Terms and Conditions of Offer for 2026 entry

Any offer of a place to study at Aberystwyth University ("the University") is made on the understanding that, by accepting such an offer, you agree to the following Terms and Conditions. These Terms and Conditions form part of the legally binding agreement (the "Contract") between you and the University. If you have any questions or require further information, please contact the Admissions Office: admissions@aber.ac.uk or 01970 622021, or by post: Admissions Office, Aberystwyth University, Penglais Campus, Aberystwyth, Ceredigion, SY23 3FL.

Your Offer

- 1. Any offer of a place on a programme of study with us will be communicated to direct applicants via email. Applicants applying via UCAS will receive notification via UCAS. The offer email (and any additional information from UCAS, if applicable) represent our "Offer". The Offer will include (or direct you to) other important information related to the Offer, including:
 - the programme for which you have been offered a place to study;
 - details of any conditions (both academic or otherwise, including those notified by UCAS), that may apply to your Offer;
 - the location of study, if your Offer relates to a programme delivered offsite (i.e. not in Aberystwyth);
 - details of the tuition fees payable.
- 2. Your place on a programme is only guaranteed once you meet the exact conditions of your Offer, unless otherwise stated in official correspondence from the University.
- 3. If you receive an offer for an alternative programme, you are not obligated to accept it.
- 4. Any requests to change your programme of study, whether during the application stage or upon arrival at the University, are considered subject to availability and meeting the entry requirements for that programme.
- 5. You will be required to reconfirm agreement to these Terms and Conditions at the point you register as a student.

Accuracy of Information

6. By submitting an application to the University, you confirm that all information provided is true, complete, and accurate to the best of your knowledge.

- 7. Providing information that is inaccurate, incomplete, false, or misleading may result in your application being rejected or withdrawn, and your Contract with the University being terminated. We may also refuse to consider any future applications from you.
- 8. You must provide satisfactory evidence of your qualifications and any other conditions stated in your Offer when asked to do so. Failure to meet or continue to meet these conditions, or failure to provide reasonable evidence of having met them, may result in the termination of the Contract.
- 9. The University reserves the right to correct any errors where they have been made in the communication of decisions and offers.

Your Fee Status

- 10. In determining your fee status, the University follows the rules as set by the Welsh government in regulations, including the Education (Fees and Awards) (Wales) Regulations 2007 (as amended), the Higher Education (Qualifying Courses, Qualifying Persons and Supplementary Provision) (Wales) Regulations 2015 (as amended) and any other regulations issued from time to time.
- 11. Your fee status will be classified as either 'Home' or 'International'.
- 12. Your fee status will typically remain the same throughout your studies. However, if you gain 'settled' immigration status part-way through your programme, your fee status may be updated from 'International' to 'Home'. If a reassessment of your fee status is necessary and applied, any changes to fees will take effect from the start of the next academic year. Reassessments will only be conducted in accordance with the applicable regulations in force at the time.
- 13. You have the right to appeal your allocated fee status. Appeals can be made either on the basis that the University's decision does not comply with the relevant regulations, or if new information has become available that may reasonably affect the decision. To appeal, you should contact the Admissions Office, by email at admissions@aber.ac.uk, or by post at: Aberystwyth University, Cledwyn Building, Penglais Campus, Aberystwyth SY23 3DD. The Admissions Office will contact you within five working days of receiving any correspondence. If you are not satisfied with the initial response, you may pursue the matter through our Complaints and Appeals : Study With Us, Aberystwyth University

Your Tuition Fees

- 14. Details of our Tuition Fees are available on our website at: aber.ac.uk/en/study-with-us/fees
- 15. Please note that Tuition fees for Home fee-paying undergraduate students will normally be based on the highest fee permitted by the Welsh Government. Tuition fees for those students may be subject to annual increases, as set out in more detail at paragraphs 20-23 below. Any changes to the Tuition Fee will be communicated clearly and transparently before the start of the academic year to which they apply.

