

Undergraduate Terms and Conditions 2023

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Important Information About Your Offer and Your Student Contract With the University

1. These terms and conditions apply to you as soon as you accept an offer from Northeastern University - London (the 'University') of a place on a programme leading to the award of a University degree, diploma or certificate. When you accept an offer from the University a legally binding contract is formed, which governs the relationship between us, and imposes obligations on you and the University, as well as giving you and the University certain rights.
2. **Northeastern University - London – is an English higher education institution registered with the Office for Students.** The University is also registered under company number 07317195 with the registered office at Devon House, 58 St Katharine Docks, London, E1W 1LP, United Kingdom, and the University is a registered charity in England and Wales with number 1189858.
3. These terms and conditions set out the details and conditions for your admission or re-enrolment to one of the University's programmes in the academic year 2023-24. The Terms and Conditions, and other related key documents for previous academic years are available [here](#).
4. If you decide to accept an offer from the University, by signing your offer pack, a contract will be formed between you and the University. Your rights and obligations to the University and the University's rights and obligations to you arising under that contract are set out here. They are also set out in the documents referred to in this contract and the documents listed below. Before accepting your offer you should read this document, those listed below, together with the contents of the documents, regulations, policies and procedures to which they refer carefully and familiarise yourself fully with their content.
 - 4.1. Your offer letter, which includes:
 - 4.1.1. conditions of entry
 - 4.1.2. details of your award
 - 4.1.3. the tuition fees payable by you to the University
 - 4.1.4. the duration of your programme
 - 4.1.5. its start date
 - 4.1.6. how to accept the offer
 - 4.1.7. payment of the CAS deposit (if applicable)
 - 4.2. The relevant Handbooks:

4.2.1. Undergraduate Student Handbook:

- Campus Facilities
- Academic Services
- Student Support and Development

4.2.2. [Academic Handbook](#):

- Undergraduate Attendance Policy
- Academic Engagement Policy
- Disciplinary Procedures for Students
- Complaints Procedure for Students
- Academic Misconduct Policy
- Academic Appeals
- Student Disability Policy

4.3. Undergraduate Programme specifications

5. Your offer of a place to study at the University is dependent on you achieving any condition(s) as set out in your offer letter, or in the case of an unconditional offer, the University's minimum entry requirements.

Changes to These Terms and Conditions

6. The terms and conditions included in this document, together with the documents identified in this section, constitute the terms of the contract and apply to you from the moment you accept an offer of a place with the University. The contract may be updated each year and varied to comply with consumer or other law, to comply with the requirements of our regulators (such as the Office for Students) or to reflect best practice. Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. The University will notify students of any changes to these terms and conditions as soon as reasonably practicable.
7. Such changes are generally either minor in terms of student impact, or are made in the students' interest (or both). The procedure for proposing, discussing, and agreeing to any such changes will usually involve the approval of the Executive Committee (ExCo) and as such will involve consultation with the President of the Student Union. If however you feel that you will be negatively impacted as a result of any such change, in the first instance please raise the matter with the [Head of Admissions](#). If you remain unhappy you may raise a complaint under the [Complaints Procedure for Students](#), where your complaint will be considered in

accordance with that policy, with a broad range of remedies available should your complaint be upheld. If you remain unhappy after the conclusion of that procedure you may be able to complain to the OIA.

8. You will be asked to review the terms and conditions each year, and on enrolling or re-enrolling with the University, you are agreeing that you have read, understood, and accepted our current terms and conditions. If you are unhappy with any change to these terms and conditions you will be able to follow the [Complaints Procedure for Students](#).
9. You can find past year's terms and conditions, and a summary of the main changes from year to year [here](#).

Communication

10. The University will communicate with you as an applicant via the email address and postal address that you provided in your application and/or UCAS Track for applicants who apply via UCAS, the University application form or the Common App.
11. Once you have registered as a student you will be allocated a University email. The University will communicate with you through this email account which you are required to check regularly. Please see the [Acceptable Use Policy for Students \(IT\)](#). This is also the only email address through which you should communicate with University staff.
12. Any changes to your contact details (including your term-time address, your permanent home address, your phone number, or the phone number of your emergency contact) need to be communicated or updated as soon as possible. For applicants you should provide updated details to the admissions contact named on your offer letter. Once you are a student you will be able to update your details on the student information system, Quercus. Details of how to access this will be provided prior to registration.

