



# **STUDENT TERMS AND CONDITIONS**

**Essential Reading for Students**

**2024 -2025**

**[ulster.ac.uk](https://www.ulster.ac.uk)**

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## Terms and Conditions

This document sets out the terms and conditions under which an applicant to Ulster University may be made an offer or enrolled on our Courses (the “**Terms and Conditions**”). We will review and, if appropriate, update aspects of these Terms and Conditions annually. If the changes affect you directly, you will be notified and where necessary we will seek your express consent to any changes.

In this document “we”, “our”, “us” and the “University” refer to Ulster University.

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THE FOLLOWING CLAUSES:**

- **4 (ADMISSION TO THE UNIVERSITY);**
- **5.5 (DECLARATION OF CRIMINAL CONVICTIONS);**
- **9 (CHANGES TO YOUR COURSE);**
- **9.6 (CHANGES AS A RESULT OF CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL);**
- **10.15 (SANCTIONS FOR NON-PAYMENT OF TUITION FEES); AND**
- **15 (LIABILITY)**

### 1. Introduction

**1.1** The following Terms and Conditions, together with the Ulster University Student Charter, Statutes and Ordinances, Regulations, Policies and Procedures of the University (as defined below and as set out in Annex A), as updated from time to time, define the University’s obligations to you and your obligations to the University.

**1.2** Your Contract with the University is made up of the following:

**1.2.1** these Terms and Conditions;

**1.2.2** the offer letter you receive from the University; and

**1.2.3** the documents referred to within these Terms and Conditions, which include:

**a.** the Student Guide and

**b.** the Student Charter, Statutes, Ordinances and Regulations, and Policies and Procedures of the University (as defined below) (the “**Contract**”).

**1.3** Your formal letter of a place at the University is set out in the offer letter from your department (the “**Offer**”). By accepting your Offer, you enter a Contract with the

University and accept and agree to comply with all of the documents as set out in clause 1.2.

**1.4** Policies and Procedures of the University are set out in Annex A and can further be found at [Ordinance and regulations \(ulster.ac.uk\)](http://ulster.ac.uk).

### **1.5 Definitions**

When reading the Terms and Conditions you should interpret the following terminology using the definitions provided:

**Academic Misconduct:** means any action which gains or attempts to gain or assists another person in gaining or attempting to gain an unfair academic advantage. This includes but is not limited to plagiarism, collusion, contract cheating, fabrication of data unauthorised use of artificial intelligence, as well as the possession of unauthorised materials during an examination.

**Academic Year:** normally, means a calendar year running from 1 September in one year to 31 August in the next year. The specific dates for individual Students (as defined below) are determined by their Course.

**Advanced Standing:** means applicants who are deemed to have met the requisite outcomes to enable them to commence the Course at an advanced level.

**Admission:** means the practices and processes developed and delivered by the University in admitting or declining a Prospective Student (as defined below) up to the point of enrolment on a Course, through an application and selection process.

**Accreditation of Prior Learning (APL):** means the process which allows a Student (as defined below) to gain academic credits from prior learning or experience outside of education. This recognition may give the learning a credit value in a credit-based structure and allow it to be counted towards the completion of a Course of study and the award of qualifications associated with it. The term 'accreditation of prior learning' is used here to encapsulate the range of activity and approaches used formally to acknowledge and establish publicly that some reasonably substantial and significant element of learning has taken place.

There are two main categories of APL:

- **Accreditation of Prior Certificated Learning (APCL):** learning completed at another educational institution where qualifications and academic credits were achieved.
- **Accreditation of Prior Experiential Learning (APEL):** achieved from experiences outside the formal education and training systems, such as work or life experience, or through non-credit bearing courses, such as in-house training. Applicants could gain APEL by evidencing the knowledge gained from (but not limited to) work experience, self-directed study or through leisure pursuits. This is often evidenced through production of a portfolio of evidence.

**Additional Costs:** means additional payments required for services or materials in association with your Course. These will be either mandatory (essential) or optional. For example, the cost of a lab coat might be mandatory on a science Course, but a trip to Ghana to do charity work is likely to be optional, if it isn't a requirement of your Course. More information about Additional Costs can be found on the Course information section of the website, as this can be different for each Course and the information will be included in the durable PDF you receive with your Offer. Please see the [online prospectus](#).

**Affiliate Student:** means Students who enrol on a franchised course at one of our Collaborative Partners (as defined below). University Overseas Students (as defined below) are a sub- category of Affiliate Students. Affiliate Students of the University are obligated to comply with the provisions of Ordinance XXV. They are not registered students at Ulster University at any time.

**Associate Student:** means persons who have been formally admitted to a partner institution as candidates for an award of the University. The partner institution and course of study will have been approved under Ordinance XXVIII Recognition of Institutions. Associate students are subject to the rules and regulations of the institution at which they are registered students. They are subject to the General Regulations for Associate Students and are registered students at Ulster University.

**Beyond Our Reasonable Control:** means any act, event, or circumstance, that is not reasonably foreseeable beyond our reasonable control, that impacts on our ability to fulfil our obligations to you under the Contract. This could include (but is not limited to) flood, fire, pandemic, epidemic or similar, terrorist attack, civil war, industrial action, civil

commotion or riots or changes from our regulators or by professional statutory regulatory bodies.

**Blackboard:** means the virtual learning environment at the University. University Students will be provided with login details to access Blackboard during induction of their Course.

**Campus:** means the buildings of Ulster University and the grounds that surround them, it includes Ulster University accommodation.

**Collaborative Partner:** means the partner colleges and institutions who have entered a collaborative partnership with the University in which it makes an award or gives credit towards an award to the student, based on education provided by another institution or organisation.

**Conditional Offer:** means an offer of a place on a Course subject to the conditions and as further contemplated at clause 4.1.4.

**Course:** means the programme of study or qualification that you are planning to study. More information on Courses and how they are structured can be found at [Courses and modules \(ulster.ac.uk\)](http://ulster.ac.uk).

**Course Description:** means all the relevant details of your Course as set out on the University website, the [online prospectus](#), Offer letter, or leaflet.

**Course Handbook:** means the document that provides detailed information on your specific Course/programme of study, relevant to your year of study.

**Data Protection Legislation:** means the UK Data Protection Legislation and any other applicable non-domestic legislation and regulatory requirements relating to Personal Data in force from time to time which binds the University, including guidance and codes of practice issued by the relevant data protection or supervisory authority.

**Data Subject:** means a living identified or identifiable individual about whom the University holds Personal Data. For the University, Data Subjects include current, past and present Students and staff (including affiliated and visiting staff), and other third parties such as suppliers, contractors, consultants or referees.

**Deregistration:** means a break in study either because of a leave of absence or a complete withdrawal from a Student's Course at the University.

**DPA 2018:** means the Data Protection Act 2018.

**Disclosure and Barring Service Check:** means checking the records of the Disclosure and Barring Service (DBS), a non-departmental public body of the Home Office. The DBS enable organisations to identify candidates that may be unsuitable for certain types of work by providing access to criminal record information.

**Dual Award:** means where the University offers a jointly conceived course with another institution, and where typically students undertake elements of the course at the University and the partner institution. Students belong to both institutions. The course enables students to achieve more than one distinct (yet complementary) set of criteria/learning outcomes, although the different sets may overlap in part. Each institution delivers a significant proportion of the course at the level of the qualification they award. A student does not need to satisfy the requirements of all the institutions to receive an award and will receive separate institutional certificates for each separate qualification.

**Enrolment:** means the online process where you confirm you accept the Terms and Conditions and you agree to comply with the Student Charter, the Statutes, Ordinances, Regulations, Policies and Procedures of the University (as amended from time to time). Once the University processes and accepts your online enrolment, you will be registered as a student.

