Terms and conditions of offer

When you accept an offer of a place at the University of Surrey (referred to below as "the University", "we", "us" and/or "our"), you are entering into an agreement with us under which the University is agreeing to provide you with a place on a programme of study at the University, subject to meeting any conditions of the offer. You are also agreeing to comply with our <u>Charter</u>, <u>Statutes</u>, <u>Ordinances</u>, <u>Policies</u> and <u>Regulations</u>.

The regulations and policies cover, among other things: payment of fees; attendance at classes; submission of work; attendance at examinations; student discipline; complaints procedures; freedom of speech; and equal opportunities policies. Please read them before you accept your offer of a place to ensure that you understand the commitment you are making. Please also be aware that our Charter, Statutes, Ordinances, Policies and Regulations may change from time to time but such changes will not materially change the nature of the services the University provides to you.

Upon registration at the University prior to commencement of your programme, you will enter into a further contract with the University, which will supplement the terms set out in this document and apply throughout your studies at the University. In the event of any inconsistency between the terms of this contract and the terms of any contract which you enter into upon registration, the terms of the latter shall take priority.

Your right to cancel

Once the University has made you an offer of a place on a programme, setting out any conditions associated with the offer, and you or your appointed representative have accepted it, you have entered into a legally binding agreement with us. If you want to withdraw from this agreement and cancel your acceptance of an offer, you must notify us within 14 days of the date that you accepted the offer ("Cooling-Off Period"):

- For applicants applying to the University through UCAS, this means 14 days from the date that you / your appointed representative accepted the offer as your firm or insurance choice in UCAS Track.
- For applicants applying directly to the University, this means 14 days from the date when you / your appointed representative accepted your offer in Surrey Self-Service.

If you pay a deposit to firmly accept your offer within the Cooling-Off Period, and subsequently decide to cancel your acceptance within the Cooling-Off Period, you will receive a full refund via the original payment method. The timeframe for the refund will vary depending on the method of payment originally used but will typically take 14 days.

You must let us know of your decision to cancel the acceptance of your offer. You can do this in Surrey Self-Service. If you are requesting a refund of a deposit paid in the Cooling-Off Period, please email admissions@surrey.ac.uk.

Our right to withdraw your offer

The University reserves the right to withdraw an offer of a place in the following circumstances:

- You do not meet the academic conditions of your offer;
- You do not meet other non-academic conditions required for entry to your specific programme(s). For some programmes applicants are required to undertake Disclosure and Barring Service (DBS) and/or Occupational Health checks. All such additional non-academic requirements are set out on the individual programme webpages;
- Due to relevant spent and/or unspent criminal convictions, you are assessed as not being suitable at the present time to be admitted as a member of the University community, or are subject to restrictions which would prevent you from participating in or completing your chosen programme of study, or would restrict you from engaging in University life. You are therefore required to disclose such spent and/or unspent relevant convictions to us on accepting our offer, so that these can be considered. Please see the <u>Criminal Convictions Policy</u> further details;
- After applying to us, if you fail to comply with the University's Charter, Statutes,
 Ordinances, Policies and Regulations and/or you behave in a way that, in the
 reasonable view of the University, might bring the University into disrepute, or is
 incompatible with the behaviours expected of our University community, particularly
 those referred to in our <u>Dignity at Work and Study Policy</u>. By way of example, this
 might include behaviour: while visiting the University, or attending a University
 event; in correspondence with us; towards current or prospective students; and/or
 on social media;
- You fail to provide information requested of you, or provide incorrect or fraudulent information;
- Where all available places on a programme have been filled (if a deposit has been received, this amount will be refunded in full);
- You are refused ATAS clearance;
- You are not eligible to obtain a visa to study in the UK or such visa is cancelled or withdrawn;
- You fail to register by the latest registration date (typically within 2 weeks of the start of an undergraduate or postgraduate taught programme, or within 1 month of a postgraduate research programme).

