

STUDENT TERMS AND CONDITIONS 2025/26

1. GENERAL DEFINITIONS

1.1. In this document, the following words and phrases have the meanings set out here:

"Course"	means a course of study, research programme, or degree apprenticeship on which you apply to study at the University which is identified in the Offer.
"Course-Specific Conditions"	means conditions, issued to you by your School, which are applicable solely to students on the Course in question in addition to these terms and conditions.
"Offer"	means the University's offer to you of a place on a Course.
"Regulations"	Means the University's regulations, rules, codes and policies that apply to enrolled students available at www.ntu.ac.uk/terms and conditions.
"University" "we"; "us"; "our"	all refer to Nottingham Trent University.
"you", "your"	refer to you as an applicant or enrolled student (as the context requires) of the University.

2. INTRODUCTION

- 2.1 These terms and conditions accompany and should be read together with your offer of a place on a Course. These will be the relevant terms and conditions for the duration of your studies on the Course and it is important that you carefully read and understand them as the University will apply and rely on them during your time as a student at the University. Your acceptance of the Offer of a place at the University is also your acceptance of these terms and conditions and represents a legally binding agreement between you and the University. These terms and conditions along with the University's policies or procedures to which it refers, the Regulations, the communication of your Offer, the UCAS or direct University communication which confirms acceptance of the Offer, and any Course-Specific Conditions applicable to the Course you choose to study, form the Contract made between you and us (the "Contract"). You should carefully read these terms and conditions together with the documents comprised within the Contract prior to accepting your Offer to ensure you understand the Contract.
- 2.2 These terms and conditions set out your rights and obligations and those of the University. These terms and conditions relate solely to the provision of tuition and ancillary services and facilities provided by the University and do not cover student accommodation or any other campus services that have their own separate and/or specific terms and conditions.
- 2.3 These terms and conditions <u>do not</u> apply to students who undertake their Course at another institution through a franchise arrangement.

3. UNIVERSITY REGULATIONS

- 3.1. By accepting the Offer of a place at the University you agree to comply with the provisions of these terms and conditions and all the University's Regulations that apply to enrolled students from time to time.
- 3.2. Key provisions of the Regulations that you should be aware of include (but are not limited to):
 - 3.2.1. The University's expectations with regard to student attendance, academic due diligence and academic progress, as set out in the Common Assessment Regulations (which form part of the Academic Standards and Quality Handbook). Failure to meet these expectations may mean that you are not permitted to progress on your Course.



- 3.2.2. The University's rules regarding academic misconduct, including plagiarism and the processes the University uses to detect plagiarism, which can be found in the University's Academic Integrity Policy. Breach of these rules may result in a disciplinary process and the imposition of academic related penalties and/or expulsion.
- 3.2.3. Except for those students studying on an apprenticeship, the University's rules regarding payment of sums due to the University, can be found in the Fee Payment Conditions. If you do not pay money that you owe to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so, which may include exclusion from the graduation ceremony and/or access to your Higher Education Achievement Report (HEAR). In deciding whether to do so, the University will consider all the circumstances of your case.
- 3.2.4. The University's expectations of student behaviour, as set out in the Student Code of Behaviour. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- 3.2.5. The University's Fitness to Study Policy and Procedure, which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- 3.3. For applicants to courses governed by external professional body requirements (including but not limited to Law, Social Work, Teaching and Courses which include a placement involving contact with children or vulnerable adults) you may have to undergo additional checks, such as an enhanced Disclosure and Barring Service check (arranged by the University), Fitness to Practise Assessment (which may or may not include an Occupational Health Assessment), Children's Barred List check and Prohibition Order checks, before they can be enrolled onto these courses. Depending on the outcome of these checks, you may not be eligible to enrol on these courses.
- 3.4. As a condition of taking your place at the University, you are required to disclose on a continuing basis (i.e. as soon as reasonably practicable after the event) any relevant unspent criminal convictions, by contacting the Admissions team at applications@ntu.ac.uk. Failure to notify the University of any relevant unspent criminal conviction could result in termination of the University's Contract with you or Fitness to Practice or disciplinary action bring brought against you. Relevant unspent criminal convictions include:
 - any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - offences listed in the Sex Offences Act 2003;
 - the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - offences involving firearms;
 - offences involving arson; and
 - offences listed in the Terrorism Act 2006.
- 3.5. The University reserves the right to add to, delete or make reasonable changes to these terms and conditions and the Regulations where, in the opinion of the University, this will assist in the proper delivery of education. Changes are usually made for one of the following reasons:
 - to review and update the terms and conditions and/or the Regulations to ensure they are fit for purpose;
 - to safeguard academic standards, for example, in response to external examiner feedback;
 - to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - to incorporate sector guidance or best practice;