**Intellectual Property:** means something that you create using your mind, for example, a story, an invention, an artistic piece of work or a symbol. It includes patents, rights to inventions, copyright and related rights, rights in software, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**International Student:** normally means a student who has received their prior education in another country and are not residents of their current country of study (the UK).

**Joint Award:** means a course designed and offered in conjunction with another higher education institution where students belong to both Ulster University and the higher education institution and spend time studying with both to achieve a single award with the certificate signed by both institutions.

**Leave of Absence:** means a period of approved leave away from the university and the Course. During this period the academic record of the student will be preserved. The student will remain registered with the university but depending on the period of leave may not be enrolled for the current academic period.

**Northern Ireland Home Students:** means a student that meets the definition for Northern Ireland Home Student for the purposes of tuition fees according to the UK Council for International Student Affairs (UKCISA). Details of the criteria can be found on the [UKCISA](#) website.

**Offer Letter:** means the communication from the University to the applicant confirming a Conditional Offer or an Unconditional Offer of a place on the applicant's chosen Course. The Offer Letter will be a letter sent directly from the University, which will usually be sent via email to the applicant.

**Ordinances:** means Ulster University directives contained within the [University Ordinances](#). The Ordinances define key roles at the University, its governance arrangements, academic, staffing and student matters.

**Personal Data:** means any information which identifies a Data Subject, or information relating to a Data Subject that the University can identify (directly or indirectly) from that data alone or in combination with any other identifies the University possess or can reasonably possess. Personal Data includes Special Category Data.

**Policies and Procedures** means a set of rules or methods that are designed to communicate structure, processes and information in relation to important matters at Ulster University and as further set out in Annex A.

**Postgraduate:** means a Course at level 7 or 8 study undertaken upon completion of an undergraduate degree, or, in special circumstances, significant industry experience.

**Pre-Enrolment** means the period after you have accepted an Offer of a place on a Course, but before you formally enrol at the University.



**Professional Statutory Regulatory Bodies:** means a group of professional and employer bodies, regulators and those with statutory authority over a profession or group of professionals who engage with higher education as regulators. They provide membership services and promote the interests of people working in professions, accredit or endorse courses that meet professional standards, provide a route through to the professions or are recognised by employers.

**Prospective Student:** means an applicant who has accepted a Conditional Offer or an Unconditional Offer for a Course at the University and who has not yet enrolled for their first Academic Year.

**Re-enrolment** means the online enrolment process that must be completed by current Students prior to each new academic year to confirm their continuance of study and to confirm any changes to the Terms and Conditions or the Student Charter, Statutes, Ordinances, Regulations, Policies and Procedures.

**Registration:** means the point at which the applicant has completed the registration and online enrolment process, accepted it as completed at which point they become a Registered Student of the University. Thereafter students re-enrol each academic year.

**Registered Student:** means a student that has completed the initial registration and enrolment process. A student remains registered until such time as they withdraw/are withdrawn from their Course, or they graduate.

**Regulations:** means rules or directives that are approved and maintained by the University to ensure the efficient, effective and transparent management of processes.

**Semester:** means the half-year term that typically lasts for 12 weeks. Exceptions to this apply.

**Services:** means the educational services and facilities provided by the University to the Students under and in accordance with the Contract (including but not limited to the library, IT services, cafeterias, sports facilities and workshops).

**Special Category Data:** means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or data revealing physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data within the meaning of Article 9 of UK GDPR.

**Spent conviction:** a criminal conviction previously committed that has since been removed from the individual's criminal record as per the Rehabilitation of Offenders (Northern Ireland) Order 1978. This generally occurs due to the UK-mandated rehabilitation period ending.

**Sponsor:** means a financial agreement by a company, employer, organisation, government etc. to pay part or all of a student's tuition and fees.

**Statutes:** means the University Statutes as defined in the Charter, Statutes and Ordinances. The University Statutes defines the structure and organisation of the University such as the Council, the Senate, the Students' Union and the Academic Staff.

**Student:** means a person who is studying a Course as a current and registered Student of the University.

**Student Charter:** means a document for our students and staff setting out the University's expectations, and the rights and responsibilities of Students and staff as members of the University community.

**Student Conduct Matter:** means an allegation, case or incident of Student misconduct under the Student Conduct Ordinances.

**Tuition Fees:** means the fees charged by the University to the Student to cover key elements of the Student's Course and academic life, as well as core Services related to the Student's wellbeing and experience on campus. It includes (but is not limited to) lectures, seminars, tutorials, practical classes, assessments and Course administration costs.

**UCAS:** means the University and Colleges Admissions Service, an organisation in the UK that deals with university and college applications.

**UK Data Protection Legislation means:**

- the DPA 2018;
- the UK GDPR;
- the Privacy and Electronic Communications and Regulations 2003 (SI 2003/2426);  
and
- any laws which implement or amend such laws in the UK from time to time.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the DPA 2018).

**UKVI:** means United Kingdom Visa and Immigration

**UKVI Sponsored Student:** means a student that has been sponsored by Ulster University as a student to complete an approved course of study within a specified timeframe. UKVI Sponsored Students are required to fulfil the terms and conditions of their Student Visa. Failure to do so could result in sponsorship being withdrawn and a requirement to return to your home country.

**Unconditional Offer:** means an Offer of a place on a Course at the University with no conditions, as the applicant already has the sufficient grades, qualifications or experience to be accepted onto the Course.

**Undergraduate:** means the first level of study in higher education (Level 3 Foundation Degree and Levels 4-6). If you graduate from an Undergraduate degree, you can apply to progress to Postgraduate study.

**University:** means an institution where Students usually study for Undergraduate or Postgraduate qualifications and where academic research is done. For the purpose of these Terms and Conditions, the term 'University' is used to mean the University of Ulster.

**University Overseas Students:** means Students enrolled on a franchised course at a college based overseas. For the avoidance of doubt, University Overseas Students are a sub-category of Affiliate Students.

**Unspent Conviction:** any criminal conviction for which the rehabilitation process remains ongoing (which is predetermined according to the nature of the crime), or that will stay on the individual's criminal record as per the Rehabilitation of Offenders (Northern Ireland) Order 1978.

**Writing or Written:** For the purposes of these Terms and Conditions these terms include emails.

## 2 Who we are and how to contact us

**2.1 Who we are:** We are the University of Ulster (otherwise known as Ulster University), Royal Charter company with company number RC000726, and our principal office is at Cromore Road, Coleraine, Co. Londonderry, BT52 1SA.

**2.2 To contact us:** To contact us, telephone +44 (0)2870123456. Further information on the different campus locations and contact details can be found at [Contact Ulster University - Ulster University](#)

**2.3 How we will contact you:** If we need to contact you, we will do so using your email address. We may also telephone or contact you by writing to you at your postal address. It is your responsibility to make sure that we have the correct contact details for you, including your current/term time address.

**2.4** Once registered, communication will usually be sent to the student email provided. It is your responsibility to ensure that you check your email regularly.

## 3 Your Contract with the University

### 3.1 Collaborative Partners

**3.1.1** If you are studying with one of our Collaborative Partners, then you will enrol under the terms and conditions published by the provider that you are studying with, and you will be classed as an Associate Student or Affiliate Student at Ulster University, as appropriate. These terms and conditions will not become relevant to you unless you intend to transition to Ulster University as part of your studies.

**3.1.2** Joint Degree Students are students at both Ulster University and the Collaborative Partner. These Terms and Conditions and the terms and conditions of the Collaborative Partner apply to Students on Joint Degree courses. A joint degree Course leads to a single award by both institutions.

**3.1.3** Dual Award Students are students at both Ulster University and the Collaborative Partner. These Terms and Conditions and the terms and conditions of the Collaborative Partner apply to Students on Dual Awards. A Dual Award Course leads to two awards, one from each institution.