16. If you are self-funding, information on how to arrange payment of your Tuition Fees can be found on our website at: aber.ac.uk/en/study-with-us/fees/student-fees

Tuition Fee Deposits

- 17. If you are required to pay a <u>Tuition Fee deposit</u> to secure your place, that information will be included in your Offer.
- 18. Tuition Fee deposits are subject to the terms and conditions outlined in our International Deposit Refund Policy.

Changes to your Tuition Fees

- 19. The University reserves the right to increase Tuition Fees in accordance with paragraphs 20-26 (inclusive).
- 20. <u>Undergraduate 'Home' Fee Status</u> Undergraduate 'Home' tuition fees are regulated by the Welsh Government under legislation. The University reserves the right to increase Tuition Fees in each year of your programme where there is a change in the amount of fees the University is legally entitled to charge for your studies. Such increases will be limited to the maximum amount set by legislation and are usually liked to inflation. It is the University's policy to charge the maximum regulated tuition fee to reflect increased costs of delivery and to maintain a high-quality student experience. For example, if your Tuition Fees are £9,535 in year one, and the inflation linked increase permitted by the Welsh Government is 3% a year, your Tuition Fees would increase to £9,821 in year two and £10,116 in year three, resulting in a total of £29,472for a typical three-year undergraduate programme. These increases will apply to proportional fees charged for Year Abroad and Year in Industry placements. If we intend to exercise the right to increase Tuition Fees we will notify you as early as possible and in any event by the end of [June] in the academic year before the one in which we intend to increase Tuition Fees. If you are dissatisfied with the proposed increase, you have the right to terminate your Contract with the University.
- 21. <u>Undergraduate 'International' Fee Status</u> Undergraduate Tuition Fees charged at the 'International' fee rate are not regulated by the Welsh Government and will not be subject to an annual inflation-linked increase during your studies. This means the 'International' fee charged in your first year will remain the same level for the duration of your programme.
- 22. <u>Postgraduate Research 'Home' Fees (excluding DProf)</u> Tuition Fees for Home students on postgraduate research programmes are linked to the UK Research Council fee rates and will be subject to annual increases during your studies due to changes in the prevailing rates set by the UK Research Council. The University will notify you of any fee increase as early as possible and in any event by the end of [June] in the academic year before the one in which the fee increase will apply. If you are dissatisfied with the proposed increase, you have the right to terminate your Contract with the University.

- 23. <u>Postgraduate Research 'International' Fees (excluding DProf)</u> Tuition Fees for International students on postgraduate research programmes will be subject to annual inflation-linked increases during your studies to reflect increased costs of delivery and to maintain a high-quality student experience. Fee increases are typically linked to the CPI Index (Consumer Price Inflation Index which excludes owner occupier' housing costs) *plus* 3% [and limited to 8%]. This means that you should budget for an increase of up to [8%] each year for every further year of studies. If we intend to exercise the right to increase Tuition Fees, we will notify you as early as possible and in any event by the end of [June] in the academic year before the one in which we intend to increase Tuition Fees. If you are dissatisfied with the proposed increase, you have the right to terminate your Contract with the University.
- <u>24. Postgraduate DProf Fees</u> Tuition Fees charged for Postgraduate DProf research programmes will not be subject to annual inflation-linked increases during your studies. This means that the Tuition Fee charged in your first year will remain the same for each subsequent year of your programme (where applicable).
- <u>25. Postgraduate Taught Masters Fees</u> Tuition Fees charged for Postgraduate Taught Masters programmes will not be subject to annual inflation-linked increases during your studies. This means that the Tuition Fee charged in your first year will remain the same for each subsequent year of your programme (where applicable).
- 26. Distance Learning Fees Tuition Fees for postgraduate research programmes will be subject to annual inflation-linked increases during your studies to reflect increased costs of delivery and to maintain a high-quality student experience. Fee increases are typically linked to the CPI Index (Consumer Price Inflation Index which excludes owner occupier' housing costs) plus 3% [and limited to 8%]. This means that you should budget for an increase of up to [8%] each year for every further year of studies. If we intend to exercise the right to increase Tuition Fees we will notify you as early as possible and in any event by the end of [June] in the academic year before the one in which we intend to increase Tuition Fees. If you are dissatisfied with the proposed increase, you have the right to terminate your Contract with the University.

