

## Terms and conditions

The University's Terms and Conditions are reproduced below. Additional copies are available on request from Student and Academic Services, City Campus, Howard Street, Sheffield S1 1WB, telephone 0114 225 5555. They govern the contract between the University and its students. It is important that you read and understand the Terms and Conditions because any offer of a place to study at the University is made subject to your acceptance of them. These Terms and Conditions apply from 1 August

### 1 Definitions

In these Terms and Conditions, the following terminology shall have the following meanings:

**Academic Year** means a calendar year running from 1 August in one year to 31 July in the next year. The specific dates applicable to individual students are determined by their programme of study.

**Fees** means tuition fees and, where relevant, additional fees or costs required for Programmes or Services such as module re-examination, residential.

**Collaborating Organisations** means an institution or organisation with which the University has an agreement in relation to the provision of Programmes and/or the conferment of awards, degrees or diplomas.

**Enrolment** means the process by which a Prospective Student or Student formally registers their participation or continued participation in a Programme at the University and provides information required by the University. Completion of the enrolment process is required for the University to grant access to the Programme and related Services (for example library, IT services, course materials, tuition etc).

**Prospectus** means the current University prospectuses (including online and printed versions) giving details of Programmes for the following Academic Year.

**Programme** means a programme or course of study at the University.

**Prospective Student** means a person who has accepted a place at the University, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at the University.

**Regulations** means the University's Instrument and Articles of Government, regulations, rules, codes, policies, procedures and other instructions and administrative arrangements as are in force and as amended from time to time, including relevant decisions of the Board of Governors and the Academic Board and related committees.

**Semester** means the two periods of the Academic Year called semesters. The first semester runs from September to January and the second semester runs from January to May.

**Services** means such educational services and facilities which at its sole discretion are provided by the University for students (including but not limited to the provision of library and IT services, participation in laboratories and field trips as part of the course and provision of student support and guidance).

**Student(s)** means those students who are pursuing a Programme as an enrolled student of the University.

**Terms and Conditions** means the terms and conditions contained in this document and in the Regulations.

**Tuition Fees** means the fees charged by the University specifically for the provision of Programmes to Students.

**The University** means Sheffield Hallam University.

### 2 Contract formation

A contract on the Terms and Conditions is formed between you and the University at the point when you accept the offer of a place at the University. By accepting a place at the University you are also agreeing to be bound by the Terms and Conditions. It is therefore important that you read and understand them prior to accepting your place

The contract will expire, subject to the provisions for early termination in the Terms and Conditions, on the completion of your Programme, whether or not you are conferred with a University award.

### 3 Admission to the University

#### 3.1 Consideration of applicants

All applications for a place at the University are considered on their merits in the context of the specific and general guidance set out in the Prospectus and any special requirements as set out in clause 3.2. All Prospective Students will be required to declare unspent criminal convictions. The requirements stated in the Prospectus may be varied from time to time without notice to Prospective Students where it is reasonably considered by the University to assist in the proper delivery of education. The University is not obliged to provide reasons for its decisions in applications.

#### 3.2 Special requirements

Students for certain specified Programmes must comply with special requirements. Some special requirements must be complied with as a

condition of a Prospective Student obtaining their place at the University and other special requirements continue throughout the period of the Programme. These special requirements are often imposed by law, accrediting or professional bodies, or other third parties. For example, some Programmes may require additional declarations by the Student relating to their health, criminal convictions and cautions. There may be a requirement for a check of criminal convictions (via the Criminal Record Bureau's Disclosure Service) and/or medical examinations. In addition, certain standards of behaviour and attendance requirements may apply.

Details of any current special requirements that apply to your Programme can be obtained from the University. Variations or new special requirements may be introduced by the University from time to time without notice to Prospective Students or Students if they are required by a third party or by law, or where it is reasonably considered by the University to assist in the proper delivery of education.

Failure to comply with any such special requirements may result in termination of your contract, with the consequence that you may not be permitted to begin your Programme at the University or you may be required to leave your Programme and/or the University.

#### 3.3 Conditional offers

Some offers of a place may be conditional on a Prospective Student fulfilling certain requirements either academic or otherwise, which will be stipulated when the offer of a place is made. If a Prospective Student fails to meet these requirements to the reasonable satisfaction of the University, the contract between the Prospective Student and the University shall, unless the University agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

#### 3.4 Enrolment

You are required to enrol with the University at the start of your Programme and to re-enrol as required by the University (normally annually).

### 4 Provision of programmes and services

Students will be notified of the date their Programme will commence. Unless this contract is terminated earlier, it will be completed 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).

The University will use its reasonable endeavours to deliver Programmes in accordance with the descriptions set out in the relevant Prospectus. However, the Prospectus is produced at the earliest possible date to provide maximum assistance to intending applicants. It is inevitable that changes will occur between the date of printing and the start of the Academic Year to which they relate.

