, you may withdraw from this contract without financial penalty within 14 calendar days of registration. After that point (i.e. from week 3 of Term 1 onwards in any given year) if you wish to withdraw from the University and from this contract, you may be liable to pay a proportion of the full fees for the academic year. Full details about fees, deposits and payment terms are provided in the University's Credit Policy (which is available at <http://www.ncl.ac.uk/internal/finance/policies/index.htm>) and are outlined in section 6, below.

The contract between you and the University will expire, subject to the provisions for early termination in the terms and conditions, on the completion of your programme, whether or not a University award has been conferred.

3. Programme Information

The University supports the principle of informed choice for students, and aims to ensure that programme information published in printed material (including prospectuses) is accurate at the time of publication, and that the University website and other digital information produced by the University are kept up to date.

The University is not responsible for the content or availability of any external websites which may be linked to from the www.ncl.ac.uk domain.

The University makes all reasonable efforts to deliver the programmes of study and research opportunities and other services and facilities as described on its website and in its printed prospectuses for entry in a given academic year.

However, in rare circumstances, it may be necessary for the University to make changes to its provision in response to unforeseen circumstances. Changes might include, for example:

1. Changes to the timetable, location, number of classes and method of delivery of programmes of study, provided such alterations are reasonable.
2. Changes that may affect topics, modules and options within degree programmes, and / or additional opportunities such as placements, field trips and exchange visits.

Reasons for change could include timetabling issues, changes in staff, requirements of programme accrediting bodies, to reflect academic changes within subject areas, or owing to minimum student numbers on a course.

3. In exceptional circumstances, suspension, discontinuation or combining of programmes of study.
4. Necessary changes to the University's statutes, ordinances, regulations, policies and procedures (for example, in the light of changes in the law or the requirements of the University's regulators).

Significant changes to programmes will normally come into force with effect from the next admissions intake.

Where such changes are necessary, the University will make every possible effort to ensure that students who are already studying on the programme(s) affected can complete their original programme of study. If this is not possible, the University will always cater for and support current students, by providing appropriate choices and alternative options.

In the event that a current student does not wish to accept any revised arrangements or the opportunity to transfer to a replacement programme and notifies the University in writing within reasonable time of being informed of the change, the University will make an appropriate refund of any deposits or tuition fees paid in accordance with the University's Credit Policy (which is available at <http://www.ncl.ac.uk/internal/finance/policies/index.htm>).

Where changes will affect programmes for which students have applied, the University will:

1. Use all reasonable resources to inform relevant applicants at the earliest opportunity.
2. Use all reasonable resources to offer an alternative programme to applicants at the earliest possible opportunity.
3. Use all reasonable resources to update course listings and information at the earliest opportunity after changes have been confirmed.

Applicants for programmes which are to be discontinued may at any time withdraw their application to Newcastle University if they do not wish to accept an alternative option, and the University will refund any deposits paid. Undergraduate applicants who have applied through the UCAS system will have the opportunity to make another UCAS choice (at another institution) if they do not wish to be considered for an alternative programme at Newcastle University.

4. Application Information

It is essential that applicants provide accurate and complete information in their application form and applicants will be required to confirm this as part of the application procedure. If materially false or misleading information is provided the University can withdraw the offer of a place to study, even after registration.

Applicants must disclose any unspent criminal convictions. Some programmes will require the disclosure of all convictions, spent or unspent. The University will consider whether such convictions are relevant to study on a particular programme. If situations change after the offer of a place applicants must notify the Admissions Staff, or Personal Tutor, for registered students.

The University will seek whenever possible to support students with needs related to a disability, including dyslexia and other specific learning difficulties, mental health conditions, or other health conditions. We strongly encourage applicants to disclose all relevant information during the application process, and at the earliest opportunity, so that appropriate support can be put in place in good time. Contact the [Student Wellbeing Service](#) for further information.

5. Admission to the University

All applicants for a place at the University are considered on an individual basis, taking into consideration the entrance requirements and any other requirements for the programme of study. The [University Admissions Policy](#) is available on the University website.

