# Student Terms & Conditions 2024



#### A quick guide to the University's Terms and Conditions is available.

If you accept an offer of a place at the University for a programme of study, a contract between you and the University will be made.

This contract allows you and the University to know what is expected of each other. It sets out both your rights and responsibilities and the University's rights and responsibilities.

The detailed rights and responsibilities are to be found in the documents listed below which, together with this document, contain the terms and conditions of the contract

- Your offer of a place at Newcastle University
- The University's on-line <u>Undergraduate</u> or <u>Postgraduate</u> prospectus information, as appropriate
- The University's <u>Admissions policies</u>, which are located on the University website for you to review at any time.
- The University's Regulations and Student Charter these are regularly reviewed and
  any changes normally take effect at the start of the new academic year. A summary of
  changes which might be agreed before the start of the new academic year will be
  published on the <u>University Regulations</u> website. You will be informed directly of any
  major changes for your specific programme of study.
- <u>Student Procedures</u>, which are updated annually
- The University's student <u>health and safety</u> policies and guidance, general <u>rules for use</u>
   <u>of computing and network facilities</u>, <u>Data Protection Policy</u>, <u>Equality strategy</u> and other
   University student policies and procedures.
- Individual Programme requirements, which are shown for each specific programme on the University's website via the on-line <u>Undergraduate</u> or <u>Postgraduate</u> prospectus information.

The following information outlines some of the key terms and conditions through which we, your University and you, work together to create a positive environment for living, learning and academic achievement.

The principles of these Terms and Conditions apply at all our campus locations.

#### Cancelling your acceptance

After you have accepted your offer of a place you can cancel your acceptance within the cancellation period without giving us any reason. The cancellation period runs for 14 days from the date we receive your acceptance. If you cancel your offer within the cancellation period, any deposit or administration or other fees you have paid to the University will normally be refunded in full. If you start your programme during the cancellation period, the University will charge you a reasonable sum for the programme provided.

You can cancel your acceptance by informing the Admissions team by email, <u>ugadmissions@newcastle.ac.uk</u> or <u>pg-admissions@ncl.ac.uk</u>.

## Withdrawing from your Programme

After the cancellation period, outlined above, if you decide you no longer wish to take up your place at the University, you can still cancel this contract at any time without penalty or payment of fees up to 14 calendar days following registration. After that point (i.e. from the start of the third teaching week, in any given year) if you wish to withdraw from the University and from this contract, you may be liable to pay a proportion of the full fees for the academic year – please see the <a href="Credit Policy">Credit Policy</a> for further detail. Please note that refunds and reductions for fees is at the discretion of the University.

## Registration

When you register at the University at the start of your programme you must accept the 'Student Declaration' as part of the on-line registration system which confirms your commitment to follow the University's rules, regulations and statutes. Accepting the Student Declaration will form a legally binding contract between you and the University (encompassing all of the documents as listed on page 1, as well as other key policies that you may be required to accept, read or sign from time to time, such as the Student Disciplinary Procedure, Academic Appeal and Support to Study procedures).

# Changes to your programme of study

The University supports the principle of informed choice for students. Your offer of a place to study at the University is based on the latest programme information published on the relevant page of the University website at <a href="https://www.ncl.ac.uk/undergraduate/degrees/">https://www.ncl.ac.uk/undergraduate/degrees/</a> which is the detailed course information, most up to date digital guide. This includes the core modules for the programme and may include an indication of likely optional modules. Information outlined in the prospectus and on the University website is accurate at the date of publication, but changes to programmes, modules, University services and the content of the prospectus and information on the website may be necessary; for example, to meet the requirements of an accrediting body or to keep courses up to date and in line with contemporary practices or areas of study; or as a result of circumstances outside the reasonable control of the University, including, for example:

- A key member of staff leaving the University or being unable to teach (where the programme or module is reliant upon that person's expertise);
- Where the minimum or maximum number of students needed to ensure a good educational or student experience has not been met or has been exceeded;
- Unexpected lack of funding;
- Industrial action, although the University will take actions to mitigate the impact of this on the student experience;
- Severe weather, fire, civil disorder, political unrest, government restrictions;

- Public health concerns, including the University's serious concern about transmission of serious disease, which might make delivery of any course, programme or module unsafe.
- Necessary changes to the University's statutes, ordinances, regulations, policies and procedures (for example, in the light of changes in the law or the requirements of the University's regulators).

In exceptional circumstances, suspension, discontinuation or combining of programmes of study may be necessary.

For standard taught programmes the majority of timetabled sessions will be in-person and on campus. However, it is sometimes necessary to move a scheduled event to be on-line for unexpected and unavoidable situations, such as, when key members of staff are unexpectedly not available or University buildings are temporarily inaccessible. You would be informed of any changes to your timetable via the Student Portal.

In emergency situations, such as when the University suffers a cyber-attack or marking boycott, it may be necessary to override the [<u>University's Taught Programme Assessment Regulations</u>] to ensure you are not adversely impacted.