The University therefore

**4.1** reserves the right to make variations to the contents or methods of delivery or assessment or locations of Programmes, to discontinue or suspend Programmes, to merge or combine Programmes and to introduce new Programmes if such action is reasonably considered to be necessary by the University. Such changes may occur either before or after enrolment of a Student. Prospective Students and Students have a right to withdraw from the Programme if, after they accept a place, the course is substantially varied from the description in the Prospectus, in such circumstances our normal practice is to refund any Tuition Fees or deposit already paid on a pro rata basis for the unexpired period of the Semester or Academic Year for which such fees have been prepaid once the University has received written notice from you that you wish to withdraw from the Programme for that reason. In the event that the University discontinues or suspends your Programme after an offer has been accepted and at any time during your Programme the University's normal practice is to refund any Tuition Fees and deposits you have paid on a pro rata basis for the unexpired period of the

Semester or Academic Year for which fees have been pre-paid. In addition, the University will use its reasonable endeavours to provide a suitable alternative Programme at the University (for which fees will be payable) or suggest a suitable <sup>course</sup> at an alternative educational institution but <sup>this</sup> shall

**4.2** reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the University. The University reserves the right to make additional charges and to vary such charges from time to time for services.

**4.3** aims to offer maximum flexibility of study within the relevant regulations but does not guarantee that all parts of and options within Programmes will be available to all Students who are qualified to take them.

## 5 Rules and regulations

You are required as a condition of accepting a place at the University to abide by, and to submit to, the Regulations. These include regulations in the following areas (although the list is not all embracing) – academic, conduct and discipline, financial; health and safety; data protection, accommodation, library and computing; equal opportunities, intellectual property, complaints, and programme requirements. The main Regulations are available from the Secretary and Registrar and at <http://my.shu.ac.uk>

The University reserves the right to make reasonable changes to the Regulations 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. These changes will normally come into effect at the beginning of the next Academic Year. The University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by the Funding Councils.

## 6 Payment

### 6.1 Fees

The University charges Tuition Fees for the delivery of its Programmes and you will have primary responsibility for payment, although in many cases payment will be made on your behalf by a third party; for example a local education authority, the Student Loans Company or a sponsor.

The University will invoice you or the third party paying on your behalf for the Tuition Fees to be paid on the date stipulated in the invoice. If the third party does not make payment in full by the due date you will be invoiced personally for any outstanding balance. If payment is not made, provisions of clause 6.4 may come into force.

You are contractually obliged to pay the Tuition Fees and all other Fees on the dates they fall due from the moment the contract is formed, ie when you accept an offer of a place.

Tuition Fees are usually charged to Students in every Academic Year of their Programme and you should therefore ensure that the necessary arrangements to pay your Tuition Fees have been made before enrolling for the next Academic Year.

The Tuition Fees for all Programmes are issued by Student and Academic Services, which should be contacted for further details.

### 6.2 Level of fees and fee review

The levels of Fees are reviewed and may be revised on an annual basis prior to the beginning of the Academic Year in question.

### 6.3 Liability for tuition fees on termination of contract/refunds

If you withdraw or transfer out of the University to another institution before enrolment or within the first three weeks of your Programme all Tuition Fees will be refunded subject to the University retaining all or part of any deposit as specified in clause 6.5.

If you withdraw from the University, transfer to another institution or take time out from your Programme after the first three weeks but before the end of an Academic Year, refunds/credits of Tuition Fees paid are not automatically given. The University may refund a proportion of any Tuition Fees pre-paid by you on a pro rata basis for the unexpired period of the Academic Year, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the withdrawal. The University will not refund any fees paid on your behalf by the Student Loans Company.

You must formally notify the faculty office immediately in writing that you have withdrawn and any refunds/credits will be calculated from the date the University receives such formal notification.

### 6.4 Debts

If you, or any third party who is supposed to pay your Tuition Fees on your behalf, fail to pay any Tuition Fees by the due date specified in the invoice from the University, the University reserves the right to charge you interest on any outstanding Tuition Fees on a daily basis at an annual interest rate of two per cent above the base rate of HSBC until all outstanding Tuition Fees and interest are paid.

The University reserves the right, at any time during the Academic Year, to withdraw you from your Programme and to withhold all services until all outstanding Tuition Fees and interest are paid and/or terminate the contract between you and the University. If at the end of an Academic Year you are in debt to the University for Tuition Fees, the University reserves the right not to allow you to enrol on your Programme for the next Academic Year. If you are in the final year of a Programme, the University will not release your certificate, or a letter of confirmation of award, until all Tuition Fee debts to the University are paid.

If you are in debt to the University for Fees related to any of the Services provided in association with your Programme, for example library fines, the University reserves the right to withdraw that Service until outstanding debts are paid.