When the University makes an offer of a place, applicants must make sure that they understand any conditions on which the offer is based and by which date or dates these conditions must be met. All applicants are provided with appropriate contact details for further enquiries.

Where undergraduate applications have been submitted via the UCAS system, the acceptance of the offer of a place to study is also completed via UCAS. For students who have made a direct undergraduate application to Newcastle University or through the University's Postgraduate Admissions Portal, the acceptance will be made by direct correspondence with the University. Once the offer has been accepted, and any conditions of admission have been met, applicants will be entitled to register with the University for the relevant academic year of entry.

6. Fees and Payment

Tuition fees and all other expenses relating to the programme must be paid in a timely manner. Tuition fees are payable for each year of a programme of study, unless stated otherwise, and are likely to increase in subsequent years. Details are published on the University's [Tuition Fees](#) web pages and in the Fees Schedule.

Unless stated otherwise, tuition fees do not include any charges for residential accommodation, examination resits, extensions to the designated period of study, travelling expenses, or other miscellaneous expenses. Some programmes specify additional costs relating to particular aspects of the programme of study. Examples of [additional costs](#) can be found on our website.

Applicants will receive with their offer of a place confirmation of whether they will be classified as 'home/EU' or 'international' for tuition fee purposes. If applicants consider this classification to be incorrect, they should contact the Admissions team and complete a fee questionnaire to enable further consideration to be given to their individual circumstances, so that their fee status may be determined. A change in the fee status requires the University to make a new offer and for some programmes controls on the number of places available for home/EU or international entrants might mean that no new offer can be made.

The University reserves the right at any time during the Academic Year to withdraw students from their programme, thereby terminating the contract between you and the University, or to withhold University facilities and services until all outstanding tuition fees are paid. If at the end of an academic year a student is in debt to the University for tuition fees, the University reserves the right to refuse registration for the next Academic Year. If a tuition fee debt exists at the end of the programme, the University will not release the award parchment, or a letter of confirmation of award, until all tuition fee debts to the University are paid.

Students withdrawing from the University, transferring to another institution or taking time out from their programme, may be refunded a proportion of any tuition fees already paid, in accordance with the University's Credit Policy_(which is available at <http://www.ncl.ac.uk/internal/finance/policies/index.htm>). In the case of UK / EU students, the University will not refund directly to you any fees paid on your behalf by the Student Loans Company.

7. Registration

Prior to entry, new students will be notified of the date their programme will commence and of the arrangements for registration and induction. The contract between the student and the

University formally commences at the point of registration. Unless this contract is terminated earlier, it will be concluded on the last day of the final Semester of the student's programme in the student's final Academic Year or the last day of any assessment of the student's performance (whichever is later).

Students are required as a condition of accepting a place at the University to abide by, and to submit to, the Regulations and Rules of the University. To register at the University students must accept the 'Student Declaration' as part of the on-line registration system, *'I hereby promise to conform to the discipline of the University and to all statutes, regulations and rules in force for the time being in so far as they concern me'*.

All members of the University (including registered students) are required to comply with University Policies and Procedures which are regularly reviewed and revised, including the following, which are available on the website:

- [Student Charter](#)
- [University Regulations](#)
- [Student Procedures](#)
- [University Safety Policy](#)
- [Rules of use of computing facilities](#)
- [Equality strategy](#)
- [Dignity and Respect Policy](#)
- [Data protection policy](#)
- [Other University procedures](#) including, for example: Insurance; Car Parking; Public Interest disclosure.

The University reserves the right to make reasonable changes to the Regulations and Rules of the University where, in the opinion of the University, it will assist in the proper delivery of education and/or it is in the interests of the University and its students. These changes will normally come into effect at the beginning of the next Academic Year. Continuing students will be advised of major regulation changes taking place on an annual basis.

