

Prifysgol Aberystwyth / Aberystwyth University

Undergraduate Student Terms and Conditions

(Students Beginning Courses in September 2020)

**Aberystwyth University Undergraduate General Term and Conditions applicable to students commencing courses in September 2020**

These Terms and Conditions apply to the provision of academic and related services to you by Aberystwyth University (the "University") in connection with your undergraduate place on a University programme of study. These Terms and Conditions form part of the contract between you and us, and also incorporate the additional documentation listed in paragraph 1 (the "Contract"). You may enter into additional contracts with the University for other services, such as accommodation or gym membership.

These Terms and Conditions provide important information about the rights and responsibilities of both the University and you under the Contract.

Please ensure that you read these Terms and Conditions carefully before you accept our offer as detailed in our offer letter (see paragraphs 1.09 and 1.10 about how you can accept our offer) sent to you. If you have any questions about these terms and conditions or require any further details, please contact the Undergraduate Admissions Office: [ug-admissions@aber.ac.uk](mailto:ug-admissions@aber.ac.uk) or 01970 622021.

Your Contract with us will be formed when you accept our offer of a place.

The University would like to draw your specific attention to paragraphs 4, 6 and 8 which include important information about our rights to vary the Contract with you (including the Services (as defined below) provided under the Contract), our liability to you and our rights to end the Contract with you.

**1. Introduction and information about our Contract with you and how and when it is formed**

About us

1.1 Aberystwyth University, Penglais, Aberystwyth, Ceredigion, SY23 3FL.

1.2 These Terms and Conditions detail the relationship between the University ("we" "our" or "us") and you.

Our Offer

1.3 We will send to you an offer letter detailing our offer of a place on a programme of study with us, and this offer letter will, where applicable, direct you to the UCAS Track website which also contains important information about our offer to you and, together, the offer letter and the information provided on UCAS Track represent our "Offer". The Offer will set out (or otherwise direct you to other important information related to the Offer) important information about:

1.3.1 the programme you have selected to study, including relevant material information relating to the delivery of the programme (the "Services");

1.3.2 details about the tuition fees payable by you for the duration of the programme (the "Fees");

1.3.3 the duration of the programme, start date and details of where the Services will be delivered;

1.3.4 details of any conditions (both academic, as notified in UCAS Track, or others, as may be set out in the offer letter) that may apply to your Offer (which are in addition to those conditions set out in paragraphs 1.4 – 1.7 (inclusive) below);

1.3.5 details of the academic- related and pastoral services that we will make available to you during your time with us; and

1.3.6 the location of study, where your offer relates to a course delivered offsite (i.e. not in Aberystwyth)

1.3.7 other information that relates to your study with us.

Conditions that apply to your Offer

1.4 In submitting an application to the University you will be asked to declare that the information you have provided is true, complete, accurate and not misleading. If any information is inaccurate, incomplete, untrue or misleading, we may: refuse to consider your application further; withdraw any Offer; or end your Contract (as applicable).

1.5 Our Offer may contain specific conditions and/or requirements for admission onto and/or your continued registration on your programme (whether specified in the offer letter or, where applicable, on UCAS Track). You must provide us with satisfactory evidence of your qualifications, and compliance with any conditions, when asked to do so by us. If you fail to meet or fail to continue meeting any of these conditions, or if you fail to give us reasonable evidence that you have met these conditions, we may end your Contract in accordance with paragraph 6.

- 1.6 It is a condition of your Contract that you register at the start of each academic year for the duration of your study with us. Online registration is available via your unique Student Record account. The process of how to register will be communicated to you prior to the start of each academic year. Registration is mandatory for all students. Failure to register will result in your access to University facilities being suspended, you will not be entitled to receive the Services and we will be entitled to end our Contract in accordance with paragraph 6.

#### Our Contract and what it includes

- 1.7 The Contract between you and us includes the following:
- 1.7.1 the information contained in these Terms and Conditions;
  - 1.7.2 the terms (including any relevant conditions) contained in the Offer; and
  - 1.7.3 the policies and documents referred to in the attached Schedule 1.
- 1.8 We may make changes to the Contract and /or the Services as described in paragraph 8.

