

## Student Terms and Conditions for students studying on sub-contracted courses with UWL Partners 2020

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### 1. Introduction

- 1.1 A contract between you and the University of West London (“**University**”) is formed when you accept an offer of a place to study a University of West London course (“**Course**”) which it has sub-contracted to a University approved delivery partner (“**Delivery Partner**”).
- 1.2 These **Terms and Conditions** set out the basis of your contractual relationship with the University of West London when you are studying on a sub-contracted Course. They summarise key obligations for the University and you, about your course of study or research. They also set out what additional documents, policies, regulations, or procedures you, the Delivery Partner and the University need to abide by.
- 1.3 These Terms and Conditions apply to students who study a **University of West London Course** delivered on behalf of the University by a Delivery Partner at their institution under a sub-contract arrangement.
- 1.4 These Terms and Conditions do not apply to students who study at an Academic Partner institution on courses leading to an award of the University under a validation arrangement. These students are students of the Academic Partner and not the University.
- 1.5 These Terms and Conditions, the Delivery Partner’s prospectus for the respective academic year on which the offer was accepted, the policies and regulations referred to in 1.2 above, together with your offer letter and the declarations you make during your online enrolment or the declarations you make during your enrolment completed at the Delivery Partner Institution, form the contract between you and the University relating to your course (“**Contract**”).
- 1.6 You will also be subject to the Delivery Partner’s own terms and conditions.

### 2. Enrolment

- 2.1. Enrolment is the process whereby you officially become a student of the University. The enrolment process requires you to:
  - 2.1.1 Ensure that the University has the correct personal details for you;
  - 2.1.2 Provide proof of your identification and qualifications;
  - 2.1.3 Where applicable, provide proof of your fee status;
  - 2.1.4 Agree to abide by the University’s regulations and policies;
  - 2.1.5 Pay your tuition fees to the University either directly or through arrangements with the Student Loans Company as applicable. For students studying with overseas Delivery Partners, tuition fees are paid directly to the Delivery Partner.

- 2.2. You must enrol directly with the Delivery Partner and with the University at the beginning of your studies. You will be advised whether you need to enrol directly with the University through the [MyRegistry](#) website or the Delivery Partner may enrol you with the University on your behalf. You must re-enrol at the beginning of each subsequent academic year of your Course, in accordance with instructions issued by the Delivery Partner in order to continue your course of study and maintain your student rights and privileges.
- 2.3. You will be entitled to re-enrol for subsequent academic years provided that:
  - 2.3.1 You have paid the tuition fees;
  - 2.3.2 You have not been withdrawn from the Course;
  - 2.3.3 You have met the relevant progression requirements for the previous years of your Course.
- 2.4. You should note that once you have enrolled, you will incur a fee liability which is not normally refundable if you choose to withdraw. You should refer to the appropriate policy on tuition fee payment to ensure that you are fully aware of this liability: students studying with Delivery Partners in the UK should refer to the University's Tuition Fee Policy; students studying with Delivery Partners in the EU or overseas should refer to the Tuition Fee policy and procedure of the Delivery Partner.

### **3. Cancellation before Enrolment**

- 3.1. You have a right to cancel this Contract within 14 days of your acceptance of an offer of a place to study on a Course ("**Cancellation Period**"). You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the applicable Tuition Fee Policy.
- 3.2. You must inform the Delivery Partner's Admissions Office of your decision to cancel within the Cancellation Period in writing by either email or letter stating your name, address, and the Course for which you accepted an Offer.

### **4. The University's obligations to you**

- 4.1. The University will ensure that the Course you are enrolled on is of an appropriate standard and quality. It will monitor the Delivery Partner to ensure that the Course is provided to you as described in the relevant course specification and prospectus for the appropriate academic year.
- 4.2. The University will ensure that it provides the services to which you are entitled under the University's agreement with the Delivery Partner. You will be notified if you are able to access any services.
- 4.3. Unless you are otherwise notified, the University will not be providing any services to you directly including student services (including pastoral care, disability advice and support, careers, employability and placement advice and support), access to the University's Library, access to financial support, bursaries or other payments.