Your Award and Academic Credits

13. Your award on the successful completion of your programme will be awarded by Northeastern University – London, which is an English registered University based in London. Your award will therefore be officially recognised in England, and you will be provided with a transcript showing the UK marks awarded by the University.
14. The University is part of Northeastern University's global network, but they are separate Universities.

15. Any credits you obtain while you are enrolled with the University, from a course delivered by another overseas higher education provider can be transferred into UK recognised credits.
 - 15.1. For courses taken at one Northeastern University's (NU) campuses, these courses are pre-approved for credit transfer.
 - 15.2. For credit transfer requests from other overseas higher education providers will have to follow the procedures in the University's [Recognition of Prior Learning and Credit Transfer Policy](#).
16. If you intend to progress to study at Northeastern University (studying in the US) for an additional year to complete the US degree, you will need to enter into a separate contract with Northeastern University in that regard, and will be a student of Northeastern University, not Northeastern University London.

Changes to Your Programme of Study

17. Your offer of a place to study at the University is based on the following:
 - 17.1. the latest key information which can be found on the relevant page of the programmes section of the website (as at the date of acceptance of your offer). This includes the required courses for the programme and may include an indication of likely optional courses;
 - 17.2. the relevant current version of the Undergraduate Student Handbook;
 - 17.3. the current version of the Academic Handbook.
18. The University has a robust procedure for approving any programme or course modifications prior to the period review, which is normally after a programme has been delivered for four years. The approval of modifications is conducted using three categories, identifying the significance of the changes. The process can include student and External Examiner consultation depending on the category of change. Further information can be found [here](#), in AQF4 Programme and Course Approval and Modification. This chapter of the University's regulations clearly sets out why modifications might be proposed, when the proposal for modifications can be made by faculty and what the student's involvement and rights are during the process.
19. Changes to programme information (including programme description, course leader, content, mode and/or location of delivery and/or timetable), services and/or facilities, changes to the Student Handbook and

Academic Handbook may be necessary. The rationale for making a change could include one of the following reasons:

- 19.1. to meet the requirements of an accrediting, professional, statutory and/or regulatory body
 - 19.2. to respond to sector good practice or quality enhancement processes
 - 19.3. to keep programmes contemporary by updating practices or areas of study
 - 19.4. circumstances outside the reasonable control of the University, such as a key member of staff leaving or being unable to teach (where the programme or course is reliant on that person's expertise)
 - 19.5. enhancement to the University's premises
 - 19.6. other external circumstances outside the reasonable control of the University including industrial action, significant changes to higher education funding; cyber-attack, pandemic, severe weather, fire, civil disorder, political unrest, government restrictions or serious concern about the transmission of serious illness making a programme unsafe to deliver
20. Changes to programmes or courses may also need to be made where the minimum number of students needed to ensure a good educational or student experience has not been met. Please note that in some exceptional circumstances, programmes may be withdrawn (prior to commencement) for this reason. For further information on the Temporary Suspension of a Programme, please see [here](#). The University will keep the recruitment data under constant review, and where a programme is identified as being 'at risk', prospective students will be notified and offered support. If the University decides not to deliver the programme, prospective students will be provided with advice and guidance to other programmes available to them at the University, or support in locating alternative higher education providers. Normally, the University teaches out programmes that are being withdrawn, however, in the unusual event that a programme is withdrawn once you have started the programme, the University will support you in transferring to another programme either within its portfolio or to another higher education provider. You will receive all the credits you have earned to date and receive compensation as per the University's policy which can be found [here](#).
21. If minor changes to your programme are made after you have accepted your offer, the University will notify you of those changes, and give you an opportunity to provide feedback in relation to any changes proposed or made. For further detail on what constitutes a minor change and how the

University manages the modifications, and your rights in the event that you remain unhappy with any changes, please see [AQF4](#).

22. The University, as a general principle, will only consider and approve modifications to programmes and courses where there is a regulatory requirement or an enhancement to the student's learning opportunities. In the event of a major change, the University will support you in either transferring to another programme within the portfolio or transfer to another higher education provider. For minor changes, you will have an opportunity to be part of the consultation process where you are able to raise issues with the faculty. If you remain unhappy with the changes, you will be able to follow the [Complaints Procedure for Students](#).
23. If you have any questions regarding modifications, please contact the Admissions Team who will be able to help. You can also find more information in the Student Protection Plan and the Cancellation, Withdrawal, Refund and Compensation Policy.