**3.1.4** For more information, please see our Regulations in relation to Associate and Affiliate Students [\\*Ulster University Regulations](#)

## **3.2 The Contract Information**

**3.2.1** It is important to Ulster University that you can make an informed decision about our Courses and campuses before you apply for a place at Ulster University. To help you do this, Ulster University provides a range of information, through different formats, including the website, the prospectus, physical and digital Course leaflets, and open days.

**3.2.2** The Terms and Conditions contain all particular and specific contractual terms and conditions under which the Offer of a place to study at Ulster University is made to you and you will be sent a durable PDF with your Offer. This Contract information will be available through a variety of means, and on request by contacting [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk).

**3.2.3** When you accept a place on a Course at Ulster University, you are agreeing to the Terms and Conditions and confirming that you will comply with the Student Charter, Statutes, Ordinances, Regulations, Policies and Procedures of the University as updated from time to time. If you have any queries after reading the Terms and Conditions, you should contact the Central Admissions team, at [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk). Acceptance of your offer of a place at Ulster University creates legally binding obligations for the University and for you.

**3.2.4** At initial Enrolment you must agree to the following:

- a. that you have checked and, where necessary, amended and updated your data accurately and fully
- b. that the University will process your data in accordance with its data protection policy and privacy notice which are incorporated into these Terms and Conditions and linked below:
  - [Data Protection Policy 2023](#)
  - [Student Privacy Policy](#)
- c. that you agree to abide by the Statutes, Ordinances, Regulations, Policies and Procedures for the time being in force, including the University's Acceptable Use Policy [Acceptable Use of Information Technology Code of Practice](#);

- d. that you have declared any relevant criminal convictions, as outlined at clause 5.5 of these Terms and Conditions;
- e. that the University may submit assessments to plagiarism and artificial intelligence detection software for the purposes of ensuring academic integrity and the authenticity of submitted work.
- f. that the university may make video and or audio recordings of teaching sessions and assessments for the purpose of quality assurance and supporting the learning of students.
- g. that you are, ultimately, liable personally for the payment of Tuition Fees unpaid by Sponsors;
- h. that you agree to abide by the Tuition Fee Liability Policy and the Tuition Fees Payment Policy of the University;
- i. that you agree to abide by the [terms and conditions for online payments](#) of the University; and
- j. that you have read and agree to comply with the Ulster University Student Charter and the Student Conduct Ordinances and will behave responsibly and respect other Students, staff and the local community, both on and off campus.

### **3.3 The Pre-Enrolment Contract**

- 3.3.1** When you accept a Conditional Offer or an Unconditional Offer of a place to study at Ulster University, you are entering into a pre-enrolment contract with the University, and you will be bound by these Terms and Conditions and the Student Charter, Statutes, Ordinances, Regulations, Policies and Procedures as referred within these Terms and Conditions (the “**Pre-Enrolment Contract**”).
- 3.3.2** If your Offer is conditional, the offer of a place to study at Ulster University will be withdrawn if the conditions set out in your Offer have not been met by the date stated in the Offer Letter.
- 3.3.3** Once you have accepted an Offer from the University, you have a statutory right to cancel your Pre-Enrolment Contract. This statutory right gives you 14 calendar days from the date of acceptance to change your mind. If you do change your mind, you must let us know by writing to us at [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk) within the 14-day window.

- 3.3.4** Your Pre-Enrolment Contract is automatically replaced by the Enrolment Contract (as defined below) when you enrol and become a registered Student as set out in clause 3.4.
- 3.3.5** If you do not register and enrol by the deadline date as set out in your Offer Letter, then your Pre-Enrolment Contract will expire at 23.59 on that date and your place may be made available to other applicants.

### **3.4 The Enrolment Contract**

- 3.4.1** When you enrol for your chosen Course, the Contract as set out in clause 1.2 is formed between you and the University, and you agree to be bound by these Terms and Conditions, the Student Charter, Statutes, Ordinances, Regulations, Policies and Procedures as referred within these Terms and Conditions (the “Enrolment Contract”).
- 3.4.2** To cancel your Enrolment Contract after you have enrolled and withdraw from your Course, you must write to us by emailing [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk) or submit the cancellation form in Annex B within 14 calendar days of completing Registration or within 14 calendar days from the first published day of Term (as stated in the [Academic Calendar – Student Guide](#)).
- 3.4.3** Once you have entered into your Enrolment Contract with the University, you will be contractually obliged to pay your Tuition Fees to the University as in accordance with the [Tuition Fee Liability Policy](#) . However, if you withdraw from your Course within one of the 14-day periods as set out in clause 3.4.2, you will not be liable to pay your Tuition Fees. For more information on Tuition Fees, please see our [Tuition Fee Liability Policy](#).

## **4 Admission to the University**

### **4.1 Consideration of Applicants**

- 4.1.1** It is your responsibility to make sure that all the information that you provide to us is true and accurate.
- 4.1.2** If we discover that your application contains material inaccuracies, fraudulent information, or that significant information has been left out of your application, we may withdraw or amend your Offer. Post registration, we may investigate

this under the Student Conduct Ordinances and could terminate your Registration with us. In such circumstances, any deposit that you have paid will be retained by us.

- 4.1.3** In cases where plagiarism or unauthorised use of artificial intelligence is detected in material submitted as part of your application (via UCAS or direct entry), it could significantly reduce your chance of being admitted to the University. The University reserves the right to withdraw or amend an offer of a place to study at Ulster and/or dismiss the application. Further information can be found at [Academic Misconduct Policy \(ulster.ac.uk\)](#)
- 4.1.4** Your Offer to study may be a Conditional Offer or an Unconditional Offer. If you receive a Conditional Offer, then we will set out the conditions that you need to meet to be admitted onto your Course within your Offer Letter.
- 4.1.5** Please note that all offers made by the University to Northern Ireland Home Students, whether conditional or unconditional, are subject to the Department for the Economy (Northern Ireland) or Department of Health (Northern Ireland) restrictions regarding the total number of Undergraduate Students admitted.
- 4.1.6** If you have not met the conditions of your Offer before the date notified to you in your Offer Letter, we reserve the right to withdraw your Offer. If your Offer has been withdrawn for this reason, we will refund any deposit you have paid within 28 days.
- 4.1.7** We may ask you to provide satisfactory evidence of the qualifications that you hold before admission onto your Course. Failure to provide this evidence to our satisfaction could result in the termination of your Offer, the revocation of your Registration as a Student and the termination of the Contract to study at Ulster University.
- 4.1.8** If you are deemed to be an international, EU Other, or GB/Islands Student for fees purposes, then your Offer is made on that basis. In Northern Ireland, fee status must be determined in accordance with [The Student Fees \(Qualifying Courses and Persons\) Regulations \(Northern Ireland\) 2007, as amended.](#) Guidance on the regulations determining tuition fee status for the purposes of higher education in Northern Ireland can be found on the [UKCISA \(UK Council for International Student Affairs\) website.](#)
- 4.1.9** The University is responsible for assessing an applicant's tuition fee status in line with The Student Fees (Qualifying Courses and Persons) Regulations



(Northern Ireland) 2007 as amended. More information can be found at [UKCISA - international student advice and guidance - Northern Ireland: fee status](#).

**4.1.10** Any decisions made by third parties in relation to student support and other funding arrangements, are outside of the University's remit and will have no bearing on the fees status assessments we make, which are governed by Northern Ireland's Student fees legislation. Details of tuition fee parameters are outlined in [UKCISA - international student advice and guidance - Northern Ireland: fee status](#)

**4.1.11** If the assessment of your fee status subsequently changes before or at the point of Enrolment, then your application may be reassessed, your Offer may be withdrawn and a new Offer may be sent to you. In accepting your place, you are confirming that you accept your assigned fee status. If you think your fee status is incorrect, please refer to our [Tuition Fees Payment Policy](#).

## **4.2 Deferment**

**4.2.1** The University will consider requests from UCAS applicants for deferred entry for a maximum of one year. Applicants should be aware that deferred entry may not always be granted. The decision whether or not to offer a place to applicants for deferred entry rests with the selectors of the programme.