8. Data protection and disclosure of personal information

During the application procedure, registration and academic progression the University will collect a range of personal information. It will be used to support students on their programme and for the administration and management of the University, including statistical analysis. Some information may be disclosed outside the University, either at the request of the student or in the student's interest.

The information is collected from a number of sources including; applications, registration forms and references, and from carrying out Disclosure and Barring Service (DBS) or health checks (if necessary). We may disclose information relating to your academic progress to sponsors (if appropriate) in accordance with the University's [Data Collection Policy](#).

Medical information disclosed to the University's Student Wellbeing Service will be treated as confidential and disclosed only in accordance with their normal procedures.

Students will be asked for emergency contact details during the registration process and by providing them, it is confirmed that these individuals have consented to the processing of their personal data by the University. All information will be kept for a reasonable period in accordance with legal requirements and for administration purposes. Further details can be found in the [Data Protection Policy](#)

9. Conduct

Students are expected to attend such lectures, tutorials, examinations and other activities as form part of their programme. The University's arrangements for [attendance monitoring](#) are available on the website.

Students must also be aware of and observe the University's [discipline regulations](#) and codes of conduct (which include the University's right to suspend or exclude a student in exceptional circumstances on disciplinary grounds)

Students may also be subject to the University's regulations on [Fitness to Study](#) if their health issues cause concern and reasonable adjustments do not appear to be sufficient.

10. Intellectual property

Students are subject to the University's regulations concerning the ownership, protection and exploitation of intellectual property created during the course of research and related activities, which includes software, databases and 'apps', arising whilst they are a student of the University.

The [Policy Statement on Intellectual Property](#) that applies to taught students is available on the website. There is a separate [Policy Statement on Confidentiality and Intellectual Property for Research Students](#).

11. Accommodation

If students apply to reside in University accommodation it is dependent on their continuing to study at the University. There are separate terms and conditions which apply to occupation of University accommodation and further details of these are available, as follows:

<http://www.ncl.ac.uk/accommodation/current/>

12. Religious observance

Whilst the University is committed to supporting and promoting a fully inclusive learning community, all applicants and students should be aware that:

- In an intensive course we have to routinely schedule activities, including examinations, on Fridays and Saturdays.
- Where religious observance practices have a specific impact on the health of an individual student and affect his or her fitness to attend examinations or other assessments, the student should submit an application, with medical evidence, for consideration under the Personal Extenuating Circumstances (PEC) procedure.
- Students on medical or dentistry degrees, whatever their cultural or religious norms, must adhere to the relevant requirements of General Medical Council (GMC) or General Dental Council (GDC) in terms of good medical or dental practice. Further information can be found on the GMC Website under the Good Medical Practice directive or on the GDC Standard for Educations website and also to local NHS Trust policy in relation to patient safety. This will include infection control measures, such as being 'bare below the elbow'.
- Requests for leave of absence for reasons of religious observance will normally be considered sympathetically. On occasion, however, it may be difficult to support such absence if this risks compromising the student's academic progress or professional accreditation.

13. Liability

Students are advised to obtain insurance for their own property before arrival at the University and should note that sporting activities are undertaken at their own risk. In certain circumstances you may be required to obtain other types of insurance, for example, Medical Defence Insurance. The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- Damage to your **personal** property (including vehicles and bicycles parked on University campuses);
- Indirect and consequential losses, loss of opportunity and loss of income or profit, however arising;
- Personal injury or death except in so far as it is caused by the negligence of the University.

Liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of tuition fees paid by or on behalf of an applicant or student to the University or the amount, if any, the University receives from its insurers in respect of that particular loss, whichever is the greater.

14. Queries, appeals and complaints

Queries about these Terms and Conditions should in the first instance be addressed to the Head of Student Progress: head.studentprogress@ncl.ac.uk

If you have any concerns or complaints relating to the processing of your application, follow the [Admissions Complaints and Appeals](#) Procedure

The University has a [Student Complaints and Resolution Procedure](#) for all registered students.

Angela McNeill

Head of the Student Progress Service

17 August 2017