University of East Anglia: Student General Terms and Conditions 2023-24

Important and surprising terms and conditions

All of the terms and conditions below are relevant to your studies with the University of East Anglia. However, we have pulled out below some specific important and/or surprising terms and conditions for your information:

- 1. These terms and conditions will apply to all students who commence their studies on and including 1 August 2023 31 July 2024.
- 2. The University allocates a fees status to students in accordance with Term 7 below. You should note that in accordance with the provisions outlined in this clause your fees status is retained for the duration of your course and will only be amended in the circumstances detailed in the clause.
- 3. University fees are normally payable annually. The University normally increases fees for continuing students on an annual basis. The maximum increase will be 4% or RPI-X whichever is the higher. RPI-X is the Retail Prices Index excluding mortgage interest. Fees for new students are published annually. (Term 7)
- 4. In the event that you withdraw from your course or take a break from your studies your tuition fee will be reduced as outlined in our Refund and Compensation policy https://my.uea.ac.uk/departments/learning-and-teaching/students/support/interrupting-your-study-or-withdrawal
- 5. Students who require immigration permission to study and/or stay in the UK are particularly reminded of the importance of complying with the terms of their permission. There are specific terms and conditions below that refer to your obligations to the University (Term 3)
- 6. The University has a process where there is a need to change or discontinue courses (see Term 11). The University will endeavour at all times to keep any changes to courses to a minimum and to keep you informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons.
- 7. You should note that in accordance with the provisions outlined there are some circumstances in which there is no liability by either party for matters outside their control, for example epidemic or pandemic of disease (see Term 14.6).

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1. Introduction

- 1.1. These terms and conditions set out the relationship between you and the University of East Anglia (the University, "we" "our" or "us"). This relationship begins when you apply for a place at the University, accept the University's offer of a place, and continues for the whole period of your studies at the University.
- 1.2. The University will make every effort to ensure that the information that we present to you is correct and up to date and will not omit important information that could affect your decision to choose to study at the University. We will do all we reasonably can to deliver programmes and other services in accordance with the descriptions provided. Information may be provided in a number of ways including but not limited to the University's website, prospectus, open days, offer letters and handbooks.
- 1.3. You are encouraged to take the time to read and review these terms and conditions before you accept an offer from the University. The University has highlighted above what students and prospective students might consider to be the most important and surprising terms.
- 1.4. If there are any aspects of these terms and conditions (including the regulations and other documents referred to at paragraph 2 below) that you do not understand we encourage you to contact the University for clarification. The Admissions Service will support you with any queries in the first instance, and can be reached at <u>admissions@uea.ac.uk</u>.
- 1.5. When you become a student at the University you join our academic community. You are expected to be respectful and courteous towards other students, members of staff of the University, the wider local community and to abide by University regulations.
- 1.5.1 Our <u>Student Partnership Agreement</u> outlines the ethos of the UEA academic community and the nature of the relationship between the University, students and staff:
- 1.5.2 Our Equal Opportunities policy (sets out how we aim to create an atmosphere of learning that embraces and values difference and expects all members of the University to welcome and value diversity. We ensure that no student or applicant for study will receive less favourable treatment on the grounds of any of the protected characteristics as defined by the Equality Act 2010. We ensure fair treatment for all students in access to learning opportunities, teaching, assessment and support and welfare services. The University will make reasonable adjustments where needed and works proactively and continuously to improve this.
- 1.5.3 The University values academic freedom and is committed to promoting and encouraging free debate and inquiry. It accommodates a wide range of views, even when they are unpopular, controversial or provocative. Nonetheless, the University does not regard the right to freedom of speech as unfettered and asserts its right to prohibit or to place special conditions on activities, events or meetings ("activity" or "activities") where it is appropriate to do so and our rules and practice can be found https://www.uea.ac.uk/web/about/university-information/governance/policies-and-regulations/general-regulations/freedom-of-speech
- 1.5.4 The **UEA Students' Union** is a distinct entity in its own right, with its own constitution and on your registration you will automatically become a member, with the right to not be a member. For more information about your membership of the Students' Union, how it operates and the services and extracurricular activities it offers, please visit their <u>website</u>.

- 1.5.5 The University has a number of regulations which you must comply with. These are set out in more detail in Section 2 but in summary can be grouped as being:
 - a) General Regulations ("General Regulations for Students") which apply to all students and
 - b) Awards Regulations ("Awards Regulations") which are specific to the Award for which you are studying
 - c) Disciplinary regulations (University's Disciplinary and Investigative Procedures and Powers). The potential consequences of failing to comply with University regulations are normally explained in the regulations themselves but where there has been a significant disciplinary breach these powers and procedures will be used and can include permanent expulsion from the University
 - d) Fees and charges regulations (Fees and charges).
- 1.6. In addition to the terms of this contract, the University has various legal duties which affect how it operates including, for example:
- 1.6.1. Duties under the Equality Act 2010, including the duty to have due regard to the need to advance equality of opportunity, provide reasonable adjustments to make sure disabled students are not discriminated against, and to eliminate discrimination, harassment, victimisation and other conduct prohibited under the Equality Act.
- 1.6.2. A duty under the Higher Education and Research Act 2017 and Office for Students' Regulatory Framework for higher education in England (February 2018) to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers.
- 1.6.3. Duties under the Counter Terrorism and Security Act 2015.
- 1.6.4. Duties under the Data Protection Act 2018 and General Data Protection Regulation. These duties can be subject to change if the law changes.

