

Terms and Conditions 2017/18

This document should be read in conjunction with the University's [Admissions Policy](#)

1. Introduction

These terms and conditions represent an agreement between Newman University ("the University") and you, a prospective student.

By accepting the University's offer of a place on a programme (whether through UCAS or otherwise), you accept these terms and conditions in full, which along with:

- (i) your offer letter from the University, including details of your offer on UCAS ("Offer"),
- (ii) the University's rules, regulations policies and procedures located at <https://newman.ac.uk/article-categories/our-policies/> (as amended from time to time), and the prospectus as at the date of the offer,

form the "Contract" between you and the University in relation to your studies at the University.

If you have any questions or concerns about these Terms and Conditions or the Contract, please contact the University's admissions office by e-mail at admissions@newman.ac.uk.

Some programmes may require you to agree to the terms and conditions of professional bodies or third-party providers (such as the [National College for Teaching and Leadership \(NCTL\)](#) or the [National Youth Agency](#)). Details of these requirements are set out in the programme information sections of the prospectus, the relevant Key Fact Sheet and the University's website. By agreeing to these terms and conditions, you also agreed to abide by any relevant professional bodies' terms and conditions.

If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct which is not harmful to the work, good order or good name of the University, we may take disciplinary action against you, under the [Student Disciplinary Policy](#). One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme.

In the event of any conflict between a provision in these terms and conditions and the documents forming part of the Contract (including any

professional bodies terms and conditions (if applicable), these terms and conditions shall take precedence.

To keep these terms and conditions to a sensible length, the University refers to other documents which also form part of it. In particular we refer you to the General Academic Regulations which cover, among other matters, student discipline, assessment regulations and appeals information.

University student accommodation is subject to separate terms and conditions managed by our Accommodation office, including payment arrangement. Your right to accommodation under any such agreements is dependent upon you remaining a member of the University.

2. Applications

It is your responsibility to ensure that all of the information you provide to the University (and any other body, for example The Home Office or DBS) is true and accurate.

If it is discovered that your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form, the University may withdraw or amend your offer, or terminate your registration at the University, according to the circumstances, without liability to you. In such circumstances any deposit paid by you will be retained by the University.

The offer the University makes to you will be conditional or unconditional. If your offer is conditional, the University will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme.

If you have not fulfilled the conditions of your offer before the date notified to you in your offer or any other date notified to you, the University reserves the right to withdraw your offer.

You may be required, at the request of the University, to provide satisfactory evidence of your qualifications before admission. Failure to provide such evidence to the University's reasonable satisfaction may result in the termination of your offer, the revocation of your registration as a student of the University and the termination of the Contract.

Immigration

You will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed programme of study. If you fail to demonstrate that you have a valid immigration status the

University reserves the right to withdraw you from your programme without liability to you.

You must take responsibility for ensuring that you comply with the terms of your student visa whilst studying at the University.

If your visa is revoked for any reason, the University will interrupt or terminate your registration on your programme.

On occasion, the University will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to the University contacting the Home Office on your behalf and the Home Office releasing such information to the University.

3. Conditions of Admissions and Enrolment

Your admission to the University, attendance on a programme, and a right to enjoy any of the privileges of membership of the University, including access to services and facilities, is subject to you complying with the terms of the Contract and enrolling with the University.

If your programme lasts for longer than one academic year, you must reenrol at the start of each academic year of your programme.

In compliance with the [Competition and Markets Authority \(CMA\) Guidance](#), the University outlines the following important information about your offer.

If the University offers an applicant a place and the offer is accepted, a contract will be formed between the applicant and the University. The applicant's rights and obligations to the University and the University's obligations to an applicant arising under that contract will be set out in the documents listed below, and these will form the terms and conditions of the student contract.

These documents are:

- The offer letter
- The Undergraduate or Postgraduate Prospectus, as appropriate, for that specific year
- University's Policies and Guidance
- The course information and requirements set out on the University website for that specific year
- Programme requirements, which are shown for each programme on our [website](#)

Should there be any differences in any publications; the website should be considered the most accurate authority.