### **5. Communications**

- 5.1. Unless you are informed otherwise, the Delivery Partner will be responsible for all communications with you.
- 5.2. The Delivery Partner will also communicate with you via the email address you provided and where required, via letters. Where Delivery Partners use the University's Virtual Learning Environment **Blackboard**, communications will also be posted online via notices on Blackboard. You should ensure that you keep your details up-to-date through the

Delivery Partner and **MyRegistry** (where applicable) and also that you check **Blackboard** regularly.

## **6. Changes to your course**

6.1. The University will monitor that Delivery Partner uses all reasonable efforts to deliver the Course in accordance with the course specification. However, to ensure that the University's courses remain current and relevant, they are subject to regular review. The University may, from time to time, need to amend modules, course content or the way that these are delivered to, for example:

- 6.1.1 Comply with changes in the law or Government policy;
- 6.1.2 Comply with the requirements of the University's regulators, accrediting bodies, professional, and statutory bodies;
- 6.1.3 Make updates to reflect best practice and academic developments for the benefit of students;
- 6.1.4 Adjust content as a result of staff changes;
- 6.1.5 Improve course quality in response to student or external examiner's feedback; or
- 6.1.6 To accommodate and respond to refurbishment and development work taking place on campus.

6.2. Changes may be minor or major changes.

6.2.1 Examples of minor changes, may include but not limited to:

- (a) Altering the timetable, location, and number of classes for your Course;
- (b) Reasonable changes to the content and syllabus of your Course including in relation to optional placements, to ensure that the Course remains current and relevant;
- (c) Changes to assessments as a result of student or external examiner feedback.

6.2.2 Examples of major changes, may include but not limited to:

- (a) Adding or removing core (compulsory) modules;
- (b) Change of Course or Award title;
- (c) Changes to overall Course aims;
- (d) Changes to module credit value;
- (e) Changes to method of delivery;
- (f) Discontinuance of a Course;
- (g) Combining courses of study;
- (h) Changes to specific Course regulations.

6.3 The University reserves the right to make minor changes to its courses. Where such changes are made, the University will take all reasonable steps to minimise disruptions to students.

## **6.4 Changes to a course prior to acceptance**

6.4.1 The University reserves the right to make changes to a course at any time before an offer is accepted.

6.4.2 If the University is required to make a change to any aspect of the course prior to acceptance, the University will use reasonable endeavours to ensure the Delivery Partner:

- (a) informs you at the earliest opportunity possible;
- (b) provides details of what has changed and why the change was made; and
- (c) takes reasonable steps to minimise any potential disruption.

6.4.3 As an applicant, you have the option to accept or reject the amended offer.

## **6.5 Major changes to course prior to enrolment**

6.5.1 If between the time of your acceptance of an offer and before enrolment it is necessary to make major changes to your Course, the University will use reasonable endeavours to ensure the Delivery Partner:

- (a) informs you of the changes at the earliest opportunity possible;
- (b) provides details of what has changed and the potential impact of the changes; and
- (c) takes reasonable steps to minimise any potential disruption.

6.5.2 If the major change to your Course, prejudicially affects you, and you no-longer wish to enrol on the Course, the University will use reasonable endeavours to ensure the Delivery Partner finds you a suitable alternative Course for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the Course without any liability for tuition fees (even if the Cancellation Period referenced in clause 3.1 has expired). You will be reimbursed for any tuitions fees you have paid to date.

## **6.6 Major changes to course after enrolment**

6.6.1 The University will usually not make major changes to its courses after a student has enrolled. However, in exceptional circumstances, it may be necessary for the University to make such changes after enrolment. Where there are proposed major changes to your Course, the University will use reasonable endeavours to ensure the Delivery Partner:

- (a) Informs you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- (b) Consults you on the changes and give you an opportunity to provide feedback;
- (c) Will attempt to minimise any adverse impact on you; and
- (d) If necessary and appropriate, explores with you the opportunities for transferring to another suitable Course either at the Delivery Partner, University or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.