2. University regulations which form part of these terms and conditions

2.1. The following documents form part of the terms and conditions of applying to and studying at the University. It is important that you comply with them. They are intended to inform and support you in your relationship with the University. You agree to abide by all University regulations and rules when you complete registration for your course.

2.2. The University's General Regulations

To keep these terms and conditions as accurate and concise as possible they are summarised below and you are advised to read them in full on our website https://www.uea.ac.uk/web/about/university-information/governance/policies-and-regulations/general-regulations/students as they contain links to the underlying policies and give full detail of the rules we expect you to follow. General Regulation references are given in brackets and in summary form you are expected to:

- a) To comply with the University's Statutes, Student Charter, Regulations, Codes of Practice, Rules and Procedures. (1)
- b) To register at the commencement of your degree and at the start of each subsequent academic year and engage with your studies (13)
- c) To be sufficiently fit to be able to fulfil the academic requirements of your programme of study, including where relevant clinical or other placements, and effectively and safely engage with University life. Pursue your studies diligently (including attending any learning opportunities, such as lectures, tutorials and

seminars subject to absence for medical or other agreed reasons) and not hinder the studies of others. (13,28)

- d) To comply with all the conditions associated with your visa or immigration permission to study if you have been granted a visa to study or have other valid immigration permission to study (5). This is expanded upon in Term 3 below.
- e) To provide and maintain up-to-date contact information and be in a position to respond to notices or communications from the University within 48 hours.(8)
- f) To provide accurate information to the University when requested (6).
- g) To show or surrender your campus card if requested to do so by a member of staff (23)
- h) To inform the University if you are alleged to have been involved in criminal activity (7).
- To notify the University if you are unwilling to carry out University work or examinations on Saturdays or on certain other days during the year because to do so would be contrary to your religion or belief as defined in the Equality Act 2010. (13)
- j) To register with a medical practitioner, and in specified cases to undertake health screening and inform the University of Notifiable Infectious Illness (25,26,27).
- k) To conduct yourself in a respectful, honest and courteous manner for example with dignity and respect towards other students, staff and visitors to the University, and their property as well as in relation to professional placements. And take reasonable care for your own safety and for others and their property (10,12)
 - To abide by the specific rules associated with <u>Conditions of Computer Use</u> (10) These include conditions concerning posting items for example on social media, websites and discussion forums, University monitoring of the use of its network and withdrawal of access and the conditions for connecting equipment to the University systems together with obligations to report computer misuse to the University
 - <u>Library rules</u> (10)
 - <u>University vehicle regulations</u> (10)
 - <u>Freedom of Speech (</u>10)
 - <u>Intellectual property</u> (16)
 - <u>Data protection (</u>16)
 - Not making statements on behalf of the University (11)
 - <u>The terms of your licence to occupy if resident in UEA accommodation</u> (9)
- I) In the case of students undertaking qualifications with a professional element (for example with the Norwich Medical School, the School of Health Sciences, the School of Social Work and the School of Pharmacy) the regulations contain requirements concerning professional misconduct and/or unsuitability. The School concerned may also have its own "fitness to practise" policy which supplements this aspect of the regulations. In addition, the Norwich Medical School requires all students when registering to agree and undertake to observe conditions laid out in the Medicine Student Declaration and Agreement. (14)
- m) To act with integrity and ethically when conducting research (15) and with integrity for all assessed work and not engaging in plagiarism, collusion, fraud, cheating or other improper or unethical conduct. You are advised to familiarise

yourself with the academic conventions and requirements regarding plagiarism and other academic misconduct (15,18,19,20)

- n) To take responsibility for correctly noting assessment and examination dates and times and for following guidance on use of calculators and dictionaries and other permitted materials (17,21,22).
- o) To pay any applicable fees and charges, including late payment fees. (29,30)

During this agreement the University may make changes to its general regulations, codes of practice and policies (including introducing new regulations, codes and policies) from time to time. These changes may be made to improve the clarity or effectiveness of the regulations, codes and policies, to assist the effective operation of the University, or may be required in order to comply with legislation, or in response to recommendations from regulatory bodies. When changes are made the latest versions will be made available via the website. You agree to abide by any such changes to these regulations, codes and policies if such changes are made during this agreement.

2.3. Award regulations

Each course will have a set of Awards Regulations ("Awards Regulations") which are specific to the Award for which you are studying. These set out the University requirements for the award to be successfully completed such that an award can be conferred and where relevant classified. They will require you to complete and submit any work to be assessed by the deadlines (subject to any revised deadlines agreed because of mitigating circumstances). You will find the regulations associated with your course here: https://www.uea.ac.uk/web/about/university-information/governance/policies-and-regulations/award-regulations

During this agreement the University will not make changes to your award regulations and those that apply on registration will apply throughout your course unless your studies become interrupted at which point consideration will be given to aligning them with those award regulations applicable to the cohort you would be joining on your return.

2.4. The University's Disciplinary Procedures

These cover both academic and non-academic disciplinary matters. They set out the procedures the University will use if University regulations or policies have been breached by a student, and the procedures for appealing disciplinary decisions, including to the Office of the Independent Adjudicator for Higher Education. The procedures include provisions in appropriate cases for suspension, permanent expulsion, temporary exclusion and/or fines of up to £1,000 . https://www.uea.ac.uk/web/about/university-information/governance/policies-and-regulations/disciplinary-procedures

2.5. Fees and Charges

The University allocates a fees status to students in accordance with Term **7** below. University fees are normally payable annually and for continuing students normally will increase on an annual basis (see Term 7). Detail on what is covered by the fee, any additional costs associated with your course, other charges made by the University is given in Term 7 below and on our website. Payment plans can be considered. Should you withdraw or take a break in your studies your fee will be adjusted in line with our Refund and Compensation Policy (link) – see Term 10.