Declaration of criminal convictions

Having a Relevant Criminal Conviction (as defined in the <u>Criminal Convictions Policy</u>) will not usually prevent you from gaining admission to the University. In reaching decisions on those with a Relevant Criminal Conviction, the University will consider not only its own responsibilities and duties (including but not limited to its responsibilities and duties towards other students and staff) but also your well-being, any restriction on your ability to fully engage with your programme of study and/or student life, and the University's ability to provide appropriate support arrangements.

On firm acceptance of an offer (firm acceptance at UCAS, or payment of a deposit / providing satisfactory evidence of sponsorship), all applicants will be asked to declare any unspent Relevant Criminal Convictions. Applicants to Regulated Courses (as defined in the <u>Criminal Convictions Policy</u>), may have been asked to declare any spent and unspent Relevant Criminal Convictions as part of their UCAS or University online application. Even if you have already declared any spent and unspent Relevant Criminal Convictions on your application, all applicants to Regulated Courses will be required to declare this information on firm acceptance of an offer.

As part of the Online Registration process prior to enrolment, all applicants will be asked again to declare if they have any Relevant Criminal Convictions. You must notify the University of anything that has changed since the declaration made to the University following firm acceptance of the offer.

A failure to disclose any Relevant Criminal Convictions is taken seriously and could result in: the withdrawal of your offer; or the termination of any subsequent registration in accordance with the Student Disciplinary Regulations or Regulations for Fitness to Practise.

If you have a Relevant Criminal Conviction and/or are unsure whether a criminal conviction is a Relevant Criminal Conviction, you should obtain further advice from appropriate bodies.

Please see our <u>criminal conviction webpage</u> for full details.

The programme

With the exception of Distance Learning programmes it is expected that the teaching of your whole programme shall primarily be conducted at the University of Surrey, Guildford, not including any placement or study abroad activity that you may undertake. In exceptional circumstances, the programme may be delivered at another location in Guildford. If you are a collaborative student, your location of study will be as determined in your collaborative agreement.

The University will aim to deliver your programme so that it closely matches the way in which it has been described to you by the University in print, online, and/or in person, especially at the point at which you accept your offer. However, it is important to realise that in some circumstances we may change aspects of your programme.

The University undertakes a continuous review of its programmes, services and facilities to ensure quality enhancement. The University is also largely funded through public and charitable means and is required to manage these funds in an efficient and cost-effective way for the benefit of the whole of the University community. Circumstances outside of the University's reasonable control may also arise from time to time which may affect the University's programmes, services and facilities. The University, therefore, reserves the right if it considers it to be necessary:

- to make reasonable variations to the content and syllabus of programmes of study (including in relation to placements);
- to suspend or discontinue programmes of study or to combine or merge them with others;
- to make reasonable alterations to the timetable, location, number of classes, content or method of delivery of programmes of study and/or assessment processes.

Our programmes are delivered within an enthusiastic, academic community, by staff who are actively engaged in research. In this context, we might alter the curriculum so that our students can learn from the latest academic research. We also value student feedback and provide regular opportunities for our students to comment on the content of their programme. In response to this feedback, and in dialogue with current students, we may alter the curriculum. Other circumstances which may lead to programme changes include (but are not limited to):

- staff changes, which can lead to new modules being offered, modules being
 withdrawn, or a change to who teaches the programme. For Postgraduate Research
 students, in the event the principal supervisor or co-supervisor named in the offer
 leaves the University, we will make all reasonable efforts to find a suitable
 replacement. If it is not possible to source a replacement we will endeavour to
 support students to seek an alternative opportunity elsewhere;
- changes made in response to new requirements from external professional, statutory or regulatory bodies;
- changes to applicable laws; or
- changes to the way in which universities are funded, which might lead to changes in the availability of some student services, for example.