#### How to accept our Offer and when our Contract will be formed

- 1.9 The Contract between you and the University will commence when you accept an Offer of a place on an undergraduate degree programme. If you apply via UCAS, you can accept the Offer using the UCAS Track system. By accepting your Offer of a place you are agreeing to abide by the terms and conditions of the Contract.
- 1.10 For the avoidance of any doubt, a Contract will be formed between us when you accept an Offer even in circumstances where you select us as your "insurance choice". Your right to end this Contract is described in paragraph 6.

## **2. Fees**

#### Your Fees

- 2.1 The Fees you are liable to pay in connection with the Services will be set out in your Offer, and these are determined by your "fee status". See paragraph 2.4 below.
- 2.2 Please note that if you have a third party or sponsor paying your Fees on your behalf, you will be responsible for paying the Fees due to us if that third party or sponsor fails to pay us the Fees when due.
- 2.3 Details of how to arrange payment of your Fees is available in the 'Information for Successful Applicants' booklet attached to your Offer, and which is also available on our website.

#### Your fee status

- 2.4 Your fee status will be either 'Home/EU' or 'Overseas' and will be communicated to you as part of our admissions process. You have the right to appeal against the fee status that you are allocated if you disagree with the University's decision. In order to do this, you should contact, in writing, the Academic Registrar, Aberystwyth University, Cledwyn Building, Penglais Campus, Aberystwyth, SY23 3DD. The Academic Registrar will contact you within five working days of receiving any complaint. In the event that you are not satisfied with the initial reply you receive, you should contact, in writing, the Pro Vice-Chancellor (Learning, Teaching and Student Experience), Aberystwyth University, Visualisation Centre, Penglais Campus, Aberystwyth, SY23 3BF. The Pro Vice-Chancellor will endeavour to provide an initial response within five working days. Your fee status will remain in place for the duration of your studies.
- 2.5 Should a reassessment of your fee status be required and implemented, the effect to the fee will be applied to the start of the next academic year of study. Such reassessment will only be undertaken in accordance with the fee status legislation in force at the time.

#### Failure to pay your programme Fees

- 2.6 By accepting an Offer from the University, you agree to pay all Fees when due, including any additional costs and expenses (e.g. mandatory field work, resit examinations), in accordance with our payment terms set out in paragraph 2.3. If you persistently fail to make payments as required, the University reserves the right to end our Contract under paragraph 6.1.11.

### Changes to your programme Fees

- 2.7 The University will be permitted to increase your programme Fees on a yearly basis mapped according to the inflation-linked maximum tuition fee permitted by the Welsh Government. These increases would also apply for the proportional fees charged for Year Abroad and Year in Industry.
- 2.8 For example, if your Fees are £9,000 in year one, and the inflation linked increase permitted by the Welsh Government is 3% per annum, the University will increase your fee to £9,270 in year two and £9,548 in year three (giving a total of £27,818 for a typical three year undergraduate programme).
- 2.9 We will confirm any inflation-linked price increases to you on a yearly basis as soon as they are confirmed by the Welsh Government.
- 2.10 Changes may also apply if the provisions of paragraph 2.6 above apply.

### Questions about your programme Fees

- 2.11 If you have any questions about Fees or require any further details about payment of those fees (including if you are having any difficulties in paying for your Fees), please contact the Fees Office: [fees@aber.ac.uk](mailto:fees@aber.ac.uk)

## **3. Your Statutory Cancellation Right**

- 3.1 You have a legal right to cancel the Contract for any reason at any time within 14 days (the "Cooling Off" period) of the date you accept our Offer. If you cancel within this period the University will reimburse any fees paid (if any), and you will not be bound by these Terms and Conditions.
- 3.2 To cancel your Contract in this way, you must inform the University of your decision to cancel this Contract by a clear statement. You should exercise your right to cancel by informing UCAS or contacting us at [ug-admissions@aber.ac.uk](mailto:ug-admissions@aber.ac.uk). You may use the model Cooling Off form attached at Schedule 2, but you do not have to use this form.
- 3.3 To meet the Cooling Off deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cooling Off period has expired.
- 3.4 We may provide you with Services before the end of the Cooling Off Period if you request us to do so, for example, if you are only applying to us very soon before the start of your first term, but this will not prevent you from cancelling the Contract during the Cooling Off Period. However, if you decide to cancel the Contract once we have started to provide these Services to you, then we will be entitled to deduct from any refund a fair amount to reflect the benefit of the Services you will actually have received until you notified us of your wish to cancel.
- 3.5 If you want to cancel the Contract after the end of the Cooling Off Period, you will only be able to do so as set out in paragraph 6.3.