6.6.2 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the University and the Delivery Partner will work with you to try to reduce the adverse effect on you or find an alternative solution including the option to terminate the Contract and withdraw from the Course without any liability for further tuition fees.

## **6.7 Discontinuance of a course**

### **Prior to enrolment**

6.7.1 If the University discontinues a Course, prior to enrolment, the University will use reasonable endeavours to ensure the Delivery Partner offers where applicable, the following options:

- (a) transfer the offer to a suitable alternative Course for which you are qualified;
- (b) defer the offer until the next available intake; or
- (c) terminate the Contract and withdraw from the Course without any liability for tuition fees (even if the Cancellation Period referenced in clause 3.1 has expired). You will be reimbursed for any tuition fees and/or deposit paid by you.

## After enrolment

6.7.2 Where it is necessary for the University to discontinue your Course after your enrolment, it will undertake this in line with the Student Protection Plans of both the Delivery Partner and UWL. The UWL Student Protection Plan is available [here](#).

## 7. Your obligations to the University

- 7.1. You must familiarise yourself with and adhere to University regulations, policies and procedures that are published on the University's website and as revised from time to time including but not limited to:
- (a) the University **Academic Regulations** which are available [here](#). These describe the academic regulatory framework of the University and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study;
  - (b) the University's Tuition Fee Policy (for students studying in the UK only);
  - (c) the University's Academic Appeal Procedures; and
  - (d) the University's Privacy Notice.
- 7.2. You are also required to abide by the Delivery Partner's regulations, policies and procedures (as amended from time to time) including but not limited to:
- (a) the Delivery Partner's Student Code of Conduct;
  - (b) the Delivery Partner's Disciplinary Procedures;
  - (c) the Delivery Partner's Fitness to Study Policy;
  - (d) the Delivery Partner's Library and Information Technology ("IT") Policies when you use the Delivery Partner's library and IT services;
  - (e) the Delivery Partner's Tuition Fees Policy (for students studying outside of the UK).
- 7.3. You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Course).
- 7.4. You are expected to take responsibility for your studies including attending all scheduled teaching, examinations, and submission of assessments as instructed by the Delivery Partner.

## 8. Fees and Payment

- 8.1. The University charges tuition fees for delivery of its courses ("**Tuition Fee**"). You will be informed of your Tuition Fee and how this will be paid as part of your offer letter.
- 8.2. For students studying with Delivery Partners in the UK, you are bound by the University's **Tuition Fee Policy** which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Tuition Fee policy is available [here](#). For students studying with Delivery Partners outside the UK, you agree to abide by the Tuition Fee policy and procedure of the Delivery Partner.
- 8.3. You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the Course, you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by the Delivery Partner.
- 8.4. The University reserves the right to increase your Tuition Fees each year on re-enrolment in line with the Retail Price Index ("**RPI**") annual rate of inflation.

- 8.5. If you do not pay the Tuition Fees in accordance with the applicable Tuition Fee Policy, the University reserves the right to either refuse to permit you to continue on your Course and terminate the Contract, or to withhold your results and to not permit you to graduate (without incurring any liability to you).
- 8.6. The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your Course, for example chef uniform, additional course materials (this is not an exhaustive list)(“**Additional Fees**”). Where there are any Additional Fees or charges, you will be informed of these by the Delivery Partner in your Offer letter.

## **9. Adherence to Immigration Rules**

- 9.1. If you are admitted under a UK Visa and Immigration (“**UKVI**”) Tier 4 visa or a Student Visa under the new Immigration Route, short term study visa or other temporary immigration status, it is your responsibility to ensure you comply with the conditions of your visa and UKVI immigration rules during the course of your studies.
- 9.2. If you fail to demonstrate you have a valid immigration status to study in the UK or your Tier 4 student visa is revoked by the Delivery Partner for non compliance with immigration rules, the University will terminate your registration on your Course and terminate the Contract with you (without liability to you).
- 9.3. In the event the University has to withdraw you from your studies as a result of your non-compliance with your visa conditions and/or UKVI immigration rules, you will not be entitled to a refund of your Tuition Fees.