The following changes to your intended programme of study (if any) will be communicated to you in either the February, May or July (dependent on when the change has been confirmed by the University's Board of Studies) before the commencement of the relevant academic year in which you will begin the programme:

- programme name change;
- new awards or change of existing award (e.g. BA to BSc);
- addition of new pathway(s);
- change to mode of study;
- removal of a core or compulsory module (whether a module is core or compulsory will be defined on the relevant course page on the University's website);
- introduction of a new core or compulsory module;
- change to a module classification from optional to core or compulsory;
- significant reduction in the number of optional modules;
- introduction of a pre-requisite or co-requisite module (whether a module is prerequisite or co-requisite will be defined on the relevant course page on the University's website);
- introduction of out-of-semester programme delivery; and

 introduction of, or change to, the teaching location such that teaching takes place at a venue other than the University.

It would be atypical for any changes to be made during an academic year. However, this might be necessary in exceptional circumstances which will be considered on a case-by-case basis. Any in-year changes will be communicated to all students affected and, where possible, students will be consulted beforehand. Examples of exceptional circumstances in this context include (but are not limited to):

- where the only staff subject-expert has left the University, meaning there is no-one to carry on the delivery of a module's content;
- a professional, statutory or regulatory body requirement that must be implemented with immediate effect; or
- where a programme is in breach of the University's regulations.

Where we have made an offer for an advertised programme, we will only suspend or withdraw that programme in exceptional circumstances. These could include, for example, the departure of a key member of academic staff or unexpected circumstances that render essential teaching facilities unusable. Programmes may also be suspended where the demand from applicants in any academic year makes them unviable to run. In the unlikely event that we have to suspend or withdraw your programme, we will inform you or your appointed representative at the earliest opportunity and make all reasonable efforts to provide a suitable alternative. We will not withdraw or suspend a programme commencing in September/October after the 5th August other than in exceptional circumstances beyond our control. Programmes that commence at other points in the academic year will not be suspended or withdrawn less than 2 months prior to the start date, other than in exceptional circumstances beyond our control. If we do have to withdraw or suspend your programme after you have made a deposit payment, you will be entitled to a full deposit refund.

We will contact you or your appointed representative using the email address you provided on your application and explain the options open to you if you have any queries or concerns about the changes.

For up to date programme information see:

surrey.ac.uk/undergraduate

surrey.ac.uk/postgraduate

surrey.ac.uk/postgraduate/research

Application fees

No application fee is required by the University but there is an audition fee for some undergraduate and postgraduate taught programmes offered by our Guildford School of

Acting. Where an audition fee payment is required, details can be found on the individual programme web pages.

Deposits

If you are firmly accepting a postgraduate offer of admission, you are required to pay a <u>deposit</u> of £2,000 towards your tuition fees. If the total fee for the year is less than £4,000, you are required to pay at least 50%.

If your fees will be paid by a sponsor, you will be required to provide us with valid sponsorship information that covers the period of your study in order to firmly accept your offer.

If you have applied to study for a pre-sessional programme you are required to pay a deposit of 10% of the pre-sessional tuition fee to firmly accept your place. The full fee is due at least 4 weeks prior to the start of the programme.

Tuition fees

Your offer letter details the applicable tuition fees due for your first year of study. Any discounts or fee waivers may not show at the point of offer as these may depend on you meeting specific conditions.

Our <u>tuition fees</u> are reviewed and approved annually by the University of Surrey Executive Board. Students are liable to pay fees in respect of the whole academic session from the commencement of the programme, and are liable to pay revised fees annually for the duration of the programme. If you need to repeat any module with attendance during the course of your study, you will be charged a per-module fee.

Fees for UK students on undergraduate programmes: The University will apply annual regulated increases in the fee rates as set by Government each year, in order to maintain the same value in real terms.

Fees for EU students on undergraduate programmes: While the UK is part of the EU, the University will apply annual regulated increases in the fee rates as set by the Government each year, in order to maintain the same value in real terms. Once the UK has left the EU, the fees rules may change and the University is bound to comply with applicable legislation.