**4.2.2** There is no provision for deferred entry for research programmes.

## **4.3 Readmission**

**4.3.1** If you are an applicant or previous student of the University and you have been previously expelled from the University, or you have a live/outstanding Student Conduct Matter, this will not automatically prevent readmission to the University. The University will make its decision based upon the individual circumstances and merits of each case.

**4.3.2** It is, therefore, important that you raise outstanding Ulster University Student Conduct Matters and previous expulsion from the University at the point of application, to enable the University to provide you with accurate advice.

**4.3.3** The University reserves the right to withdraw or amend any Offers to study at the University where applicants/Students have not disclosed a previous expulsion or outstanding University Disciplinary Matters.

**4.3.4** If we discover that you have failed to disclose outstanding Student Conduct Matters or a previous expulsion from the University after Registration or Enrolment, this will be considered a Student Conduct Matter and you may be suspended or expelled from the University.

## **5 Registration**

**5.1** To become a Student of the University you are required to demonstrate that you have the right to study in the UK when you enrol and register at the start of your proposed Course of study. You will then re-enrol for each subsequent year of study. If you do not enrol and register or re-enrol and re-register before the end of the first week of your course, the University will contact you via email to find out what your intentions are. If, however, Enrolment and Registration or Re-enrolment and re-registration are still not completed, without good reason, before the end of the second week of the first Semester of each year, you will be deemed to have withdrawn by the University.

**5.2** By enrolling and registering you confirm that you are entering into a Contract with the University and accept and agree to comply with all the documents as set out in clause 1.2, and that you are liable for the payment of your full Tuition Fees and any other charges, based on the modules you enrol on. Re-enrolling in each subsequent year of study, and your progression on your Course, is subject to you having made satisfactory academic progress and/or by permission of the relevant Board of Examiners.

**5.3** Each time you re-enrol and re-register you are agreeing to continue to comply with all of the documents as set out in clause 1.2.

**5.4** If you are subject to UK immigration control, you must demonstrate that you have the appropriate immigration status to be eligible to register and re-enrol at Ulster University. When you register and re-enrol, you are confirming and declaring that you will abide by the terms and conditions of your student visa and all relevant UK Home Office rules. Any breach of these may result in the University withdrawing sponsorship of your visa which will result in your withdrawal from your Course at Ulster University.

### **5.5 Declaration of Criminal Convictions**

**5.5.1** The University acknowledges the key role of education in the rehabilitative process and a criminal record will not preclude an applicant from being offered

a place at the University. However, some Courses are exempt from the Rehabilitation of Offenders (Northern Ireland) Order 1978 and applicants are required to disclose all Spent Convictions and Unspent Convictions at the point of application. If your Course is exempt from the Rehabilitation of Offenders (Northern Ireland) Order 1978, you will be asked to disclose any convictions and obtain a satisfactory Disclosure and Barring Service Check. Failure to disclose could jeopardise your enrolment status.

**5.5.2** For all other Courses which are not exempt from Rehabilitation of Offenders (Northern Ireland) Order 1978, you will be informed, once your place has been confirmed, that if you have any Unspent Convictions for relevant offence(s), or if you are under investigation for a relevant offence, or if during the course of your studies you are convicted of a relevant offence or become subject to an investigation for a relevant offence, that you need to disclose this to the University. For the avoidance of any doubt, a relevant offence is a criminal offence involving any of the following:

- a. Any act of violence against a person for example (but not limited to); murder, manslaughter, grievous bodily harm, actual bodily harm, wounding, common law assault, common law battery.
- b. misuse of drugs, including (but not limited to) possession of controlled drugs, possession of controlled drugs with the intention to supply, production of controlled drugs or cultivation of cannabis plant(s);
- c. any offence listed in the Sexual Offences (Northern Ireland) Order 2008\* including (but not limited to) sexual assault, rape, assault by penetration, trafficking for sexual exploitation and any sexual offences involving children and vulnerable adults;
- d. weapons, arson and explosives.
- e. any offence listed in the Terrorism (Northern Ireland) Act 2006\* which includes (but is not limited to) membership, support or meeting of proscribed organisations, fund raising for terrorism, unlawful collection of information for terrorist purposes;
- f. a Non-Molestation Order or an Order under the Protection from Harassment Order (Northern Ireland) 1997\*, in which the complainant is a member of the University, or an Anti-Social Behaviour Order or a Sexual Offences Prevention Order;

- g. spiking, stalking or harassment;
- h. any aggravating factor of hate, including offences where the perpetrators hostility or prejudice against person or property is on the grounds of the victim's \*\*:
  - ethnicity;
  - sexual orientation;
  - Gender identity;
  - Religion;
  - Political opinion; and/or
  - Disability; and/or
- i. where a victim's vulnerability was an aggravating factor. For example, where it is perceived that the perpetrator has been motivated by the vulnerability of the victim for example age, infirmity, or mental capacity.

\*Or equivalent legislation for offences committed/convictions acquired outside the UK.

\*\* this includes an offence targeted at the victim's actual or perceived personal characteristics as listed in (h) above.

**5.5.3** If your conviction involved an offence similar to those as set out above or which would constitute an offence if it had have been committed in Northern Ireland, but was an offence committed outside of Northern Ireland, and conviction for that offence would not be considered spent under the Rehabilitation of Offenders (Northern Ireland) Order 1978, you are therefore still obligated declare it as in accordance with clauses 5.5.1 and 5.5.2.

### **Declaration of Criminal Investigation or Conviction(s) for Existing Students**

**5.5.4** Students who become subject to a criminal investigation, proceedings or receive a criminal conviction for a relevant offence(s) after Registration or re-enrolment and before graduation must disclose details to the Student Conduct Office by emailing [Studentacademicaffairs@ulster.ac.uk](mailto:Studentacademicaffairs@ulster.ac.uk) as soon as reasonably practicable (and no longer than 5 days), after being notified that this is the case. This includes (but is not limited to):

- a. Being subject to police investigation and/or subject to pre-charge, police or court bail conditions for a relevant offence.
  - b. Being summonsed in relation to a relevant offence; or
  - c. Being enrolled on a Course covered by the Fitness to Practise Procedure and being subject to police investigation and/or pre-charge or court bail conditions or acquire a criminal record, after admission and before graduation, relating to any criminal offence.
  - d. Being subject to a non-molestation order, protection from harassment or stalking order, or another similar injunction.
- 5.5.5** In relation to 5.5.4, if the relevant criminal / civil proceedings or injunctions acquired, relate to matters that occurred outside of Northern Ireland, students remain obligated to disclose this to [studentacademicaffairs@ulster.ac.uk](mailto:studentacademicaffairs@ulster.ac.uk)
- 5.5.6** A failure to comply with the obligations contained in clauses 5.5.1 – 5.5.5 is considered to be a Student Conduct Matter by the University and it, therefore, may result in you being suspended or expelled from the University or your application being declined by the University or your Offer being withdrawn.
- 5.5.7** If you are applying for a Course which is subject to professional standards of fitness, and you have previously been barred from any professional body, it is essential that you seek advice from [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk) before you submit an application. It is possible that these circumstances may impact on your eligibility for entry into the profession that your chosen course grants access to. Failure to seek advice could have significant financial implications for you.
- 5.5.8** Disclosures in relation to criminal convictions will be treated confidentially and sensitively and in full compliance with our [Privacy Policy](#) and [Data Protection Policy](#).
- 5.5.9** Disclosures will be used for the purposes of safeguarding and where necessary the University will carry out a risk assessment. More information relating to the disclosure of criminal convictions can be found in the [Student Admissions Policy](#)
- 5.5.10** A Student convicted of a criminal offence during their period of Registration must notify the Student Conduct Office as soon as reasonably practicable and no later than 5 days after notification is made to you or you become reasonably aware that you are subject to investigation. A failure to disclose criminal convictions or

a delay in disclosure may result in the student being suspended or expelled from the University.