Study with Northeastern University (NU) Outside of the UK

24. If you are studying abroad at a Northeastern University (NU) campus, you will be subject to certain additional regulations and contractual terms of NU, including its disciplinary and academic regulations, and also the laws applicable to the country (and state) of NU and the campus at which you are studying.
25. You will be provided with an induction when studying at NU, which will highlight these additional regulations, terms and local laws, including the potential application of Title IX of the Civil Rights Act while you are in the US.
26. Breach of these additional regulations or contractual terms will be dealt with by NU, in the US, and you will be required to continue your involvement in that process remotely, including by attending any hearing by remote video link where applicable.
27. Students will not be permitted to transfer back to a NU programme before completion of the University programme they are enrolled on. A student can petition for an exception to the Provost's office at Northeastern University, Boston in accordance with the Intra Northeastern system Transfer Protocols.

Fee Status

28. The University will make an assessment of your fee status in accordance with relevant legislation based on the information you provided in or with your application.
29. Further information on how the University assesses fee status can be found in the [Fee Status](#) document and by contacting the [Admissions Team](#).
30. If your fee status is unclear from the information you provided with your application, we will ask you to provide further information and your offer will quote the higher “international” fee rate until your status is confirmed. Therefore, the actual tuition fee payable might be lower than the fee quoted in your offer letter although this cannot be guaranteed and will be objectively determined by reference to the information provided as applied to the fee status rules.

Deposits for International Applicants

31. If you are an international applicant and require a Student Route Visa to study in the UK, you will be asked to pay a deposit to prove your intention to study at the University before we will issue your Confirmation of Acceptance for Studies (CAS) statement. This deposit is known as the CAS Deposit.
32. The CAS Deposit is generally non-refundable and non-transferable, however the circumstances in which the CAS Deposit can be refunded (in whole or part) are contained in the [Cancellation, Withdrawal, Refund and Compensation Policy](#).
33. More information about the CAS deposit for international applicants can be found [here](#) or in the relevant international fees list.

Fees, Tuition Fee Increases, and Payment

34. The University will review tuition fees annually and may increase tuition fees annually in line with the Policy. For further information on the annual review of programme fees, please see the [Annual Programme Fee Review Policy and Procedure](#). This Policy sets out the circumstances in which tuition fees will be reviewed and may be increased by the University.
35. Unless your offer letter says otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation (whether in the UK or if you are studying abroad), repeat periods of study, extensions to the designated period of study, travelling expenses,

insurance or any other miscellaneous expenses which may be related to your programme of study (such as the cost of field trips, books and equipment). For more information on additional costs to your programme, please see [here](#).

36. It is your responsibility to make sure your fees and all expenses relating to your programme are paid in full (and/or where relevant, in accordance with your payment schedule - see 37 below) and on time. If a third party is to pay the tuition fees and any additional costs on your behalf, responsibility remains with you to pay such fees/costs if that third party fails to pay them when they fall due. The University's Fees Lists documents outline all fees payable. Copies of the relevant documents can be accessed via the relevant link:

36.1. [Undergraduate Home Fees](#)

36.2. [Undergraduate International Fee](#)

37. The University can, on request, provide an individual payment schedule for students taking into account preferred payment options and any scholarship and/or bursary award. To obtain an individual payment schedule, please contact the [Finance Team](#).

Fees for Repeat Courses

38. If you find yourself having to repeat courses in a subsequent academic year, you are liable to be charged on a pro-rata basis. For example, if you are repeating a whole academic year, you are likely to be charged for the full year. If you are repeating a single course, you will be charged the relative proportion of the annual tuition fee plus an administration fee of £500, i.e. repeating a 30 credit course, you will be charged 25% of your annual tuition fee plus a one off administration fee.
39. The University works on a case-by-case basis and takes into account extenuating circumstances.

English Language Requirements

40. All students whose native language is not English must demonstrate that they have achieved a certain level of English before starting their programme. If your conditions of offer include an English language requirement, this can be demonstrated via an approved English language test or alternative qualification listed [here](#).

41. Students who require a Student Route Visa to study with the University may have to demonstrate that they meet its English requirements. For information on visa matters, please email the [Visa Team](#).