### **UKVI Tier 4 students/Student Visa**

- 9.4. If you are an international student (residing outside of the European Union), you will need a Tier 4 confirmation of acceptance of studies (CAS) to enable you to study in the UK or sponsorship for a student visa under the new immigration route.
- 9.5. The Delivery Partner is responsible for issuing CAS to international students or sponsorship for a student visa who have received an Offer and who meet the Home Office immigration rules.
- 9.6. The Delivery Partner will be responsible for monitoring your compliance with the terms of your visa and reporting issues to the Home Office.

### **Other immigration status**

- 9.7. If you are a non-UK/EU/EEA national but not sponsored for a Tier 4 visa or student visa, you will need to provide evidence of your right to remain in the UK to the Delivery Partner before you can be enrolled.
- 9.8. You must inform the Delivery Partner of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your Contract will be terminated.

### **EU/EEA students**

- 9.9. EU or EEA students who are either residents in the UK or arrive in the UK **before 1<sup>st</sup> January 2021**, will be required to apply for the EU Settlement Scheme (immigration scheme established by UK government for EU and EEA citizens, and their eligible family members to obtain immigration permission to remain in the UK after **31<sup>st</sup> December**

**2020**) in order to remain in the UK for their studies. The deadline for application is **30<sup>th</sup> June 2021**. You are however, advised to check the Home Office website for the most up-to-date immigration position.

9.10 For those EU or EEA students who plan to arrive in the UK **from 1<sup>st</sup> January 2021** onwards, you will be required to apply for a student visa in order to study on a Course which is longer than 6 months in length. You are advised to check the Home Office website for the most up-to-date immigration position.

9.11 Where a student does not have the appropriate immigration permission to study in the UK, (either under the EU Settlement Scheme, or student visa), the University reserves the right not to enrol the student and/or terminate the Contract.

## **10. Disability Support**

10.1. If you have additional support needs, you are responsible for contacting the appropriate services provided/signposted by the Delivery Partner.

10.2. You are encouraged to contact the appropriate services provided/signposted by the Delivery Partner as soon as possible.

## **11. Attendance, Engagement, assessment and progression and other requirements to remain on the course**

11.1. In order to succeed on your Course, you will need to attend scheduled classes and engage with online sessions and materials. The requirements for attendance and engagement will be outlined to you by the Delivery Partner.

11.2. You must submit assessments as required and as outlined in your module study guides.

11.3. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.

11.4. The University will monitor student engagement and progression during the course of your studies to ensure compliance with the course requirements and regulations and for the purpose of confirming your attendance to the Student Loans Company, the Higher Education Statistics Agency and any other relevant bodies.

11.5. Where your Course is linked to your employment, (such as an apprenticeship degree), and your employment is terminated by your employer, the University reserves the right to withdraw you from the Course and terminate the Contract. In some instances, where applicable, you may be able to complete your Course as a non-sponsored student (or in the case of an apprenticeship degree, complete the degree without the apprenticeship element); alternatively, the University may offer you a suitable alternative Course (where one is available) for which you are qualified, subject to payment of the applicable tuition fees.

## **12. Placements**

12.1. If you are on a Course with an integrated placement, the Delivery Partner will provide help and support for you to obtain a placement. However, it is your responsibility to secure a placement which must be approved by the Delivery Partner.

12.2. If you fail to secure a placement, you should discuss alternative options with the Delivery Partner. You will normally be transferred to the non-placement route for the Course.

### **13. Students on courses requiring a DBS check**

- 13.1. For courses leading to a regulated professional qualification or Course involving children or adults who are defined as vulnerable by reason of the type of services provided to them, including but not limited to nursing, midwifery and social work, you must disclose spent convictions including cautions to the Delivery Partner and a Disclosure and Barring Service (“**DBS**”) check will be required. These will be considered under the applicable policy of the Delivery Partner.
- 13.2. You have an ongoing obligation as an enrolled student to inform the Delivery Partner immediately if you receive any criminal conviction following your DBS check. This disclosure will be considered under the applicable policy of the Delivery Partner.
- 13.3. Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the University under clause 23.