Payment of Fees

- 27. <u>How to Pay</u> Tuition Fees for each year of study are payable upon registration at the start of the academic year. Fees must either be paid in full at that time or arranged through a payment plan consisting of 3 instalments by bank card.
- 28. If you have any questions about fees or need further details about payment (including if you are experiencing difficulties paying for your Fees), please contact the Finance Operations team: fees@aber.ac.uk
- 29. If a student fails to complete payment in accordance with these Terms and Conditions, the University's <u>Fair Debt Collection Policy</u> will apply. In such circumstances, the University reserves the right to take all reasonable steps to recover outstanding fees. If you have outstanding Tuition Fees, the University reserves the right to cancel the Contract and terminate the student's registration without refund.

30. Please note that if you have a third party or sponsor paying your Tuition Fees on your behalf, you will be responsible for paying the Tuition Fees due if that third party or sponsor fails to make payment when due.

Additional Fees and Charges

- 31. The academic provision at the University includes certain elements of study that take place away from Aberystwyth. These activities may involve field courses in biological, geographical, and environmental science subjects, as well as visits to theatres, galleries and museums in humanities-based subjects (as illustrative examples).
- 32. The additional costs associated with these opportunities are not included in the annual Tuition Fee, so you should budget for these events accordingly.
- 33. Any mandatory or optional additional costs associated with your specific programme will be set out in your Offer and on the [programme pages] of our website.
- 34. Costs will vary as will the location and duration of the study programme. Indicative costs for each activity can be found on the <u>Additional Fees and Charges</u> pages on our website.
- 35. By accepting your Offer, you agree to comply with the provisions of the <u>Charter, Statutes, Ordinances</u> and Regulations, and other rules and regulations as the University establishes for its students from time to time (together defined as the "Regulations").
- 36. Key provisions and expectations of the Regulations and policies you should be aware of include those outlined in the <u>Academic Quality</u> Handbook and the accompanying Rules and Regulations.
- 37. Failure to adhere to these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion in line with the Student Discipline Procedure contained therein. These include, but are not limited to:
 - <u>Engagement and Academic Progress</u> failure to meet these expectations may prevent you from progressing on your programme.
 - <u>Student Conduct</u> violating these rules could result in an independent internal investigation and the imposition of sanctions, which may include expulsion.
 - Unacceptable Academic Practice violating these rules may result in a disciplinary process, academic penalties and/or expulsion.
 - Payment of Tuition Fees as per our <u>Fair Debt Collection Policy for Students</u>, if you fail to pay money that you owe the University, we reserve the right to withdraw your access to our facilities and/or services where necessary and proportionate.