2.6. Other terms and conditions

There may be other Terms and Conditions that apply and about which you will be notified separately, associated with

- Bursaries and scholarships
- Residential occupation of UEA accommodation
- Apprenticeships related to conditions set by the employer
- Studying medicine the Medicine Student Declaration and Agreement
- Membership of the Students' Union

2.7. Operational rules

- 2.7.1. The <u>Learning and Teaching Services webpages</u> (MyView log in required) provide students on taught courses with a central reference point for University-wide regulations, operational rules and processes and guidance to help and support them through their studies. For example, this guidance explains amongst other things
 - how assessed work should be submitted and the penalties for late submission
 - how assessed work is marked, the circumstances in which a student may request a remark, lodge a complaint about marking or submit an academic appeal;
 - how the University responds to extenuating circumstances in the case of taught and research degrees, including students' obligations to report such circumstances
- 2.7.2. The Postgraduate Research Service webpages provide students on research degrees with a central point of reference and guidance on the rules and operational processes related to research degrees to help and support them through their studies much of which is contained within the <u>Code of Practice applicable to Research</u> <u>Degrees</u>.

3. Students requiring immigration permission to study in the UK

- 3.1. If you require immigration permission to study in the UK it is your responsibility to ensure that you have the necessary permission with the right to study and that you comply with all of the terms and conditions of that permission.
- 3.2. The University is required to ensure that every student has permission to study in the UK throughout the whole period of their study and may contact you periodically to request information in order to establish this.
- 3.3. For selected courses to secure a place on your chosen programme of study and obtain your Confirmation of Acceptance for Studies (CAS), necessary for an application for a Student visa for entry clearance or permission to stay through UK Visas and Immigration (UKVI), we require that applicants pay a deposit. Applicants will be notified of this requirement as part of their offer. The deposit must be received by the University no later than the date advised in your offer which will also specify the amount https://www.uea.ac.uk/study/international-students/fees-and-scholarships
- 3.4. You are not eligible for a refund of a deposit if your application for entry clearance or permission to stay is refused due to failure to follow the UKVI guidance, or you have submitted fraudulent documents. The University deposit appeals process can be found here https://www.uea.ac.uk/study/international-students/fees-and-scholarships
- 3.5. All students with a visa for entry clearance or permission to stay sponsored by the University are required to inform us of any changes in contact details, attend all teaching sessions and inform the University immediately if you are unable to attend a session and provide evidence of any reasons for non-attendance. All students with a

visa for entry clearance or permission to remain sponsored by the University are required to attend regular engagement checks.

- 3.6. Students must comply with the terms of their immigration permission and any other UKVI requirements, including the number of hours you are permitted to work as a condition of your immigration permission.
- 3.7. The Academic Technology Approval Scheme (ATAS) applies to all students (apart from exempt nationalities) who require immigration permission and are intending to study at postgraduate level in certain sensitive subjects. Under UK immigration law the University is not permitted to allow international students to register for or study an ATAS applicable course until you have supplied the University with all the relevant ATAS certificate details. This includes any updated details required to reflect research or course changes including content and length.

4. Apprentices

Fees, funding and eligibility for degree and higher apprenticeship programmes are outside of these terms and conditions and are subject to Education. and Skills funding Agency (ESFA) rules. There will be additional contractual conditions that will apply to those studying on degree and higher apprenticeships which will be course specific. These will be drawn to the attention to applicants for these courses and students studying them.

5. Applications: the importance of providing true and complete information

- 5.1. In submitting an application to the University you must take reasonable care to ensure that all the information you have given is true, complete and accurate. If you do not take reasonable care to ensure the accuracy, completeness and truth of the information, the University may terminate your application and withdraw any offer of study. Whether you have taken "reasonable care" depends on all of the circumstances, and you will have the opportunity to provide an explanation. If you disagree with the University's decision to terminate an application or withdraw an offer of study, you may lodge an appeal. The appeals and complaints process related to taught programme applications can be found here https://www.uea.ac.uk/apply/our-admissions-policy and for postgraduate research applications here https://my.uea.ac.uk/divisions/research-and-innovation/postgraduate-research/concessions-appeals-and-complaints/pgr-appeals-and-complaints
- 5.2. An application must be made in one of the following ways;
 - a) Undergraduate Full Time courses via UCAS Service
 - b) MA Social Work via UCAS Service
 - c) PGCE Master Level Initial Teacher Training via UCAS 'Teacher Training' Service or the Gov.uk 'Apply for Teaching Training' service.
 - d) Graduate Diploma in Legal Studies via Central Applications Board
 - e) Doctorate in Clinical Psychology and Doctorate in Educational Psychology via the appropriate Clearing House
 - f) All other courses at UEA via the University online Application Service

6. Offers, Enrolment and Registration in your first academic year

- 6.1. An offer will be made by the University in one of the following ways:
 - a) Undergraduate Full Time courses via UCAS Service
 - b) MA Social Work via UCAS Service