## **5.6 Special Requirements: Visas, Professional Regulatory Statutory Body Requirements**

- 5.6.1** Students for certain specified Courses and Students requiring a visa to study with us must comply with certain special requirements.
- 5.6.2** Some special requirements must be complied with as a condition of a Prospective Student obtaining their place at Ulster University and other special requirements continue throughout the period of the Course.
- 5.6.3** Special requirements are often imposed by law, the government, accrediting or professional bodies or other third parties including Collaborative Partners. For example, these could include (but are not limited to) the following:
- a.** a Prospective Student who requires a visa may need to demonstrate a particular level of competence in the English language;
  - b.** some Courses may require additional declarations by the student in relation to their health, employment, criminal convictions and cautions;
  - c.** where an application is made to a Course which is subject to professional standards of fitness, consideration of reasonable adjustments will be offered as part of the process of Occupational Health screening procedures.
  - d.** there may be a requirement for a satisfactory check of criminal convictions (via Access NI or the Disclosure and Barring Service);
  - e.** there may be attendance and engagement requirements for Students studying on a visa or on some Professional Statutory and Regulatory Body regulated Courses; or
  - f.** some students may require a certificate from Academic Technology Approval Scheme (ATAS).
  - g.** some professions have special requirements in relation to standards of behaviour. These may apply to Students studying on a Course that provides entry to that profession and is regulated or validated by them. There may be occasions when your details are checked against professional body 'barred' lists to determine suitability for the Course.

- 5.6.4** The University will inform you of the details of any special requirements that apply to you as part of your Offer.
- 5.6.5** Variations or new special requirements may be introduced by the University if they are required by a relevant third party or by law and we will inform any applicants or Students affected by this as soon as reasonably possible.
- 5.6.6** Failure to comply with any special requirements may result in termination of your Pre-Enrolment or Enrolment Contract, with the consequence that you may not be permitted to begin your Course with us or if you have already started your Course, you may be required to leave the Course and/or the University.

## **6 Disabilities**

- 6.1** If you have a disability the University will seek to support you by making reasonable adjustments. We encourage you to disclose any disabilities at the earliest opportunity, to ensure there is sufficient time to put appropriate support in place. Notifications can be made upon application to the University (through UCAS form or direct entry application). If you have not formally done this, please contact Student Wellbeing on your campus or by email to [studentwellbeing@ulster.ac.uk](mailto:studentwellbeing@ulster.ac.uk) to have an 'additional study need' form issued by email for you to complete.
- 6.2** As individual Students' needs (even those with the same condition) can vary, it is recommended that you make contact with the Student Wellbeing Team at [studentwellbeing@ulster.ac.uk](mailto:studentwellbeing@ulster.ac.uk) before you accept any Offer of a place, to find out what type of support is likely to be available to you and what information we need to arrange it.
- 6.3** If you choose not to tell us about your disability, provide this information with short notice before your Course or examination/assessment start dates, or do not provide full information about it before or during your Course of study, we will make all reasonable endeavours to help you, but you might not have access to the full range of support which might otherwise be available to you. The Exams Office publish deadlines for this information to be received at [Reasonable Adjustments for Examinations](#) The University cannot guarantee that support recommendations can be put in place after these dates.
- 6.4** More information about Student support available can be found at [Disability Support - Student Wellbeing](#).

## **7 Mental Health and Wellbeing**

**7.1** The safety and wellbeing of Students is of the utmost importance to the University. At Ulster University we have a wide range of Services to support the mental health and wellbeing of Students. However, there may be circumstances in which, the University has a legitimate concern for your safety and or wellbeing. In a situation where we believe a student is at imminent risk of serious or lasting harm, potentially a risk to themselves or others, and we have exhausted all other reasonable attempts to support them, we will consider contacting a trusted contact identified by you.

**7.2** At Registration you will be asked to confirm if you are happy for the University to contact a trusted contact in these circumstances. A trusted contact should be someone that you would want informed and would know who else you might want contacted and how best to support you if you:

**7.2.1** have unexpectedly been admitted to hospital for non-routine treatment;

**7.2.2** have suffered a serious physical injury, including those relating to self-harm;

**7.2.3** have not been seen for an extended period of time and cannot be contacted;

**7.2.4** have an ongoing illness and appears to be significantly deteriorating; and/or

**7.2.5** are experiencing a mental health crisis.

**7.2.6** This list is for illustrative purposes and is not exhaustive.

**7.3** You will be asked to provide details of the trusted contact (often this will be a family member, but could also be a carer, a spouse, a guardian, a long-term family friend), so that we can contact them should the need arise. It is important that you have the trusted contact's consent as they will be 'contracting in' to a shared objective regarding your safety and health and wellbeing.

**7.4** Please note that if you decide not to complete this section and provide no details, the University is allowed by law to make contact with your emergency contact without your express consent in certain situations. If for whatever reason you would not want the University to contact your emergency contact, it is very important that you provide alternative details.



**7.5** You will be asked to refresh these contact details every year at Registration. If you wish to change these contact details at any other stage in the year you will need to do so on the student portal.

## **8 Accreditation of Prior Learning (APL)**

**8.1** The University recognises the value of different types of learning, irrespective of the context in which it is achieved.

**8.2** Some Courses will allow applicants to use points from APL to go towards their entry.

**8.3** There is no fee applied to APL applications.

**8.4** Successful APL applicants will usually be able to register on the Course with Advanced Standing.

**8.5** More information on APL and how to make an application can be found in the Guiding Principles and Policy for the Accreditation of Prior Learning available at [APLPolicy.doc](#).

## **9 Changes to Your Course**

**9.1** We prepare our prospectus and online information about our Courses with care and every effort is made to ensure that the information is accurate. The printed version of the prospectus is, however, published at least a year before the programmes begin. Information included in the prospectus may, therefore, change before you receive your offer, so we include a durable PDF when we send the offer letter which will highlight any changes made since the last version. We would encourage you to read this and to ensure you are completely clear what you are agreeing to.

### **9.2 Changes before Registration/Enrolment**

**9.2.1** The University will always try to deliver the Course as described in the durable PDF you receive with your Offer Letter.

**9.2.2** Information outlined in the prospectus and on the University's website is accurate at the date of publication, but changes to Courses, modules, University's Services and the content and terms contained in the prospectus may be necessary. This includes but is not limited to changes to the terms,

content, delivery, location, method of assessments or lengths of the Courses described in the durable PDF. Not all circumstances are foreseeable, but changes will normally be made for one of the following reasons:

- a. to meet external, professional, or accredited body requirements;
  - b. to provide for exceptional circumstances due to reasons Beyond Our Reasonable Control;
  - c. to improve or enhance your experience, or to adopt changes recommended in Student feedback, with the aim of improving the student experience and or Student outcomes; and/or
  - d. to ensure appropriate academic standards are met, for example in response to external examiners feedback.
- 9.2.3** Prospective Students will be notified of any changes to the Contract Information in writing (usually by email) as soon as reasonably practicable and we will take all reasonable steps to minimise their impact where possible.
- 9.2.4** The University will where possible and reasonably practicable, seek the express consent of the student in regard to any changes concerning material or pre-contract information.
- 9.2.5** The University website will be updated to reflect the changed Course information as soon as reasonably practicable.
- 9.2.6** If, after due consideration, you decide that you no longer want to study your Course or to study at the University, because of the changes, you may withdraw your application or terminate your Contract with the University. In order to do so, you should notify us in writing by emailing [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk) (and update UCAS if applicable) or by contacting your course director if you are currently a student. We will, on request, recommend alternative Courses that you could study with us, or suggest a suitable Course at an alternative higher education provider.
- 9.2.7** If you do not agree that the changes are fair, you can seek redress under the [Student Complaints Procedures \(ulster.ac.uk\)](http://ulster.ac.uk).