## **4. University's obligations and our liability to you**

### Our obligations

- 4.1 During the term of the Contract (as described in our Offer) the University agrees to provide you with the Services (including the delivery of the Programme) with all reasonable care and skill and in accordance with the terms of this Contract. Where your programme of study is being delivered by a franchise partner of Aberystwyth University, these services may be performed by the partner on the University's behalf. Please see paragraphs 9 and 10 about how you can raise issues you are experiencing about this Contract.

### What we are responsible to you for

- 4.2 If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract. The University shall not be liable for inability or delay in performing any of its obligations if caused by circumstances beyond its reasonable control. This explicitly includes industrial action.
- 4.3 We do not exclude or limit in any way our liability for:
- 4.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 4.3.2 fraud or fraudulent misrepresentation; or

4.3.3 any other matter which we are not permitted to exclude or limit our liability by law.

## **5. Your obligations**

5.1 During the term of the Contract, you agree the following:

- 5.1.1 to comply with your obligations under this Contract, including the obligations set out in each of the documents listed in Schedule 1;
- 5.1.2 to declare any legal restrictions which may impact on your own studies and/or present a risk to the safeguarding of University staff and students. It is your responsibility to disclose any legal reasons that limit or prevent you entering university property, and/or working with individuals, and/or working with groups, and/or accessing the internet via the University's systems and facilities. Please contact the Academic Registry for more information via the confidential e-mail address: [arconf@aber.ac.uk](mailto:arconf@aber.ac.uk). Failure to declare this information may be deemed a breach of the University's Disciplinary Procedures and penalties may be imposed accordingly;
- 5.1.3 to pay the Fees (and any additional charges including resit examination fees) when due;
- 5.1.4 to work diligently and efficiently;
- 5.1.5 to attend all classes and seminars promptly;
- 5.1.6 to comply with the requirements set out in this Contract;
- 5.1.7 to strive to achieve 100% on time attendance. If you are unable to attend, have to start late or leave early, you must notify your lecturer/tutor accordingly;
- 5.1.8 to attend classes properly prepared – for example by reading any prescribed reading;
- 5.1.9 to submit all assessments and attendance at formal presentations and exams as required to complete your programme;
- 5.1.10 not to disrupt the academic activities of any member of the academic community;
- 5.1.11 not to disrupt the administration and general operation of the University;
- 5.1.12 not to bring the University into disrepute or incur any liability on behalf of the University;
- 5.1.13 not to engage in any criminal activity;
- 5.1.14 not to damage, deface or misappropriate any property of the University, the Students' Union, any other organisation or body of students in the University or any other member of the academic community or employee of the University;
- 5.1.15 not to engage in activity contrary to the University's policy on Equal Opportunity: <https://www.aber.ac.uk/en/equality/about/>;
- 5.1.16 respect copyright in all materials, including those in which copyright lies with the University itself or with its members of staff. Such material (e.g. lecture notes, research notes, publications, recorded lectures) should not be posted to the web without explicit permission from the appropriate member of staff and/or the University Copyright Manager;
- 5.1.17 to comply with the requirements of the AU Code of Practice on Freedom of Speech as outlined in the University Information for Students; and
- 5.1.18 not to encourage, assist or conspire with any other person to act in breach of these rules. Where a student is alleged to have committed a criminal offence, the University retains absolute discretion to decide whether to invoke the Disciplinary Procedure, to suspend its investigations until the matter has been dealt with by the courts, or to leave the matter in the hands of the police.

## **6. How this Contract may be ended or suspended**

Your Contract will automatically end on the end date listed on your student record, or earlier if ended in accordance with the provisions of this paragraph 6.