- c) PGCE Master Level Initial Teacher Training via UCAS 'Teacher Training' Service or the Gov.uk 'Apply for Teaching Training' service.
- d) Graduate Diploma in Legal Studies via Central Applications Board
- e) Doctorate in Clinical Psychology and Doctorate in Educational Psychology via the appropriate Clearing House
- f) All other courses at UEA via the University online Application Service
- 6.2. The offer will set out any academic and non-academic conditions you are required to meet before you can commence a course of study with us. If you do not meet the conditions, the University is not obliged to admit you as a student.
- 6.3. If you wish to accept an offer from the University, you should inform us of this by communicating your acceptance via the following methods:
 - a) Undergraduate Full Time courses via UCAS Service
 - b) MA Social Work via UCAS Service
 - c) PGCE Master Level Initial Teacher Training via UCAS 'Teacher Training' Service or the Gov.uk 'Apply for Teaching Training' service.
 - d) Graduate Diploma in Legal Studies via the Central Applications Board
 - e) Doctorate in Clinical Psychology and Doctorate in Educational Psychology via the appropriate Clearing House
 - f) All other courses at UEA via the University online Application Service.
- 6.4. Once you have accepted the offer, if you meet the conditions of the offer you will be entitled to register for the academic year set out in the offer. In accepting an offer you are entering into a legally binding contract with the University. You must comply with any conditions of registration set out in the offer, in these terms and conditions, and in the General Regulations.
- 6.5. You must register at the designated session notified to you by the University or (with the written agreement of the University) and in any event no later than the second week of the Course. If you are offered a place during the second week of the Course, you must enrol within 7 calendar days of the date of the offer. In certain circumstances, fees may be payable for late registration as explained in the Fees and Charges Regulations referred to above.
- 6.6. If you cannot or do not register for the academic year set out in the offer you shall not be entitled to enrol for this or any other academic year (although you may make a fresh application for admission in a later year of study, which will be considered on its merits in the usual way). You may ask the University to agree to defer your place to the next year, provided such request is in writing, but this shall be at the University's discretion, taking account of all relevant circumstances including the University's legitimate staffing, financial, regulatory and academic requirements;
- 6.7. You may not be permitted to register if:
 - a) You fail or have failed to meet the academic or non-academic conditions of the offer made to you;
 - b) Between accepting an offer and registration, further information becomes available which, in the reasonable opinion of the University, indicates that it would be inappropriate for you to be on your course, you are not fit to study or if you are joining a course which has professional accreditation that you are not fit to practise that profession. Students and prospective students with disabilities should contact <u>admissions@uea.ac.uk</u> with any queries about the arrangements to study. The requirements of fitness to study are subject to the University's

obligations under the Equality Act 2010 and are set out in the General Regulations – Regulation 13.

- c) You do not pay your tuition or other academic related fees in full when they are due or make arrangements for payment that are acceptable to the University before registration. Fees are due within 28 days of receipt of a fees invoice. The University provides a range of instalment plans in respect of payment of fees https://www.uea.ac.uk/study/fees-and-funding/fees
- d) If you are found to be registered on the Medical or Pharmacy Schools Council Excluded Student database.

If you consider that the grounds on which the University has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy as detailed in paragraph 16 below.

7. Fees and Charges

7.1. The appropriate fee

Students registered at University are required to pay the fee appropriate to their programme of study and their fees status as either a 'Home' or 'International' student as set out in our <u>Fees Tables</u>. Fees are normally charged by academic year but some are charged for the course. Your offer letter and information at this site confirms the circumstances when fees may increase. Tuition fees increase annually for all students (Home undergraduate fees, whose rates are regulated by the UK government, will be amended in line with any alteration advised by the UK government). The maximum increase will be 4% or RPI-X whichever is the higher. RPI-X is the Retail Prices Index excluding mortgage interest.

7.2. What is covered

The fee covers all charges for registration, tuition, examination, graduation, and membership of the Union of Students, but not fees for late registration, late or change to module enrolment, re-examination fees, nor fees for examinations taken overseas (where permission has been granted). Certain courses incur additional expenses (for example, for field work or field courses) and the University provides as a guide details of <u>additional costs that relate to courses</u> on the website There are also additional charges which you may incur during the course of your studies – see paragraph 7.7. You should ensure all fees and other expenses relating to your course are paid in time or late payment charges may arise. https://www.uea.ac.uk/about/university-information/governance/policies-and-regulations/fees-and-charges

7.3. Determination and communication of fee status

Fee status is determined in accordance with the Education (Fees and Awards) (England) Regulations 2007 (SI 2007, No 779) or the Student Fees (Qualifying Courses and Students) Regulations 2007 and subsequent amendments as approved by Act of Parliament ("the fees legislation). The assessment of fee status will be communicated in the University's formal offer of admission. By accepting the offer of admission an applicant agrees to pay the appropriate fee on the basis outlined in their offer.

7.4. Determining fee status in cases of doubt

In a case where assessment of fees status has not been possible or there is a query as to fee status a questionnaire will be sent to the applicant or student which must be returned within one month of issue or before the course commences whichever is sooner. The assessment will be made by UEA within two weeks of the fees status questionnaire being returned. Failure to return the questionnaire prior to the start of your course or to supply any requested documentation will result in an applicant being classified as an overseas student for purposes of assessment of fees status. If you disagree with the University's decision on your fees status you have the right of appeal either to the Fees Officer or, if they have made the original decision, to the Director of Finance. If fee status has not been determined at the start of the student's programme of study the University reserves the right to invoice at the overseas fee rate. If the student is subsequently re-assessed as eligible for the Home rate as at the start of the course the appropriate adjustment to the fees account will be made.