### **9.3 Course closures before Registration/Enrolment**

- 9.3.1** We will do our best to deliver all Courses described in the prospectus and on the Ulster University website. However, if there are insufficient enrolments to make the Course viable, it may be necessary for the University to withdraw the

Course. If you have received an Offer for a Course that we subsequently have to close, we will contact you as soon as possible to discuss alternative Courses at the University. If you are unhappy with the alternatives, or we do not have anything else suitable to offer, we will endeavour to provide you with information and guidance regarding similar courses offered by comparable higher education providers. If you do not wish to study any alternative Courses at the University, you may cancel your Contract with us and withdraw your application by informing us by email to [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk). You will not be liable for Tuition Fees if you notify the University prior to Enrolment and any deposit paid will be refunded to you as soon as reasonably possible.

#### **9.4 Course changes and/or closures after Registration/Enrolment**

- 9.4.1** Most changes to Courses will become effective from the start of the next Academic Year, but in-year changes may be made by the University where all Students in the cohort expressly consent to the change or for reasons Beyond Our Reasonable Control.
- 9.4.2** We may also need to make other changes which may affect other aspects of your Course, including non-optional modules, Course assessment or delivery, changes to the terms, content, location, method of assessments or lengths of the Courses. Where this is necessary, we will only do so where:
- a.** we have to make the change for reasons Beyond Our Reasonable Control, for example if we have to start your Course via blended or online learning because the Government recommends, we keep our campus closed, or imposes other restrictions which means that we cannot teach all our students on campus at the same time;
  - b.** where the changes are required in order to maintain accreditation or validation by a professional body;
  - c.** where we reasonably believe that the changes are to your benefit; or
  - d.** where we have your express consent to make such changes.
- 9.4.3** Where we decide changes to Courses are necessary, we will take steps to mitigate the impact on Students wherever reasonably possible, aiming for changes to be narrow in scope and limited in effect. When we decide changes are needed after your studies have started, we will communicate these changes to you via your University Student email account, setting out the reasons we

believe change is needed and including advice on what to do if you are not in agreement. We will communicate to Students affected by the change, at the earliest possible opportunity.

## **9.5 Changes to Optional Modules**

- 9.5.1** Optional modules are reviewed on a Course each year and we may change the options available to you, to reflect our staff expertise, changes in Course requirements or to reflect feedback that we have received from other Students, employers or other interested parties.
- 9.5.2** Where your Course contains optional modules, you will be provided with a list of these in good time so that you can choose the options right for you each year. Sometimes, we may not be able to run a particular optional module because not enough Students sign up for it or because a member of staff is not available to teach a module. Where this may be the case, we will let you know when you are provided with your option choices, and you will be able to choose an alternative if one of your selected modules does not run.

## **9.6 Changes as a Result of Circumstances Beyond Our Reasonable Control**

- 9.6.1** Where changes to your Course are required due to factors Beyond Our Reasonable Control, we will do our best to notify you of this and minimise the impact of this upon you, but we will not be responsible for any delays or failure to provide the Course as described for these reasons if they are Beyond Our Reasonable Control.
- 9.6.2** The University will, where required and reasonably practicable, consult with you and other Students enrolled on a Course before any change is made. This will usually be communicated via your student email. In all cases, where a significant change to a Course is made due to reasons Beyond our Reasonable Control, we will communicate with you, at the earliest possible opportunity. We will explain what options are available to you due to the change and what the next steps are.
- 9.6.3** Sometimes, we may have to cancel one or more of your scheduled teaching sessions. Where this is the case, we will normally try to make this up either by rescheduling the session or by making additional teaching materials available online so that you are not unduly affected by this.

**9.6.4** As a student, you will be entitled to make use of our library facilities and virtual learning environment. These will be available at reasonable times, although they may occasionally be unavailable, for example if we need to undertake unexpected or unforeseen maintenance work or (for our physical library) when our campus is closed. We will try to ensure that we communicate this with you, any disruption is minimal and such works are carried out at times when it will not unreasonably affect you.

**9.6.5** There may be circumstances Beyond Our Reasonable Control that restrict or limit your access to Services at the University. For example, if the University experiences a Cyber Attack, or where servers are otherwise offline or inaccessible. Where this is the case, we will take action to re-establish the service as soon as reasonably practicable and our liability shall be limited to making reasonable adjustments to ensure that you are not materially affected by the lack of availability. For example, if a key IT system is not available on the day you are due to hand in an assessment, we may extend the deadline to account for this.

## **9.7 If you do not agree with the proposed changes**

**9.7.1** If you have communicated to the University to confirm that you are unhappy with or do not accept the proposed changes to your Course, we will arrange to meet with you formally, within a reasonable timeframe, to try and find a resolution that we can both agree upon. If we cannot agree within a reasonable period, you have the right to withdraw from your Course. On request, we will support you to consider alternative Courses with us, (for which Tuition Fees are payable) or suggest a suitable Course at an alternative provider.

**9.7.2** If you do decide the change cannot be resolved and you wish to withdraw, then you need to inform us formally in Writing, quoting your reason for withdrawal. The [Tuition Fee Liability Policy](#) will apply, with fees calculated on a pro-rata basis.

**9.7.3** Subject to clause 15, we will consider on a case-by-case basis any evidence you provide of direct costs incurred or foreseeable losses suffered as a result of the change to your Course or your decision to withdraw.

## 10 Tuition Fees

- 10.1** Information about our Tuition Fees and related charges is summarised in the [Student Guide](#) available at [Tuition fees - Student Guide](#).
- 10.2** All Students are required to pay Tuition Fees in accordance with the Tuition Fee Policy. The Tuition Fees include charges for Registration, tuition, supervision, assessments and use of University facilities and resources. It is payable for each year, or part of the year for which the student is enrolled, including placement years.
- 10.3** Students will be classified as either an externally funded Student or a self-funded Student. You will be considered an externally funded Student if you receive financial support from the Student Finance Company, a government funding body or are being funded by a Sponsor and the funds are paid directly to the University by the external funder. You will be considered a self-funded Student if you are funding your own studies, getting financial help from family or friends, or are receiving financial assistance directly from an external funder.
- 10.4** Your Tuition Fees will be determined by a combination of factors, including whether you are an Undergraduate or Postgraduate Student, whether you are studying full-time or part-time and your tuition fee status. Your tuition fee status is determined by whether you are a NI, ROI, GB/Islands, International or EU Student.
- 10.5** When a student enrolls on a Course during the Academic Year, for example January or April, they will be charged for the percentage of the Academic Year that they will study. This is calculated using module credits, for example if a student studying the full Academic Year is undertaking 120 credits and the students commencing January are studying 60 credits before 31<sup>st</sup> July (end of Academic Year) so they will be charged 50% of the tuition fees that year and the same rule is applied for each subsequent Academic Year studied.

- 10.6** Tuition Fees, and any subsequent fee increases, for Undergraduate full time NI and ROI Students are set by the Northern Ireland Department of Economy. The University reviews its GB/Islands, EU Other and International Student Tuition Fees and related charges annually. The level of your fees will be determined based on the first year that you commence your studies on the Course and in subsequent years this tuition fee will be subject to an inflationary increase. Once fees are confirmed each year, they will be published at [Tuition fees - Student Guide](#)
- 10.7** Where other Additional Costs directly related to your Course are likely to be incurred, these will be set out in the Course information you receive as a durable PDF alongside your Offer. You are responsible for payment of any such costs. By accepting your Offer, you confirm that you have received sufficient information on the Course that you have chosen and are aware of the associated fees and payment terms.
- 10.8** At Registration, Tuition Fees must be either paid in full, or a commitment given to pay these by one of the approved payment options. Full details of these payment options are available at [Tuition Fees Payment Policy](#).
- 10.9** If you advised on Registration that your fees are being paid via your Student Loan Provider and the Tuition Fee Office have not received confirmation by the date set in the [Tuition Fees Payment Policy](#) you will become liable to pay the Tuition Fees, which will be due immediately. You will be required to either agree a payment plan to pay the fees yourself or provide evidence that you have submitted an application for a tuition fee loan and that your application has not been declined by the Student Loan Provider.
- 10.10** If you are deemed ineligible for a full tuition fee loan from the Student Loan Provider, or the tuition fee loan does not cover your full cost, then you must pay the balance of Tuition Fees or set up an instalment plan at point of Registration.

