



UNIVERSITY OF HULL

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STUDENT TERMS AND CONDITIONS: ACADEMIC YEAR 2018/19

When you accept the offer of a place on a programme or unit, you enter into a legally binding contract with the University of Hull (“the **University**”) which can only be varied by agreement in writing. In accepting our offer, you accept and agree to be bound by these terms and conditions. Copies and alternative formats may be obtained from Student Support on request (studentsupport@hull.ac.uk).

Remember that the official offer is that which we communicate to you through UCAS or UTT (UCAS Teacher Training), unless you have applied to us directly, in which case it is the official letter that you receive directly from the **University**.

You should read these Terms and Conditions and the linked documents carefully before accepting an offer from the University and again before registering. Please note that as it is not practical to set out the full details of every policy or procedure that may apply to your studies or the services offered by the **University** within these Terms and Conditions you will find a number of links included within them that take you to more detail on specific areas.

During your time as a student the University will use your University email address to communicate with you. Please check your emails regularly to make sure you stay up to date.

Definitions

Offer a conditional or unconditional offer of a place on a University programme of study made to you in writing by the University

Programme the University programme of study or unit(s) on which you have been offered or accepted a place or on which you are registered

Tuition Fee has the meaning set out in condition 3.1

1. Acceptance of your Offer

1.1 Your contract with the **University** and any applicable ‘cooling off period’ will start as soon as the **University** receives your acceptance of its **Offer**.

1.2 You can cancel this contract at any time within the 14 days immediately after your acceptance of the **Offer** (see condition 10), without giving any reason, as long as you do so in writing.

2. Your general obligations

2.1 If you accept the **Offer**, you accept and agree to be bound by and comply with:

- (a) the [Charter](#), [Statutes](#), [Ordinances](#), Regulations, Rules, Policies, Procedures and Codes of Practice of the University, as updated from time to time, including the [Student Charter](#), the [Quality Handbook](#), [Postgraduate Research Code of Practice](#),

[Student Discipline Regulations](#), [UKVI Tier 4 Compliance Policy](#), [Fitness to Study Policy](#), Regulations for the Use of IT Facilities ([Core Regulations](#) and [Guidance Notes](#)), [Library Regulations](#), [Diversity and Inclusion Policies](#), [Health and Safety Policies](#), [Data Protection Policy and Privacy Notice](#), Student Intellectual Property Policy and the [Code of Practice on Freedom of Speech](#).

- (b) the rules and regulations relating to your **Programme**, as found in your Programme Handbooks, Programme Specifications, Module Specifications and School/Departmental Health and Safety Codes of Practice.
 - (c) any eligibility requirements of the relevant professional accreditation and/or regulatory body for your **Programme**.
- 2.2 If your **Programme** requires you to register with a professional, statutory or regulatory body and/or to practice under licence it is your responsibility to ensure that all necessary declarations (including but not limited to criminal records, medical conditions, disabilities) are made to the **University**, both during the admissions process and during your period of study and that you comply with all relevant rules and regulations during your studies and on placement. You are responsible for paying any associated registration or licence fees and maintaining any licences, registrations or consents. The **University** will use its reasonable endeavours to support you in achieving fitness to practice but will have no liability to you if you are declared not fit for practice as a result of your acts or omissions.
- 2.3 Your **Programme** is fully recognised in England and will normally be recognised in other jurisdictions. If you need your **Programme** to be recognised for professional or other purposes outside England, you must satisfy yourself that the appropriate authorities will recognise your Programme before accepting an Offer.
- ### 3. Fees, Deposits and Refunds
- 3.1 All programmes which lead to a University award incur a fee for each academic year of study, including an academic year repeated with or without attendance, with partial supervision, and with or without mitigating circumstances accepted the University (**Tuition Fee**). Your **Tuition Fee** will be determined by your tuition fee status under the *Education (Fees and Awards) (England) Regulations 2007* as amended.
- 3.2 Your **Tuition Fee** includes a charge for tuition, registration, learning resources, examination, assessment and graduation. **Tuition Fees** are set annually and can be found on the **University's website**. They are also set out in the **Offer. Tuition Fees**, research support fees (e.g. consumables) and other fees (e.g. re-examination and repeat study fees) may rise in subsequent years of study. The cost of field trips, sundries or consumables (e.g. research support fees) is often payable separately. Further information on other costs which may be applicable to your **Programme** can be found within the relevant **Programme** specification.
- 3.3 When you accept the **Offer**, you accept that you are responsible for ensuring that you supply the **University** with full and correct information about who will pay your **Tuition Fee**.
- 3.4 If an external organisation other than the Student Loan Company is sponsoring you (paying your **Tuition Fee**), you agree that:
- (a) the **University** may share your personal data, including your academic standing, with your sponsor, without seeking any further consent from you;
 - (b) you remain responsible for ensuring that your **Tuition Fee** is paid; and
 - (c) if your sponsor defaults on any **Tuition Fee** payment arrangement, all outstanding **Tuition Fees** will be transferred to your student fee account for immediate payment.
- 3.5 If a suitable arrangement to pay **Tuition Fee** or **Tuition Fee**-related charges has not been made or you default on any **Tuition Fee** or **Tuition Fee**-related charges payment arrangement, the **University** may restrict your access to library and computing services.

If there are outstanding **Tuition Fee** or **Tuition Fee**-related charges at the end of an academic year, you will normally be prevented from registering for the next academic year until those outstanding **Tuition Fee** or **Tuition Fee**- related charges have been paid or you have agreed an arrangement to pay which is acceptable to the **University**. If you have outstanding **Tuition Fees** or **Tuition Fee**- related charges one calendar month before the date of graduation you will not normally be permitted to graduate.

- 3.6 Applicants who do not fall with Schedule 1 of the *Education (Fees and Awards) (England) Regulations 2007* as amended (**International Students**) applying for full-time study on a postgraduate taught or research programme will be required either to pay a **Tuition Fee** deposit of £2, 000 or to provide formal confirmation of third party sponsorship and/or a **University** scholarship which covers the full **Tuition Fee** in accordance with the **University's** [Tuition Fee Scheme](#) from time to time. The **University** will not issue a Confirmation of Acceptance for Studies (CAS) unless it has received the full deposit amount or an acceptable sponsor letter and/or confirmation of **University** scholarship covering the full **Tuition Fee**. The **Tuition Fee** deposit is normally non-refundable. An applicant who has paid a **Tuition Fee** deposit and defers entry for a year may ask the **University** to offset that **Tuition Fee** deposit against **Tuition Fee** for their year of entry.
- 3.7 You will not be charged a **Tuition Fee** if you fail to register on your **Programme** of study having previously firmly accepted an unconditional offer to do so nor will a **Tuition Fee** be charged if you leave (suspend or withdraw from) your **Programme** within the first three weeks of your initial registration, unless you have paid a **Tuition Fee** deposit to which condition 3.6 applies. If you choose to leave or suspend your **Programme** more than three weeks after your first registration, including at any time during subsequent academic years the **University** will re-calculate the amount of **Tuition Fee** you will be charged on the basis of the date the **University** is formally notified of your intention to change your registration, but you will have no claim to a refund of **Tuition Fee** for the period you were registered during that year.
- 3.8 The **University** may be required to review, amend or withdraw an **Offer** made to an **International Student** as a result of changes imposed or enforcement action taken by the Home Office or by or on behalf of any other government agency. In such circumstances, the **University** will take reasonable steps to ensure credits are properly awarded and may apportion and return part of the **Tuition Fee**.
- 3.9 The **University** may increase your **Tuition Fee** annually in line with the Retail Price Index (RPI-X) and/or at any time to reflect a change in the law or government requirements.

4. Your Programme and Other Educational Matters (including Changes to Programmes)

- 4.1 The **University** prospectus contains an overview of the **University** and the **Programmes** it offers at the time it was published. **Programmes** are subject to review and development on an ongoing basis and changes may sometimes be necessary, for example to ensure that **Programme** content is up to date and relevant or to comply with the requirements of professional or accrediting bodies or as a result of student feedback or external examiner reports. The **University** will normally only make changes where it considers it necessary to do so or in the best interests of students, but occasionally may have to make changes for reasons outside of the **University's** control. **The University** reserves the right to cease to continue to offer any **Programme** in accordance with the remaining provisions of this condition.
- 4.2 A list of the core and optional units that may be available for your **Programme** is in the course information on the **University's** website and in the student handbook that you are given when you register. The **University** does not guarantee that an optional unit will always run or be available to all students. Your choice of units may be restricted by limits on timetabling, staffing or facilities, the number of places on the unit or pre-requisite study requirements.

- 4.3 In return for the **Tuition Fee** the **University** provides you with educational services and facilities to enable you to access the **Programme** and will give you access to reasonable support to help you learn. You agree to play a full and active role in progressing your studies at the **University** and to meet the standards of behaviour and personal responsibility expected of **University** students.
- 4.4 In addition to the **University's** terms and conditions, some **Programmes** may require you to agree to the terms and conditions of other professional bodies, accrediting bodies or relevant third party providers. If there is any conflict between a third party's terms and conditions and the **University's** terms and conditions, the **University's** terms and conditions will take priority.
- 4.5 The **University** will normally only make changes if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources, but the **University** will seek to minimise the impact of any changes on students and any negative impact on student experience. You agree that the **University** may make reasonable changes without giving you notice to ensure you are provided with the best quality of educational experience, including by:
- (a) **keeping Programme content and delivery up to date and relevant.** The **University** may need to make technical adjustments to reflect developments in academic teaching, research and/or professional standards/requirements or to address external examiner or student feedback. The **University** may also need to adjust aspects of the curriculum to ensure it is current and reflects developments in the subject area; to vary methods of assessment, assessment weightings, and the word length of individual assignments; and to adjust learning outcomes and how they are assessed.
 - (b) **change as a result of a programme review.** The **University** regularly formally reviews all of its taught provision in line with national, professional body and regulatory requirements to ensure that the design, academic standards and quality of learning opportunities of **Programmes** remain appropriate to the awards to which they lead, and are informed by reference to **University** regulations and policies, national benchmarks and relevant professional and employment demands. **Programme** review may result in changes to a **Programme** to enhance its quality.
 - (c) **reflecting external change.** The **University** may amend a **Programme** to reflect changes in relevant laws or statutory, regulatory and/or professional body requirements and/or the way in which higher education is regulated.
 - (d) **reviewing and refreshing optional modules/units.** Optional modules/units listed in the prospectus are indicative and may be subject to change. The **University** does not guarantee that an optional unit will always run in any given academic year as this may be dependent on student choice, numbers and staff expertise.
 - (e) **altering the location of a Programme.** The **University** reserves the right to alter the location where a **Programme** is delivered following any campus consolidation to allow the **University** to provide the best facilities and academic provision.

In making any such changes, the **University** will try to keep the changes to the minimum necessary to achieve the required change and will normally notify and/or consult (depending on the nature of the change) affected students in advance.

- 4.6 The **University** will not normally make a significant change to your **Programme** without the written agreement of a majority of those registered on the **Programme** who will be affected by the significant change proposed. A significant change is:
- (a) a change of award or **Programme** title;
 - (b) a change to the availability of or discontinuance of a core part of the **Programme**;
 - (c) a change to the type of assessment for your **Programme** other than one covered by condition 4.5.

If the **University** considers a significant change to be necessary for reasons other than those covered in condition 4.5, it will take reasonable steps to obtain your consent (including where you are an applicant who has accepted an offer and may be directly affected by the change) and will inform you if that change is implemented. If you did not consent to the change and the **University's** implementation of the change causes you exceptional detriment or hardship the **University** will work with you to try to reduce the adverse effect on you or find an appropriate solution. If you did not consent to the changes and remain dissatisfied with them, you will be offered the opportunity to withdraw from the **Programme** and, if required, reasonable support to transfer to another provider. There may be limits or conditions on any offer made to you.

- 4.7 If the **University's** delivery of your **Programme** is disrupted by circumstances beyond its control, the **University** will provide you with as much notice as practicable and will take all reasonable steps to minimise any resultant disruption, for example by delivering a modified version or offering affected students the chance to move to another **Programme** or institution. To the fullest extent it is possible under the general law the **University** excludes liability for any loss and/or damage suffered as a result of such circumstances. Examples of such circumstances include industrial action by **University** staff or third parties; the unanticipated departure of key members of **University** staff or unavoidable specialist staff absence; acts of terrorism or a security threat; damage or interruption to buildings, facilities or equipment; severe weather conditions or the acts of any governmental or local authority.
- 4.8 If the **University** reviews a **Programme** and then decides to close it for future intakes it will make sure that appropriate arrangements are in place until current students have completed the **Programme** and will manage and maintain academic quality and standards and provide appropriate learning opportunities.
- 4.9 If the **University** withdraws a **Programme** that you have applied for or accepted an offer on because the numbers recruited to it are so low that it would not be possible to deliver an appropriate quality of education for students registered on it the **University** will use reasonable endeavours to offer you an alternative arrangement such as a place on a different **Programme** or a refund of your **Tuition Fee** (if already paid) and **Tuition Fee** deposit.
- 4.10 The **University** publishes a [Student Protection Plan](#) which describes events which may pose a risk to the continuation of study along with the types of protective and mitigating actions which the **University** may take should such an event occur. The **University** also publishes a [Refund and Compensation Policy \(Non-Continuation of Study\)](#) setting out the circumstances in which the **University** will refund tuition fees and other relevant costs to students and provide compensation where necessary if the **University** is no longer able to preserve continuation of study for one or more of its students. Both of these documents can be found on the [Key Documents webpage](#).
- 4.11 Registration on the **Programme** gives you membership of the students' union unless you exercise your right under the Education Act 1994 not to be a member. If you exercise that right you will have the same access to premises and facilities and services provided by students' union as a member but will not be eligible to speak or vote in meetings or participate in the election of officers or vote in referenda. For more information see the Hull University Union [website](#).

5. Your personal data

- 5.1 By accepting the **Offer**, you agree that:
- (a) The **University** may process personal and sensitive personal data about you that you have provided to the University or to UCAS (**Information**) on its systems to fulfil its purpose and to meet its legal obligations to you and to funding bodies and government. Your **Information** will be processed under articles 6(1)(c) and (e) of Regulation 2016/680 of the European Parliament as applied by the Data Protection Act 2018 (also known as the GDPR), because processing is necessary for compliance with a legal obligation to which the **University** is subject (article

- 6(1)(c)) and the performance of a task carried out in the public interest or in the exercise of official authority vested in the **University** (article 6(1)(e));
- (b) You will be responsible for accurately maintaining your **Information** whilst a registered student of the **University** (e.g. up to date and accurate contact information) by using the accepted **University** systems from time to time in place;
 - (c) Following graduation, the **University** may continue to store your **Information** (including telephone number, email and postal address data) so that it can share news and updates, promote benefits, services, events and reunions and keep you informed of its fundraising programmes which may involve telephone fundraising in accordance with the [Alumni Privacy Notice](#);
 - (d) The University can share **Information** with external agencies such as **HESA** (higher education statistics), **Office for Students** (regulator for higher education), the **NHS** (for NHS funded programmes), the **SLC** (for student finance purposes), **UKVI** (for those on a Tier 4 visa), the **OIA** (student complaints and appeals) or local authorities (for Council Tax exemption purposes), provided that **Information** is only shared with central government departments and agencies and devolved administrations to enable them to carry out their statutory functions under the Education Act or other Acts of Parliament;
 - (e) If you are required, by virtue of your registration on your **Programme**, to apply for a DBS (criminal records) check and wish the **University** to undertake this check via the DBS Update Service, you will provide authorised **University** staff with your DBS Certificate number and agree that this will be deemed to be informed consent for them to receive information in relation to any criminal records.
- 5.2 Your **Information** may be used in anonymised form for statistical analysis by HESA and by the other bodies named in condition 5.1(c) resulting in publication and release of data to other approved non-statutory users, which may include academic researchers and commercial bodies.
- 5.3 The **University** will use **Information** fairly and store it safely and will not unlawfully disclose it to any other person. You agree that the **University** may process your **Information** in accordance with its data protection policy. You can opt-out of all or specific communication types at any point. The **University** will not share your details with any third party other than as set out in these terms and conditions, the Privacy Notice or with your express consent unless permitted or required to do so by law. Your **Information** will be retained in accordance with the **University's** Retention Policy.
- 5.4 The **University** may publish examination pass lists and/or degree classifications. If you do not wish your results to be published in this way, you must notify the Director of Student Services stating your reasons in writing by no later than seven days before you complete your examination or assessment. Your reasons will be considered and, where it is felt that publication of your results is likely to cause substantial damage or substantial distress and that this would be unwarranted, publication will be withheld.
- 5.5 As a data subject, you have the following rights in relation to **Information** held about you:
- (a) The right to be informed through the provision of fair processing information by the **University**;
 - (b) The right of access to your personal data;
 - (c) The right to rectification of inaccurate or incomplete information;
 - (d) The right to erasure of your data (deletion or removal) where there is no compelling reason to continue to process it;
 - (e) The right to restrict processing of their data;
 - (f) The right to portability where you can obtain and reuse your data for your own purposes across different services; and
 - (g) The right to object to how your data is processed.
- 5.6 To exercise the rights set out in condition 5.5, you should write to the Data Protection Officer, University of Hull, Venn Building, Hull, HU6 7RX. Alternatively, if you wish to

lodge a complaint in relation to the way the **University** has handled your data, please visit www.ico.org.uk.

- 5.7 If you accept an unconditional **Offer** or meet the terms of a conditional **Offer**, the **University** will share some of your **Information** (for example your full name, date of birth, student number, email address/es and your **University** username (once allocated) with Hull University Union on the condition that it is only used in accordance with Hull University Union's [Privacy Notice](#). If you do not wish to share your data in this way, you must notify us within 10 days of accepting an unconditional place at the **University** by emailing infocompliance@hull.ac.uk, quoting your full name, student number putting DATA SHARE-OPT OUT in the header of your email.

6. International Students and UKVI Tier 4 Compliance

- 6.1 The **University** is licensed by the UK Home Office under Tier 4 of its Points Based System to act as a sponsor of **International Students** for visa purposes, and has specific duties and responsibilities to UK Visas and Immigration (**UKVI**) which it must discharge under the terms of its licence. If you are an **International Student** you must comply with all UKVI requirements and any **University** policy relating to UKVI Tier 4 compliance and the discharge of **University** duties and responsibilities under the licence.

- 6.2 You are expected to assist the **University** in discharging its Tier 4 compliance responsibilities by cooperating with all reasonable requests for information and/or documentation. The **University** will take action against any **International Student** who fails to cooperate within a reasonable timescale with such requests for information and/or documentation. If you are an **International Student**, the **University** reserves the right to restrict your access to library and computing services until you provide the information requested, or to de-register you from your **Programme** if you do not cooperate or are unable to provide the information and/or documentation that would satisfy the **University's** Tier 4 compliance responsibilities.

- 6.3 If you are an **International Student** and you fail to comply with this condition or the **University** has reasonable grounds to suspect that you fail to:

- (a) comply with the conditions of your Tier 4 visa; or
- (b) hold current leave to remain in the UK which allows you to study on a **University Programme**;

or if you are otherwise deemed to be endangering the **University's** Tier 4 sponsor licence, the **University** reserves the right to administratively suspend or withdraw you from your **Programme**, in order to protect its Tier 4 sponsor licence.

7. Intellectual Property

- 7.1 Intellectual Property ("**IP**") means any idea, invention, method, discovery, secret process, design, trade or service mark, copyright work (including computer software and all data and other information relating thereto), database rights, trade secret, confidential information, or any similar process, right or information.

- 7.2 **IP** you create during your studies or research will normally belong to you unless:

- (a) you receive a **University** studentship in which case **IP** ownership will be determined by the terms of that studentship agreement;
- (b) you receive a bursary from, or have your fees paid or subsidised by, a sponsor in which case **IP** ownership will be determined by the terms of the arrangement between you, the **University** and your sponsor;
- (c) you generate **IP** which builds upon existing **IP** generated by the **University** or is jointly invented with **University** employees or associates in which case you will be required to assign such **IP** to the **University** and will be entitled to a share of any revenue generated by that **IP** in accordance with the **University's** policy from time to time;
- (d) you generate **IP** which builds upon existing **IP** owned by a third party or is jointly invented with third party and/or **University** employees or associates, in which case you will be required to assign such **IP** to the third party or the **University** and

- will be entitled to a share of any revenue generated by that **IP** in accordance with the **University's** policy from time to time; or
- (e) you are an employee of the **University** and developed the **IP** in that capacity.

- 7.3 If during the course of your studies or research you have access to confidential information belonging to the **University** or a third party, you agree that you will only use that confidential information in connection with your studies or research and on such terms and conditions as have been agreed and notified to you and you will not without the prior consent of the **University** or the third party to whom it belongs disclose such confidential information.

8. Complaints

If you want to complain about your **Programme** or the facilities and services provided by the **University** you should do so under the [Student Complaints Regulations](#) unless your complaint is about our recruitment or admission process, in which case visit Section J of the Quality Handbook on the **University's** website for further information.

9. Other Contractual Arrangements

- 9.1 You may have other contractual arrangements with the **University**, such as arrangements for accommodation or other non-educational services that you use while you are a student. These terms and conditions will not apply to those arrangements which will be covered by separate agreements and contractual terms.
- 9.2 If you are studying at one of the **University's** associated institutions, the student agreement is between you and that institution, but some of the **University's** procedures will apply to you, as set out in that agreement.
- 9.3 You may also have other contractual arrangements with other organisations, such as a sponsor or funder, the NHS if you are on an NHS professional course, the Student Loans Company, accommodation providers or others. You must make sure that you understand these separate arrangements.

10. Cancellation Rights

- 10.1 You can cancel your contract with the **University** within 14 days from the day you accept the **Offer** without giving any reason by making a clear statement (e.g. a letter sent by post or e-mail to admissions@hull.ac.uk) (14 day cooling off period). You may use the Model Cancellation Form to do this but it is not obligatory. 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.
- 10.2 If you cancel your contract as described above, a **Tuition Fee** will not be incurred and the **University** will reimburse all payments received from you in respect of the cancelled contract except where you have asked the University to carry out a search with the Disclosure and Barring Service to let you start your **Programme** before the end of the cancellation period. Reimbursement will be made without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment unless you have agreed otherwise and you will not incur any fees as a result of the reimbursement.
- 10.3 **International Students** holding a Tier 4 student visa who withdraw under this condition will be reported to the UKVI and have their visa curtailed.

11. Third Party Rights

No third party has any rights to enforce any of these Terms or any term of your student contract.

12. Law and Jurisdiction

These terms and conditions are governed by English law and the Courts of England have exclusive jurisdiction.

13. Changes to Policies, Regulations, Codes and Other Information

- 13.1 The University may need to make changes to the other information it has given you, such as the policies, regulations and codes, but will normally only make such changes if the overall effect is either neutral or advantageous to students. Negative changes may sometimes be unavoidable because of unforeseen issues such as changes to legislation or regulatory requirements, but the **University** will seek to minimise the impact of any changes on students and any negative impact on student experience.
- 13.2 You agree that the **University** may make such changes without seeking your express consent provided that (i) the student union have been consulted either directly or through representation on the Committee or other similar body determining the change and (ii) you have been notified of the change before it takes effect.

Contact Information

Queries relating to these terms and conditions (*including reporting broken links*):

Solicitors Office
University of Hull
Cottingham Road
Hull, HU6 7RX
United Kingdom

studentcontract@hull.ac.uk

General queries or information:

Ring +44(0)1482 346311 or [click here for our website](#).