Applicants also need to be aware of, and comply with, University policies, including:

- The General [Academic Regulations](#)
- University [Health and Safety Policy](#) and Guidance
- General Conditions of [Display Screen Equipment Procedure](#)
- [Data Protection Policy](#)
- [Equality and Diversity Policy](#)
- [Public Interest Disclosure Policy](#)
- Anti-Bribery and Corruption Policy

Once the conditions are met and an applicant's place has been confirmed, they will automatically be sent communication regarding Induction and Enrolment.

The University reserves the right to refuse entry to applicants who have not completed satisfactorily all the requirements for admissions. Applicants will be able to see this 'unsuccessful' decision on the applicant portal – **mynewman**.

Applicants who are unsuccessful may apply again in a subsequent year. Applications will be considered against the standard course entry criteria for that year of entry. The new application should demonstrate an improvement from the previous application.

4. Fees

Information in relation to programme fees for the year that you intend to enrol can be found at <http://newman.ac.uk/fees>.

If you accept an offer, you agree to pay all programme fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms agreed by you and the University. If you fail to pay your programme fees, as and when they fall due, the University reserves the right to withdraw you from your programme (without liability to you).

If the University considers an applicant's fee status is unclear from the information provided, a fee status questionnaire will be sent via email or letter. Applicants who fail to complete and return the questionnaire together with all the supporting documentation required by the given deadline may be sent an unsuccessful decision or automatically be considered 'overseas'.

The University reserves the right to increase programme fees annually in line with inflation (including by amounts approved by external bodies including government departments or the Retail Price Index) to take account of the University's increased costs of delivering educational services. If the University intends to increase your programme fees it will notify you of this as soon as reasonably practicable.

You will not be deemed to have registered until your programme fees have been paid, or satisfactory evidence produced that such fees will be

paid by sponsoring authority or the student loan company. You will be personally liable to pay your programme fees if a sponsoring authority fails to do so.

In the event that your programme fees have not been paid in full by their due date, the University shall be entitled, but not bound to, refuse to admit you to continue on your programme of study and terminate the Contract (without incurring any liability to you).

The University may pursue legal proceedings in relation to non-payment of programme fees.

If you have any concerns regarding payment or require further information about your programme fees (including the refund of programme fees), please contact our finance office on finance@newman.ac.uk.

Further information about fees and funding are available on our website, alongside the [Student Loans Company \(SLC\)](#) and [Office for Students](#) websites (The Higher Education Funding Council for England was replaced with the Office for Students in 2018 – see Addendum at Section 17 below).

5. Other Charges

In addition to your programme fees, you may incur additional expenditure on items such as (but not limited to) fieldwork, off-campus resources and specialist materials.

The provision of a facility or service including accommodation may be subject to an additional charge (i.e. separate from programme fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between you and the University.

Details of any additional significant expenditure that you may be required to pay for can be obtained from the key fact sheets provided with your offer.

The University may pursue legal proceedings against you if you are in debt to the University. In addition, if you are in debt to the University (whether for tuition or other fees) you may be recorded as a debtor of the University in any reference requested from the University.

6. Cancellation Rights

You may cancel the Contract at any time in accordance with the information below.

In order to cancel the Contract prior to your enrolment at the University you must notify the University (admissions@newman.ac.uk) and UCAS in writing.

After your enrolment you must notify the University through the completion of the University's withdrawal form which can be obtained through your student e-portal.

If you cancel the Contract prior to your enrolment in accordance with the above and have made any payment under the Contract then the University will provide you with a full refund as soon as reasonably possible.

After your enrolment you may be entitled to a refund of programme fees if you have withdrawn within 14 days from the date of your enrolment (<https://newman.ac.uk/knowledge-base/regulations-policies-relating-students/>).

7. Changes to your Programme

Due to the period between prospectus publication and enrolment, circumstances may change due to factors beyond the University's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. The University will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the Contract or your programme (as described in your offer and/or prospectus) before you enrol with the University, the University shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to the University the programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.