Visas and Immigration Permissions to Study in the UK and in the US

42. You may need a study visa to enable you to be in the UK to study. The University reserves the right to withdraw your offer of a place/terminate your contract with the University if it is subsequently found that you are not eligible for a study visa, the visa requirements change after you are made an offer of a place (and you are unable to meet the revised visa requirements) or it is identified that you are in breach (or reasonably suspected to be in breach) of the conditions of your visa. For information on visa matters, please email the University's [Visa Team](#) or see the [Academic Engagement Policy](#).
43. You may need a visa, (whether a stand-alone visa, a visa waiver, or an amendment to an existing visa), to enable you to travel to and study in the US for part of your programme. The requirements and costs of any such visa (or amended visa) may be different to the Student Route visa for study in the UK.
44. In the event that you are due to study in the US for a semester but are unable to (whether due to issues obtaining a US visa, potentially due to a previous criminal conviction, insurance cover, or other extraneous factors) you will be able to study courses worth equivalent credits instead in the UK in London during that semester. The University will take reasonable steps to assist you, but a refund of fees or compensation will not be payable to you in the event you do have to study in the UK rather than the US, for a reason that is outside of the University's control.

Deferring Your Start Date

45. Requests to defer entry to the following year/entry point will be considered on an individual basis and there is no guarantee of a deferred place being offered. Requests for deferral should be made in writing to the [Admissions Team](#).
46. The tuition fees stated in your offer letter are based on the start date in 2023 and will apply for that year of study. However, if you subsequently request to defer your entry to the following year, your tuition fees may be more than is stated in your offer letter and you should contact the [Admissions Team](#) for more information.

47. If you apply for a place for the following year from the outset, the fees for the following year might not be available and your offer will quote the current year's fees as a guide. The fees may increase for the following year and you will be notified of the correct tuition fee payable as they become available, please see [here](#) for more information.
48. As a consequence of deferring your entry to the following year, you accept that the University may be required to vary the services, facilities, description, content, mode and/or location of delivery and/or timetable of your programme. Should this be the case, the University will notify you of any material variations as soon as reasonably practical and you will have the opportunity to cancel your acceptance (and contract with the University) if you are unhappy with the changes to the programme. Please see [Changes to Your Programme of Study](#) for further information regarding changes to programmes.

Cancelling Your Acceptance

49. After you have accepted your offer of a place, you have a statutory right to cancel your acceptance within 14 days without giving any reason, and obtain a full refund of any deposit/fees paid, under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire after 14 days from the date you accept your offer.
50. To exercise your right to cancel, you must inform the Admissions Team (Devon House, 58 St Katharine Docks, London, E1W 1JP, United Kingdom, email [Admissions](#)) of your decision to cancel this contract by a clear statement (e.g. a letter by post or email). You may use the [Cancelling your Acceptance Form](#), but it is not compulsory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
51. If you cancel your acceptance within the 14-day cancellation period, the University will reimburse you all payments received from you without undue delay, and in any event, not later than 14 days after the day on which you inform us of your decision to cancel. The University will make the reimbursement using the same means of payment as you used for the initial transaction where possible, unless the University has expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you request to begin the performance of services (i.e. start your programme) during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you

have communicated to us your cancellation of this contract, compared with the full cost of the programme.

52. Outside the statutory cancellation period outlined above, your right to a full refund, partial refund, or to no refund of your tuition fees will depend upon when you cancel your place. The full details including important cut-off dates are contained within the University's [Cancellation, Withdrawal, Refund and Compensation Policy](#).

Registration, Enrolment and Re-Enrolment

53. You are required to register and enrol at the beginning of your studies at the University and re-enrol in subsequent years by the stipulated deadlines. If you fail to do so, you may not be allowed to start/progress on your programme or you may be withdrawn from the University (i.e. The University will terminate your contract). If you enrol or re-enrol late, you will be expected to contact your faculty to obtain any missed programme content and the University will not accept any liability for any programme content or assessments you miss.
54. If you do not enrol or re-enrol by the enrolment deadlines you may be withdrawn for non-enrolment. If you are withdrawn you will be notified by email that your record has been closed and that you are no longer eligible to continue your studies or access the University's facilities. Any credits that you have attained before your withdrawal will be awarded, and UKVI and Student Loans Company (as relevant) will be informed of your withdrawal.
55. The University recognises that personal or other circumstances may require a student to take a break in studies. A student wishing to take a break in studies must contact [Registry](#) immediately in order to have any request considered. A break in studies may have implications for a student's visa (where relevant) and fee liability. A student that does not have a break in studies agreed and fails to enrol or attend regularly, or fails to comply with the [Undergraduate Student Attendance Policy](#) and [Academic Engagement Policy](#) as applicable may be withdrawn from the University.
56. If you hold a Student Route Visa, the University will inform the UKVI of your non-enrolment and withdraw sponsorship of your visa.
57. If you are in receipt of a student loan from the UK government, the University will inform the Student Loans Company of your withdrawal.
58. If you receive notification of your withdrawal, you may be reinstated within a reasonable period by submitting a [Late Enrolment Approval Form](#).