Fees for International students on undergraduate programmes and for all postgraduate taught programmes: Annual fees will increase by four per cent (4%) for each subsequent year of study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.

Fees for International students on undergraduate programmes with an integrated foundation year: The programme fee for year 0 will match the lowest year 1 overseas fee

rate from across the substantive programmes for that year of entry. Students subsequently progressing into year 1 will be liable for the same fee as overseas students joining at year 1 for the same programme in that year. Annual fees after year 1 will increase by four per cent (4%) for each subsequent year of study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.

Fees for postgraduate research (PGR) students: In the first year of study, PGR students pay a proportionate fee depending on entry point. As a September/January/April/July starter, the fee is 100%/75%/50%/25% (respectively) of the full academic year fee. The University charges the Research Councils UK (RCUK) maximum studentship fee to full-time postgraduate UK and EU research students. Annual fees for international students will increase by four per cent (4%) for each subsequent year of study, rounded up to the nearest one hundred pounds (£100), subject to any overriding applicable legislative requirements.

Some postgraduate research degree programmes charge a Research Support Fee (also known as a "bench fee") in addition to the tuition fee. The Research Support Fee is charged to cover additional costs incurred by the academic department to support your research, such as consumables, materials, additional specialist training and trips. These costs are not covered by the tuition fee. The Research Support Fee is calculated on a case-by-case basis depending on the nature of the research project and is independent from your tuition fee obligations. Any Research Support Fee applicable is detailed in your offer letter. Students or sponsors should contact the academic supervisor directly for information on the specific breakdown of what their Research Support Fee covers.

If you are studying on a programme which contains a Professional Training Year (PTY), there will be a reduced fee for the academic year in which you undertake your placement. This is normally determined 12 to 18 months in advance, or once Government policy is determined.

Fee payment

If your fees will be paid by a sponsor, you must/will be required to provide us with valid sponsorship information that covers the period of your study.

Students in receipt of an undergraduate tuition fee loan will have their fees paid by the Student Loans Company in line with their schedule.

International students and UK/EU students who have not taken out a tuition fee loan, are required to pay their fees either in full at the beginning of the academic session or in 2 instalments as follows: 50% payable 10 days after the invoice date (expected to be early October of each academic year), and 50% in January of the same academic year. The exact date(s) will be detailed on the invoices.

Postgraduate students in receipt of a Postgraduate Loan from Student Finance Northern Ireland will have their fees paid by SFNI in line with their schedule but will remain liable for the excess where applicable.

For postgraduate students in receipt of a Postgraduate Loan from Student Finance England or Wales, please note this loan is not deemed as "sponsorship" and you remain liable for payment of your tuition fee invoice.

Any non- or late payment of fees will be dealt with in accordance with our <u>Student Fee and</u> <u>Debt Management Policy</u>.

Policies relating to the payment of tuition fees and tuition fee deposits are set out in our Student Fee and Debt Management policy and our Tuition Fee Policy.

We encourage all applicants and students to print a copy of the tuition fee regulations for their records.

Fee liability

As you may be aware, all students attending university in the United Kingdom are assessed as either 'home' or 'overseas' for the purposes of tuition fee liability. There is a considerable difference between the 'home' and 'overseas' fee levels, so it is very important that we get every assessment right. In most cases, we can classify a student on the basis of information contained on their application. However, when this is not possible, we ask the applicant to complete a Fee Assessment Questionnaire, which will give us the information we require to assess their fee status quickly and accurately.

We determine the level of tuition fees that you will be charged for attending a programme at the University in accordance with applicable UK legislation and other applicable rules and regulations and in line with the guidelines provided by the UK Council for International Student Affairs (UKCISA, www.ukcisa.org.uk).

Your fee status will be assessed before the start of your studies and will normally apply for the duration of your programme even where your circumstances subsequently change. The circumstances in which fee status may change during your programme are described in UKCISA guidelines. Please note: we reserve the right to re-assess and amend your fee status if we receive information after your initial fee status assessment that was not provided at the time the assessment was made or information you previously provided which was relevant to your fee status assessment was inaccurate.