The University aims to deliver all programmes described in the prospectus. However, if there are not sufficient enrolments to make a programme or module viable, the University may be forced to cancel the programme or module. If you have received an offer for any programme described in the prospectus which the University discontinues prior to you enrolling at the University, the University will notify you as soon as possible and will endeavour to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme

provided by the University or if the University is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without any liability for programme fees.

Further details can also be found on the policy section of the University website under [Student Protection Plan](#).

Once you have registered as a student of the University, the University expects to deliver your programme as per the terms of the Contract, but if for any reason outside of the University's control the University is forced to discontinue your programme, the University will notify you as soon as possible and use reasonable endeavours to transfer you to a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme provided by the University or if the University is unable to provide a suitable replacement programme, you may cancel the Contract and withdraw from the programme without incurring any further liability for programme fees.

Following reasonable consultation with students, the University reserves the right to vary minor elements of your programme from that described in the prospectus in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, in response to student feedback, and/or due to a lack of student demand the certain modules. If we need to make a material change to your programme (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible and, if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from your programme without any further liability to the University for programme fees or transfer to such other programme (if any) as may be offered by the University for which you are qualified.

If you choose to cancel the Contract (and withdraw from your programme) in accordance with this clause, the University will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

8. Education Provision

The University will deliver your programme with reasonable care and skill, and explain the academic requirements of your programme to you.

You can expect us to provide you with:

- tuition and learning support appropriate to your programme of study with reasonable care and skill

- provide suitable teaching and learning spaces, library and IT facilities and other appropriate resources to support your studies
- provide clear information about your programme and modules and give guidance on what is likely to be required to complete them successfully
- encourage a professional and responsible learning environment and suitable support you, academically and pastorally
- make reasonable efforts to ensure your programme of study meets the relevant specification for the appropriate academic year, whilst also ensuring that it is informed by, and updated in line with, current research and developments in the relevant discipline
- let you know as soon as practicable if we need to alter anything related to your programme, such as timetabling, location, type of class, assessment or syllabus, where necessary to more effectively deliver your programme
- communicate with you via your e-portal, University email and post as appropriate

You must use all efforts to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by the University.

You are expected to participate in the academic community, cooperating with fellow students to support each other's learning, and responding to requests to give your opinion about your learning and other experiences at 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 under the student disciplinary procedures which can be found on the policies page of the University website: www.newman.ac.uk

9. Complaints Procedure

If you have a complaint about the University you should follow the University complaints procedures which can be found on the University website: <https://newman.ac.uk/knowledge-base/complaints-policies/> . This policy and procedure have been produced to help the University resolve any complaint you may have as promptly, fairly and amicably as possible.

If, having followed the University's complaints policy and procedure to completion, you remain dissatisfied; you have the right to make complaint to the [Office of the Independent Adjudicator for Higher Education](#).

10. Quality and Representation

You can expect the University to maintain formal University policies and procedures, including regulations, codes of practice and guidelines. We will consult your representatives (Student Union Officers and course representatives) on any proposed significant changes to the regulations and policies that govern your programme, to make improvements that will benefit you and other students. We expect you to familiarise yourself and comply with the relevant University policies and procedures, including those relating to your programme and the qualification you are working towards, and to read and understand information we provide about changes that may take place and what they mean to you.

We will give you the right to be represented in University governance, usually through the Students' Union, and encourage student representation on relevant University committees, boards and working groups.

We regularly monitor the quality of learning and teaching offered as part of your programme and expect you to take up the opportunities we provide to enable you to give us your views and contribute to internal and external procedures for assuring the quality of learning, teaching and assessment.

11. Openness, Accountability and Conduct

The University expects you to share with the University in a timely manner any circumstances affecting your study.

12. Liability

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

Nothing in these terms and conditions shall limit the University's liability to you for fraud or wilful default for the death or personal injury caused by the University's negligence. Subject to the foregoing sentence, the University shall not under any circumstances whatsoever be liable to you for any special, indirect or consequential losses.