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

- 6.1 We may end the Contract on notice to you in the following circumstances:
- 6.1.1 You do not meet (or do not continue to meet during your attendance on the programme) any conditions as set out in the Offer;
  - 6.1.2 You provide us with fraudulent information or information which is untrue, inaccurate, incomplete and/or misleading;
  - 6.1.3 You do not register or re-register within prescribed timescales provided to you in advance for each academic year;
  - 6.1.4 Between accepting an offer and starting your programme, there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your programme;
  - 6.1.5 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 in the attached Schedule 1 and those obligations set out in paragraph 5);
  - 6.1.6 You fail to comply with 5.1.4 where you have not received dispensation from the University in accordance with paragraph 6.4 or 6.5
  - 6.1.7 If having followed our academic misconduct procedure, disciplinary procedure or other process, the University determines that you are no longer permitted to continue on your programme;
  - 6.1.8 If you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
  - 6.1.9 Where your behaviour, in our reasonable view, represents a significant risk to the health, safety or welfare of yourself or others;
  - 6.1.10 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 Tier 4 sponsorship if you do not comply with visa rules and regulations as defined by the Home Office;
  - 6.1.11 You have failed persistently to pay your Fees and ignored formal reminders;
  - 6.1.12 You do not, in the case of being offered a repeat year, confirm your wish to repeat the year by the specified deadline.
- 6.2 If the University ends the Contract for any reason set out in paragraph 6.1 above, you will not automatically be released from your obligation to pay the Fees, and you may be liable for the remainder of any Fees payable, unless we agree an appropriate refund with you. In addition, the following will apply:
- 6.2.1 You will no longer be able to attend the University;
  - 6.2.2 You must return any property belonging to the University as directed;
  - 6.2.3 We will be entitled to end, where applicable, your University-managed accommodation contract, or any other contract that you have entered into with the University.

### Your rights to end the Contract and what happens if you end the Contract

- 6.3 You have a right to end the Contract on notice in the following circumstances:
- 6.3.1 if you have selected us as an insurance choice on the UCAS Track system, and you decide to study at your preferred/firm choice institution before the academic year commences. In these circumstances, you will not be responsible to us for any fees and/or associated costs;
  - 6.3.2 where you do not accept any substantial changes made to the Services and/or the Contract in accordance with paragraph 8.11. In these circumstances, you must notify us of this decision by 21st September 2020 and you will not be responsible to us for any ongoing Fees and/or associated costs, but you may not be entitled to any refund of Fees paid up to the date that the Contract ends;
  - 6.3.3 where we are in material breach of our obligations to you under the Contract to provide the Services. In these circumstances you may be entitled to a proportionate refund of any Fees paid from the date of termination;

- 6.3.4 where you are exercising your cancellation rights during the Cooling Off period under paragraph 3, in which case you will not be liable to pay the Fees; and
- 6.3.5 at any other time without reason. If you provide notice of your intention to end the Contract before the start of each academic year, you will not be responsible for any Fees for the remainder of your time with us. If, however, you wish to end mid-way through the relevant academic year, you may be responsible for the Fees for the remaining part of your academic year, and we will discuss with you what level of refund you may be entitled to. However, you may not be entitled to a full refund in these circumstances.

When this Contract may be temporarily suspended

- 6.3.6 There may be times where you need to temporarily suspend your studies for extenuating circumstances, such as illness, or a bereavement. You will need to contact your academic department and/or Student Support and Careers Services if you are experiencing any difficulties which may impact on your ability to continue with your programme. If we agree to suspend the Contract temporarily, we will notify you in writing.
- 6.3.7 There may be times where the University will need to temporarily suspend your studies and/or this Contract in circumstances where you are or are alleged to be in breach of your obligations under this Contract, and the University reserves the right to temporarily suspend your studies and/or this Contract by providing you with written notice.