### **14. Collection and Processing of Data**

- 14.1. By accepting an offer of a place at the University and entering into this Contract you understand that the University and its partners or agents will process your personal data in order for the University to meet its obligations to deliver education services to you under this Contract.
- 14.2. The University needs to collect, hold, and process your personal data for the purposes of administering your award and all other services provided by the University to you. Personal data may include your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Blackboard our virtual learning environment, and other systems) and financial data.
- 14.3. The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, the **University’s Data Protection Policy** and the **Student Data Privacy Notice** available [here](#).

### **15. Disclosure to Statutory/Public Third parties**

- 15.1 The University is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the University may disclose student personal data to (indicative not exhaustive list – for further detail see Student Data Privacy Notice):
  - The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
  - The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience
  - Student Loans Company where applicable for UK students only
- 15.2 Upon graduation you will be invited to join the University’s alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at [alumni@uwl.ac.uk](mailto:alumni@uwl.ac.uk).

### **16. Intellectual Property and Copyright**

- 16.1 For the purposes of teaching, research, internal administration, and other non-commercial use, you must agree to grant the Delivery Partner and the University the ability to use your assessments where you have created intellectual property.

- 16.2 Where the University makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

### **Copyright**

- 16.3 The copyright in any work or design compiled, edited, or otherwise brought into existence by a student as a piece of scholarly work shall belong to the student unless otherwise explicitly agreed at the outset of the project.

## **17 Complaints and Appeals**

### **Complaints**

- 17.1 Should you wish to make a complaint, the Delivery Partner has in place a complaints procedures which set out how complaints may be made.
- 17.2 All complaints (non-academic and academic in nature) are dealt with in the first instance by the Delivery Partner. You must raise your complaint in accordance with the Delivery Partner's Complaints procedure.
- 17.3 If at the end of the complaints process, your complaint is not resolved satisfactorily with the Delivery Partner, you may refer your complaint to the Office of the Independent Adjudicator (OIA) if they are a member or, if not, the University Secretary at the University of West London.
- 17.4 If your complaint is about the standard or quality of a Course, and your complaint is not resolved satisfactorily with the Delivery Partner, you can complaint about the decision of the Delivery Partner to the University Secretary at the University of West London. The University will review the complaint in accordance with its [Student Complaints Procedure](#). If the complaint remains unresolved after exhausting the University's complaints procedure, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA") which can be found [here](#).

### **Appeals**

- 17.5 Should you wish to appeal against the outcome of an assessment board or academic misconduct panel, you must appeal directly to the University in accordance with the University's appeal procedure as set out in the University's Academic Appeals Procedure which is part of the [Academic Regulations](#).
- 17.6 Academic appeals are appeals in relation to (i) an assessment grade; (ii) the final Course award; or outcomes of academic misconduct panel.

## **18 Force Majeure**

- 18.1 The University will do all that it reasonably can to fulfil its obligations as set out in these Terms and Conditions to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might be because of, for example:
- (a) industrial action by University staff or third parties;
  - (b) the unanticipated departure or absence of key members of University staff;
  - (c) significant changes to Higher Education funding;
  - (d) the acts of any governmental or local authority;
  - (e) where the numbers recruited to a Course are so low that it is not possible to

- (f) deliver an appropriate quality of education for students enrolled on it;  
severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.

18.2 In these circumstances, the University will work with the Delivery Partner take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another Course or institution, or by ensuring the delivery of a modified version of the same course, but to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any student.