7.5. Mistakes and misrepresentation

If the assessment of fee status has been made on the basis of a mistake or misrepresentation of fact which comes to the University's attention after the formal offer has been made, it may reassess the applicant or student's fee status on the basis of the correct facts. If the true facts mean that the student's fee status on the basis of the fee status legislation differs from that communicated in the formal offer, the University may reassess and apply the appropriate fee status on the basis of the true facts from the commencement of the programme of study. The appeal process outline above will also apply.

7.6. Duration of fee status

A student's fee status will remain in place for the duration of the programme of study, save in cases of reassessment as outlined below. In particular, a student assessed as eligible for Home status will be entitled to retain this status for the duration of the programme of study irrespective of any changes to the fee status legislation after the programme of study has commenced, save where such status has been awarded on the basis of a mistake or misrepresentation of fact. A student who has overseas fee status on date of enrolment but who, by reason of a change of circumstance, subsequently becomes eligible for Home fees status under the terms of the fee status legislation in force at the relevant time may apply to the Fees Officer for reassessment of their fee status. If the student is eligible to have fee status reassessed from overseas to Home status during a programme of study, the reassessment will affect the appropriate fee from the start of the next academic year of the programme and not from the start of the programme of study.

7.7. Charges

You may incur additional charges if you require re-assessment, are late in registering, make late changes in your modules, are late in making payments, extend the period over which you make payments, require a replacement student "campus" card, or your cheque/direct debit fails to be paid. Charges are also made for additional copies of transcripts, replacement parchments, providing letters confirming your registration as a student, and international courier delivery. The full list of charges can be found here https://www.uea.ac.uk/about/university-information/governance/policies-and-regulations/fees-and-charges

8. Registration in subsequent academic years

8.1. Once you have successfully registered in your first year, you are entitled to enrol for the subsequent academic year or session provided that:

- a) You do not have outstanding debts to the University in respect of tuition fees and have not been suspended from the University. The University at its discretion may permit you to enrol despite the fact you owe the University money and enrolment should not be considered proof that no money is owed or that any outstanding debt will not be enforced;
- b) You remain fit to study, subject to the University's duties under the Equality Act 2010; students with disabilities should contact the Student Support Service with any queries about the arrangements to study
- c) You have made satisfactory academic progress in accordance with your Award Regulations, which may include your eligibility for meeting specific assessment requirements for study abroad, overseas experience, placement or year in industry opportunities.
- 8.2. Your right to re-enrol is subject to your compliance with the General Regulations
- 8.3. Once re-enrolled, following an approved break in studies, there will be a change in your Terms and Conditions from those in place on your initial registration to the Terms and Conditions prevailing at the time of re-enrolment which will be available on our website.
- 8.4. In the event that you withdraw from your course or take a break from your studies your tuition fee will be reduced as outlined in our <u>Refund and Compensation policy</u>
- 8.5. In certain circumstances, fees may be payable for late registration as explained in the <u>Fees and Charges Regulations</u>. If you do not re-enrol within 2 calendar months of your enrolment date and you have not applied to take time out of your studies, your registration may be terminated at the discretion of the University Secretary.
- 8.6. If you consider that the grounds on which the University has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy as detailed in paragraph 15 below.

9. Disclosure of Criminal convictions

- 9.1. You are required to adhere to the University's policy in respect of students' and potential students' past criminal convictions which can be found at <u>https://www.uea.ac.uk/study/undergraduate/apply/our-admissions-policy/criminalconvictionspolicy</u>. You are required to disclose all "unexpired" criminal convictions before arriving at the University. An explanation of what an "unexpired" conviction is can be found at <u>https://www.gov.uk/government/publications/new-guidance-on-the-rehabilitation-ofoffenders- act1974</u>.
- 9.2. You are also required to notify the University immediately if you are under investigation, and of any criminal charges made against you, any police cautions, domestic violence protection notices or orders, criminal investigations, non-molestation orders (in the case of non-molestation orders, if the court permits disclosure, if you are sent for trial, and the outcome, convictions and acquittals, of such legal criminal proceedings whilst you are registered as a student at the University (General Regulation 7).
- 9.3. Some courses are exempt from the Rehabilitation of Offenders Act and those offered a place of study when asked, must declare any criminal convictions or cautions they may have, and will be required to secure a satisfactory disclosure from the Disclosure and Barring Service (DBS). Such disclosure is usually sought because the relevant professional body requires it but in some cases the University and/or the organisation with which it arranges placements may have identified a potential level of exposure to children or vulnerable adults which makes such a check appropriate. In such cases your offer will make clear that this is subject to a satisfactory DBS disclosure.

9.4. The University at its absolute discretion may withdraw an offer or terminate your registration at the University for any failure to comply with paragraphs 9.2 and 9.3. In any case if you consider that the grounds on which the University has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints process as detailed in paragraph 15 below.

10. Withdrawal from the University

10.1. If you decide to withdraw your registration as a student

You may withdraw from the University. Further information may be found at: <u>Interrupting Your Study Or Withdrawal</u> or for research students. Any such withdrawal will take effect on receipt. This will bring an end to your course, and the University will have no further obligations to provide you with that course, assessment or the award of a degree or other qualification, or with access to the University's facilities. Your tuition fee will be reduced as outlined in our <u>Refund and Compensation policy</u>