## **7. Additional provisions if you are an international student**

- 7.1 You are responsible for ensuring that you can demonstrate your rights to study in the United Kingdom. Applicants from outside of the European Economic Area (EEA) or Switzerland will typically require a study type visa before they can enrol and study on a course 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.
- 7.2 The University is a registered 'sponsor' under the Tier 4 Point-Based Immigration system (PBS). This gives us the ability to recruit and sponsor students who are nationals of countries outside of the European Economic Area (EEA). The University reserves the right to withdraw Tier 4 sponsorship for any student who does not comply with visa rules and regulations as defined by the Home Office and end this Contract as specified in paragraph 6.1.10 above.
- 7.3 If you have any questions or require any further details about visas or immigration (including the potential implication of Brexit), please contact the Compliance Office: [compliance@aber.ac.uk](mailto:compliance@aber.ac.uk).

## **8. Our right to vary the Contract and Services**

When we can make changes to the Contract and/or Services

- 8.1 The University will endeavour at all times to keep any changes to programmes to a minimum and to keep you informed appropriately. However, some changes, for example, to programmes or facilities, may become necessary due to legitimate staffing, financial, legal, regulatory and/or academic reasons. This paragraph 8 describes the circumstances when we can make changes, as well as providing you with further information about what to do where we look to make such changes.
- 8.2 The circumstances that we describe in this paragraph 8 are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and programme). Paragraph 8.6 provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in paragraph 8.5.

Changes to pre-contract information

- 8.3 The printed prospectus is accurate at the time of publication. Any changes to the printed prospectus will be made to the online version and applicants are strongly advised to consult the online prospectus prior to application and acceptance of Offer.
- 8.4 There may be times when the University considers it necessary in the context of its wider purposes not to provide the programme, or to merge or combine the programme with other programmes of study. If the University decides to take any such action prior to the programme commencing, then it will use reasonable endeavours to notify you in advance, and you shall be entitled to cancel this Contract by written notice to the University. In these circumstances, you will be entitled to a refund of any deposit/Fees that you have paid to the University.

Changes needed after the Contract has been formed

8.5 We can make changes to our Contract (including to the Services and/or programme):

- 8.5.1 to reflect changes in the law and/or professional, statutory or regulatory body requirements and /or sector regulation;
- 8.5.2 as required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
- 8.5.3 due to placement providers' requirements;
- 8.5.4 to implement technical or procedural changes to our IT systems;
- 8.5.5 to deal with unavoidable changes in our academic and/or support staff;
- 8.5.6 to address and/or to take steps in response to a security threat;
- 8.5.7 to incorporate sector, professional, regulatory or sector body and/or good practice guidance;
- 8.5.8 to assist the effective operation of the University;
- 8.5.9 in response to recommendations or requirements of professional, regulatory or statutory bodies, or in the interests of students and/or staff;
- 8.5.10 in light of student feedback, external examiners' feedback or internal programme review;
- 8.5.11 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;
- 8.5.12 to reflect a fall in both current or future enrolment numbers;
- 8.5.13 to reflect changes to our facilities;
- 8.5.14 to reflect any consolidation of our sites and/or campus;
- 8.5.15 in the interests of health and safety;
- 8.5.16 for any other valid reason.

What type of changes may happen?

8.6 The reasons in paragraph 8.5 above may result in a number of different changes being made by us in response to those reasons. We have set out in this paragraph some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes".

*Minor Changes* (non-exhaustive list of examples):

- 8.6.1 reasonable changes to the timetable for delivery of your programme;
- 8.6.2 reasonable changes to the number of classes/lectures and other teaching activity relating to the programme;
- 8.6.3 reasonable changes to the way we make IT and library services available to you;
- 8.6.4 reasonable changes to the methods by which the programme is delivered and/or assessed;
- 8.6.5 reasonable variations to the content and syllabus of the programme;
- 8.6.6 changes to the immediate location of your programme teaching facilities, provided these are of equivalent quality as those advertised in our literature;
- 8.6.7 additions and/or withdrawals of certain non-core modules on your programme;
- 8.6.8 changes to reading lists to deal with changes in the relevant subject area relating to your programme to ensure the same remains as up to date as possible;
- 8.6.9 procedural changes to our Contract that help improve the same to your benefit;

- 8.6.10 changes to our regulations, codes of practice, policies and procedures listed in the attached Schedule 1.