- to incorporate feedback from students; and/or
- to aid clarity or consistency of approach.
- 3.6. Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. You will be notified of any changes. The updated documents will also be made available on the University's website and be publicised by other means so that students are made aware of any changes.
- 3.7. If necessary, documents comprised within the Student Contract can be provided to you in other formats please contact the University's Admissions Office (email: <u>applications@ntu.ac.uk</u>) to discuss your needs.

4. ADMISSIONS

- 4.1 The Offer made to you is subject to you satisfying the academic entry requirements for your Course and is made in accordance with the University's Admissions Policy, which is contained in the Academic Standards and Quality Handbook (available in the Regulations).
- 4.2 If you have received an Unconditional Offer, your acceptance of that Offer creates a binding Contract between you and the University.
- 4.3 If you have received a Conditional Offer, we will set out the conditions in the Offer that you need to fulfil in order to be admitted to the Course. Applicants are expected to have met all conditions of their Offer in time to complete any pre-admissions processes and the University is not obliged to accept you onto the Course if you do not meet the conditions of the Offer.
- 4.4 We may withdraw or amend any Offer or terminate your Contract with the University if we discover that your application contains incorrect and/ or misleading statements, plagiarised or fraudulent information or if you are found to have omitted key information.
- 4.5 In the event that, between the acceptance of an Offer by you and the beginning of your Course, there is a change in your circumstances which means that the information you gave in your application is no longer accurate or correct, you must notify the University at the earliest opportunity. If the changed circumstances would, at the time of application, have influenced the University's decision to offer you a place, the University reserves the right to withdraw the place offered or modify the conditions on which the place is offered to reflect the changed circumstances. If you are not satisfied with the changed conditions you can withdraw from this contract.
- 4.6 If you require a visa to enter or remain in the United Kingdom, the Offer and your attendance on the Course are subject to you meeting the requirements set out in the Regulations for Overseas Students (available in the Regulations). If your visa is revoked for any reason, the University reserves the right to terminate its Contract with you.
- 4.7 If you accept the Offer of a place on a Course then request to defer entry to a later academic year, if the request is granted, the terms and conditions of your contract with the University shall be those applicable to the year in which you commence your studies.
- 4.8 As a Student of the University you are entitled to be a member of the Nottingham Trent Students' Union (NTSU). Membership is accorded automatically, at no cost to you, when you enrol at the University. However, you have the right not to be a member and can opt-out of membership at enrolment or at any other time by writing to the Head of the University's Academic Office. Further Information about the Student Union is available on the NTSU website at: http://www.trentstudents.org/