## **19 Limits on the University's liability to you**

19.1 The University does not limit its liability arising from:

19.1.1 Death or personal injury caused by the negligence of the University or its officers, employees or agents;

19.1.2 Fraud or fraudulent misrepresentation; or

19.1.3 Any other matter which the University is not permitted to exclude or limit our liability for by law.

19.2 The University and its officers, employees or agents shall not be liable and exclude liability to the fullest extent allowed by law for:

19.2.1 any loss, theft, misuse, or damage to your property, including without limit any motor vehicle, bicycle, personal equipment such as mobiles, tablets, laptop whilst such property is on University premises. You are advised to insure your property against theft and other risks;

19.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;

19.2.3 death or personal injury that is not caused by negligence of the University or its officers, employees or agents;

19.2.4 any loss or damage suffered as a result of the use of any computer equipment or software provided or made available by the University, including any contamination of software or loss of files. Your use such computer equipment and any software provided by the University is at your own risk;

19.2.5 loss of opportunity and loss of income or profit, however arising; or

19.2.6 changes to law that require a change of these terms and conditions.

For the avoidance of doubt, 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.

19.3 Subject to clause 19.1, and unless required by law, the University's liability to you under the Contract shall under no circumstances be greater than the total tuition fees due in respect of your Course.

## **20 Termination of Contract**

### **By You:**

20.1 You may withdraw from your Course and terminate this Contract at any time. To withdraw from the Course you must give notice, in writing to the Delivery Partner. You should contact your course leader and the Delivery Partner's administration office to initiate the process for withdrawal.

- 20.2 You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the Delivery Partner's administration office.
- 20.3 If you withdraw part way through your Course you must pay the tuition fees up until the point you communicate your withdrawal.
- 20.4 For students studying in the UK, any refund which may be due to you will be in accordance with the terms of the University's Tuition Fee Policy.
- 20.5 For students studying outside of the UK, any refund which may be due to you will be in accordance with the Delivery Partner's Tuition Fee policy.

**By the University:**

- 20.6 The University may terminate this Contract in writing with immediate effect (subject to your rights of internal appeal) if:
  - 20.6.1 You or your sponsor fail to pay the Tuition Fees;
  - 20.6.2 You fail to meet the conditions of the Offer made to you;
  - 20.6.3 You provided false, incomplete, inaccurate or misleading information in your application or at any other time;
  - 20.6.4 Action has been taken against you in accordance with the Delivery Partner's disciplinary procedure for student matters;
  - 20.6.5 You fail to meet the University's progression or award requirements;
  - 20.6.6 The University is notified by the Delivery Partner that you do not meet your obligations under Immigration rules or you no longer have permission to study in the UK;
  - 20.6.7 You are unable to meet the requirements of your Course including obtaining/maintaining membership of specified organisation;
  - 20.6.8 You materially breach these Terms and Conditions and/or the Delivery Partner's terms and conditions;
  - 20.6.9 You fail to comply with the Delivery Partner's Student Code of Conduct; or
  - 20.6.10 Where your Course is linked to your employment and your employer terminates your employment contract.
- 20.7 You have a right to submit an internal appeal of the University's decision to terminate the Contract under the Student Complaints Procedure or the Appeals Regulations as appropriate.

**21 Consequences of Termination**

- 21.1 If at any time this Contract terminates:
  - 21.1.1 the University shall be entitled to refuse to enrol you on your Course (if, at the date of termination, you have not already enrolled);
  - 21.1.2 the University shall be entitled to require you to stop studying on your Course and to leave the Course immediately (if, at the date of termination, you have enrolled);
  - 21.1.3 you are required to return to the Delivery Partner any Student Identification Card(s) issued to you on enrolment, together with all property owned by the University;
  - 21.1.4 you must pay all outstanding fees immediately.

**22 Notices**

- 22.1 Any notice given under this Contract will be in writing.
- 22.2 The Delivery Partner will send any notice to you either by email to your student email address or if prior to registration to such other email address which you have provided. We may also send any notice to either your term-time address/home address. You must keep your details up to date with the Delivery Partner.
- 22.3 You must send any notices direct to the Delivery Partner to the address notified to you in accordance with their procedures.

## **23 General**

- 23.1 Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void, or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 23.2 These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.
- 23.3 Only you and the University are parties to this Contract. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract.
- 23.4 Failure or delay by you or the University to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the University from taking steps to enforce that or any other provision.
- 23.5 This Contract 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 exclusive jurisdiction of the courts of England and Wales.

**Updated September 2020**