10.2. Grounds on which the University may terminate your registration as a student

- 10.2.1. The University may terminate your registration if you do not pay your tuition fees in full when due. This will be 28 days from the invoice date or other date that may be advised to you as part of an instalment arrangement.
- 10.2.2. The University may terminate your registration if a decision is taken to permanently expel you in accordance with our <u>Disciplinary procedures</u>. Such disciplinary decisions may relate to breaches of University regulations and policies, including for example decisions relating to :
 - a) academic performance (Award Regulations);
 - b) fitness to study and/or to practise (General Regulations 13 and 14)
 - c) engagement with your course, including attendance (General Regulation 13); or
 - d) where your behaviour represents a risk to the health, safety or welfare of yourself or others. (General Regulation 12 and 14); or
 - e) any breach of UKVI Immigration Regulations (General Regulation 5); or
 - f) any other serious breaches of the General Regulations.
- 10.3. On your withdrawal you are entitled to an adjustment to your fees in accordance with the <u>Refund and Compensation policy</u>
- 10.4. On your withdrawal you are required to return your student identification "campus" card, together with all property owned by the University. You must pay all outstanding fees immediately.
- 10.5. Your withdrawal does not end the University's powers in relation to a breach of its General Regulations for Students, provided that the alleged breach of the Regulations relates to your time as a student.
- 10.6. Termination of your registration will mean that the University will have no further obligations to provide you with a course, assessment or the award of a degree or other qualification, or with access to the University's facilities. If you consider that the grounds on which the University has decided to refuse you permission to register were wrong, you may lodge an appeal or complaint in accordance with the relevant appeal or complaints policy as detailed in paragraph 15 below.

11. Changes to courses and discontinuing courses

- 11.1. The University will endeavour at all times to keep any changes to courses to a minimum and to keep you informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons.
- 11.2. If we are proposing to make changes to the course you are studying which are "substantial", we will invite your views on the proposed changes before we decide whether or not to proceed. After seeking your views, and considering your response together with those of other affected students, we will decide whether or not to proceed as proposed, or to proceed with a modified proposal. You will be informed of the outcome and given the opportunity to discuss the implications of any change on your studies and of any options available to you.
- 11.3. In exceptional circumstances changes may be made to the course you are studying in consultation with student course representatives rather than individual students affected and you will be informed of the outcome and given the opportunity to discuss the implications of any change on your studies and of any options available to you.
- 11.4. However we will only make "substantial" changes to your course in the circumstances set out below. Substantial changes are changes which involve:
 - a) A decision to close or discontinue a course;
 - b) A decision to discontinue or add a core or compulsory module;
 - c) A decision to make significant changes to the physical location where courses are taught;
 - d) A decision to make significant changes to the method by which a course is taught or assessed;
 - e) A decision to merge two or more courses or similar major restructuring of a degree programme.
- 11.5. We might be obliged to make such changes for reasons outside our control, for example:
 - a) Where the government or regulatory body (for example a professional body which makes regulations governing the eligibility of graduates to enter a profession) introduces new requirements or otherwise obliges us to implement changes.
 - b) Where the government, funding council or other public body that provides funding changes the funding available to your course or the department providing your course in a way which makes the continuation of the course unviable.
 - c) Where the government requires national or local lockdowns or imposes other restrictions designed to control the spread of COVID-19 or other viruses
- 11.6. If it becomes necessary for the reasons set out at paragraph 11.4 to make substantial changes at any stage before or during your studies, you will be informed by email.
- 11.7. Printed materials are accurate at the time of publication. Any changes to the printed materials will be made to the online version and applicants are strongly advised to consult this prior to application. Information is available on the University's online course catalogue <u>www.uea.ac.uk/study/course-finder</u>.
- 11.8. If you are an applicant to a course you will be notified immediately of any substantial change likely to have a bearing on your application. If a Course is substantially varied from the description for reasons other than circumstances beyond the University's control (see paragraph 11.4) the University will explain what the changes are and if

you do not wish to accept the substantial changes the University will do all that it can reasonably do to provide a suitable replacement programme. In the event of withdrawing an application from the University you may cancel the contract and withdraw without any liability for fees. If a decision is made to close or discontinue your proposed course the University will do all that it can reasonably do to provide a suitable replacement programme. You are entitled to withdraw from the programme and, in the case of applications through UCAS all necessary amendments will be made to enable you to make an additional choice of course. In the event of withdrawing an application from the University you may cancel the contract and withdraw without any liability for fees.

- 11.9. If your studies have commenced, you will be entitled to withdraw from your Course by telling the University in writing. Such withdrawal does not prevent you from pursuing any other remedies that you may have, for example under the complaints procedures, to the Office of the Independent Adjudicator or through the courts.
- 11.10. Paragraphs 11.11 and 11.12 below make further provision in the exceptional event of a course being cancelled once you have commenced your studies. Nothing in those paragraphs affects your rights as a consumer.
- 11.11. If in exceptional circumstances the University discontinues your Course, or combines it with others, the University will do all it reasonably can to make arrangements to allow you to complete the Course. Equally exceptionally, this may include making arrangements for you to complete the Course at a different institution. However, this will not require the University to pay the different institution tuition fees that are substantially more than the Fees you have been charged or are due to be charged for the part of the course that has yet to be provided. Details are given in our <u>Refund</u> and <u>Compensation Policy</u> which states that In the event students transfer to complete their studies at another provider, the University would provide a compensation payment that would cover
 - a) In the case of students on a course with an unregulated fee
 - i. the difference in tuition costs between the fee that would have been liable at UEA and the fee at the new provider to complete the course
 - ii. relocation expenses of up to £1,500 on the provision of receipts
 - iii. the fee for any single academic year of additional study at, and required as a condition of registration, by the new provider and a sum of £3,500 towards maintenance costs for this year of additional study
 - b) in the case of students on a course with a government regulated fee
 - i. relocation expenses of up to £1,500 on the provision of receipts
 - ii. the fee for any single academic year of additional study at, and required as a condition of registration, by the new provider and a sum of £3,500 towards maintenance costs for this year of additional study If it proves impossible to make suitable arrangements to complete the course then the University will proceed to consider replacement programmes in accordance with paragraph 11.12 below.
- 11.12. If, having commenced a course, it is cancelled or substantially varied from the original description for reasons other than circumstances beyond the University's control (see paragraph 11.4) the University will do all it reasonably can to provide a suitable replacement programme. If you do not wish to accept the replacement programme, you are entitled to withdraw from the programme. In the event of such withdrawal the University shall make an appropriate refund of course fees and make a compensation payment which would take into account maintenance costs and the

duration of study. More detail can be found in the University's Student Protection Plan (link).