### 6.5 Deposits

The University reserves the right to require a deposit for some Programmes, as stated in your offer. Where a deposit is required your place will not be guaranteed until it is paid and the University reserves the right to withdraw the offer of a place on the Programme without further notice to you if the deposit is not paid by the date stipulated in the offer. Under the Distance Selling Regulations 2000 you have a right to cancel your place within a specified period and details of this will be notified to you in your offer letter. If you withdraw before the expiry of the period notified to you in your offer letter, you will be entitled to a refund of any deposit paid. If having paid a deposit you cancel or withdraw from your Programme after expiry of the said period, then some or all of the deposit may be retained as a contribution towards the University's reasonable costs

### 6.6 Fees policy and procedures

Further details about the University's fees policies and procedures may be found at <http://my.shu.ac.uk> or by contacting the Finance Directorate. These Policies and Procedures, as varied from time to time, form part of these Terms and Conditions.

### 7 Students' Union

All Students are automatically registered as <sup>members</sup> of the Students' Union unless you notify the President of the Students' Union that you do not wish to register. Details of the procedures for opting-out of membership and other information relating to the Students' Union are available from the Secretary and Registrar and at <http://my.shu.ac.uk>. The University shall not unfairly disadvantage any Student because they are not a member of the Students' Union.

### 8 Ownership of students' work

It is the policy of the University that the intellectual property rights to any original work created by Students as part of their Programme will automatically pass to the University, as set out in the Intellectual Property Policy (details of which are available from the Secretary and Registrar and at <http://my.shu.ac.uk>). The University undertakes to acknowledge appropriately the authorship and inventorship of such works created by Students. The University will share the net income derived from the exploitation of such intellectual property rights with inventors, designers and/or authors who are Students at the time of the work's creation. In line with our published Intellectual Property Policy at the

relevant time, these arrangements will normally continue after the end of the Student's Programme. The procedure for calculating and distributing the sums payable to individual creators is set out in the Intellectual Property Policy. The provisions of this clause shall survive the expiry or termination of the contract between you and the University, however caused.

### 9 Collaborating Organisations

If you are studying at a Collaborating Organisation, you will be subject to certain additional regulations and contractual terms of that Collaborating Organisation, including disciplinary regulations. Breach of these additional regulations or contractual terms will be treated as a breach of the University's Rules and Regulations and may also result in the University requiring you to withdraw from your Programme and to withhold Services and/or terminate the contract between you and the University.

The University has agreements with Collaborating Organisations which set out the roles and responsibilities of each in relation to your admission, Programmes and Services. Where such responsibilities rest with the Collaborating Organisation, the University excludes liability to the fullest extent permissible by law for

- failure by the University or the Organisation to carry out those responsibilities
- the negligent acts or omissions of the Collaborating Organisation's staff or
- circumstances beyond the University's or the Collaborating Organisation's control, which prevent or limit performance of the University's or the Collaborating Organisation's obligations save that, the University does not exclude any liability for any personal injury to or death of a Student due to any negligent act or omission of the University or its staff.

### 10 Data Protection Act

The University is registered under the Data Protection Act 1998 (DPA 1998) to hold personal data (as defined under the DPA 1998 (Personal Data)) including sensitive personal data (as defined under DPA 1998 (Sensitive Data)) on its Students and third parties such as individuals enquiring about University Services. The University will only hold and use Personal Data for the purposes stated in the register entry and/or in line with the requirements of the DPA 1998. The University may disclose your Personal Data to those third parties set out in the *University Code on Personal Data* and shall only disclose your Sensitive Data with your explicit consent and/or as permitted under the DPA 1998.

The Terms and Conditions incorporate the *University Code on Personal Data* (Data Protection Code) which

is available from the Secretary and Registrar and at <http://my.shu.ac.uk>. The Data Protection Code sets out a policy statement and procedures to ensure that you and the University abide by the DPA 1998 and the University follows good practice in its use of Personal Data and Sensitive Data. The Data Protection Code also sets out information on the purposes for which Personal Data is held on students, the categories of data held, the safeguards in place, organisations to whom the University may disclose your Personal Data and Students' responsibilities. The University and Students must comply with the Data Protection

### 11 Liability

#### 11.1 General

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 insurance. The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for

- all damage to your property (including vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff
- the non-return of work submitted for assessment
- any modification or cancellation of Programmes
- personal injuries or death except in so far as it is staff
- all indirect and consequential losses, loss of opportunity and loss of income or profit, however arising

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other 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 the Prospective Student 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

## 11.2 Exclusion of liability for events beyond reasonable control

Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and acts of God.