- Equality and Diversity the University is committed to fostering an environment free from discrimination and promoting a culture of inclusivity, based on dignity, courtesy and respect. All students and staff are required to adhere to our Equality and Diversity standards, which are underpinned by the Equality Act 2010. Any behaviour that contravenes these standards, whether while visiting the University, post-enrolment, or while representing the University, may result in termination of our contract with you
- <u>Fitness to Practice</u> (may include a DBS check) this applies to students enrolled in programmes leading to professional qualifications, those registered with a statutory regulated body, or those requiring a placement. Examples include some schemes in Education, Healthcare Education/Nursing, and Veterinary Science/Nursing
- Disclosure of relevant Criminal Convictions as set out in our <u>Criminal Convictions Policy</u>, you have an obligation to notify the University immediately if you have or receive unspent criminal convictions for relevant offences. For more information, please contact the Admissions Office via the confidential e-mail address: <u>admitdisclose@aber.ac.uk</u>. Once you are a registered student, any declaration should be made to <u>arconf@aber.ac.uk</u>. Failure to declare this information may be deemed a breach of the University's Disciplinary Procedures and penalties may be imposed accordingly. Relevant unspent criminal convictions include:
 - o any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - o offences listed in the Sex Offences Act 2003;
 - o the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - o offences involving firearms;
 - o offences involving arson; and
 - o offences listed in the Terrorism Act 2006.
- 38. The University reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one of the following reasons:
 - (a) to review and update the Regulations to ensure they are fit for purpose;
 - (b) to safeguard academic standards, for example, in response to external examiner feedback;
 - (c) 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;
 - (d) to incorporate sector guidance or best practice;

- (e) to incorporate feedback from students; and/or
- (f) to aid clarity or consistency of approach.
- 39. Any changes will normally come into effect at the start of the next academic year, although some 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 Regulations will be made available on the University's website and may be publicised by other means so that students are aware of any changes.

Right to Study in the United Kingdom

- 40. You are responsible for ensuring you can demonstrate your rights to study in the UK. Applicants from outside of the UK will typically require a student visa before they can enrol on and study a programme at the University. It is your responsibility to ensure you have the relevant visa permission and that you comply with the terms of that visa.
- 41. The University is a registered sponsor under the UK Government's Points-Based Immigration System. This allows us to recruit and sponsor students who are nationals of countries outside of the United Kingdom. The University reserves the right to withdraw Student visa sponsorship and terminate this Contract for any student who does not comply with visa rules and regulations as defined by the Home Office/UKVI.
- 42. If you have any questions or require any further details about visas or immigration, please contact the Compliance Office at: compliance@aber.ac.uk.

Variances to the Programme and Services

- 43. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities for the programme in accordance with the description given to it for the academic year in which you begin the programme. However, the University will be entitled to make reasonable changes to your programme or to related educational and other facilities and services where that will enable the University to deliver a better quality of educational experience to students enrolled on the programme. Reasons for such changes may include:
 - to reflect changes in the law and/or professional, statutory or regulatory body requirements and/or sector regulations;

- to incorporate sector guidance or best practice;
- to reflect material developments in academic teaching, research and/or professional standards or requirements to ensure our programme content and delivery is up to date and relevant;
- in response to student feedback, external examiners' feedback or internal programme review;
- to address unavoidable changes in our academic and/or support staff, for example where key staff have taken extended leave or have left the University;
- to reflect a fall in current or future enrolment numbers;
- where it is no longer financially viable to run a module or programme;
- to reflect any changes to the structure of the academic year, our timetable, facilities, or location and/or method of programme delivery;
- to aid clarity or consistency of approach.

44. Such changes may be to:

- the content and syllabus of the programme;
- the timetable, location and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of programmes, services and facilities; and/ or
- the examination and assessment process.
- 45. Any changes will typically come into effect at the start of the next academic year, although the University reserves the right to implement changes at other times if deemed reasonably appropriate. 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 programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme, move to another programme or, if required, offered reasonable support to transfer to another provider.
- 46. Any changes will be reflected on the University's website and may be publicised through other means to ensure students are made aware of any changes.
- 47. The printed prospectus is accurate at the time of printing. Any changes to the courses offered, or course content, will be made to the relevant course page on our website. Applicants are strongly advised to consult the relevant sections of our website prior to application and acceptance of Offer.

