

## Terms and Conditions

This document sets out the terms and conditions between the University and students on

the contractual information and disclaimer published at the end of this Document together with (as from time to time in force and /or updated):

- the University's Charter, Statutes, Council Ordinances and Senate Regulations;
- all the University's rules, policies and procedures (including the rules, policies and procedures of your College and/or Research Institute); and
- the information contained in your College handbook.

These documents, which comprise our "Terms", contain the University's requirements in particular in relation to:

- admission, registration and attendance;
- payment of fees and other charges;
- academic progression, conduct, assessment and awards;
- general conduct, fitness to study, fitness to practice and Professional Suitability (including the requirements of any relevant Professional, Statutory or Regulatory Body);
- immigration
- equal opportunities, harassment, and health and safety; and
- use of the University's services and facilities including those relating to IT, the Library, sports and fitness, and car parking.

Some of these documents may be accessed at Policies and Other Important Documents page and in the Undergraduate prospectus / Postgraduate prospectus . Alternatively, copies can be obtained upon request from the University's Quality and Standards Office.

Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply with these requirements could result in the University taking action against you under relevant University procedures (for example those relating to academic conduct or

fitness to study or fees) which could lead to the



For further information in relation to health requirements please contact your College.

## 5. Student support, health and welfare

The University provides an extensive variety of student support services including academic skills workshops, medical care through its on-site NHS Medical Centre, a free counselling service and (through its Disability and Dyslexia Service) support and advice to disabled applicants and students. If you have a disability or other support need you are strongly encouraged to disclose it to the Disability and Dyslexia Service on application so that the University can seek to support you with your needs throughout your studies.

The University values inclusiveness and endeavours to ensure that all applicants and students are treated on the basis of their merits and abilities and that no one suffers discrimination or disadvantage on the basis of their gender, marital status, race, colour, ethnic or national origins, disability, sexual orientation, r 0 Tw8 0 Tder,

Non-compliance with your Tier 4 responsibilities and other immigration – related obligations could result in action being taken against you by the University under Senate Regulation 6 and termination of your registration and withdrawal of your sponsorship. Your responsibilities as a Tier 4 student are set out here <http://www.brunel.ac.uk/international/visas-and-immigration/your-responsibilities-as-a-tier-4-student>

Once in the UK, you must take responsibility for ensuring that you comply with the terms of your student visa whilst studying in the UK. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed the hours that are stipulated on your visa during term time. You are permitted to work full time only when considered not in term by the University. Term time can vary depending, for example, on the level and programme you ~~time~~ 16ei-3(ur)]TJ 0 Tc 0 Tw 3.19 0 4.2( )Tj -0.004 Tc 0.004

If you cease to be a student of the University, because for example you withdraw or the University terminates your registration, you may still be liable for any outstanding fees and charges.

It is important that you read Council Ordinance 11 and the Student Financial Policy carefully as these set out the University's and your respective rights and obligations including but not limited to circumstances in which sums paid to the University will be refunded. They also set out the potential consequences if you fail to make payment such as the University's ability to terminate your registration and/or to withhold awards. In addition, non-payment of fees and/or charges could result in the University taking legal action against you to recover outstanding amounts.

In particular, please note that Council Ordinance 11 permits the University to raise the tuition fees confirmed in your offer letter by no more than 5% or in accordance with RPI (Retail Price Index), whichever is the greater, on a yearly basis.

## **8. Data protection**

The University uses your personal data as set out in its Data Protection Policy .

## **9. Intellectual property**

The University has an IP Policy dealing with intellectual property created whilst you are a student at the University. Such IP will normally be owned by you. In certain limited circumstances such IP will be owned by the University, for instance to allow the University to protect and commercialise the IP from a project as a whole or to protect its charitable status. By accepting a place at the University, you are formally accepting the University's rights of ownership and rights to use and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy.

## **10. Disclosure of information generally**



To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### Effects of cancellation

If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

If you have any queries regarding our Terms, please contact the Head of Student Services at HOSS@brunel.ac.uk

### Disclaimer

The University makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in this publication and other University documents.

However, the University may in some circumstances be required to:

- x make reasonable variations to the content and/or syllabus of programmes of study;
- x alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
- x make changes to or withdraw placements
- x make reasonable changes to its statutes, ordinances, regulations, policies and procedures; and/or
- x combine programmes of study.
- x suspend, discontinue or not provide programmes of study .

The University may be required to take the actions outlined above in the following circumstances and/or for the following reasons:



- x if the University reasonably considers this to be necessary in order to appropriately manage its resources and/or pursue its policy of continuous improvement in the best interests of students;
- x because a key member of staff is unwell or leaves the University and/or because too few students apply to join a programme for it to be viable;
- x due to developments in theories or practices in academic, professional and/or research areas, which will be in the interests of students;
- x to comply with changes in law or comply with the instructions of the University's regulators or a professional body;

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x if the individual does not wish to accept the University's offer of a replacement programme or the University is unable to offer a replacement programme, an individual will be entitled to withdraw: (i) his or her application; or (ii) from the programme (as appropriate) by notifying the University in writing;

x in the event that the individual student withdraws, the University will make an appropriate refund of tuition fees and deposits paid.

The University will provide students with educational services with reasonable care and skill. The University will also provide you with a range of pastoral and support services in addition to the services being provided under these Terms. Please note that the availability and scope of these pastoral and support services are subject to change during your programme of study for a variety of reasons, including, but not limited to, in response to funding arrangements and the needs of students. The University therefore maintains a discretion to vary and/or amend the availability and scope of pastoral and support services at any time.

Nothing in the Terms including this disclaimer excludes any liability which it would be unlawful to exclude.

The University will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:

1. strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party),
2. acts of God,
3. pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise),
4. governmental requisitioning, emergency planning or provision,
5. war, protests, fire, flood, storm, tempest, explosion,
6. an actual, suspected or threatened act of terrorism,
7. riot,
8. civil commotion,
9. 
10. breakdown of plant or machinery,
11. actions or defaults of placement providers, or
12. default of suppliers or sub-contractors.



## Appendix 1

### Model Cancellation Form

To Admissions Department, Brunel University London, Kingston Lane,  
Uxbridge, Middlesex UB8 3PH (admissions@brunel.ac.uk)

I [\*student name\*] hereby give notice that I [\*student name\*] cancel my  
contract for the supply of the following service: programme of Higher  
Education level study

Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Name of student:

Address of student:

[Signature of student:]

Date: