

## TERMS AND CONDITIONS

### 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 the Terms and Conditions.
“Offer”	means the University’s offer to you of a place on a Course.
“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. The offer of a place on a Course is made subject to these terms and conditions. Your acceptance of the place at the University is also your acceptance of these terms and conditions and represents an agreement between you and the University. This document, and any policies or procedures to which it refers, together with the communication of your offer and UCAS communication (or directly from the University) 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’).
- 2.2. These terms and conditions (which form part of the Contract) set out your rights and obligations and those of the University. It should be noted that these terms and conditions relate solely to the provision of tuition-related services by the University; they do not cover other University services and activities (such as student accommodation) which have their own separate and/or specific terms and conditions.
- 2.3. These terms and conditions do not 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 all the University’s Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students from time to time (“the Regulations”). The Regulations can be found at [www.ntu.ac.uk/terms\\_and\\_conditions](http://www.ntu.ac.uk/terms_and_conditions).
- 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 available in the Regulations). 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 Irregularities Code of Practice (available in the Regulations). 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, which can be found in the Fee Payment Conditions (available in the Regulations). 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 respect of unpaid Tuition Fees. 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 (available in the Regulations). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.
- 3.3. For applicants to courses governed by external professional body requirements (including but not limited to Law, Social Work, Teaching and courses where student placements routinely place a student in contact with children or vulnerable adults) there is a requirement that they undergo additional checks which can include 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. If you are offered a place on a Course where a criminal conviction would affect your eligibility to study, there is an obligation that you notify the University immediately if you receive any criminal convictions at any point from acceptance of the Offer until the completion of your Course. Failure to notify could result in termination of the University's Contract with you or Fitness to Practice or disciplinary action against you.
- 3.5. The Regulations are subject to periodic review and may be updated by the University from time to time to ensure that they remain fit for purpose and compliant with relevant legislation and regulations, e.g. the requirements of quality assurance/regulatory/accrediting bodies, to incorporate sector guidance or best practice, to aid clarity or consistency of approach, to comply with government policy. Any changes will normally come into effect at the start of the next academic year, although 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 where possible, e.g. by giving reasonable notice of changes to Regulations before they take effect or by phasing in the changes, if appropriate. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.
- 3.6. If necessary, the Regulations can be provided to you in other formats - please contact the University's Admissions Office (email: [applications@ntu.ac.uk](mailto:applications@ntu.ac.uk)) to discuss your needs.

#### **4. ADMISSIONS**

- 4.1 The Offer made to you is subject to you satisfying the academic 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. The Contract will not be binding on the University unless you satisfy the conditions of the Offer and complete any pre-admissions processes prior to the start date of your Course.
- 4.4 We may withdraw or amend any Offer or terminate your studies at the University if we discover that your application contains incorrect 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 terminate the place offered.

- 4.6 If you are a non-EEA citizen and/or 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 (non-EEA) Students (available in the Regulations).
- 4.7 If you accept the Offer of a place on a Course then choose to defer entry to a later year, 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 ("Cancellation Period").
- 5.2 To exercise your right to cancel you must inform the University of your decision to cancel this Contract by:
  - 5.2.1 sending an email to the University's Admissions Office ([applications@ntu.ac.uk](mailto:applications@ntu.ac.uk)); or
  - 5.2.2 completing and returning the University's [Course Cancellation Form](#).
- 5.3 If you cancel this Contract within the Cancellation Period described above, the University will reimburse to you all payments received from you.
- 5.4 In addition to the Cancellation Period the University will allow you to cancel the Contract at any time up to the date on which your Course is due to commence. If you cancel the Contract after the 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, by accepting the offer of a place you are expressly agreeing that the service should begin within the Cancellation Period. If you subsequently decide to cancel the Contract you may be obliged to pay a proportion of your Tuition Fees as set out in the University's Fee Payment Conditions.