- 48. In exceptional circumstances, there may be instances where the University considers it necessary not to provide a programme, or to merge or combine a programme with other programmes of study where the numbers recruited to it are so low that it is not possible to deliver an appropriate quality of education. If the University decides to take any such action before the programme commences, it will notify you in advance and use reasonable endeavours to assist you to transfer to an appropriate alternative programme at the University or to another provider. In these circumstances, you will be entitled to cancel this Contract providing written notice to the University and be entitled to a refund of any deposit/fees you have paid. For students who have not yet commenced their studies, we will take all necessary steps (including, if applicable, through the UCAS system) to enable you to make an additional choice of programme (either at the University or another institution).
- 49. It is a condition of your Contract that you register at the beginning of each academic year for the duration of your studies with us. The registration process will be communicated to you before the start of each academic year. Failure to register by the deadline given will result in suspension of your access to University facilities.

Circumstances beyond our control

- 50. Occasionally, circumstances beyond the reasonable control of the University may arise, which could not have been prevented even with reasonable care ("Circumstances Outside of Our Control") which mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the programme, related educational and other services and facilities as described. In such cases, the University will notify you accordingly and take all reasonable steps to minimise the impact on the student learning experience.
- 51. If such circumstances necessitate the modification or closure of a programme, we will offer you the opportunity to transfer to another programme within the University, or to withdraw. If you choose to withdraw, we will provide reasonable support to assist you in securing a place at another university.
- 52. If you are not satisfied with steps taken to mitigate such a disruption, you may terminate your Contract with the University and/or make a formal complaint. However, if circumstances arise that prevent the University from minimising disruption to students, neither we nor you will be liable for breach of this Contract, or for failing to comply with its terms. This includes the provision of further tuition or services, payment of additional fees, refunds for fees paid, or any other form of loss or damage.
- 53. Examples of Circumstances Outside of Our Control include (but are not limited to):
- acts of God, floods, earthquakes, windstorms or other natural disasters or severe weather conditions;
- pandemics, epidemics or infectious diseases, and public health threats;
- fires, explosions, or accidental damage;
- acts of terrorism;
- political or civil unrest;

- structural collapses, machinery failures, computer breakdowns, or vehicle malfunctions;
- damage, interruption or lack of access to buildings, facilities, or equipment;
- labour disputes by third parties, including strikes and industrial action of third parties;
- interruptions or failures of utility services, including but not limited to electricity, gas, or water;
- acts, decrees, legislation, regulations, or restrictions imposed by any government or local authority;
- legal or regulatory changes or requirements set forth by accrediting bodies or professional regulators;
- unexpected absences or departures of key staff members, where finding a suitable replacement with the necessary expertise is not reasonably possible;
- insufficient uptake of a programme;
- sanctions imposed by any country.

Students studying programmes delivered by Partner Providers

- 54. This section applies exclusively to students enrolled on an Aberystwyth University programme of study delivered by a delivery partner, hereafter referred to as the "Partner Provider", such as under a franchise agreement or a joint, dual, or double award agreement. Your Offer will explicitly state the identity of the Partner Provider if it is not the University.
- 55. **Partner Provider Agreement:** In addition to your Contract with the University, you will also enter into an agreement with the Partner Provider, hereafter referred to as the "Partner Provider Agreement". The Partner Provider Agreement grants you permission to attend the Partner Provider's premises to pursue your programme of study. The Partner Provider Agreement exists solely between you and the Partner Provider and cannot be enforced by or against the University. The Partner Provider Agreement will govern your relationship with the Partner Provider and outlines its expectations of you while attending its premises for the purpose of study. Your Contract with the University is conditional upon your agreement to the terms of the Partner Provider Agreement and will be terminated if:
 - You do not accept the terms of the Partner Provider Agreement prior to completing registration or re-registration in any academic year;
 - You accept the terms but subsequently terminate the Partner Provider Agreement for any reason; or
 - The Partner Provider lawfully terminates the Partner Provider Agreement for any reason and it is not feasible for you to transfer to the University to complete your programme of study at one of its campuses.
- 56. In addition to the provisions listed, the University reserves the right to terminate its Contract with you if you fail to materially comply with any obligations set out in your Partner Provider Agreement.
- 57. **Fees:** Unless otherwise notified in writing, you are responsible for paying any tuition or re-sit fees directly to the University.