For example, where an event occurs (such as a marking boycott or cyber-attack) meaning assessments cannot be marked in time, the University may give you a provisional grade based on earlier marks. Your work would then be formally marked when possible. In this circumstance, your formal grade will not be lower than a baseline provisional grade to protect you against detriment.

If any emergency situation occurs, you will be informed and provided with further information on what changes to your studies or assessment will occur. The University will take reasonable steps to mitigate the impact of emergency situations on you.

If changes to your programme are made after you have accepted your offer, the University will try to give you early notification of those changes and take steps to minimise their impact by offering suitable alternative arrangements (eg timetabling or mode of delivery), helping you to find an alternative programme or University (at no penalty to you), or providing compensation where it determines there is a fair case to do so.

#### Fees and Payment

Please read your offer letter and this guide carefully for details of the tuition fees payable in each year of your programme. Tuition fees are payable for each year of a programme of study, unless stated otherwise, and up to date information about tuition fees and funding is available on the University's <u>Tuition Fees web pages</u>. As a general principle, you should expect the tuition fee to increase in each subsequent academic year of your programme, subject to government regulations on fee increases and in line with inflation. Information about fees for programmes of study can be found in the University's on-line <u>Undergraduate</u> or <u>Postgraduate</u> prospectus information, as appropriate.

It is your responsibility to make sure your fees and any expenses relating to your programme are paid in full and on time.

Unless your offer letter says otherwise, the tuition fee quoted in your offer letter does not include any charges for residential accommodation, examination resits, extensions to the

#### Status - visa and immigration permissions:

Your offer letter includes confirmation of your status as either a 'home' or 'international' student for tuition fee purposes.

If you are an international (non UK or Republic of Ireland) student and require immigration permission to enable you to be in the UK to study, you will have to provide evidence of your Right to Study to confirm your registration. If you do not provide evidence of your Right to Study in the UK within the deadline given by the University, you will be withdrawn from your programme in accordance with the University's policy on <u>student visa requirements</u>. It is essential that you regularly read our emails, sent to the email account you used on your application to the University before registration and University email account after registration. You are expected to carefully follow any instructions for arrival, collection of any required immigration permits and Right to Study checks.

If you believe your status as a 'Home' or 'international' student to be incorrect, you should contact the Admissions team for further assistance - <a href="mailto:ug-admission@newcastle.ac.uk">ug-admission@newcastle.ac.uk</a> or <a href="mailto:pg-admission@newcastle.ac.uk">pg-admission@newcastle.ac.uk</a> or <a href="mailto:ug-admission@newcastle.ac.uk">pg-admission@newcastle.ac.uk</a> or <a href="mail

# Deferring entry:

The tuition fees detailed in your offer letter are based on the start date shown in your offer letter. If you defer your entry, your tuition fees may be more than is stated in your original offer letter. Please contact the Admissions Team for any new arrangements or tuition fees for the year of study.

#### Non-payment of fees:

If you do not pay your tuition fees in full or on time, the University may impose penalties [General Regulations] and The Credit Policy], which could mean you may not be allowed to progress on your programme or your registration with the University may be terminated and thus your status as a student at the University would come to an end. If you owe tuition fees at the end of your programme, the University will not release the award parchment, or a letter of confirmation of award, until you have paid these. The University may also take legal action against you to recover any unpaid fees.

If you do not pay any other (non-tuition) fees or other sums you owe, the University may take action to recover those sums. This may include withholding any service for which you owe money (eg if you do not pay library fines you may not be allowed to access the library or use some of its facilities) or taking legal action against you. See the <u>Credit Policy</u>.

## Non-payment of fees – studying abroad and placements:

If as part of your programme you spend time in another university, institution or organisation in the UK or abroad, the rules and regulations of that university, institution or organisation will apply to you while you are there. Some overseas institutions might impose academic sanctions (eg they might refuse to release your marks) if you do not pay any fees or costs (eg tuition, accommodation, meal plan fees) which you owe them. This might mean you are not able to complete your programme as planned.

#### **Criminal Convictions**

If your offer of a place is conditional on you obtaining a satisfactory Disclosure and Barring Service (DBS) check, the University will decide if any convictions or information revealed are incompatible with a place on the programme. If they are, you will be notified of any condition that needs to be met or that you have not have met the condition and the offer will be withdrawn. For example, if you are joining a course regulated by a professional body, such as the health profession, any conviction might be disclosable, and a decision will be made on your acceptance to the programme.

Any prospective student who has received a disciplinary sanction on a previous Newcastle University programme, following full consideration of the circumstances, may not be accepted for admission to a new programme of study. Examples of disciplinary sanctions likely to be unacceptable are; suspension, deferred expulsion or expulsion from the University.

