



## Ulster University

### Terms and Conditions

#### 1. Introduction

These terms and conditions represent a contract between Ulster University (“the University”) and you. By accepting the University’s offer of a place on a programme, you agree to accept these terms and conditions in full which along with your offer and the University’s Statutes, Ordinances, Rules, Regulations, Policies and Procedures; *Your Rights and Obligations* and the most recently published prospectus, form the contract between you and the University in relation to your studies at the University.

The Terms and Conditions and Disclaimer contain important information which all students are advised to read before accepting their offer of a place to study at Ulster and registering.

Any amendments made by the University to the Terms and Conditions will be made available on the [University’s website](#), which you should consult regularly. In the event that we are required to make any significant changes to the Terms and Conditions, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably practicable.

Some programmes may require you to agree to the terms and conditions of professional bodies or third party providers. Details of these requirements are set out in the prospectus. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ terms and conditions.

In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the contract (including any professional bodies’ terms and conditions (if applicable), these terms and conditions will take precedence.

#### 2. Mutual Rights and Obligations

The University is committed to providing you with a challenging learning experience that can help you reach your full potential. The University strives to provide excellence in teaching and research and to enhance the applicant and student experience to create and encourage collaborative learning through participation and interaction with staff and fellow students.

As Northern Ireland’s civic University we will deliver outstanding research and teaching that encourages the innovation, leadership and vision needed to help our community thrive. To develop and maintain a positive student experience requires all members of the University, staff and students alike, to treat each other with mutual dignity and respect. The University requires all of its students to behave responsibly and to maintain standards of good conduct at all times. Anti-social behaviour or any other form of student misconduct, however minor, can negatively affect the good order of the University and disrupt the positive learning and wider experience of others. Students are required to comply with the Student Charter. Details of Student Misconduct are defined by Ordinance XLII which sets out the process for dealing with Student Disciplinary.

As a student you will be provided with the tuition and academic support associated with your programme. In addition, the University offers extensive pastoral support to include health and welfare and support for students with accessibility needs.

### **3. Your application and offer**

It is your responsibility to ensure that all information you provide to the University and/or Home Office and/or the UK Foreign Office is true, accurate, complete and not misleading. If your application is found to contain incorrect, misleading or fraudulent information, there is a re-assessment of your fee status or significant information has been omitted from your application, the University may withdraw or amend your offer, or terminate your registration at the University, according to the circumstances.

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 programme of study.

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 English language qualifications if required) before registration. Failure to provide such evidence to the University's satisfaction may result in termination of your offer, the revocation of your registration as a student of the University and termination of the contract.

### **4. Disclosure of criminal convictions and related information**

As a condition of taking up your place at the university you are required to disclose as part of the admissions process and on a continuing basis any relevant unspent criminal convictions. For some programmes (for example teaching, health and social work) which involve work 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 undergo a Disclosure and Barring Service (DBR) application, and other checks both prior to and post registration. The University will inform you when such disclosure and checks apply.

### **5. Student support, health and wellbeing**

The University provides extensive student support services including: a free counselling service, finance advice, health and wellbeing advice, and accessibility advice and support for students with a disability. If you have a Disability or other support need, you are strongly advised to disclose details on your 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 without discrimination or disadvantage on the basis of their gender, marital status, race, colour, ethnic or national origins, disability, sexual orientation, religion, belief or age.

### **6. Immigration and Tier 4 compliance requirements**

The University is a sponsor for the purposes of sponsoring students who wish to study at the University from outside the European Economic Area and has measures in place to ensure that it complies with its regulations under the current immigration regime.

At the onset of the University's registration process and as part of the University's record keeping obligations, if you are a student from outside the EEA you are required to provide the University with your passport and Biometric residency permit or other evidence of your permission to study at the university granted by the UK Visas and Immigration (UKVI) and contact details) including UK address, telephone number and/or mobile telephone number).

The University is under an obligation to report to the UKVI, any student who (amongst other matters) does not enrol on their nominated programme, a student who is absent from their programme without permission, a student who chooses to discontinue their studies or changes

their programme, a student whose registration is terminated by the University and/or a student who is in violation of their visa conditions.