- 58. **Facilities and Resources:** During your programme, access to facilities and resources to support your programme shall be provided by the Partner Provider, and not by the University (in cases where programmes are delivered wholly or partially away from Aberystwyth University's campus). Your access to these services will be governed by the Partner Provider Agreement.
- 59. **Programme Specifications:** Details regarding programme specifications applicable to your programme of study are available online and can also be requested from the University's Admissions Office.

Deferred Entry

- 60. If you wish to defer entry to your programme to the next academic intake, please email the Admissions Office to verify whether this is possible: admissions@aber.ac.uk
- 61. Deferral requests are not guaranteed and by requesting a deferral, you acknowledge that the programme for which you have applied may not be available during the next academic intake. If you defer entry, you also need to be aware that your tuition fees may be different to those set out in your Offer, as the University reserves the right to increase fees annually as set out above. If there is a change in the tuition fees payable for your programme, the University will inform you as soon as possible and in any event, no later than [June] of the academic year before the year in which fees will increase. If you are dissatisfied with any fee increase, you have the right to terminate the Contract with the University.

Disabilities and Learning Support

- 62. The University is committed to providing an inclusive and accessible environment. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your programme.
- 63. If you have a disability, information you have provided in connection with that disability will be processed by Student Support Services once you are issued with an Offer. They may make contact with you to assess what, if any, reasonable adjustments are required. Information about your disability may be given to other relevant staff who would reasonably need to have such information for the purposes of implementing any or all the adjustments identified if you accept the offer.
- 64. We encourage individuals to disclose their disability and support needs and engage in any necessary discussion or health assessments as required by the University at the earliest opportunity. Early disclosure of disability during the admissions process means the University is more likely to be able to implement support before an individual's arrival at the University. Where individuals do not disclose their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after an individual arrives at the University and begins their programme.

- 65. There may be exceptional circumstances where an individual:
 - may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
 - is unable to undertake a programme for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.

Such cases will be assessed by the [Disability Service] and relevant programme faculty on a case-by-case basis.

Data Protection

- 66. In applying to and registering for a programme at the University, you are required to provide personal information. The University is also obligated to collect, process and retain a wide range of information about you during your time as a student, which may include personal data of a sensitive nature.
- 67. Personal information will be held by the University in accordance with the terms of our <u>Data Protection Policy</u> and other relevant legislation. Students studying with a Partner Provider should be aware that their applicant data will be shared with the Partner Provider for admissions purposes. For more information about how the University handles your personal data, please see our: <u>Student Privacy Notice</u>: About Us, Aberystwyth University
- 68. The University is required to submit data to the Higher Education Statistics Agency (HESA) each year to support national statistical analysis. By registering as a student with us, you consent to the University supplying information in accordance with our data processing obligations.
- 69. If you have any questions or require further details about our data processing and data protection policies, please contact the Governance department: infocompliance@aber.ac.uk

General Contractual Information

- 70. The Contract between you and the University includes the following:
 - the information contained in these Terms and Conditions;
 - the terms (including any relevant conditions) contained in the Offer; and
 - the policies and documents referred to in the attached Schedule 1.
 - How to accept our Offer and when our Contract will be formed

- 71. The Contract between you and the University will commence when you accept your Offer. If you apply via UCAS, you can accept the Offer using the UCAS Hub. If you apply via an alternative route, you can accept the Offer by returning the offer reply form included with your Offer email.
- 72. For the avoidance of any doubt, for applicants who submitted their application via UCAS, a Contract will be formed between us when you accept your Offer even if you select us as your "insurance choice".

How this Contract may be ended or suspended

73. Your Contract will automatically end on the end date listed on your student record, or earlier if ended in accordance with the provisions of the Contract.

