



Ulster University (Ulster Online)

Terms and Conditions

1. Introduction to Ulster Online

Ulster University is committed to providing higher education that can help you reach your full potential. You will have a high quality, fully online, professionally-oriented education. Your chosen Ulster Online course is open to all eligible students from around the world.

2. Introduction to the Contract

These terms and conditions ("Terms and Conditions") represent an agreement between you and the University.

In these Terms and Conditions, where any of the following terms are used they shall have the following meaning:

"Applicant" means an applicant who has or who may submit an Application to the University.

"Application" means the application by an Applicant to study a course at the University.

"Contract" means the agreement between you and the University in relation to your studying a course through Ulster Online. These Terms and Conditions and the regulations, policies and procedures referred to in this document form the Contract.

"course" means your prospective or registered programme or study or research leading to an academic award by the University.

"Student" means a student who has accepted an offer to study a course at the University and who has completed the registration process.

"Ulster University", "the University" "we", "us", or "our" means The University of Ulster by Royal Charter and registered in Northern Ireland with company number RC000726 of Cromore Road, Coleraine, Co. Londonderry, BT52 1SA.

"Ulster Online" means the online programmes that are provided by the University that are available here: <https://online.ulster.ac.uk>

When we refer to "you" and "your" in these Terms and Conditions, we are referring to you as a Student, however, when these Terms and Conditions refer to your Application the use of the words "you" and "your" shall also refer you when you are an Applicant.

You are strongly advised to read these Terms and Conditions before accepting an offer of a place to study and registering to do so. Applicants are also advised to read these Terms and Conditions before submitting their Application.

In the event that we are required to make changes or seek enhancements to these Terms and Conditions, we will notify you and seek your agreement.

By accepting the University's offer of a place on a course or by continuing your registration, you agree to accept these Terms and Conditions in full which, along with your offer and the University's Statutes, Ordinances, Regulations, Policies and Procedures, the Student Charter, *Your Rights and Obligations*, a copy of which can be found here: <https://www.ulster.ac.uk/online-policies>, and the most recently published prospectus (available here: <https://online.ulster.ac.uk>). It is your responsibility to read these documents carefully as they, together with these Terms and Conditions, form the Contract between you and the University.

In the event of conflict between a provision in the Terms and Conditions of this Contract and other documents forming part of the Contract, these Terms and Conditions take precedence.

3. Your Application and offer

Ulster Online Applications are by direct application through the University website.

It is your responsibility to ensure that the information you provide to the University is true, accurate, complete and not misleading. If your Application is found to contain incorrect, misleading or fraudulent information or significant information has been omitted from your Application, the University may withdraw or amend your offer, or terminate your registration.

The offer the University makes to you will be either conditional or unconditional. If your offer is conditional, the University will set out the conditions you need to fulfil to be admitted to the course.

The offer of a place shall be withdrawn if the conditions set out in your offer have not been fulfilled by the date set out in your offer letter.

You will be required, at the request of the University, to provide satisfactory evidence of your qualifications (including, where relevant, English language qualifications) in advance of registration. Failure to provide such evidence to the University's satisfaction may result in termination of your offer, activation of de-registration and termination of this Contract.

The date on which your Contract with the University begins is the date you accept your offer. You can accept your offer by registering with us online by the registration deadline as notified to you in your offer letter.

4. Mutual Rights and Obligations

Ulster University expects its staff and Students to treat each other with mutual dignity and respect. Anti-social behaviour in person or online, or any other form of misconduct, however minor, can negatively affect the good order of the University and disrupt the positive learning and wider experience of others. Examples of what the University considers "anti-social behaviour" are set out in the Schedule of Offences available here: [Schedule-C-to-ordinance-XLI.pdf \(ulster.ac.uk\)](#).

The University requires all of its Students to behave responsibly and to maintain standards of good conduct at all times. Students are required to comply with the Student Charter.¹ Details of Student Misconduct are defined by Ordinance XLII which sets out the process for dealing with Student Disciplinary.²

As a Student you will be provided with the tuition and academic and pastoral support associated with your course. In addition, Ulster Online Students can avail of health and wellbeing services,³ and digital support services.⁴

5. Disclosure of criminal convictions and related information

As a condition of taking up your admission offer at the University, and on a continuing basis on courses (such as teaching, health and social work etc.) which involve working with children and vulnerable adults, you must disclose any criminal convictions including sentences and cautions (including verbal cautions), reprimands, final warnings and bind-over orders whether or not these have been spent. For these courses, you will be required to undertake an AccessNI check and any other check as notified to you by the University and provide the results of those checks to the University prior to the commencement of your course. The University will inform you when such AccessNI checks or any other checks will apply. If you fail to undertake an Access NI check or any other required check or fail to provide the results of those checks to the University, this will result in your Application being rejected.