**10.11** If payment of your Tuition Fees is being met by a third party and the third party fails to make payment, then you will be personally liable for the Tuition Fees or any outstanding balance of fees.

**10.12** The University will not refund to you any fees paid on your behalf by the Student Loans Company, or any other third party.

**10.13** In the event that your Tuition Fees have not been paid in full by the relevant final payment date or in accordance with our fee payment options, we shall be entitled to implement the sanctions described in clause 10.15 below, suspend you from the University, refuse to permit you to continue on your Course and/or terminate the Contract (without incurring any liability to you). See clause 10.15 for further information.

**10.14** A refund of Tuition Fees may be made if you withdraw from your Course of study. Refunds are calculated with reference to the date of withdrawal from the University and will not be actioned if the withdrawal procedure has not been followed correctly. Details of fee liability dates are outlined in the [Tuition Fee Liability Policy](#).

**10.15 Sanctions for non-payment of Tuition Fees**

The following sanctions will be applied for non-payment of Tuition Fees:

**10.15.1** Where a student fails to make payment of Tuition Fees in accordance with their relevant published payment plan, the University reserves the right to apply the following sanctions which may result in serious consequences for the Student:

- a. Withdrawal of Student access to Blackboard, the University's virtual learning system;
- b. Withdrawal of Student access to the University's student portal and other IT systems.
- c. Withdrawal of Student access to library e-resources and limited borrower account functionality.



- d. An inability to submit assessments, resulting in a mark of '0' being awarded for non-submission, and any future submissions may be capped.
- e. An inability for a student to receive their marks;
- f. An inability to systematically record and monitor Student attendance and engagement. (For international Students' attendance and engagement monitoring is required for UKVI purposes. This will result in a failure of the student to meet their sponsored Student obligations and could lead to their sponsorship being withdrawn. If student sponsorship is withdrawn, the student will be required to leave the UK and return to their home country.)

The University will provide adequate notice of their intention to initiate sanctions.

**10.15.2** Sanctions will remain in place until the agreed payments have been made in full.

**10.15.3** If payment for overdue Tuition Fees is not subsequently received in full, the University reserve the right to withdraw the Student from their Course. See **10.15.4** for further information.

**10.15.4** Where a student fails to make payment of Tuition Fees in accordance with their relevant published payment plan, in addition to the sanctions at clause 10.15.1, the University reserves the right to:

- a. terminate the payment plan;
- b. withdraw the Student from their Course;
- c. suspend the Student from the University; and/or
- d. terminate the Student's Contract without liability. Students who are unable to pay their tuition fees / meet their financial obligations as agreed in the payment plan selected at registration can request a leave of absence for an initial period of 12 months. A leave of absence will preserve the academic record of the student for a defined period.

**10.15.5** Where a student has successfully completed their Course but has an outstanding Tuition Fee debt one month prior to the date of the award, the student:

- a. will not be permitted to attend their graduation ceremony. Late payments will not be accepted and once the outstanding Tuition Fees are paid the student will be eligible to attend a later ceremony;
- b. will not receive their academic transcript of marks / degree certificate until the outstanding Tuition Fee has been paid.

**10.15.6** Where a student provides a Sponsor letter and the Sponsor fails to pay the invoiced Tuition Fees within 30 days from the invoice date, responsibility for the payment of Tuition Fees will revert to the student. The student will then be required to either immediately pay the Tuition Fees in full or contact the Tuition Fee Office on +44(0) 28 701 24252 to discuss the potential of an instalment plan to avoid University sanctions being applied. Refer to Section 6.4 in the Tuition Fee Policy.

**10.15.7** For international Students, non-engagement with the Course is a breach of the terms of Student sponsorship. Consequently, the University will enact its process for managing Student non-engagement. This may result in the University withdrawing their sponsorship and notifying UKVI. Once notified UKVI will begin the process of curtailing the student visa and the student will have to return to their home country. Once sponsorship has been withdrawn it cannot be re-instated.

**10.15.8** Where a student holds a UKVI Student Visa and have outstanding Tuition Fee debt, the student will not be eligible to apply for the postgraduate route visa. Further eligibility criteria can be found at Graduate visa: Overview – GOV.UK ([www.gov.uk](http://www.gov.uk)).

**10.15.9** Students who leave the University with outstanding Tuition Fees will be traced via the debt collection agency engaged by the University and debts plus collection fees will be recovered via the appropriate legal process. Overseas agents will be utilised where necessary.

**10.15.10** Where a student has an outstanding Tuition Fee debt at the end of an academic year the student will not be permitted to re-enrol on their existing Course in a future year until outstanding Tuition Fees are settled in full.

- a. If by the end of the second week of teaching following the registration period in the new academic year, returning Students have failed to pay the outstanding Tuition Fees in full, those Students:
  - i. will be withdrawn from their Course. Students unable to pay their Tuition Fees can request a leave of absence for an initial period of 12 months. A leave of absence will preserve the academic record of the student for a defined period.
  - ii. Will not be eligible to attend classes or have access to the University IT facilities and the University shall have the right to apply the sanctions described in clause 10.15.
- b. Where a student pays the full outstanding balance before the end of the second week of teaching, it may take up to two working days for systems to update in order for the student to be able to enrol and re-join classes, submit assessments and use all IT systems and platforms. The University has a legal obligation to report any UKVI Sponsored Students that have failed to enrol on their course within a specified time. Once notified, UKVI will begin the process of curtailing the student visa, the University is obliged to withdraw sponsorship and the student will have to return to their home country.

**10.15.11** Students with outstanding Tuition Fees from a previous Course wishing to apply for a new Course at the University will not have their application processed until outstanding Tuition Fees are settled in full.

## **11. Data Protection**

**11.1** The University holds and processes Personal Data in accordance with the Data Protection Legislation. When you apply to study at Ulster University, and whilst you are a student with us, we will collect Personal Data from you.

**11.2** For more information about how we manage data and your responsibilities as an Ulster University Student, please visit our [website](#).

**11.3** The University collects, uses and stores personal information in line with our data-protection policies and procedures. Details of how we handle the personal information and our Data protection Policy can be found at [Ulster University GDPR Policy](#).

**11.4** Detailed information relating to how the University processes the personal data of applicants, students and alumni can be found in our Student Privacy Notice and Alumni Privacy Notice. By accepting our offer, you confirm that you have read the Student Privacy Notice and the Alumni Privacy Notice available at:

- Data Protection: [Data Protection Policy 2023](#)
- Student Privacy Notice: [Student Privacy Notice](#)

## **12. Ownership of Students' Work and Intellectual Property**

**12.1** Whilst you are studying at Ulster University, you may create intellectual property for work that is subject to copyright, patents, trademarks, etc. Subject to clause 14.3 and to the provisions of the [Intellectual Property Policy](#), copyright in materials produced by Students during a Course at the University will reside with the student.