Our rights to end the Contract and what happens if we end the Contract

- 74. We may end the Contract on notice to you in the following circumstances:
 - You do not meet (or do not continue to meet during your attendance on the programme) any conditions set out in the Offer;
 - You provide us with fraudulent information or information that is untrue, inaccurate, incomplete and/or misleading;
 - You do not register or re-register within prescribed timescales provided to you in advance of each academic year;
 - You fail to comply in a material way with any of your obligations set out in this Contract (including, without limitation, any obligation described in the documents listed within);
 - Following our academic misconduct procedure, disciplinary procedure or other processes, the University determines that you are no longer permitted to continue on your programme;
 - You are found to have committed gross misconduct or found guilty of a criminal offence that is judged to impact on your ability to become or remain a University student;
 - Your behaviour, in our reasonable view, represents a significant risk to the health, safety or welfare of yourself or others;
 - Your continuing registration with the University puts us, or threatens to put us, in breach of any of our legal obligations to comply with UK immigration or other requirements, which may also result in the University withdrawing Student visa sponsorship if you do not comply with visa rules and regulations as defined by the Home Office;
 - You have failed persistently to pay your tuition fees and ignored formal reminders;

- You do not, in the case of being offered a repeat year, confirm your wish to repeat the year by the specified deadline.
- 75. If the University ends the Contract for any of the reasons set out above, you will not automatically be released from your obligation to pay outstanding tuition or other fees due to the University, and you may be liable for the remainder of any fees payable, unless we agree an alternative arrangement with you. Additionally, the following may apply:
- You will no longer be able to attend the University;
- You must return any property belonging to the University as directed;
- 76. There may be instances when the University needs to temporarily suspend your studies and/or this Contract if you are, or are alleged to be, in breach of your obligations under this Contract and the University's Regulations. The University reserves the right to affect such a suspension by providing you with written notice.
- 77. Any notice or other communication made under these Terms and Conditions shall be in writing and addressed to you at the last email or postal address notified by you to the University. Such communication shall be deemed to be properly served if delivered by email, by hand when left at that postal address, or by first class post 48 hours after being posted to that address.
- 78. Until you register with us at the start of your first academic year, you must keep your contact information up to date using UCAS Hub (if applicable), or by informing the Admissions Office (e-mail: admissions@aber.ac.uk, Tel: +44 (0)1970 622021). Once you have registered with us, you are required to maintain your contact information via the University student record.
- 79. If you breach the terms of the Contract and the University chooses not to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, it does not mean that we have waived our rights against you, nor will it imply that you are exempt from complying with those obligations.
- 80. The Contract is between you and the University. No other person will have any rights to enforce any of its terms.
- 81. If any provision of the Contract between you and the University is held to be void or unenforceable in whole or in party by any court order or other competent authority, the Contract shall continue to be valid as to the 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.

Cancellation

Right to cancel

82. You have a statutory right to cancel this Contract without providing a reason. The cancellation period will end 14 days after the date you accept your Offer of a place to study at the University. To exercise your right to cancel, you must inform us of your decision to cancel this Contract by clear statement (e.g. a letter sent by email or post). You may also use the model cancellation form provided at the end of this document, but you are not required to do so.

Cancellation after the statutory cancellation period

- 83. If you cancel the Contract after the statutory cancellation period has ended, the University will not automatically refund payments received from you as you may be liable to pay a part of your Tuition Fees, as set out in the University's Tuition Fee Policy.
- 84. To cancel the Contract after the statutory cancellation period has expired, you must inform the University of your decision in writing. This can be done via email to: admissions@aber.ac.uk. Alternatively, you can use the model cancellation form found at the end of this document, but you do not have to do so.