5. RIGHT TO CANCEL

- 5.1 You have a statutory right to cancel this Contract without giving any reason. The cancellation period under UK consumer law will expire after 14 days from the day you accept the offer of a place at the University ("Statutory Cancellation Period").
- 5.2 To exercise your right to cancel you must let us know by clear statement. You may) do so by:
 - 5.2.1 sending an email to the University's Admissions Office (<u>applications@ntu.ac.uk</u>); or
 - 5.2.2 completing and returning the University's <u>Course Cancellation Form (please note that</u> using this cancellation form is optional).
- 5.3 If you cancel this Contract within the Statutory Cancellation Period described above, the University will reimburse to you all payments received from you. The University will make the reimbursement using the same means of payment as you used for the initial transaction and we will not charge any fees in connection with the reimbursement.
- 5.4 In addition to the Statutory Cancellation Period, you are able to cancel the Contract and withdraw from the University at any time. However, please note that if you cancel the Contract after the Statutory Cancellation Period at 5.1 above has expired, the University will not be obliged to refund payments made by you. Depending on when you cancel the Contract (in particular whether it is before or after your Course commences) you may be obliged to pay a proportion of your Tuition Fees as set out in the University's Fee Payment Conditions (available in the Regulations).
- 5.5 If your Course is due to begin within 14 days from the date you accept the offer of a place at the University (i.e. during the Statutory Cancellation Period), by accepting the offer of a place you are expressly agreeing that the service should begin within the Statutory Cancellation Period. If you subsequently decide to cancel the Contract you may be obliged to pay a proportion of your Tuition Fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's Fee Payment Conditions.

6. COURSE FEES AND COSTS

- 6.1 You are required to pay a course fee ("Tuition Fee") to the University for each academic year of your Course. Information on how to pay your Tuition Fee and Tuition Fee refunds can be found in the Fee Payment Conditions which are available within the Regulations. If you accept an Offer, you agree to pay the Tuition Fee (and any other course related costs and expenses).
- 6.2 If your Tuition Fee is not paid to the University, the University reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so, which may include your withdrawal as a student, your exclusion from the graduation ceremony and/or access to your Higher Education Achievement Report (HEAR). Further information on the payment of fees can be found in the Fee Payment Conditions which are available: <u>here</u>
- 6.3 If you are a Home undergraduate student and qualify for the government-regulated undergraduate Tuition Fee, you will be charged a single Tuition Fee for each academic year. The University's policy is to charge the maximum regulated fee. To reflect increased costs of delivery and maintain a high-quality student experience, the University will therefore increase fees in line with any uplift determined by the UK Government by law or government policy in the second and subsequent years of your course. Such increases are usually linked to inflation and determined using RPIX (the Retail Price Index excluding mortgage interest payments).
- 6.4 For all other students, the Tuition Fee notified/advertised to you by the University is the amount payable for the first year of your Course. If your Course is more than one academic year in length, the Tuition Fees payable for the second and any subsequent years may increase each year by reference to RPIX to reflect increased costs of delivery and to maintain a high-quality student experience, but in any event by not more than 5% in each academic year.



- 6.5 If the Tuition Fee is to be increased, the University will notify you by no later than three months before the date the increase is intended to take effect. If you are dissatisfied with the proposed increase, you have the right to terminate your contract with the University.
- 6.6 Should you need to defer your studies or if you are suspended or withdrawn from your Course, and then return to study, please note that the Tuition Fee may have increased upon your return. In that scenario the higher fee will be applicable.

Additional Course-Related Fees

6.7 Your Course may require you to pay other additional costs which are not covered by your Tuition Fee. Examples may include (but are not limited to): attendance on field trips; registration with Professional, Statutory or Regulatory Bodies with whom you are required to register (for example, courses in Law, Social Sciences, Teacher Training) and some Courses (particularly in Art and Design) require you to produce work where the choice of materials used is at your own discretion and cost. In addition, most Courses have a recommended list of books which you need to purchase. Where such other additional costs apply, these will be drawn to your attention within your offer letter by referring to the Course information pages on the University website.

General costs

6.8 You are expected to provide your own writing, digital equipment and stationery. Should you need any support in accessing digital equipment please contact the University's Student Support Team <u>here</u>.

Costs for Optional Activities

6.9 Some Courses provide opportunities for students to undertake optional activities which are not a mandatory part of the Course. Participation is at your discretion and may require you to make payment. Details of such activities/opportunities are provided directly by your School.