## Disabilities

If you have a disability the University will seek to support you whenever possible and reasonable to do so. Your disability should be identified on your application and if you have not yet disclosed that disability, we encourage you to do so at the earliest opportunity. Since individual students' needs can vary, it is important that you contact the <a href="Student Wellbeing Service">Student Wellbeing Service</a> before you accept any offer of a place to find out what type of support is likely to be available to you and what information the University may need to arrange this. If you choose not to tell us about your disability, provide this information with short notice before your course 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 you might not be able to have access to the full range of support which might otherwise be available to you.

#### Fitness to Practise programmes

If you are applying for a Professional Programme, you may be required to follow a Fitness to Practise procedure: you may be asked to provide information about your health, undergo a health check and provide evidence of immunisation. Your offer of a place is conditional on such requirements being met. You will also be required to sign a Code of Professional Conduct and Fitness to Practise which is provided with the offer letter.

## Data protection and disclosure of personal information

The University will collect information from your application when you register and during your studies and University life. This will be used to create and maintain your student record, to support your studies and your student life, for your health and safety and for the administration and management of the University, including statistical analysis.

Further information can be found in the University's <u>Data Collection Policy and Data</u> <u>Protection Policy</u>. Information about how your personal information is used can be found at <u>www.ncl.ac.uk/data.protection/informationforstudents/studentdatacollectionnotices/</u> or the separate <u>Student Privacy Notice</u>.

Information about how we use your personal information during the application process can be found in our Prospective Student Privacy Notice.

#### Supporting you during your studies

The University provides a wide range of support for its students if personal circumstances are affecting your academic progress, for example, through reasonable adjustments arranged through contact with Student Health and Wellbeing https://www.ncl.ac.uk/wellbeing or in accordance with the <u>Personal Extenuating Circumstances Policy and Procedure</u>.

#### Conduct and Attendance

You are expected to engage with the learning opportunities provided and undertake assessments and other activities that form part of your programme. You must be aware of the University's regulations and codes of practice relating to <a href="attendance and engagement">attendance and engagement</a> monitoring, behavioural conduct, plagiarism and general academic integrity which are available from the <a href="Student Progress Service">Student Progress Service</a> pages of the University website.

The University's <u>Student Charter and Student Rights and Responsibilities</u> outline what is expected from students and staff with regard to respectful behaviour and treating others with courtesy, fairness and respect.

The University can impose sanctions if you do not follow these requirements and in serious cases the University can suspend or exclude you. The <u>University's Student Disciplinary</u>

<u>Procedure</u> outlines relevant sanctions imposed for outcomes of misconduct.

## When you may be asked to leave the University

You may be asked to leave the University if:

- There is a lack of engagement with your studies or your academic performance or progress is not satisfactory;
- Your conduct is found to be in breach of the Student Charter, following investigation under the Student Disciplinary Procedure
- □ As a result of a Fitness to Study or Fitness to Practise hearing outcome
- □ You do not pay your tuition fees in accordance with the University's Regulations;
- You are dismissed from any other organisation/placement which you are required to attend or be a member of as part of your programme;
- You do not have the correct visa or immigration permission to study on your programme at the University, and you require a visa to enable you to be in the UK to study;
- □ You have not supplied all relevant information or have supplied false or misleading information relating to your application to the University;

Any decision requiring you to leave the University will be taken in accordance with the relevant procedure and subject to any right of appeal or review. In these circumstances the University will not refund tuition fees for the period of registration nor compensate you for any loss or damage you may suffer as a result, except where you have suffered personal injury or death and the University has been found to be negligent.

## Intellectual property

As a student you are subject to the University's regulations around intellectual property ownership, protection and exploitation. Please see the University's information on <a href="https://libguides.ncl.ac.uk/copyright">https://libguides.ncl.ac.uk/copyright</a> which includes the Policy Statement on Intellectual Property which applies to taught students .There is a separate Policy Statement on Confidentiality and Intellectual Property for Research Students.

#### Accommodation

If you apply to live in University accommodation, this is subject to separate terms and conditions. Further details of these are available at: https://www.ncl.ac.uk/accommodation/.

### Liability

You are strongly advised to obtain insurance for your own property before arriving at the University. Note, also, that sporting activities are undertaken at your own risk. In certain circumstances you may be required to obtain other types of insurance, for example, Medical Defence Insurance.

The University cannot accept responsibility for damage to your personal property (including vehicles and bicycles parked on University campuses).

#### Queries, appeals and complaints

If you have any questions about these Terms and Conditions you can contact our Head of Student Progress: <a href="mailto:head.studentprogress@ncl.ac.uk">head.studentprogress@ncl.ac.uk</a>

If you have any concerns or complaints about how your application is processed, you can follow the <u>Admissions Complaints and Appeals</u> Procedure.

The University has a <u>Student Complaints and Resolution Procedure</u> which provides a system for all registered students to raise concerns and complaints about both academic and non-academic matters.

If your complaint cannot be resolved by the University, you have the right to approach the Office of the Independent Adjudicator for Higher Education. You must exhaust the University's complaints process before using this route. <a href="https://www.ncl.ac.uk/student-progress/policies/procedures/">https://www.ncl.ac.uk/student-progress/policies/procedures/</a>