12. Lost or damaged academic work

- 12.1. You are strongly advised to keep your own electronic backups and hard copies of all course and assessed work. If it is not possible to keep a backup (for example of original artwork), a detailed photographic record should be kept instead.
- 12.2. The University (and its officers, employees or agents) cannot accept responsibility, and expressly excludes liability, for the loss or damage of any copies of your academic work (coursework or assessment) before it has been submitted. Coursework that is not submitted or is incorrectly submitted or is submitted late may be subject to a mark penalty; you should retain copies of submitted work as in certain circumstances you may be required to provide additional copies. The effect of non-submission or late submission is set out in more detail in the guidance on the <u>Submission of coursework for assessment</u>.
- 12.3. Submitted coursework is retained as detailed in this same guidance https://www.uea.ac.uk/about/university-information/governance/policies-andregulations/general-regulations/submission-of-work-for-assessment-taughtprogrammes

13. Ownership of Intellectual Property in work created during the course of your studies

- 13.1. For more information, the UK Intellectual Property Office publishes guidance on what individual intellectual property rights are including, at the time these terms were prepared, an IP tutor e-learning tool intended for students and academics (<u>http://www.ipo.gov.uk/blogs/iptutor/</u>). In this paragraph Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, rights in designs, rights in computer software, database rights, plant breeders rights, know-how, trademarks and all other intellectual property rights, in each case whether registered or unregistered and including all applications, rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection existing now or in the future in any part of the world.
- 13.2. The arrangements concerning ownership of Intellectual Property Rights arising in the course of research based postgraduate degrees are different to other types of degree. The University classifies the following as research based degrees:
 Masters by Research
 Master of Philosophy
 Doctor of Philosophy (Integrated Studies)
 PhD by Publication Doctorate in Clinical Psychology
 Doctor of Education
 Doctor of Medicine
 Professional Doctorate
- 13.3. If you carry out sponsored or collaborative work during your course of study, special arrangements will apply to any Intellectual Property created in the course of such sponsored or collaborative work. These are set out in paragraphs 13.6 & 13.7 below.

- 13.4. If you are studying an undergraduate degree or a postgraduate degree, which is not classed by the University as a research based postgraduate degree, all rights, title and interest in or to any information and data, and any other Intellectual Property Rights whatsoever created by you in the course of your study at the University, other than where this arises in the course of sponsored or collaborative work, shall remain your property. However, you agree that the University shall have an irrevocable right, without payment to you, to use such Intellectual Property Rights for its internal activities and purposes including teaching and administration.
- 13.5. If you are studying a postgraduate degree, which is designated by the University as a research based degree, all rights, title and interest in any Intellectual Property Rights will be agreed between you and the University (the Postgraduate Research Service) before the commencement of the relevant course of study. There may be occasions where this will require review on an annual basis but where this applies you will be specifically advised at the time an offer is made. In default of such agreement any such Intellectual Property Rights shall belong to the University.
- 13.6. "Sponsored" work refers to work carried out in the course of a project part of the cost which is which is being met by a third party sponsor, such as a research organisation, company or individual. Where a sponsor agrees to sponsor particular work, it will often do so on the basis that it is entitled to certain rights or to specify how the results of the work are used. All rights, title and interest in any Intellectual Property Rights which may arise in the course of sponsored work will be agreed between you and the University before or at the time the sponsored work is agreed. In default of such agreement any such Intellectual Property Rights shall belong to the University.
- 13.7. "Collaborative" work refers to work carried out by you in collaboration with others at the University or with others outside the University who have agreed with the University to collaborate on work with the University. Where Intellectual Property Rights arise in the course of collaborative work, these should be able to be used for the benefit or all those involved in the collaboration, and all rights, title and interest in any Intellectual Property Rights which may arise in the course of collaborative work will be agreed between you and the University before or at the time the collaborative work is agreed. In default of such agreement any such Intellectual Property Rights shall belong to the University.
- 14. Limitation of the University's Liability to you for failing to comply with its obligations under these terms
- 14.1. This paragraph limits the legal liability of the University or its officers, employees or agents to you in certain circumstances;
- 14.2. Nothing in this agreement (including this paragraph) shall limit or in any way restrict any liability of the University
 - a) For death or personal injury caused by the University's negligence or the negligence of the University's officers, employees, agents or contractors;
 - b) For fraud or fraudulent misrepresentation;
 - c) For defective products under the Consumer Protection Act 1997;
 - d) For unlawful discrimination, victimisation or harassment arising under the Equality Act 2010
 - e) Arising under the Protection from Harassment Act 1997
- 14.3. References to legislation in this agreement are intended to include references to any amendments, extensions or re-enactments of such legislation. This is because legislation may be amended, extended or re-enacted from time to time by Parliament.