You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University. Should you wish to take up paid employment on a part time basis, you should ensure that such work does not exceed that allowed by law.

If your leave to remain in the UK is curtailed by the UKVI, the University may be required to re-evaluate your registration status as you will no longer be able to study in the UK.

Further information in relation to immigration issues which may affect you includes Tier 4 Student Visa Information, Visa Regulations and Home Office Information on UK Visas and Immigration. Further details can be found at <http://www.ulster.ac.uk/international>.

### **7. Registration**

You are required to register at the start of your proposed programme of study and annually for each subsequent year of study. Registration must be completed before the end of the second week of the programme.

### **8. Tuition and academic related fees**

All students are required to pay an annual tuition fee. The tuition fee includes charges for registration, tuition, supervision and examination and is payable for each year, or part of the year for which the student is registered, including placement years. The tuition fee is subject to an annual increment which is set by the Department of the Economy for Full Time Undergraduate Students, the annual increase in tuition fees for all other categories of students is proportionate to this increase.

It will be your responsibility to ensure that all deposits, tuition and other fees and charges payable to the University are paid when due. Where a third party (such as a sponsor or employer) is responsible for payment on your behalf, you will need to ensure that they make payment, otherwise you will be liable for payment.

If you cease to be a student of the University, because for example you withdraw, go on leave of absence or the University terminates your registration, you may still be liable for any outstanding fees and charges. Please refer to the Tuition Fee Liability Policy for further information.

It is important that you read the Tuition Fee Payment Policy and Tuition Fee Liability Policy as these set out the University's and your respective rights and obligations. They also set out the potential consequences if you fail to make payment such as the University's rights to terminate your registration and/or to withhold awards.

Further information can be found at <http://www.ulster.ac.uk/apply/fees-and-finance>.

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](mailto:fees@ulster.ac.uk).

### **9. Other Charges**

You may incur additional expenditure on items such as (but not limited to) field trips, vaccination costs, application fees and specialist materials/clothing. Details of additional expenses are available on the prospectus within your chosen course of study.

The University may pursue legal proceedings against you if you are in debt to the University or may disclose information about you to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations.

## 10. Changes to your programme

The University has provided you with information on your programme title and core modules and will endeavour not to change these other than in the circumstances described below:

- A programme title may change, for example, to reflect developments in the subject. If the University intends to change the title of your programme, you will be informed of the proposed change and your consent to this change sought.
- Core modules are not expected to change during your programme of study, but the content will be updated. However, in some disciplines the subject develops rapidly, so it is possible that core modules may need to be replaced to reflect the change.
- Optional modules will change over time, your programme information details possible optional modules. The options listed may not run every year, dependent upon staffing availability or developments in the subject.
- Programmes offered by the University change over time, as new programmes are introduced and others withdrawn. If the programme you have applied to is withdrawn, the University will take all reasonable steps to minimise the effect and will seek to offer you a suitable replacement programme for which you are qualified, or if the University is unable to offer you a suitable replacement programme it will seek to refer you to a comparable higher education institution offering a suitable replacement programme. Where a programme is to be withdrawn, the University will at the earliest possible opportunity, take all reasonable steps to notify you, who have registered an interest in the relevant programme. Where a decision is taken to withdraw a programme, a teaching-out arrangement will be put in place to enable those students already registered to complete the programme within the normal period of study.
- Where a programme is accredited by a professional body, the University may be required to change the programme to meet the requirements of the professional body.

In all cases where there is to be a programme change the University will communicate to students and applicants who would be affected by this, as soon as it has been approved. In most cases this will be in the academic year before the change happens. There are, however, limited circumstances that generally cannot be anticipated where changes need to be made with less notice.

## 11. Educational provision

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

You must strive to fulfil all the academic requirements of your programme, including the submission of course work and other assignments. You are expected to attend examinations and other required events on time and in accordance with the policies, rules and regulations of the University.

If you do not act in accordance with this contract or any of the documents referred to in it, the University may take disciplinary action against you.

## 12. Data Protection

The University holds information about all applicants to the University and all students at the University. The University uses the information from your application to:

- a. process your application, to collect feedback and to send you information about the University and its events, such as open days;
- b. if your application is successful the University will also use the information which it holds about you to deliver your programme, to provide educational and support services to you, to monitor your performance and attendance and to collect feedback;

and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining IT systems.