7. YOUR OBLIGATIONS

- 7.1 You are required to:
 - pay all Tuition Fees and other fees in connection with your Course as and when they are due;
 - attend all activities which form part of your Course, such as lectures, training, tutorials, examinations and other activities (subject to absence for genuine medical reasons or other circumstances acceptable to the University);
 - complete and submit all Course work required for the Course by published deadlines or inform Module Leaders where a situation arises that prevents you from doing so in accordance with University regulations;
 - carry out adequate preparation for any activity which you are required to undertake in connection with your Course;
 - comply with the terms of the Contract;
 - provide the University with a trusted emergency contact name and details which may be used by the University at its discretion in an emergency;
 - comply with any professional standards that may be applicable to your Course;
 - conduct Yourself in an appropriate manner in accordance with the University's Student Code of Behaviour whilst engaged in University-related activities (whether on or off the University's premises);
 - carry your University issued Student Identification Card ("Smart Card") with you at all times whilst on University premises or engaged in University activities and present it to University staff if requested to do so;
 - comply with any reasonable instructions issued to you from time to time by or on behalf of the University; and



- notify the University promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your correspondence address or contact number (including mobile phone number).
- 7.2 It is a condition of entry on to the Course, and of your subsequent continuation in each academic year, that you enrol formally either via the University's on-line enrolment process or by completing an appropriate form provided by the University.
- 7.3 On your first enrolment you will be provided with a University email address which we will use for all communications with you. You are expected to check this email account regularly. Any communication sent to you by the University to this email account will be regarded as properly sent and received by you.

8. DISCLAIMER (including withdrawal or variation of Courses)

- 8.1 The University will do all that it reasonably can to provide the Course, tuition and ancillary services and facilities as described in the Course information provided with its Offer. Sometimes circumstances beyond the reasonable control of the University which could not have been prevented even if the University had taken reasonable care ("Events Outside the University's Control") mean that it is prevented from, hindered or delayed in providing or otherwise cannot provide such services and facilities. Examples of Events Outside the University's Control include (but are not limited to):
 - 8.1.1 Industrial action by third parties;
 - 8.1.2 The unanticipated absence or departure of key members of University staff;
 - 8.1.3 Power failure;
 - 8.1.4 Acts of terrorism;
 - 8.1.5 Pandemics, epidemics and other threats to public health;
 - 8.1.6 Fire;
 - 8.1.7 Severe weather conditions;
 - 8.1.8 Natural disasters;
 - 8.1.9 Political or civil unrest;
 - 8.1.10 Damage, interruption or lack of access to buildings or equipment;
 - 8.1.11 The acts of any governmental or local authority;
 - 8.1.12 Legal or regulatory changes, including changes to government guidance;
 - 8.1.13 Withdrawal by any government or local authority of any necessary licence; and
 - 8.1.14 Where the numbers recruited to a Course or module are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
- 8.2 Where Events Outside the University's Control occur, the University will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected by, for example, offering those students the opportunity where reasonably possible to move to another Course, by delivering the Course in a different way, from another location or online, or at another time, by delivering a modified version of the same Course, and/or by assisting students to transfer to complete the Course at another institution, or by delivering other services and facilities in a different way, from a different location or online. If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside the University's Control, you may terminate your contract with the University and/or make a complaint under the University's Complaints Procedure.
- 8.3 Where, as a result of Events Outside the University's Control, it is necessary to close or discontinue or cease to deliver a Course, the University will follow its Student Protection Plan and its Refund and Compensation Policy.
- 8.4 Where Events Outside the University's Control occur then, other than as set out in paragraphs 8.2 and 8.3 above, neither the University nor you will be liable for breach of the Contract nor



for continued compliance with the Contract, including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

8.5 The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the Course in accordance with the description applied to it in the University's Course information for the academic year in which you begin your Course. However, the University will be entitled to make reasonable changes to the Course or to related educational and other services and facilities (including to the content and syllabus of the Course where developments in the subject area make that necessary or a relevant regulatory/accrediting body requires changes to be made, or to the location of the Course or the timing or method of delivery of the Course, service and facilities, or the examination/ assessment process) where that will enable the University to deliver a better quality of educational experience to students enrolled on the Course or in relation to specific modules.