13. Termination

The University reserves the right to terminate the Contract and exclude you from the University, if you wilfully and persistently neglect your academic work to such an extent that there is no reasonable possibility of you having duly performed the work of the programme or being able to proceed to the next stage of the programme. You should also note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance and for non-enrolment, the non-payment of programme fees, or for inadequate attendance or academic performance on your programme, in line with the University's general academic regulations.

If you have been excluded from the University, you will no longer be entitled to attend lectures, classes or seminars, use the University's facilities or services, submit assessments, take tests or examinations, or proceed to any degree, diploma or other award of the University.

14. Data Protection

The University holds information about all applicants to the University and all students of the University. The University uses the information provided by applicants and students (including information from application forms) to administer applications and to complete statistics about applications and students that may be published or passed to government bodies or to the higher education statistics agency (HESA).

If your application is successful the University will also use the information to deliver your programme and provide educational services to you, to administer your studies, to provide you with University facilities and

services, to monitor your performance and attendance, to provide you with support, to conduct research and to identify ways to enhance our business provision including learning, teaching, assessment and the broader student experience.

The information will also be used:

- to send communications to you
- to process any payments made by you to the University
- for credit assessment, debt tracing or fraud and money laundering prevention. The University may disclose this information or data about you to any other credit assessment, debt tracing or fraud prevention organisation.
- for legal, personnel, administrative and management purposes and including the processing of any personal sensitive data (as defined in the general data protection regulations 2018) relating to you, which may include, as appropriate, information about your physical or mental health or condition in order to monitor leave from study or mitigating circumstances and take decisions as to your fitness study or for other uses as may be required by law
- for other activities that fall within the pursuit of the University's legitimate interests (including the development and maintenance of any element of the programme of your study)

In certain circumstances the University may be under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation, and protect the University's rights, property, or safety of our employees, students or others.

Where your programme is delivered in conjunction with a partner of the University your data may also be shared with the partner.

The University will only process your personal data in accordance with the specific purposes notified to you above, the University's data protection notice and privacy policy (as amended from time to time), and as otherwise permitted by the general data protection regulations 2018.

By submitting your application form and/or accepting your offer, you consent to the use of your personal data in accordance with the above.

15. Intellectual Property

You shall own any intellectual property you generate and provide to the University during your programme including, without limitation, the content of exam scripts and assignments save for where the University

has clearly indicated to you prior to engagement in an activity that any intellectual property generated by such activity will belong to the University and/or you are a postgraduate student and engaging work as part of a group and/or with staff or a third-party company and the University has indicated to you prior to engagement in such work that any intellectual property generated by such work will belong to the University or unnamed third party.

16. General

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

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

No failure or delay by the University or you to exercise any right or remedy provided under the Contract or in law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other) ready.

If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make invalid, illegal 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 provisional part provision shall not affect the validity and enforceability of the rest of the Contract.

The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.

Addendum (updated 12 April 2018)

17. Registration with Office for Students

For students to be eligible for funding from Student Finance England, they must be studying on an eligible course at a provider registered with the Office for Students (OfS). The OfS is the new independent regulator for higher education in England and all higher education providers need to register with the OfS for their students to be eligible for student support in the 2019-20 academic year. The OfS will start publishing providers on its Register from July 2018. Newman University is in the process of making an application to register and expect a decision by September 2018. No provider will be able to confirm whether student support is available until it has a decision from the OfS. Visit www.officeforstudents.org.uk for more information.

Document control box	
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Related Statutes, Ordinances, General Regulations	<p>Academic Standards Competition and Markets Authority (CMA) Data Protection Act 1998 Government and relevant statutory bodies such as the Higher Education Funding Council England National College for Teaching and Learning Quality Assurance Agency's UK Quality Code for Higher Education Supporting Professionalism in Admissions UCAS UCAS Teacher Training (UTT) UK Council for International Students' Affairs (UKCISA) UK NARIC UK Visa and Immigration (UKVI)</p>
Related Policies	<p>Admissions Policy General Academic Regulations Data Protection Policy Debt Management Policy Equality and Diversity Policy Health and Safety Policy Public Interest Disclosure Policy</p>
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