59. You may still be liable for fees in the event that you are withdrawn for non-enrolment.

Non-Payment Of Fees

60. If you do not pay your tuition fees as outlined in your payment schedule, you may be withdrawn from the University. In the event that you are withdrawn from your programme, you will be considered to have cancelled your place and therefore be subject to the [Cancellation, Withdrawal, Refund and Compensation Policy](#).
61. If you are a student who requires a Student Route Visa to study at the University and are withdrawn from your programme, you will be reported to the UKVI and the University will withdraw sponsorship of your visa.
62. If you have completed your programme, you may not be allowed to graduate and/or your degree certificate/academic statement may not be provided to you until your outstanding tuition fees have been paid. We may also take legal action against you to recover any unpaid fees.

Criminal Charges, Cautions And Convictions

63. All offer holders are required to promptly notify the University of the details of any relevant unspent criminal convictions, as soon as they have accepted their offer. In most cases a relevant unspent conviction will not preclude an applicant from studying on a programme
64. All offer holders and students are required to promptly notify the University of the details of any charges, cautions and/or convictions they receive (whether connected to the University or not), and of any bail conditions imposed upon them, between application and enrolment, and while they are enrolled as a student of the University.
65. If you need to notify the University under 63 or 64 above, you will need to provide such information either to the [Head of Admissions](#) as soon as you have accepted an offer from the University if you are an applicant, or promptly and without unreasonable delay to the [Registrar](#) if you are a current student. This requirement is in addition to, and separate from, any declarations with regards to convictions, cautions or charges that you are required to make if you are applying for, or have been issued with, a CAS or a visa.
66. The University's [Declaration of Criminal Convictions Risk Assessment Procedure](#) sets out the University's rules and procedures regarding the disclosure of criminal convictions / charges and the completion of

Disclosure and Barring Service checks (if required), and how the University treats the information provided. Upon receipt of a disclosure, the University will complete an appropriate risk assessment in accordance with the document, which is available [here](#).

67. If you intend to study abroad as part of your programme, any such charge, caution or conviction may also impact on your ability to study at a partner institution and/or to obtain a visa to study abroad.

Disabilities and Learning Support

68. If you have a disability, the University will seek to support you whenever reasonable to do so. If you have not yet disclosed a disability, you are strongly encouraged to do so at the earliest opportunity so that Student Support and Development may assess and seek to support your needs. As individual students' needs (even those with the same condition) can vary, you are encouraged to contact a member of [Student Support and Development](#) before you accept any offer of a place to find out what type of support may be available to you and what information we may need to arrange. If you choose not to tell us about your disability or provide this information with short notice before your programme or examination/assessment start dates or do not provide full information about it before or during your programme of study, we will do our best to help you, but we may not be able to provide the full range of support which might otherwise be available to you, or there may be a delay in providing that support.
69. If you choose to study with our partner university, NU, you will need to consent to the University sharing details of your support needs with them, in order for them to be able to put support in place for you. This support will usually be the same as that which the University provides, but you will need to talk to Student Support and Development to ensure this will be possible.

Change in Circumstances

70. If you have a change in circumstances which results in you taking a Break in Studies (a 'time-out' from studying), during your programme registration period, you are advised to contact [Student Support and Development](#) at your earliest convenience. If you are on a study visa, you will also need to contact the [Visa Team](#).
71. A Break in Studies is normally taken over a 12 month period and the Cancellation, Withdrawal, Refund and Compensation Policy provides you with more information regarding tuition fees.