*Major Changes (non-exhaustive list of examples)*

- 8.6.11 significant changes to the way that we teach, deliver and/or assess a programme, for example, a significant shift in the balance of assessment from coursework to examination across a programme;
- 8.6.12 to make additions and/or withdrawals of certain core/compulsory modules of your programme;
- 8.6.13 changes to the type of assessment of your programme;
- 8.6.14 changes to the title of your award;
- 8.6.15 changes to the title of your programme;
- 8.6.16 to implement more significant adjustments to our programmes;
- 8.6.17 changes to our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- 8.6.18 significant changes to the location or specification of your programme teaching facilities, which could include moving the programme to a different location.
- 8.6.19 to make significant changes to our Contract that help improve the Contract where the same are not to your benefit;
- 8.6.20 A decision to change the "core requirements" of the programme ("core requirements" mean core modules);
- 8.6.21 A decision to merge two or more programmes or similar major restructuring of a degree programme, which means that each of those two or more programmes are effectively withdrawn as stand-alone programmes.

How we will tell you about changes to the Contract and what happens if you do not agree with the changes

- 8.7 For minor changes, we will notify you of any amendments, for example, by updating the online module database, and by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
- 8.8 Any changes will normally come into effect at the start of the next academic year, although a change 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 possible, for example, by giving reasonable notice of changes to regulations before they take effect, or by phasing in the changes, if appropriate.
- 8.9 Any updated regulations will be made available on the University's website and may be publicised by other means so that students are made aware of changes.
- 8.10 For major changes, we will consult with you ahead of the introduction of any change. Student consultation will take place either through the Staff-Student Consultative Committee (SSCC), or with individual students affected by email, with responses to be sent to Student Academic Representatives for a collective discussion at the SSCC, or through a consultation with individual students affected by email requiring agreement by all students. The exact nature of the consultation will depend upon the extent of the proposed changes. Following the consultation process, we will notify you of the relevant change and will provide you with details about how this may impact on your studies with us.
- 8.11 If you do not agree with a major change we make to the Contract, you will be offered the opportunity to end the Contract, and you may be entitled to an appropriate refund of the Fees you have paid to us. We will also seek to offer you a place on an alternative programme at the University as appropriate subject to the details in paragraph 8.14.
- 8.12 If you do not notify us to say that you do not agree with the major change we propose making to the Contract, we will consider that you are happy to proceed on your programme on the basis of the relevant change being imposed.

Withdrawal of a programme

- 8.13 There may also be times where we need to withdraw the programme or to merge or combine the programme with other programmes, if such action is required as a result of one of the reasons set out in paragraph 8.5. This may happen either before you start your programme with us, or during the term of this Contract.
- 8.14 If paragraph 8.13 applies, we will take reasonable steps to seek to offer you a place on an alternative programme at the University as appropriate (subject to availability and you complying with the requirements of admission to and registration on that programme); or (at your request) assist you to join another programme at another institution, and (if appropriate), issue you with a refund of the Fees paid.
- 8.15 Where you have yet to commence your studies, all necessary steps will be taken (including, where applicable, on the UCAS system) to enable you to make an additional choice of programme (at the University or another institution).

#### Changes to your programme Fees

- 8.16 The University will also be permitted to increase Fees in accordance with paragraphs 2.7-2.9 (inclusive).

### **9. Our complaints procedures**

- 9.1 In the event that you wish to make a complaint in regard to an aspect of the University's undergraduate admissions service you should contact, in writing, the Academic Registrar, Aberystwyth University, Cledwyn Building, Penglais Campus, Aberystwyth, SY23 3DD. The Academic Registrar will contact you within five working days of receiving any complaint.
- 9.2 In the event that you are not satisfied with the initial reply you receive, you should contact, in writing, the Pro Vice-Chancellor (Learning, Teaching & Student Experience), Aberystwyth University, Visualisation Centre, Penglais Campus, Aberystwyth, SY23 3BF. The Pro Vice-Chancellor will endeavour to provide an initial response within five working days.
- 9.3 In the event that you wish to make a complaint after you have registered as a student of the University, you should follow our Student Complaints procedure as described in our Academic Quality Handbook at <https://www.aber.ac.uk/en/academic-registry/handbook/complaints/>

#### **Other options available to you if you have a problem with this Contract**

- 9.4 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any student complaint, you may want to contact The Office of the Independent Adjudicator. Further details are available from the OIA web site - <https://www.oiahe.org.uk/>.