Programmes that begin with the statutory cancellation period

- 85. If your programme is due to begin within 14 days from the date you accept the Offer of a place at the University (for example, if you have applied through Clearing), 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 may be liable to pay a part of your Tuition Fees to cover the period from the beginning of the University's service to you to the date of cancellation, as set out in the University's Tuition Fees Policy.
- 86. If you are an undergraduate applicant who applied through UCAS, you can decline the offer of a place via UCAS Hub. To cancel your Aberystwyth application or your entire UCAS application, please refer to the guidance on the UCAS website: https://www.ucas.com/undergraduate/after-you-apply/making-changes-your-application-after-you-apply
- 87. If you are holding an unconditional firm place, you must inform us to let us know of your wish to withdraw (or self-release into Clearing). You can do this by emailing the Admissions team at admissions@aber.ac.uk. Alternatively, you can use the model cancellation form found at the end of this document, but you do not have to do so.
- 88. If you are a postgraduate applicant or an undergraduate who made a direct application to study with us, you must inform the University of your decision to cancel this contract in writing. This can be done via email to: admissions@aber.ac.uk. Alternatively, you can use the model cancellation form found at the end of this document, but you do not have to do so.

- 89. If you cancel within the 14-day statutory cancellation period as set out above, the University will reimburse any fees paid (if applicable) without undue delay, and you will not be bound by these Terms and Conditions.
- 90. Any reimbursement will be made using the same means of payment as the initial transaction. If a payment was made by a sponsor or employee, the University will issue the refund to the relevant party.

Complaints and Appeals

- 91. We are dedicated to providing high quality and fair admissions procedures for all applicants. However, we recognise that there may be occasions when an applicant may feel dissatisfied with the University's admissions process or its outcomes. If you wish to make a complaint or appeal in regard to an aspect of the University's admissions service you should consult our <u>Admissions Complaints and Appeals Policy</u>.
- 92. If you wish to make a complaint after you have registered as a student at the University, you should follow the Student Complaints procedure as described in our Academic Quality Handbook at: https://www.aber.ac.uk/en/academic-registry/handbook/
- 93. If you remain unhappy with the outcome following completion of the University's complaints procedure, you may be able to complain to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: www.oiahe.org.uk

Schedule 1

Documents and Policies referred to within these Terms and Conditions:

Policy Document	Where this document can be accessed
University Departmental Handbooks	https://www.aber.ac.uk/en/about-us/departments-faculties/
The University's Rules & Regulations and Information for Students, including:	https://www.aber.ac.uk/en/academic-registry/handbook/

Quality Assurance at Aberystwyth	
Development and Review	
Assessment of Taught Schemes	
Examination Conventions	
External Examining	
Student Support & Representation	
· Research Degrees	
· Collaborative Provision	
Learning & Teaching	
· Academic Appeals	
Student Complaints	
Student Discipline Procedure	
Fitness to practise	
Final Review	
The University's policy on Unacceptable Academic Practice	https://www.aber.ac.uk/en/academic-
Academic Practice	registry/handbook/regulations/
Regulations regarding Intellectual Property and Commercialisation	https://www.aber.ac.uk/en/rbi/strategies-and-policies/

Equality and Diversity	https://www.aber.ac.uk/en/equality/
The University Charter, Statutes and Ordinances	https://www.aber.ac.uk/en/about-us/corporate- information/governance/about-governance/
The University's fees and charges regulations	https:// <u>www.aber.ac.uk/en/undergrad/fees-finance/</u>
Rules concerning use of library facilities	https:// <u>www.aber.ac.uk/en/is/library-services/</u>
Conditions, policy and guidelines concerning the use of IT and network facilities	https://www.aber.ac.uk/en/is/regulations/
Information about Academic Partnerships	https:// <u>www.aber.ac.uk/en/academic-partnerships/</u>
Further information for students	https://www.aber.ac.uk/en/academic- registry/handbook/regulations/student-info/

Model Cancellation Form

Full Name:
Date of Birth:
Application Number:
Programme Code:

I hereby given notice that I wish to cancel my contract with the Aberystwyth University to study a programme commencing in 2026.

Please (select as appropriate):

- Withdraw my offer or cancel my Contract
- Release me into UCAS Clearing