Data Protection

72. The University will collect and process a range of information about you as part of the application and enrolment procedures and in relation to your academic progress and student record. It is necessary for the performance of this contract that the University collects and processes these data. The information collected will be used primarily for the purpose of processing your application and creating and maintaining your student record. This information will also be used to make statutory returns or regulatory declarations to bodies such as the Office for Students (OfS), the Student Loans Company (SLC), the Designated Data Body, local authorities, and the Police. When you study with NU, in the US, the University will also need to share data outside of the European Economic Area with them, and receive data from them, including in relation to the potential application of Title IX of the Civil Rights Act, disability and reasonable adjustments. For more information on this please see [here](#).
73. All data are held and processed in accordance with the University's [Data Protection Policy](#), and the requirements of the Data Protection Act 2018. Information is normally confidential between the applicant or student, appropriate staff at the University, regulatory bodies (such as those listed at 72 above), NU, and, in the case of international applicants and students, the UKVI. In some cases, application and other data may also be shared externally where programmes have been developed in collaboration with third-party organisations.
74. The University's Data Protection Policy and the Privacy Notice for applicants and students can be found [here](#) and explain how the University collects, maintains and uses your personal data.
75. Further to the University's Data Protection Policy, some photographs or images, including video, of students are included in University promotional material such as the prospectus and website. Any student who does not want their photograph or image to appear in any of the University's promotional material must write to [Marketing](#) to opt out.

Accuracy of Information

76. By accepting an offer from the University, you confirm that the information provided on your application form and in connection with your application is true, complete and accurate, and that no information requested or other material information has been omitted. The University reserves the right to establish the authenticity of information provided on and/or in connection

with your application and it reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if it is reasonably determined and/or the University has reasonable grounds to suspect that false, incorrect, incomplete and/or misleading information has been provided in support of your application by you, by your referee or by any other person acting on your behalf. This is normally identified through the inspection of academic certificates or plagiarism reports on statements.

77. The University requires verification of your qualifications in order to fulfil the conditions of the [Admissions Policy](#). Prior to enrolment with the University, you will be asked by the Admissions Team to supply an original or certified copy of your certificate/official confirmation of your qualifications. This condition must be met before you are permitted to enrol fully with the University. Therefore, you should bring your original or certified copy of your certificate(s)/transcript to enrolment. The University reserves the right to cancel your application and terminate your contract and/or withdraw you from the University if you fail to provide this documentation by the stipulated date. If you have a legitimate reason for being unable to provide the documents requested you should discuss this with the [Admissions Team](#).
78. If the University detects fraudulent activity with your application, the Fraudulent Application Policy and Procedure will be invoked. For further information, please see [here](#).

Intellectual Property

79. “Intellectual Property” includes patents, copyright, database rights, rights in respect of confidential information, physical property rights in materials, applications for any of the above and similar property and rights in any other country of the world. The University has an Intellectual Property Policy which sets out the University’s rules on the ownership, protection and commercialisation of Intellectual Property, including that created by students.
80. The University recognises undergraduate students as the owners of any Intellectual Property they produce while registered as a student at the University but in some circumstances (such as in the case of dissertations, joint projects, or if a sponsor or provider of a placement opportunity has stipulated that all rights must be transferred to it) the University will require a student to assign all of their rights. Original work, such as class work, essays, projects, internal examinations scripts and computer generated material, will belong to you and will (not including

examination scripts) be returned to you when no longer required for the purpose of assessment or display.

Conduct and Attendance

81. You must be aware of and abide by the University's regulations relating to conduct and behaviour, academic and research integrity, export control, and attendance. The University can impose penalties if you do not follow these requirements, and in serious cases can suspend or withdraw you from the University. The University can also suspend or withdraw you if it is reasonably believed that your continuation of your programme presents a significant risk of harm to you or to others. Further information about when that might happen, the process that will be followed, and your rights in this regard (including to appeal) can be found in the [Disciplinary Procedure for Students](#) and [Support to Study Policy](#).
82. More information on the University's disciplinary procedure, academic misconduct, attendance monitoring, support to study, and assessments regulations can be found within the [Academic Handbook](#).

When You May Be Asked to Leave the University/Termination of Our Contract With You

83. The University reserves the right to follow our policies, procedures and regulations and take appropriate action against you if you are in breach of those policies, procedures or regulations, or of these terms and conditions. If you are found to have committed a breach of those policies, procedures or regulations or of these terms and conditions, the University may take steps against you which include, in serious cases, withdrawing you from the University and terminating this contract with you. Serious cases include the following circumstances:
 - 83.1. If we determine that false, incorrect, incomplete and/or misleading information has been provided in support of and/or in connection with your application by you, your referee or by any other person acting on your behalf, including any relevant information relating to criminal convictions. For further information, please see the [Admissions Policy](#).
 - 83.2. If you fail to meet or, as a result of your circumstances changing, you no longer meet any special requirements and/or conditions (as set out in your offer letter) for your programme.