**12.2** The copyright of the thesis produced by a research Student will reside with the student. However, the University reserves the right to retain a copy of the thesis, in written or digital format, in the University Library. However, copyright in reports and other material arising from Contract research may belong to the University or to the funding body depending on the terms of the agreement entered with the University or funding body. Subject to these exceptions, the University does not claim the copyright in theses written by research Students who will be able to transfer to publishers the

copyright of items which they have produced. Provided the copyright in such theses has not been assigned to a publisher and only with the express approval of the research Student, the University may use any theses for non-profit educational purposes such as teaching, research and general use if deemed appropriate subject always to the University's obligation to respect the moral rights of the research Student in relation to such Copyright Material

- 12.3** The ownership of intellectual property is explained further in the [University of Ulster - Copyright policy](#)

## **13. Your Right to Complain**

- 13.1** If you are a registered Student and you have a complaint, you should follow our [Student Complaints Procedures \(ulster.ac.uk\)](#). We aim to resolve any complaints as promptly as possible.

- 13.2** We welcome feedback from all Students and encourage you to contact us to discuss any concerns, problems, or queries as soon as possible, so that we can help to resolve these as quickly as possible.

- 13.3** If you are still not satisfied after formal consideration of your complaint, you can contact the Northern Ireland Public Services Ombudsman (NIPSO) who offer an alternative dispute resolution mechanism.

## **14. Ending the Contract**

- 14.1** Usually, this Contract will automatically end when your award for your Course is conferred to you. However, there are circumstances where either you or we can end the Contract earlier.

**14.2** Following expiry of the Contract in accordance with clause 14.1, you will continue to have access to your University email account for a period of 6 months, following which it will automatically lapse. The University's Policies on privacy and data protection will continue to apply for these purposes.

**14.3 We may terminate this Contract early if:**

**14.3.1** you do not pay your fees in accordance with the Tuition Fees Payment Policy and the Tuition Fee Liability Policy

**14.3.2** you do not meet the conditions of your Offer by the deadlines set;

**14.3.3** you provide information that contains material inaccuracies, fraudulent information, or that significant information has been left out of your application;

**14.3.4** you do not disclose a relevant criminal conviction or police investigation as outlined in 6.5;

**14.3.5** you do not provide satisfactory evidence of the qualifications that you hold before admission onto your Course;

**14.3.6** you do not enrol and register or re-enrol and re-register by any deadlines that we communicate to you;

**14.3.7** you are an international student and you do not have a suitable visa, or your visa is withdrawn, or you do not meet the terms and conditions of your visa;

**14.3.8** If you are a sponsored (UKVI) international student and are subject to disciplinary sanctions such as a precautionary suspension, suspension or expulsion, this may affect your sponsorship and therefore your right to remain in the UK;

**14.3.9** you fail to comply with any special requirements communicated to you;

**14.3.10** you breach any of the University's Policies and Procedures, Protocols and/or Regulations and a decision is taken under the Student Conduct Ordinance that you should be withdrawn or excluded from the University;

**14.3.11** you are studying a professional Course with a specific code of conduct, and you have not met the standards in accordance with Fitness to Practice; see Fitness to Study Policy and Procedure;

**14.3.12** you do not meet the minimum progression requirements as set out in the Ordinance and regulations; and/or

**14.3.13** the University discovers that you failed to disclose a prior expulsion from the University or a live/outstanding Student Conduct Matter when making your application;

## **15. Liability**

**15.1** Whilst we take reasonable care to ensure the safety and security of Students whilst on the University's campus and/or whilst using the University's Services, we expressly exclude liability, for loss or damage to your personal property (including computer equipment and software) except to the extent same is due to our negligence, breach of statutory duty, omission, or default. You are advised to insure your property against theft and other risks.

**15.2** The University will not be liable for failure to perform any obligations under the Contract if such failure is caused by a reason Beyond Our Reasonable Control. In such circumstances, we will take all reasonable steps to minimise the disruption to your studies.

**15.3** Nothing in these Terms and Conditions shall limit the University's liability to you for fraud or wilful deceit or for death or personal injury caused by our negligence.

**15.4** The University will be liable to you for any loss or damage you suffer that is a foreseeable result of our breach of this Contract, or if we fail to carry out our obligations under these Terms and Conditions to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. The University will not be liable for loss or damage which was not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

## **16. Governing Law and General Information**

**16.1** Nobody else has any rights under this Contract. This Contract is between you and Ulster University. No other person will have any right to enforce the terms of this Contract. This Contract does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

**16.2** If a Court invalidates some of this Contract, the rest of it will still apply. Each of the paragraphs of the Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**16.3** In the event of inconsistencies between these Terms and Conditions, and Student Charter, Statutes and Ordinances, Policies, Procedures and Regulations, the documents will take precedence in the following order:

**16.3.1** The Terms and Conditions;

**16.3.2** [INSERT]

**16.4** Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you later. For example, if you miss a payment and we do not remind you, but we continue to provide the Services, we can still require you to make the payment at a later date.

**16.5** Any dispute or claim arising out of, or in relation to, the Contract will be governed by and interpreted in accordance with the laws of Northern Ireland



## Annex A Regulations, Policies and Procedures

You are required as a condition of accepting a place on a Course and Enrolling to abide by the University's Regulations, Policies and Procedures which can be found on the website. These include:

Regulation, Policy and Procedure	Available at
Academic Appeals Guidance	<a href="#">Student Appeals Guidance (ulster.ac.uk)</a>
Academic Misconduct Policy	<a href="#">Academic Misconduct Policy</a>
Acceptable Use of IT Code of Practice	<a href="#">Acceptable-Use-of-Information-Technology-CoP.pdf</a>
Accreditation of Prior Learning Policy	<a href="#">APL Policy</a>
Admissions Policy	<a href="#">Ulster University Admissions Policy</a>
Bullying and harassment (Dignity and Work and Study) Policy	<a href="#">Bullying and Harassment Policy</a>
Complaints Procedure	<a href="#">Student Complaints Procedures (ulster.ac.uk)</a>
Deregistration Policy	<a href="#">Ulster University Deregistration Policy</a>
Equal Opportunity Policy	<a href="#">Equal Opportunities Policy</a>
Extenuating Circumstances Guidance	<a href="#">Extenuating-Circumstances Guidance</a>
Fitness to Study Policy and Procedure	<a href="#">Fitness to Study Policy and Procedure</a>
General Data Protection Regulation Policy	<a href="#">Ulster University GDPR Policy</a>
Ordinance and Regulations	<a href="#">Ordinance and regulations - Ulster University</a>
Privacy Notice	<a href="#">Privacy notice for Ulster University</a>
Safeguarding Children and Adults at Risk of Harm Policy and Procedure	<a href="#">Ulster University's Safeguarding Children and Adults at Risk of Harm Policy and Procedure</a>
Student Conduct Ordinance	<a href="#">Ordinance XLI - Student Discipline Procedure</a>
Student Social Media Policy	<a href="#">Microsoft Word - Student Social Media Policy</a>
Student Substance Use Policy	<a href="#">Student substance use policy (ulster.ac.uk)</a>

Student Support Fund Policy	<u>Student Support Fund Policy 2018</u>
Tuition Fee Liability Policy	<u>Tuition Fee Liability Policy</u>
Tuition Fees Payment Policy	<u>Tuition Fees Payment Policy</u>
Ulster University Regulations	<a href="#"><u>Ulster University Regulations</u></a>
Work Experience – Guide to Good Practice	<u>Work Experience Guide to Good Practice</u>

## Annex B Cancellation Form

**Ulster University**

**Application Cancellation Form**

To Ulster University, Cromore Rd, Coleraine, BT52 1SA

Email: [admissions@ulster.ac.uk](mailto:admissions@ulster.ac.uk)

I hereby give notice that I wish to cancel my contract with the University for a place on the following Course:

Name of Course : \_\_\_\_\_

Campus: \_\_\_\_\_

I accepted the Offer on: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Document Title:	Terms and Conditions
Document Author:	Professor Odette Hutchinson
Responsible Person and Department:	PVC Academic Quality and Student Experience
Approving Body	SLT
Review Date	
Indicate whether the document is for public access or internal access only Indicate whether the document applies to collaborative provision? (Strikethrough text, as appropriate)	<b>Public Access</b>  Internal Access Only  Applies to Collaborative Provision
Summary:	