¹ <https://www.ulster.ac.uk/studentcharter>

² <https://www.ulster.ac.uk/about/governance/compliance/student-discipline>

³ <https://www.ulster.ac.uk/wellbeing>

⁴ <https://www.ulster.ac.uk/ds/students>

6. Student wellbeing services

The University values inclusiveness and endeavours to ensure that Applicants and Students are treated on the basis of their merits and abilities without discrimination or disadvantage on the basis of their gender, marital status, race, colour, ethnicity, nationality, disability, sexual orientation, religion, belief or age.

If you have a disability or other support need, you are advised to disclose details on your Application so that the University can seek to support you throughout your studies.

The University provides student wellbeing services, including support for mental health and wellbeing, guidance for Students with a disability, as well as budgeting advice and financial advice. Ulster Online Students can access these services online.⁵ The University cannot provide advice and guidance on local, in-country support, disability and wellbeing grants or legislation for Students not resident in the UK.

7. Immigration compliance requirements

Not relevant.

8. Registration

You are required to register at least two weeks before the start of your course. You must re-enrol the subsequent September, which is the beginning of the next academic year if your programme duration spans more than one academic year.

9. Tuition fees, payments plans and other fees

You are required to pay the tuition fee and any related top-up charges listed for the course in the prospectus available here: <https://online.ulster.ac.uk>
~~6 below~~

The tuition fee for this Contract is established at your registration. It is subject to an annual inflationary increment. The fees for new and continuing Students are issued regularly on the University website.⁶

You are liable for all deposit, fees and other charges, including where a third party such as a sponsor, loan provider or employer is acting on your behalf.

Depending on the calendar month of entry to your course, a deposit is normally payable to secure an offer of a place on a course, which will be notified to you by the University. The deposit will be credited to the tuition fee upon registration.

Tuition-fee payment options will be presented to in advance of registration for you to elect from at registration. You can find examples of these on the Ulster Online website.⁷

The Tuition Fee Payment Policy⁸ and Tuition Fee Liability Policy apply in respect of your payment of tuition fees,⁹ including the terms under which the University may terminate your registration and/or to withhold academic awards.¹⁰

The University Tuition Fee Liability Policy applies in the event you do not pay your tuition fees or any other outstanding fees and charges. The policy sets out your obligations in the event that your registration ceases through leave of absence or termination by the university and/or you have outstanding fees and charges.¹¹

The University may pursue legal proceedings for those in debt to the University and may

⁵ <https://www.ulster.ac.uk/student>

⁶ <https://online.ulster.ac.uk>

⁷ <https://www.ulster.ac.uk/online-policies>

⁸ <https://www.ulster.ac.uk/online-policies>

⁹ <https://www.ulster.ac.uk/online-policies>

¹⁰ For advice and guidance on your rights under these policies contact: please contact the Tuition Fee Office by telephone or e-mail as per the Ulster Online website.

¹¹ See: Tuition Fee Liability Policy for further information <https://www.ulster.ac.uk/online-policies>

disclose information to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations in order to recover debt.

If you have any concerns regarding payment of fees or require further information about tuition fees, please contact the Tuition Fee Office at Tel: +44 028 7012 4252 email: fees@ulster.ac.uk.

10. Other Charges

Where applicable, you are liable for course-related charges that are listed in the prospectus entry for your course.

You will be liable for any tax or other charge levied in the event that local goods and services tax or value-added tax applies to education including online study in your country of residence. In this eventuality such taxes will be passed onto you and will be added to your tuition fee. In the UK such taxes do not currently apply.