You should refer to the University's data protection policy for more information <http://www.ulster.ac.uk/secretary/policyimplementation/dataprotection.html>.

### 13. Intellectual Property Rights

Current students and members of staff must comply with the University Copyright Policy. Guidance has been developed by the Copyright Management Group to ensure compliance. The copyright web resource below contains 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](#).

### 14. Accommodation

The terms of any offer by the University (or any other party) to provide you with accommodation during your studies will be subject to a separate accommodation contract and payment of accommodation fees and charges under that separate contract.

Please view the [Accommodation pages](#) for further information

### 15. Complaints procedure

The Student Complaints procedure aims to:

- Be easily accessible;
- Allow speedy handling, with established time limits for action;
- Ensure a transparent, thorough and fair investigation;
- Respect students' desire for confidentiality;
- Address all the points at issue, and provide an effective response and appropriate redress;
- Provide information to management so that services can be improved.

If you have a complaint about the University or your programme of study, you should refer to the University's Complaints Procedure.

Applicants should refer to the [Applicant Complaints Policy](#)  
Current Students should refer to the [Student Complaints Policy](#)

### 16. Your right to cancel

The University's Admissions Process is subject to Consumer Protection Law. This means that you have the 'Right to Cancel' your application to study within 14 days of accepting your offer.

#### Applying to the University via UCAS

When you accept an offer of a place on a course as your firm or insurance choice, a **contract will be made between you and the University**. If you change your mind, you can change your replies but only within **14 days of accepting the offer** and by contacting the UCAS Customer Contact Centre on 0371 468 0 468 or +44 3303330 230 (international)\*. After the 14-day period, it may be possible to do this with the permission of the Faculty Admissions Office but you will need to contact the Faculty on 02870124221, and UCAS, to discuss your options.

#### Applying Directly to the University

Once you have accepted an offer to study at the University, you can cancel your acceptance within 14 days without giving any reason. The cancellation period will expire after 14 days from the date on which you accepted the offer, which is the date on which your contract with the

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University began. If you cancel your offer within the cancellation period, any deposit or administration or other fees you have paid will be refunded in full.

To exercise your right to cancel, you must inform us in writing which may be by post or email to the relevant Faculty as appropriate as follows:

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)

Contact details can be found at:

[Access, Digital and Distributed Learning](#)  
[Faculty of Arts](#)  
[Faculty of Art, Design and the Built Environment](#)  
[Faculty of Computing and Engineering](#)  
[Faculty of Life and Health Sciences](#)  
[Faculty of Social Sciences](#)  
[Ulster University Business School](#)

To meet the cancellation deadline, you must send your right to cancel statement before the end of the cancellation period.

### Statutory Rights

The right to cancel is a statutory right under the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Once 14 days have passed you can still choose to cancel your acceptance of a place to study, however you should make yourself aware of the [Tuition Fee Liabilities](#).

Your statutory right of cancellation does not affect your right to withdraw from 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. Please refer to the [Deregistration Policy](#), should you wish to take a leave of absence or to completely withdraw from study.

You are protected by Consumer Protection legislation, consolidated within 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.

## 17. Disclaimer

1. The University endeavours to deliver courses and programmes of study in accordance with the description set out in this 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.

2. Although reasonable steps are taken to provide the programmes 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.

3. 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.

4. 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.

5. 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.

### 18. LIABILITY

Whilst the University takes reasonable care to ensure the safety and security of its students whilst on the University's campus and/or whilst using the University's services, the University cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). 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

### 19. General Information:

You should visit the University's website regularly as any amendments to the regulations and policies referred to in these terms and conditions shall be made available on the University's website.

- a. Academic regulations - these regulations set out the requirements for the University's degree programmes. There are separate regulations for undergraduate programmes, postgraduate taught programmes and 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.

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- b. Student debt management policy detailing sanctions for non academic debt is yet to be confirmed.
- 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 programme.
- 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.

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 Northern Irish law and subject to the exclusive jurisdiction of the Northern Irish Courts.