Reasons for such changes may include:

- to ensure that we are continuing to provide the Course to you lawfully and/or to maintain academic standards and quality;
- to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
- to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
- in response to relevant professional or accrediting body requirements or guidance

Such changes may be to:

- the content and syllabus of the Course;
- the timetable, location and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities; and/ or
- the examination and assessment process.
- 8.6 In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance of any changes that are required. Any changes to its Courses are considered through the University's quality process; this process engages student through appropriate University committees. If the University makes any change to your Course and you are not satisfied with the change, you will be offered the opportunity to withdraw from the Course and, if required, reasonable support to transfer to another provider. Further guidance can be found in the Student Protection Plan
- 8.7 The University does not seek to exclude or limit in any way its liability for:
 - 8.7.1. Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
 - 8.7.2 Fraud or fraudulent misrepresentation.

9. TERMINATION OF THESE TERMS AND CONDITIONS

- 9.1 If your studies are terminated at the University then you must:
 - cease attending lectures, timetabled teaching sessions or undertaking research;
 - return all items and materials issued to you but owned by the University;
 - pay any outstanding sums owed to the University (if applicable);
 - cease using University facilities; and



- move out of University halls of residence following any process set out in your accommodation licence (if applicable).
- 9.2 Your obligations under these terms and conditions will continue, in particular in relation to the proportion of the Tuition Fee payable, until you have completed the above-mentioned actions.
- 9.3 Other than as set out in clause 8, the termination of your studies for whatever reason (whether by you or by the University) shall not exempt or release you from your obligation to pay any fees due to the University or from complying with any other obligation under these terms and conditions which may have been required of you prior to termination of your studies.
- 9.4 Except in the circumstances set out in clause 8, if your studies are terminated by the University:
 - the University shall be entitled to refuse to enrol you on the Course, if at the date of termination, you have not already enrolled;
 - the University shall be entitled to require you to stop studying on the Course, and to leave the University immediately, if at the date of termination, you have already enrolled;
 - you are required to immediately return the Student Identification Card which was issued to you on enrolment, and any other property held by you which belongs to the University.

10. DISABILITY AND REASONABLE ADJUSTMENTS

The University is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables us to engage with you and discuss your support needs more effectively. All offers are conditional upon the University being able to implement the specific adjustments reasonably needed for you to complete your Course. The University is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by us.

11. COMPLAINTS

Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the Admissions and Enquiries team. Further information about the University's Complaints Procedure for students and applicants can be found in the Regulations.

12. DATA PROTECTION

The University is a Data Controller under the UK General Data Protection Regulation and the Data Protection Act 2018 and shall hold, use and process personal data or information about you. The purposes for which the University may process information about you (including your personal data) are set out in the Student Privacy Notice which is available in the Regulations.

13. INTELLECTUAL PROPERTY

- 13.1 "Intellectual Property" means the intangible creations of the mind or human intelligence such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce.
- 13.2 As a general principle the University recognises that each student is the owner of the Intellectual Property they create during their Course ("Student IP"), subject to the provisions of the Intellectual Property Policy for Students, available in the Regulations.
- 13.3 Each student grants to the University a continuing, non-exclusive, world-wide, irrevocable, royalty free license to use their Student IP, including the right to sub-license, for non-commercial use and academic and research purposes.
- 13.4 Where the University makes use of Student IP, it undertakes to acknowledge appropriately the authorship and inventorship of such works created by students.



13.5 The provisions of this clause 13, and any related agreement governing ownership and exploitation of Intellectual Property, shall normally survive the expiry or termination of the Contract between you and the University, however caused. Further information is in the Student IP Policy which can be found in the Contract.

14. GENERAL

- 14.1 If any provision of the Contract is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.
- 14.2 If you breach these terms and conditions and the University chooses not to exercise any right which it may have against you as a consequence of that breach, the University shall not be prevented from taking action against you in the future in respect of any other breaches by you.
- 14.3 The terms of the Contract shall not be enforceable by any party who is not a party to it, including any party that is responsible for paying your fees in whole or in part, and no such party shall have any rights under or in connection with the Contracts (Rights of Third Parties) Act 1989.
- 14.4 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England.