- 14.4. Nothing in this agreement shall exclude the University's liability under s.57 of the Consumer Rights Act 2015. However, the University's liability to you is restricted as explained at paragraph 14.5 below.
- 14.5. Subject to paragraph 14.2 above the University's liability (and that of its officers, employees or agents) under or in connection with these terms and conditions whether arising in contract, tort, negligence, breach of statutory duty or in any other way, shall not exceed the total of the fees paid and due to be paid by you under this agreement to the University for your course.

14.6. No liability by either party for matters outside their control

Neither party shall be liable to the other for any loss arising from matters outside the party's control which could not have been foreseen or prevented even if the party had taken reasonable care. This includes (but is not limited to), strikes or other industrial action (within the University or at third parties) staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems.

15. Complaints

- 15.1. The University has complaints procedures for use by any student or prospective student who wishes to make a complaint about matters which are the responsibility of the University. The University is committed to dealing with complaints promptly and fairly with an appropriate remedy, if upheld in accordance with the University's procedures.
- 15.2. In the case of prospective students, the complaints procedures are;
 - a) <u>Taught Programmes</u>
 - b) Research Programmes
- 15.3. The University procedures for dealing with complaints by registered students are published on the UEA Intranet as follows;
 - a) <u>Non-academic complaints</u>
 - b) Academic appeals and complaints
- 15.4. If you have a complaint you should, in the first instance, seek to resolve the matter informally by taking it up as quickly as possible with the person(s) who are most directly involved if at all practicable in an informal manner. This may involve contacting the Admissions Service or Postgraduate Research Service if you are an applicant, or your Personal Adviser/Supervisor, another member of the academic staff or other appropriate person, if you are a registered student.
- 15.5. If you remain dissatisfied following the process of informal resolution, you may take up your complaint formally through the appropriate Complaints Procedure. The Procedures also explain the circumstances in which you may complain to the Office of the Independent Adjudicator for Higher Education.
- 15.6. If you are a registered student you are encouraged to seek the advice of the Students' Union Advice Centre when making a complaint. Registered students and prospective students may also seek advice from other sources, for example Citizens Advice Bureau, Law Centres or solicitors.
- 15.7. The University also has public interest disclosure <u>"whistleblowing policies</u>" for students and for students who are also workers at the University.

16. Other terms and Notices

- 16.1. Each paragraph of these terms operates separately. If a court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.
- 16.2. This agreement is personal to you; you may not assign or transfer it or any of the rights and obligations under it to anyone else.
- 16.3. Any officer, employee, or agent of the University may enforce these terms and conditions on behalf of the University. Neither party intends that any of these terms and conditions will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999. This means for example that the University has no liability to students and prospective students' parents, guardians or sponsors.

16.4. Notices

- 16.4.1. Any notice given under these terms and conditions must be given by email or by post. Students are reminded of General Regulation 8 to be in a position to respond to any notice within 48 hours of it being made available to them. The University accepts that short term illness may impact a student's ability to respond in this timeframe. The main form of communication with students is via email using students' University email accounts. The University will send any notice to you by email to your University address and may additionally send it by post to your term-time or your home address as appropriate.
- 16.4.2. Notice to the University should be sent to the University Secretary either by email to University.Secretary@uea.ac.uk or by first class letter addressed to the University Secretary, University of East Anglia, Norwich Research Park, Norwich NR4 7TJ or to such other postal or email address as may be notified to you.
- 16.4.3. You must keep your contact details up to date on the University's student Information System "eVision" (General Regulation 8)
- 16.5. The University will need to process data relating to you, in accordance with the Data Protection Act 2018 and General Data Protection Regulation. This includes essential processing that is necessary for the administration of your studies and to ensure the University can support your safety and wellbeing.
- 16.6. Your attention is drawn to the <u>Student Privacy Notice</u> The Student Privacy Notice explains the ways in which we will process your personal data, including when we might disclose certain types of personal data to third parties such as the Student Loans Company, Professional Bodies, Office for Students, UK Visas and Immigration/the Home Office, and others. Where it is necessary for the University to process your personal data in ways not included in the Student Privacy Notice we will inform you as required by current data protection law.
- 16.7. If we fail to insist,or delay our insisting that you comply with any of your obligations under these terms (including enforcing any sums due to us), this will not mean we have waived any of our rights against you. This means that we would still retain the right to enforce the obligations concerned, in spite of our delay or failure to enforce the terms.
- 16.8. These terms and conditions and the relationship between you and the University shall be governed by English law and you and we both agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 16.9. The University holds public liability insurance and employer's liability insurance which covers the University's legal liabilities for those for which they have care, custody and control. In normal circumstances students on placement activity will be covered by the placement provider's insurance. Students on Study Abroad programmes should

ensure that they obtain relevant insurance such as travel, liability and health insurance.

17. Your rights once you have registered as a student

Once you have registered as a student the University shall:

- a) Abide by the requirements of these terms and point out terms which may be deemed surprising or important.
- b) Provide you with the tuition and learning support appropriate for your Course (including appropriate infrastructure such as IT, library and teaching space facilities) with reasonable care and skill.
- c) Make every effort to deliver your Course as described in the relevant marketing materials for the appropriate academic year subject to any changes expressly agreed with you. Examine and/or assess you in accordance with your Award Regulations and the specific academic regulations applying to your course and confer any degree or other academic awards to which you are entitled.
- d) Make available formal University policies, including regulations, codes of practice and guidelines, within which your Course will be delivered.

18. Changes to these terms and conditions

We may vary these terms if there are changes to the relevant laws or changes in the regulatory requirements placed on the University.