### **10. Data Processing**

- 10.1 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 with us, which may include personal data of a sensitive nature.
- 10.2 Personal information will be held by the University in accordance with the terms of the Data Protection Act 2018 and other associated legislation. Successful applicants to franchised study schemes should be aware that their applicant data will be shared with the franchise partner for admissions purposes. Disclosure of any personal information to third parties will be undertaken in strictly controlled circumstances.
- 10.3 The University is required to submit data to the Higher Education Statistics Agency (HESA) each year to support national statistical analysis. In registering as a student with us you agree to the University supplying information in accordance with our data processing obligations.
- 10.4 If you have any questions or require any further details about or data processing and data protection policies, please contact the Information Compliance Office: [infocompliance@aber.ac.uk](mailto:infocompliance@aber.ac.uk)

### **11. Other important terms**

- 11.1 Each paragraph of these 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.
- 11.2 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, and shall be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post 48 hours after being posted to that address.
- 11.3 Until you register with us at the start of your first academic year, you must keep your contact information up to date using UCAS Track, or by informing the Undergraduate Admissions Office (E-mail: [ug-](mailto:ug-)

[admissions@aber.ac.uk](mailto:admissions@aber.ac.uk), Tel: +44 (0)1970 622021). Once you have registered with us, you are required to keep your contact information up-to-date via the university student record system which will be made available to you when you start with us.

- 11.4 If you breach the terms of our 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, that does not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 11.5 The Contract is between you and us. No other person will have any rights to enforce any of its terms.
- 11.6 The Contract is governed by English law. We both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## **12. Students studying Aberystwyth University programmes delivered by Partner Providers**

- 12.1 This clause only applies to students undertaking an Aberystwyth University programme of study which is delivered by a Partner Provider, for example under a Franchise agreement. Your offer will clearly state the identity of the Partner Delivery Provider if it is not Aberystwyth University.

### Partner Provider Agreement

- 12.2 In addition to your contract with Aberystwyth University, you will also enter into an agreement with the delivery provider, hereafter referred to as the Partner Provider Agreement, which allows you to attend its premises to pursue your Programme of Study. The Partner Provider Agreement exists between you and the Delivery Partner only and cannot be enforced by or against Aberystwyth University. That agreement will regulate your relationship with the delivery partner and details its expectations of you whilst attending its premises for the purpose of study under this agreement. Your contract with Aberystwyth University is conditional upon your agreement to the terms of the Partner Provider Agreement and will be terminated in the event that:
- 12.2.1 You do not accept the terms of the Partner Provider Agreement prior to completing Registration or re-registration in any Academic Year;
- 12.2.2 You accept but subsequently terminate your Agreement with the delivery Partner for whatever reason; or
- 12.2.3 The delivery provider lawfully terminates its agreement with you for whatever reason and it is not possible for you to transfer to Aberystwyth University to complete your programme of study at one of its campuses.
- 12.3 In addition to the provisions listed at clause 6, the University has the right to end its contract with you if you fail to comply in a material way with any of your obligations set out in your Partner Provider Agreement with the delivery provider. In such circumstances, the consequences set out at clause 6.2 will apply.
- 12.4 In the event of any conflict between the terms outlined in this agreement and the terms detailed in your Partner Provider Agreement, the terms of your contract with Aberystwyth University shall preside unless an alternative agreement is reached between you, Aberystwyth University and the delivery provider.

### Fees

- 12.5 Unless we otherwise notify you in writing, you are responsible for paying any Tuition or re-sit Fees due directly to Aberystwyth University. Details about how to pay your fees shall be outlined in your Information to Successful Applicants booklet and online at <http://partners.aber.ac.uk>.

### Facilities and Resources

- 12.6 During your course of study, access to facilities and resources to support your programme of study shall be provided by the Delivery Partner and not Aberystwyth University. Your access to these services shall be regulated by the agreement between you and the delivery Partner.

