



**Accompanying Information
and Conditions of Offer**

2016/17

**STUDENT REGULATIONS
AND POLICIES**

uclan.ac.uk/studentcontract

Accompanying Information and Conditions of Offer

Any offer of a place made to you by the University is on the basis that in accepting such an offer you agree to the following terms and conditions, which form part of the contract between you and the University:

Payment of fees

You are required to make at the beginning of the course arrangements satisfactory to the University for the payment of your fees. In the absence, (for each year of your course), of either: financial support via Student Finance England, Wales, Northern Ireland or SAAS or an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part (please see Data Protection statement for disclosures); or a completed discount application form; you will be invoiced by the University for the full amount or remaining portion of your fees for each year of the course.

It is your responsibility to ensure that where applicable, a copy of the appropriate funding documentation as referred to above, is submitted to the Tuition Fee Team at enrolment or as soon as possible thereafter.

If you are self-funding and have to pay your own fees, payment can be made in the following ways:

- Paying [Online](#).
- Paying by credit or debit card over the phone by calling (01772) 89 2183/2205
- Paying at Cashiers on the Ground Floor in Adelphi Building

Tuition Fee Sponsorship (excluding financial support via the Student Loans Company (SLC))

If you are being sponsored, perhaps by your employer, you will need to provide written confirmation to the University. The confirmation is required to be on your sponsor's official letterheaded paper and must include their invoice address, your UCLan ID number, your full name, the title of your programme and the maximum amount that they will pay. Failure to provide this information will result in you being invoiced for the full cost of your fees.

This sponsor letter must be sent as an email attachment, posted or handed in or as shown below:

- Email attachment to: [The Tuition Fees Team](#).
- Post to: The Tuition Fees Team, Student and Academic Support Service, UCLan, Foster Building, Preston, PR1 2HE
- Hand deliver to: The 'i' in the Library.

Student Loans, Student Finance England, Student Finance Wales, Student Finance Northern Ireland and Student Awards Agency for Scotland (SAAS)

We will receive electronic confirmation of the level of tuition fee loan/grant you have been allocated directly from the SLC, therefore you do not need to submit your assessment letter as confirmation.

Total Fees

Please note that the total amount of the tuition fees payable for the duration of your course is set out in the covering email. The items that are included within the tuition fees are set out in paragraph 3 of the Tuition Fee policy – these are the costs that are mandatory for the course to be completed.

The 'Standard Additional Costs' attachment sets out the costs over and above the tuition fees which are optional and/or are costs that do not relate to the course of study. Information on course specific optional costs will follow where applicable.

The University has calculated the total fees payable based on its records of the type and duration of the course you are going to study. If you have any queries about the fees in the covering email or have concerns that they are incorrect, please contact [The Tuition Fees Team](#) immediately.

University Regulations

In accepting an offer of a place at this University, you are agreeing to comply with the provisions of all the University's student policies that apply to enrolled students which are enclosed in a pdf attachment. They are also available on the Student Policies page which can be found on the UCLan website [here](#). The pdf enclosed and the website include a document containing a summary of each policy which sets out important provisions you should be aware of. Key provisions include:

- (a) The University's expectations as regards student attendance, academic due diligence, and academic progress, as set out in the Academic Regulations and Assessment Handbook and in programme handbooks. Failure to meet these expectations may mean that you are not permitted to progress with your course.
- (b) The University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
- (c) The University's rules regarding payment of sums due to the University which can be found in the University's Tuition Fee Policy and the University's MBBS tuition fee policy. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the University will consider all the circumstances of your case.
- (d) The University's disciplinary code, set out in the University's Regulations for the Conduct of Students, which contains the University's expectations of student behaviour. Breach of the Code could result in a disciplinary process which might result in expulsion from the University.
- (e) The University's Fitness to Study Procedures which describe the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- (f) The Fitness to Practise procedures which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion.

- (g) The requirement that applicants to undergo an enhanced Disclosure Barring Service check (organised by the University) and other required checks before they can be enrolled on certain courses. Depending on the outcome of that check, you may not be eligible to enrol on those courses.

The University reserves the right to make reasonable changes to its policies where in the opinion of the University this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a. To review and update the policies to ensure they are fit for purpose;
- b. To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
- c. To incorporate sector guidance or best practice;
- d. To incorporate feedback from students; and/or
- e. To aid clarity or consistency of approach.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.