Additional costs

Tuition fees cover the cost of teaching provision. Throughout the duration of your studies it is likely that you will incur <u>additional costs</u> related to your degree. For example, some of our programmes (particularly those with a practical element) may require you to pay for clothing, materials, field courses, special equipment or bench fees.

You will also need to cover the cost of your general living expenses, such as the cost of your accommodation, food, travel, etc. Our Student Money and Housing Advisors can offer you advice on planning a budget and managing your money.

Student visas

If you are an international student (i.e. you hold a passport from outside of the UK/EEA) you will need a valid Confirmation of Acceptance to Study (CAS) number in order to make a Tier 4 visa application. The CAS is a virtual document that confirms that the University is willing to act as your educational sponsor.

Although the University makes every effort to ensure that offers are issued to applicants who we expect to be eligible for a Tier 4 visa, an offer of admission is not a guarantee that the University will issue a CAS.

CASs will be issued in accordance with the <u>Tier 4 Sponsorship and CAS Issuing Policy</u> for Applicants. Key points from this policy are:

- The University is under no legal obligation to sponsor any individual and exercises caution with respect to issuing a CAS so as not to risk its status as a Tier 4 sponsor;
- The University will make appropriate checks to ensure any applicant or student already in the UK has valid permission to be in the country prior to issuing a CAS. This may include an Immigration History Check conducted through the University's UKVI Licence Manager. If it is found an applicant or student does not have valid leave to be in the UK, the University will not issue a CAS. The University may request evidence from individuals to ensure they are no longer in the UK;
- The University may make any additional checks it deems necessary to ensure it
 only sponsors genuine applicants who will successfully obtain a visa. These checks
 may include, but are not limited to, conducting an Immigration History Check via
 the Home Office, reviewing bank statements and financial documents or
 requesting previous CASs from former institutions;
- The University will consider academic progression in all cases, irrelevant of where the Tier 4 visa application is being made and will detail this on the CAS;
- The University will not normally issue a CAS to an applicant who has failed to successfully complete a programme of study in the UK;
- Due to Home Office and UK Government regulations, it may not be possible for a
 Tier 4 student to change their course or length of study except in exceptional
 circumstances. This may include adding a placement, adding an integrated
 master's year (e.g. MEng, MBus) or temporarily withdrawing;
- The University will only consider assigning one additional CAS following a visa
 refusal and only if the applicant can provide evidence to show there is minimal or
 no chance of their visa being refused;
- In the event that we withdraw your offer (see possible reasons above), we will in most situations withdraw your CAS. Dependent on the stage of your visa application, we may be obliged to advise the UKVI of the reason why we have withdrawn your CAS;

• The issue of a CAS by the University does not necessarily mean that an applicant's application for a Tier 4 visa will be successful. The University shall not be liable if any Tier 4 visa applications are refused by UKVI.

For further information on applying for a Tier 4 Student Visa please go to www.gov.uk/tier-4-general-visa

If you require assistance from the University, support is available from our International Student Support team. Students should seek their own independent legal advice if required.

Potential changes as a result of the UK exiting the EU

The University is committed to its diverse University community. However, as a result of the UK's intended departure from the EU, it is possible that immigration and/or fee rules relevant to EU and/or International students may change and these changes could come into force during the course of your programme.

The Department for Exiting the European Union (DExEu) has stated that it is working with the Home Office and other Government departments to develop options to shape the UK's future immigration system. The University is bound to comply with applicable legislation and cannot therefore be liable for changes which affect your eligibility to study. However, the University will notify affected applicants as soon as reasonably possible upon becoming aware of legislative changes likely to affect immigration and/or fee rules.

Intellectual property

The University has a Protocol on Student IP which summarises the University's Intellectual Property Code applicable to students. Full details of the University's IP code can be found on the <u>University's website</u>.