You are required to provide and pay for your own technology for online access to your course. Study online requires good access to the internet, a reliable broadband facility and a high quality laptop. Details of advised technology requirements will be provided with your course materials and are available on the Ulster Online website.² You are responsible for maintaining and securing your laptop, computer or other device. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

11. Changes to your course

The University will provide information on your course title and core modules and will endeavour not to change these other than: (i) in the circumstances described below; (ii) within a reasonable notice period (for Applicants and registered Students); and (iii) with your consent (registered Students only):

- A course title may change, for example to reflect developments in the subject or for professional body requirements.
- Core modules are not normally subject to change during your course but their content may be updated from time to time. In some disciplines rapid subject development may necessitate change to keep the course up to date and relevant.
- Optional modules, where relevant and listed in the course/programme specification, may change in availability from time to time.
- For Applicants: In the unlikely event that the course is withdrawn prior to your registration as a Student, the University will make reasonable endeavours in good time to notify and to mitigate the position of Applicants. In the first instance, the University will explore a suitable replacement. In the event that a suitable replacement is not available or acceptable, the University may refer Applicants, with their permission, to an alternative higher education provider offering a suitable replacement. In extremis, and in the event that these alternatives are neither feasible nor acceptable, Applicants will be offered a refund of monies paid to the University.
- For Students: On the rare occasion that a course with registered Students is to be withdrawn, the University will honour its contractual commitment and a teach-out arrangement will be put in place to enable Students to complete the course within the normal period of study.

12. Educational provision and disciplinary action

The University shall endeavour to deliver its courses with reasonable care and skill in accordance with the description provided in the prospectus. It will clearly explain the academic requirements in advance.

Students must fulfil the academic requirements of their course, including the submission of course work and other assignments at the specified times and attendance according to the schedule for induction, classes, examinations, assessments and such other requirements as may be specified from time to time and in accordance with the policies, rules and regulations of the University.

The University may take disciplinary action with those who do not act in accordance with this Contract and the policies and regulations of the University and any of the documents referred therein.

13. Data Protection Regulation¹²

The University holds information about all its Applicants and Students and uses personal information collected from the Application to:

- a. process Applications, collect feedback from Applicants and to send you information about the University and its events;
- b. the University will also use the information which it holds on Students to: (i) deliver their courses; (ii) to provide educational and support services; (iii) to monitor Student performance and attendance; (iv) to collect feedback; and (v) for strategic planning, statistical analysis, aggregated statutory returns, equal opportunities monitoring; and
- c. maintaining IT systems.

The University will not share personal data with general third parties other than contracted partners for its education services or for maintenance of its systems.

Please refer to the University's privacy notice for more information which is available here: [Student-Privacy-Notice-Aug-20.pdf \(ulster.ac.uk\)](https://www.ulster.ac.uk/student-privacy-notice-aug-20.pdf).

14. Intellectual Property Rights

Learning materials provided to you by the University as part of the delivery of your course are subject copyright law. The learning materials belong to the University, or if they were created by a third party, the University licenses the use of those materials from the third party owner.

Students and members of staff must comply with the University Copyright Policy, including information and guidance relating to the legal use of library resources, scanning, use of images and many other aspects of copyright compliance. Further information is available on Copyright guidance and reference material.¹³

15. Student Accommodation

Not relevant.

16. Complaints

Complaints about the University or a course, must be referred through the University Complaints Procedure and the Student Complaints Policy.¹⁴

17. Right to cancel or take leave of absence

You are protected by consumer protection legislation, which includes but is not limited to, the Consumer Rights Act 2015 (CRA), and these Terms and Conditions have been established in accordance with guidance on the implications of consumer legislation for Higher Education Institutions issued by the Competition and Markets Authority.

You have a right to cancel this Contract for any reason within 14 days of your acceptance of the University's offer of a place on a course. This is a statutory right under the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you exercise your right to cancel the Contract you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the course. To exercise your right to cancel within the cancellation period, a right-to-cancel statement must be received before the end of the cancellation period, and you may use the Template Cancellation Notice set out below.

Your statutory right of cancellation does not affect your right to withdraw from your course at

¹² <https://www.ulster.ac.uk/ds/students/technology-for-online-learning>

¹³ <https://www.ulster.ac.uk/about/governance/compliance/gdpr>

¹⁴ <https://www.ulster.ac.uk/student/policies/copyright-and-intellectual-property-rights>

the University at other times, subject to any ongoing obligations you may have to the University as a result of your registration should you commence studies at the University. You can still choose to cancel your acceptance of a place to study after the cancellation period has expired. Ulster Online Students are permitted a further 7-day right to cancel from the first date of the first online module after registration, however you may be responsible for a portion of the tuition fees. Further details of your liabilities can be found under the Tuition Fee Liability policy.¹⁵

If you choose to cancel your place on the course, cancellation is required in writing by e-mail to admissions@online.ulster.ac.uk. The template below should be used in the e-mail.