The updated policies will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

Disclaimers

The University will do all that it reasonably can to provide educational services as described in the prospectus or in other documents issued by it, to appropriately enrolled students. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include:

- (a) industrial action by University staff or third parties
- (b) the unanticipated departure of key members of University staff
- (c) power failure
- (d) acts of terrorism
- (e) damage to buildings or equipment
- (f) the acts of any governmental or local authority; or
- (g) where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.

In these circumstances, the University will 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 delivering a modified version of the same course, but to the full extent that is possible under the general law excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

The University will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin

the course. However, the University will be entitled to make reasonable changes to the course (including to the content and syllabus of the course where developments in the subject area make that necessary, or to the location of the course or the method of delivery of the course) where that will enable the University to deliver a better quality of educational experience to students enrolled on the course. In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme and, if required, reasonable support to transfer to another provider.

The University does not exclude or limit in any way its liability for:

- i. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- ii. fraud or fraudulent misrepresentation.

The University does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

Unconditional Offers

The term 'unconditional offer' is part of the national admissions nomenclature, and relates to the academic conditions of the offer. All other conditions (as detailed in this letter, or within the University Regulations, or communicated to you via UCAS, or at interview) apply.

If this offer is 'unconditional' it has been made on the basis of the academic qualifications you have presented to the University either on your application form or, if you applied during 'Clearing', on the basis of the information you provided to the University via the telephone or the internet. You must provide documentary evidence of the qualifications you have indicated to us and on which the decision to offer a place has been based. The University reserves the right to verify the qualifications with the awarding Institution. This offer, the contract you will enter into by accepting it and membership of the University are subject to the requirement that you hold the qualifications and that the University receives documentary evidence of them. If you fail to meet this requirement, the offer may be withdrawn and your contract with, and membership of, the University may be terminated. Any delay or failure by the University over the exercise of its rights shall not impair or affect the rights or waive the requirement.

Students with Disabilities

The University welcomes applications from those with disabilities and is committed to discharging its duty under the Equality Act 2010 (i.e. where a University provision, criterion or practice puts disabled applicants and students at substantial disadvantage in comparison with those applicants/students who are not disabled, to take reasonable steps to avoid the disadvantage.) Although it is rare, it should be noted that the University will not always be in a position to make adjustments that students request as they may not be reasonable in the particular circumstances e.g. the adjustments may not be practicable or may incur significant expense for the University. Where an applicant/ student has complex needs the University will liaise with the applicant/student and review whether it is possible to make the

adjustments as soon as it can following disclosure of the disability. This review may include an information interview and/or an assessment of need to enable the University to get a better understanding of the applicant's/student's needs and the University's ability reasonably to meet them. The University will confirm the position as soon as possible. Admission or enrolment may be refused or deferred if, following an assessment of need, provision of the adjustments required by the applicant cannot reasonably be provided at that time.

Applicants/students have no obligation to disclose a disability and if they do disclose it, they have a right to request that it remains confidential. It is important for applicants/students however to be aware that if they do not disclose details of their disability the University may be unable to provide the relevant support. Disclosing a disability at a later stage in the process may mean that adjustments cannot reasonably be put in place for the start of your course or in rare circumstances, that the requested adjustments cannot be implemented. If you have a disability and have not declared it, please contact 01772 892593.

For more information please see the University's Disability policy, the Guidance to the Disability policy and the Admissions policy which are attached to this email in pdf form and are also all available at https://www.uclan.ac.uk/students/life/rules_regs.php.

Cancellation Rights

RIGHT TO CANCEL

You have a statutory right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you receive the material information relating to your course for which you have accepted the offer of a place, and which accompanies this Accompanying Information and Conditions of Offer document ("the Material Information").

To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form at the end of the offer letter, but it is not obligatory. The University is very happy for you to just send an email to uclanadmissions@uclan.ac.uk or ia@uclan.ac.uk if you are an international student.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

EFFECT OF CANCELLATION

If you cancel this contract as set out above, the University will reimburse to you all payments received from you.

The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the University's Tuition Fee Policy and MBBS Tuition Fee Policy.

COURSES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD

If your course is due to begin within 14 days of the date on which you receive the Material Information, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's Tuition Fee Policy and MBBS fee policy.

Data Protection

Privacy notice

All of the personal information obtained from you and other sources in connection with your studies at the University will be held in secure conditions and will be used by the University during enrolment, during your course and after you leave the University for a variety of purposes including the administration of all academic records, student and welfare support services (including counselling), careers services and the operation of the University's Codes of Practice and Procedures. In addition the information will be used by the University for research, the compilation of statistics and Alumni administration.