## 11.3 Connecting Student's personal IT equipment to the University network

Students may not connect personal IT equipment to the University network unless express individual consent has been obtained as set out in the *Regulations for the Use of IT Facilities* (available from the Secretary and Registrar and at <http://my.shu.ac.uk>). Students connecting to the network do so on the basis that they accept all risks associated with the connection (for example virus attack) and that the University accepts no liability save for loss or damage caused directly by the negligence or breach of contract by the University or its staff and provided always that the University accepts no liability for any indirect and consequential

## 12 Termination of Contract

### 12.1 Termination of contract by the University

The University may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances

- (a) if you have provided false, incomplete or misleading information in relation to your application for admission to the University
- (b) if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Programme
- (c) where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements
- (d) if you fail to meet the requirement to enrol in the first year of your Programme or fail to re-enrol in subsequent years within the required timescale
- (e) where it has been found that you have breached the *Disciplinary Regulations* (available from the Secretary and Registrar and at <http://my.shu.ac.uk>)
- (f) if you fail to meet the required standard of Students' performance for your Programme, including but not limited to unsatisfactory standard

work, failure to meet specified attendance requirements (for your Programme), failure to submit coursework and/or meet Programme deadlines, failure to fulfil a specified contract of studentship in a Programme and failure to adhere to professional standards for training purposes.

(g) if you fail to pay any Tuition Fees by the due date specified on the University's official invoice. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

The effect of the University terminating this contract under this clause 12.1 or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to the University or you will be required to withdraw from the University immediately and you will no longer be entitled to commence or continue your Programme. The University may in its absolute discretion refund or abate a proportion of any pre-paid Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the termination.

### 12.2 Termination of contract by the student

If you decide prior to enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately and in any event prior to the date upon which enrolment is scheduled to take place. You may be entitled to a refund of all or part of any deposit paid (as set out in clause 6.5). Students withdrawing, transferring to another institution or taking time out from their course after enrolment may be entitled to a refund of all or part of their Tuition Fees (see clause 6.3). The University will endeavour to provide information and advice to such Students.

## 13 Notices

Any notice served by the University under these Terms and Conditions and any correspondence from the University shall be deemed to have been served two working days after dispatching to the address notified to the University by you. The University shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the University informed of any changes to these addresses.

Any correspondence from the Student to the University should go to the address specified for such correspondence in these Terms and Conditions or the Regulations or if an address is not specified, to the general University address Secretary and Registrar, City Campus, Sheffield Hallam University S1 1WB. Such correspondence shall be deemed to have been served on the University two working days after posting.

## 14 Changes to Terms and Conditions

**14.1** The University reserves the right to make reasonable changes to the Terms and Conditions from time to time, both before and after you enrol, where in the opinion of the University it will assist in the proper delivery of education, where changes are in the interests of the University and/or in order

- comply with any changes in the law or to take account of a ruling by a court or similar body
- comply with any changes requested by the Higher Education Funding Council for England, the Training and Development Agency for Schools or any other major funding body
- implement legal advice, national guidance or good practice
- provide for the introduction of new or improved methods of operation, services or facilities
- reflect market conditions
- make them clearer or more favourable to you
- rectify any error that might be discovered in due course; and/or
- further to codify existing arrangements

These changes will normally come into effect at the beginning of the next Academic Year, although the University reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or required by law.

**14.2** In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the contract between you and the University without affecting the remaining Terms and Conditions which shall continue to be valid.

**14.3** If the University permits you to transfer between Programmes, such transfer shall be treated as a variation of your contract with the University and will be subject to your continued acceptance of the Terms and Conditions. No other variation or amendment to this contract may be made by you without the prior written consent of the University.

**14.4** Any new editions of the Terms and Conditions shall be placed in University libraries and Student and Academic Services, published at <http://my.shu.ac.uk> and may be publicised by other means so that you can be aware of any changes.

## 15 Status of Terms and Conditions

These Terms and Conditions represent the entire agreement between you and the University and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the University.

In the event of inconsistencies between the Terms and Conditions in this document, the Regulations and the Prospectus, the Terms and Conditions in this document shall prevail over the Regulations which shall in turn prevail over the Prospectus.

Any failure of or delay by the University or a Student in relation to the exercise of its rights under the Terms and Conditions shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

It is not intended that any third party should be entitled to enforce any of the provisions of these Terms and Conditions and in particular no third party who would not have been so entitled except under the provisions of the Contracts (Rights of Third Parties) Act 1999.

#### **16 Law and Jurisdiction**

This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and

#### **17 Headings**

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect the interpretation of this agreement.

#### **18 Queries and complaints**

Queries about the Terms and Conditions should be addressed to the Secretary and Registrar, City Campus, Sheffield Hallam University S1 1WB who shall be responsible for determining any matters of interpretation.

If you have any queries, concerns or complaints relating to the processing of your application, please contact the Admissions Office, Student and Academic Services, City Campus, Sheffield Hallam University S1 1WB.

The University has a Students' complaints procedure which is available from the Secretary and Registrar and at <http://my.shu.ac.uk>

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