83.3. If you are a student requiring sponsorship under the UKVI Student Route: you require a visa to study in the UK and you do not secure a visa and fail to enrol with the University by the latest acceptance date; you are unable to provide the documentation required as part of the UKVI Sponsor Licence obligations; you fail to mention that you have previously been refused a visa to study in the UK; you provide documents which the University is unable to verify as authentic or which if it is reasonably believe not to be authentic; you have failed to act within the restrictions of your student visa and/or you have failed to comply with or assist the University in complying with the University policy, any relevant Immigration Rules, UKVI Guidance or other Home Office requirements, including:

83.3.1. English Language

83.3.2. Checking that the terms of your visa are correct.

83.3.3. Attendance monitoring and engagement with your programme.

83.3.4. Reporting any updates or changes to your immigration status to the University

83.3.5. Reporting to the University and UKVI changes of circumstances such as nationality, gender, name, new passport and marital status.

83.3.6. Keeping your UK address, telephone and personal email address up-to-date on your student record and/or

83.3.7. Adhering to the conditions of your visa.

83.4. If you are subject to immigration control and have obtained 'other' category of visa that allows you to study in the UK but

83.4.1. You do not adhere to the conditions of your visa

83.4.2. Your visa is cancelled by UKVI

83.4.3. Your immigration status has changed and studying is not permitted

83.4.4. You fail to comply with or assist the University in complying with any relevant immigration rules or other Home Office requirements

83.5. If you are a student requiring sponsorship under the student route or 'other' category visa, and after reasonable investigation the University considers, or is informed by the UKVI, that you are in breach of the conditions of your visa .

- 83.6. Your academic progress is not satisfactory and you are required to withdraw from the programme or the University by a decision of the Progression and Award Board.
- 83.7. You are withdrawn from the University for breach of the disciplinary, academic misconduct, support to study and/or attendance monitoring policies and procedures in accordance with the relevant policies (details of which can be found in the [Academic Handbook](#)).
- 83.8. You do not pay your tuition fees and are considered under the [Cancellation, Withdrawal, Refund and Compensation Policy](#).
- 83.9. You fail to enrol or re-enrol on your programme by stipulated dates.
- 83.10. You receive a custodial sentence of a duration of more than 12 months, or longer than the remainder of your candidature period. You would be notified in writing of such withdrawal decision and would be advised of your right to request a review of this decision.
84. A decision requiring you to leave the University will be taken in accordance with any relevant procedure and subject to any right of appeal or review. If the University has good reason for withdrawing you and does so in accordance with these terms and conditions and any relevant procedure, you will not be compensated for any loss or damage you may suffer as a result.
85. On withdrawal, you are required to return all property owned by the University. You must also pay any outstanding fees. Any action taken by the University to withdraw you will not restrict the ability to take any further action against you that the University has the right to take.

Revocation of Award

86. The University reserves the right to investigate and determine allegations of academic misconduct after an award has been bestowed upon you in accordance with the [Academic Misconduct Policy](#). If you are found to have committed academic misconduct after you have received an award this could result in your award being revoked by the University. For further information see the [AQF7 Part D](#).

Complaints

87. The University is committed to providing a high quality educational experience, supported by a range of academic and administrative services and facilities. From time to time, however, things may go wrong, and, if the matter cannot be resolved informally the [Complaints Procedure for Students](#) sets out a procedure for enrolled students to raise any complaints with the University and for such complaints to be dealt with fairly, consistently and as quickly as possible.
88. Students are encouraged to raise their complaint or concerns at the earliest opportunity, ideally at the time of the incident or as soon as possible after they experience the poor service or support. A complaint will not normally be investigated if a period of three months has elapsed since the alleged action. For further information on the process and time limits see the [Complaints Procedure for Students](#).
89. Students who remain dissatisfied with a decision relating to a complaint they have raised, once they have exhausted the University's internal procedures, may be able to complain to the Office of the Independent Adjudicator (OIA), an independent body which reviews student complaints. Students have up to 12 months from the date of the Completion of Procedures Letter (a letter is issued once a student has reached the end of the University's internal processes) to refer to the OIA.
90. The procedures for prospective students and applicants who are dissatisfied with the outcome or treatment of an application can be found in the University's [Admissions Policy](#). Complaints about admissions are not usually looked at by the OIA.