Template Cancellation Notice:

Name of Applicant:
Address of Applicant:
Email Address of Applicant:
I give notice that I cancel my offer of a place to study on
Course Title:
Signature of Applicant (if cancellation is by letter)

If you take a Leave of Absence, this may affect your liability for fees and charges. You will be advised in this eventuality.

Should you wish to take either leave of absence or to completely withdraw from study you must abide by the University's Deregistration Policy.¹⁶

18. Disclaimer

The University endeavours to deliver courses in accordance with the description set out in its prospectus. The University's prospectus is produced at the earliest possible date in order to provide maximum assistance to individuals considering applying for a course of study offered by the University. The University makes every effort to ensure that the information contained in the prospectus is accurate but it is possible that some changes will occur between the date of printing and the start of the academic year to which it relates. Please note that the University's website is the most up-to-date source of information regarding courses and facilities and we strongly recommend that you always visit the website before making any commitments.

Although reasonable steps are taken to provide the courses and services described, the University cannot guarantee the provision of any course or facility and the University may make variations to the contents or methods of delivery of courses, discontinue, merge or combine courses and introduce new courses if such action is reasonably considered to be necessary by the University. Such circumstances include (but are not limited to) industrial action, lack of demand, departure of key staff, changes in legislation or Government policy, withdrawal or reduction of funding or other circumstances beyond the University's reasonable control.

If the University discontinues any courses, it will use its reasonable endeavours to provide a suitable alternative course. In addition, courses may change during the course of study and in such circumstances the University will normally undertake a consultation process prior to any such changes and seek to ensure that no Student is unreasonably prejudiced as a consequence of any such change.

The University does not accept responsibility (other than through the negligence of the University, its staff or agents), or for the consequences of any modification or cancellation of any course, or part of a course, offered by the University but will take into consideration the effects on individual Students and seek to minimise the impact of such effects where reasonably practicable.

¹⁵ <https://www.ulster.ac.uk/quality/procedures/student-engagement/student-complaints>

¹⁶ <https://www.ulster.ac.uk/online-policies>

The University cannot accept any liability for disruption to its provision of educational or other services caused by circumstances beyond its control, but the University will take all reasonable steps to minimise the resultant disruption to such services.

19. General Liability

Whilst the University takes reasonable care to ensure the safety and security of its Students, The University cannot accept responsibility and expressly excludes liability to the fullest extent permitted by law for loss or damage to your personal property (including computer equipment and software) or for any infection of Student's equipment caused by software viruses or other harmful, disruptive, or destructive files or content. You are advised to insure your property against theft and other risks.

The University shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another Student, or by any person who is not an employee or authorised representative of the University.

The University shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the University's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the University's employees), fire, flood, storm and national emergencies ("**Force Majeure Event**"). If the University is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to your studies.

20. General Information:

You should visit the University's website (<https://www.ulster.ac.uk/online-policies>) regularly to review the latest regulations and policies as any amendments to the regulations and policies referred to in these Terms and Conditions shall be made available thereon.

- a. Academic regulations - these regulations set out the requirements for the University's awards and courses. There are separate regulations for undergraduate courses, postgraduate taught courses and postgraduate research programmes. Regulations are reviewed and updated regularly and any changes to the regulations are communicated to the Students at the start of each academic year.
- b. Student debt management policy non-academic debt applies; academic sanction will not apply for non-academic debt.
- c. IT regulations – these regulations set out the responsibilities of Students using the University's IT systems and network.
- d. Library regulations – these regulations set out the responsibilities of Students using the University's library.
- e. Deregistration – the Deregistration Policy details a break in study either due to a leave of absence or a complete withdrawal from the course.
- f. Health and Safety - the University's policy is to give the highest priority to safeguarding the health and safety of employees, Students and any member of the public who may be affected by its operations. To this end a Health and Safety Policy has been implemented.

21. Other Terms

Clause and paragraph headings will not affect the interpretation of this Contract.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

An obligation on a party not to do something includes an obligation not to allow that thing to be done.

Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

If any provision or part-provision of the Contract is held by any court or competent authority to be void or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision in accordance with the above paragraph shall not affect the validity and enforceability of the rest of the Contract.

The Contract constitutes the entire contract between the University and you in relation to its subject matter.

The terms of the Contract shall only be enforceable by the University and you.

The Contract between you and the University is governed by law in Northern Ireland and is subject to the non-exclusive jurisdiction of the Courts in Northern Ireland.