For Undergraduate students: Inventions by undergraduate students will usually be owned by the student. Only in certain cases will the University require an undergraduate to assign all their rights in an invention (e.g. if it is in a key area of the University's research, or an invention jointly generated with a member of staff or post graduate student). IP in inventions generated by undergraduate students during a placement may be required to be assigned to a sponsor of the provider of the placement opportunity. Arrangements for IP ownership will be stated in the agreement between the University and sponsor.

For Postgraduate Students: It is a condition of registration that postgraduate students are required to agree to assign all rights in inventions generated from their research to the University. This includes copyright in software and source code. At the request and cost of the University, the student(s) will do everything necessary to enable the University to create, complete, assert and defend its Intellectual Property rights in such inventions (including without limitation in the application for and prosecution and maintenance of appropriate protection, such as patent applications, for such inventions). This situation is

likely to occur if the postgraduate student is working closely with a member of staff on a University key research area. If the research is funded by an external source, an agreement will be in place covering IP ownership arrangements with the University which could result in the IP being owned by the external source.

Any student inventor who assigns intellectual property in their invention to the University can expect to benefit from a share of revenues in the event that the invention is successfully exploited by the University as set out in the <u>University's IP Code</u>.

Accommodation

If you apply for a place in University accommodation, that contract will be separate to your contract with us as a student. There may be some areas of crossover, in that you must be a current student of the University to live in student accommodation, and that behaviour in accommodation may be serious enough to be considered under the University's Student Disciplinary Regulations.

You should also note that if you have any relevant unspent criminal convictions, you may be assessed as not being suitable at the present time to live in University accommodation. As noted above, you are required to disclose spent and/or unspent relevant convictions to us in order to accept our offer, so that appropriate consideration can be given to those convictions. Consideration will also be given to such unspent convictions in the event that you apply for University owned or managed accommodation, in order for appropriate consideration to be given about your application for that accommodation. Please see the Criminal Convictions Policy for further details.

Complaints process for applicants

If you have any complaints regarding the admissions process, you should make reference to the University's <u>Admissions Complaints Procedure</u>.

Complaints process for students

Information about the University's complaint handling process for students enrolled at the University can be found on the website of the Office of Student Complaints, Appeals, and Regulations (OSCAR). In some cases there is a right of appeal to the Office of the Independent Adjudicator (OIA).

Data protection

The University holds and processes personal data and sensitive personal data or special categories of data about its current, past or prospective, applicants, students, alumni and others who are defined as subjects under applicable data protection laws. This is done in

accordance with the applicable data protection laws. The applicable data protection laws currently include the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

Detailed information relating to how the University handles the personal data of applicants, students and alumni can be found on the our <u>information management webpages</u>.

Admissions policies

Undergraduate Admissions Policy
Postgraduate Admissions Policy
Research Admissions Policy
Admissions Complaints Policy

IT acceptable use policy and guidelines

Please take time to read the <u>IT Acceptable Use Policy and Guidelines</u> to ensure you are aware of safe, lawful and fair use of IT services at the University.

Events outside our control

The University shall not be in breach of this contract nor liable for any delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from events, circumstances or causes beyond our reasonable control. By way of example, such events, circumstances or causes outside of the University's control could include: extreme weather conditions; a natural disaster; a terrorist incident; a major accident at our property; civil unrest; industrial action; a change in applicable laws; failure of a third-party provider of goods or services; or failure of provision of utilities.

In these circumstances, the University shall be entitled to a reasonable extension of the time for performing its obligations under this contract and the University will take reasonable steps to limit the effects on you and your studies. If the period of delay or non-performance continues for three months in aggregate in any one academic year, the University will discuss with you potential alternative solutions and what else can reasonably be done to reduce the effects on you and your studies.

Governing law and jurisdiction

Both you and the University agree that this contract has been formed under English Law, that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).