The University may also for a variety of purposes including fraud prevention or detection, or in connection with immigration and nationality, supply this information to outside organisations, such as the Police; Home Office; Foreign Consulates and Embassies; Local Authorities; the Department for Works and Pensions and its Agencies; the Home Office; the Higher Education Statistics Agency (HESA); Examination Boards; other educational establishments or Awarding Bodies and selected plagiarism services including PlagiarismAdvice.org (for which some information is transferred overseas to America). Personal information may also be disclosed to external debt collection or credit reference agencies to assist in the recovery of unpaid tuition fees and other outstanding monies due to the University. Where you are employed by a third party during all or any of the period of your study at the University and the employer has a direct interest in your status as a student at the University (for example your employer is paying for your course), you agree that the University may, without further recourse to you, disclose to your employer information obtained by the University by reason of your admission to the University, your enrolment on and/or your studying towards an award of the University. The information provided to your employer will usually concern your attendance and performance.

The University may also disclose some or all of your personal information to a variety of recipients for the purpose of administering academic provision and associated functions such as the careers service. These recipients include: Partner Colleges of the University; organisations that provide funding and bursaries to students; Local Councils (for purposes connected with your student status that may include the purpose of contacting you about your right to register to vote. Any queries about this inclusion must be addressed to the relevant Local Authority); student sponsors (including the Student Loans Company and other agencies private, public and voluntary that provide student support and individuals or organisations with whom you have entered into an agreement to provide some or all of the costs of study); relevant external professional bodies (including those to whom you apply for membership and to whom the course regulations require that the University provides

information - see details in course handbooks); education/training establishments; potential employers and placement providers (some of whom may be situated outside the EEA); government funding bodies; UCAS; Local and Area Health Authorities; UK Banks; University insurers and HESA.

We will send some of the information we hold about you to HESA. This forms your HESA record, which contains details of your ethnic group and any disabilities you have. For detailed information about the information we provide to HESA and how this information is handled, please see the [privacy notice on the HESA website](#).

We will also send some personal information we hold about you to the Student's Union for membership purposes. You automatically become a member of the SU once you enrol at UCLan. This transfer of information will enable you to make use of the SU's services more quickly and easily and enable it to verify your eligibility to join clubs and societies and vote in elections and to contact you with essential updates. Further information about this transfer can be obtained from the SU if required. If you would prefer that your information is not shared with the SU in this way, please write to the Director of the Student and Academic Support Service, UCLan, to confirm this.

Other Research

From time to time the University may collaborate with Government Funding Agencies to conduct research into the student experience. Any organisation that conducts research on behalf of the University and/or these Agencies will use your details only for the purpose stated and will then delete them.

The University publishes examination results on University noticeboards and in the awards brochure. Full details of this procedure (and how to notify any concerns about this process) can be obtained from the relevant Campus Administrative Service (CAS) Hub.

Where you have disclosed a disability, information you have provided in connection with that disability will be processed by the Disability Advisory Service for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments. Information concerning your disability will be disclosed to other relevant staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified. You have the right to request that information about your disability is not disclosed to such staff and while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

The University will only disclose sensitive personal data (as defined by the Data Protection Act 1998) where there is a legal basis for doing so and always in compliance with the Data Protection Act 1998.

For a general overview of the purposes for which the University processes personal data, please see its entry on the public Register of Data Controllers, available on the Information Commissioner's website at:

<https://ico.org.uk/ESDWebPages/DoSearch?req=53981>

You agree that the University may hold and use the information which you supply to it, for the purposes to which this form relates. Unless you tell us that you object you also agree that the University may retain such information for marketing purposes and may contact you by post, telephone, e-mail and short messaging service with details of and relating to courses and of its other products and services. If you do not want to receive information for direct marketing purposes, please tick the relevant boxes below indicating your preferences. Alternatively,

please email us at cenquiries@uclan.ac.uk to inform us of your preferred means of communication (if any) from the below.

I do **not** wish to receive information for direct marketing purposes, please:

By post

By text message

By email

For a full list of the purposes for which the University processes personal data, please see its entry on the register of data controllers held by the Information Commissioner

<https://ico.org.uk/ESDWebPages/DoSearch?reg=53981>

General

If any provision of the contract between you and the University is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

The University's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.