Student Union Membership

91. All students will become a member of the Student Union on completion of registration and to facilitate this your name and University email will be provided to the Students Union.
92. In accordance with the provisions of the Education Act 1994 Part II, you have the right to opt out of Union membership, and you will not be unfairly disadvantaged in accessing services if you do opt out. If you wish to exercise this right you should inform the SU President by writing to president@nchsu.org. Further information on the Students' Union and services offered can be found [here](#).

Liability

93. If the University fails to comply with these terms, it is responsible to you for any direct loss or damage you suffer that is a reasonably foreseeable

result of the breaking of this contract or failing to use reasonable care and skills, however, the University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the University and you knew it might happen, for example, if you discussed it with the University before entering into the contract. The University will not, however, be responsible for any loss or damage you suffer which is attributable to your own fault and/or the fault of a third party.

94. Save as set out at 96 below, the University's liability to you for all loss or damage suffered by you shall be limited to the total amount of the Tuition Fees payable by you to the University while enrolled on your programme at the University.
95. The University's approach to refunds and compensation is set out in our Cancellation, Withdrawal, Refund and Compensation Policy.
96. The University does not in any way exclude or limit our liability for:
 - 96.1. death or personal injury caused by our negligence
 - 96.2. fraud or fraudulent misrepresentation
 - 96.3. any liability which cannot be limited or excluded as provided for under section 57 of the Consumer Rights Act 2015
97. If the University's performance under this contract is affected by an event outside its control (see 98 below) then you will be contacted as soon as possible to let you know and reasonable steps will be taken to minimise the effect of the delay. Provided this is done, the University will not be liable for any delays caused by the event. If there is a risk of any substantial delay you may contact the University to end the contract and receive a refund for any services you have paid for but not received.
98. Events outside of the University's control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, cyber-attack, pandemic, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the University reserves the right to change or cancel parts, or all, of your programme and/or contract. Please see [Changes to Your Programme of Study](#) of this document for more information regarding programme changes, and paragraphs 6 - 9 for changes to the contract.

General Matters

99. Your contract with the University is between you and the University and only these two parties can enforce it. The Contracts (Rights of Third Parties) Act 1999 does not apply.
100. Although the contracting entities will not change, the University reserves the right to change its name and/or any trading name under which it currently operates.
101. The contract shall be governed and construed in accordance with the laws of England and Wales. By accepting your offer you agree to abide by these terms and conditions and submit to the non-exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes which may arise out of, or in connection with, the contract.

Further Consumer Rights

102. As a consumer, you will always have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill and care, or if the materials the University uses are faulty or not as described.
103. For further details of your legal rights (including statutory remedies) you can visit your local Citizen's Advice Bureau and/or Trading Standards Offices, or you might talk to the Student Union. In addition, you can visit the websites of the Office for Students and/or the Competitions and Markets Authority.

Enquiries

104. Enquiries about the interpretation of these terms and conditions should be addressed to:
 - 104.1. Prior to enrolment: [Admissions Team](#)
 - 104.2. After you have enrolled: [Registry](#)

Version History

| Title: Terms and Conditions 2023 | | | | |
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| Approved by: Executive Committee | | | | |
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| Version number | Date approved | Date published | Owner | Proposed next review date |
| 7.0 | December 2022 | January 2023 | Director of MARV | August 2023 |
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| 3.2 | April 2019 | April 2019 | Executive Dean | October 2019 |
| 3.1 | October 2018 | October 2018 | Executive Dean | October 2019 |
| | | | | |
| Referenced documents | Acceptable Use Policy for Students; Student Handbook; Programme Specifications; Undergraduate and Postgraduate Fees List: International and UK; English Qualification Equivalencies; Cancellation, Withdrawal, Refund and Compensation Policy; Declaration of Criminal Convictions Policy and Procedure for Students and Prospective Students; Undergraduate Attendance Policy; Student Engagement Policy; Student Disciplinary Procedures; Fitness to Study; Academic Misconduct; Complaints Procedure for Students; Admissions Complaints Policy and Procedure; Fraudulent Application Policy; Annual Programme Fee Increase Policy. | | | |
| External Reference Point(s) | UK Quality Code: Admissions, Recruitment and Widening Access; Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013; Data Protection Act; GDPR; HESA; Student Loans Company; Tier 4; Office of the Independent Adjudicator; Consumer Rights Act 2015; Contracts (Rights of Third Parties) Act 1999; Citizens Advice Bureau; Trading Standards Office; Consumer and Markets Authority | | | |