## 6 COURSE FEES AND COSTS

- 6.1 Except for those students studying on an apprenticeship, you are required to pay a course fee ("Tuition Fee") to the University for each year of your Course and information on how to pay your Tuition Fee and Tuition Fee refunds can be found in the Fee Payment Conditions. If you accept an Offer, you agree to pay the Tuition Fee (and any other course related costs and expenses).
- 6.2 Except for those students studying on an apprenticeship, for full-time Home/EU undergraduate students whose fees are regulated by UK government, the Tuition Fee notified/advertised to you by the University is the amount payable for each year of your Course.

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 the value of UK inflation (RPI) but in any event by not more than 5%.

### Other Mandatory Course-Related Fees

- 6.3 Your Course may require you to pay other costs which are not covered by your Tuition Fee. Examples may include (but are not limited to) 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 mandatory costs apply, these will be specified on the Course information pages on the University website.

### General costs

- 6.5 You are expected to provide your own writing equipment (pens, pencils etc.) and stationery.

### Costs for Optional Activities

- 6.6 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:

- 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;
- provide the University with an emergency contact name and details which may be used by the University at its discretion;
- 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;
- 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);
- pay all Tuition Fees and other fees in connection with your Course.

- 7.2 It is a condition of entry on to the Course, and of your subsequent continuation in each academic year, that you formally enrol either via the University's on-line enrolment process or by completing an appropriate form provided by the University.

## **8. DISCLAIMER (including withdrawal or variation of Courses)**

- 8.1 The University will do all that it reasonably can to provide the educational services as described on its website, in the prospectus or in other documents issued to appropriately enrolled students as described. Sometimes circumstances beyond the control of the University mean that it cannot provide such educational services. Examples of such circumstances include (but are not limited to):

- 8.1.1 Industrial action by University staff or third parties;

- 8.1.2 The unanticipated departure of key members of University staff;
  - 8.1.3 Power failure;
  - 8.1.4 Acts of terrorism;
  - 8.1.5 Damage to buildings or equipment;
  - 8.1.6 The acts of any governmental or local authority;
  - 8.1.7 The demands of the timetable and the availability of academic staff in respect of possible optional subjects;
  - 8.1.8 Where the numbers recruited to a Course are so low that it is not possible to deliver any appropriate quality of education for students enrolled on it.
- 8.2 In such circumstances, the University will take all reasonable steps to minimise the resultant disruption to those services and to those students who are affected by, for example, offering those students the opportunity where reasonably possible to move to another Course, another institution, or by delivering a modified version of the same course, but the University excludes liability, to the full extent that is possible under the general law, for any loss and/or damage suffered by any applicant or student as a result of such circumstances.
- 8.3 The University may make reasonable changes to its Terms and Conditions. The University will use all reasonable endeavours to deliver the Course in accordance with the description applied to it in the University's prospectus for the academic year in which you begin your Course. However, the University will be entitled to make reasonable changes to the Course (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 method of delivery of the Course) 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, where they cease to have academic currency. 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 material changes your Course and you are not satisfied with those changes, you will be offered the opportunity to withdraw from the Course and, if required, reasonable support to transfer to another provider.
- 8.4 The University does not seek to exclude or limit in any way its liability for:
- 8.4.1 Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
  - 8.4.2 Fraud or fraudulent misrepresentation.
- 8.5 The University does not accept responsibility and expressly excludes liability to the fullest extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses and for the consequences of such damage.

## **9. TERMINATION OF THESE TERMS AND CONDITIONS**

- 9.1 If you choose to formally withdraw from your Course before completion, and thus terminate your studies and your contract with the University, you must notify the University (via your School) clearly and promptly, and
- cease attending lectures, timetabled teaching sessions or undertaking research; and
  - return all items and materials issued to you but owned by the University; and
  - pay any outstanding sums owed to the University (if applicable); and
  - cease using University facilities; and
  - move out of University halls of residence (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 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 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;
- the University will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken by the University in its termination of your studies; and
- 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. DATA PROTECTION**

10.1 The University is a Data Controller under the General Data Protection Regulation (EU) 2016/679 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 (available in the Regulations).

**11. GENERAL**

11.1 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.

11.2 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.

11.3 The terms of the Contract shall not be enforceable by any party who is not a party to it.

11.4 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.