### Programme Specifications

- 12.7 Details of the Programme Specifications applicable to your programme of study are available online at <http://partners.aber.ac.uk> or can be requested from the University's Undergraduate Admissions Office.

## SCHEDULE 1

<b>Policy Document</b>	<b>Where this document can be accessed</b>
University Departmental Handbooks	<a href="https://www.aber.ac.uk/en/departments/">https://www.aber.ac.uk/en/departments/</a>
The University's Rules & Regulations and Information for Students	<a href="https://www.aber.ac.uk/en/regulations/#important-information-for-students">https://www.aber.ac.uk/en/regulations/#important-information-for-students</a>
The University's Award Regulations	<a href="https://www.aber.ac.uk/en/regulations/#regulations">https://www.aber.ac.uk/en/regulations/#regulations</a>
The University's Disciplinary Procedures	<a href="https://www.aber.ac.uk/en/regulations/disciplinary/">https://www.aber.ac.uk/en/regulations/disciplinary/</a>
The University's complaints, appeals and final review procedures	Academic Appeals Procedure: <a href="https://www.aber.ac.uk/en/regulations/appeals/">https://www.aber.ac.uk/en/regulations/appeals/</a> Student Complaints Procedure: <a href="https://www.aber.ac.uk/en/regulations/complaints/">https://www.aber.ac.uk/en/regulations/complaints/</a> Final Review Procedure: <a href="https://www.aber.ac.uk/en/regulations/review/">https://www.aber.ac.uk/en/regulations/review/</a>
Regulations regarding Intellectual Property and Commercialisation	<a href="https://www.aber.ac.uk/en/rbi/staff-students/business/intellectual-property/">https://www.aber.ac.uk/en/rbi/staff-students/business/intellectual-property/</a>
The University's Equal Opportunities Policy	<a href="https://www.aber.ac.uk/en/media/departmental/equalityanddiversity/pdf/Equal-Opportunities-Policy-2016-V2.1.pdf">https://www.aber.ac.uk/en/media/departmental/equalityanddiversity/pdf/Equal-Opportunities-Policy-2016-V2.1.pdf</a>
The University's policy on Unacceptable Academic Practice	<a href="https://www.aber.ac.uk/en/regulations/uap/">https://www.aber.ac.uk/en/regulations/uap/</a>
The University Charter, Statutes and Ordinances	<a href="https://www.aber.ac.uk/en/staff/policy-governance/">https://www.aber.ac.uk/en/staff/policy-governance/</a>
The University's fees and charges regulations	<a href="https://www.aber.ac.uk/en/undergrad/fees-finance/">https://www.aber.ac.uk/en/undergrad/fees-finance/</a>
Rules concerning use of library facilities	<a href="https://www.aber.ac.uk/en/is/library-services/">https://www.aber.ac.uk/en/is/library-services/</a>
Conditions, policy and guidelines concerning the use of IT and network facilities	<a href="https://www.aber.ac.uk/en/is/it-services/">https://www.aber.ac.uk/en/is/it-services/;</a>
Regulations concerning the submission of work for assessment on taught programmes	<a href="https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/">https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/</a>
The University's policy on moderation and double marking	<a href="https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/">https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/</a>
Regulations concerning the procedures the University uses to consider extenuating circumstances in the case of a student's studies	<a href="https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/">https://www.aber.ac.uk/en/academic-registry/handbook/taught-schemes/</a>
Information about courses delivered at partner colleges validated by the University	<a href="https://www.aber.ac.uk/en/collaborative-provision/">https://www.aber.ac.uk/en/collaborative-provision/</a>
University's Regulations for Students	<a href="https://www.aber.ac.uk/en/regulations/student-rules-regs/">https://www.aber.ac.uk/en/regulations/student-rules-regs/</a>
Further information	<a href="https://www.aber.ac.uk/en/regulations/student-info">https://www.aber.ac.uk/en/regulations/student-info</a>

**SCHEDULE 2**

**'Cooling Off' Form**

To [INSERT]

I [\*student name\*] hereby give notice that I [\*student name\*] cancel my contract for the supply of Services:

Application made on: \_\_\_\_\_

Offer accepted on: \_\_\_\_\_

Name of student:

Address of student:

[Signature of student:]

Date