

## Terms and Conditions of Enrolment

### **1. Introduction to and effect of these Terms and Conditions**

1.1 By accepting your offer of a place with Aston University (“the University”), a Student Contract (“the Contract”) will be formed between you and the University. This Contract sets out the rights and obligations that you will be bound by during your time as a student. It will also contain all the obligations that the University owes to you.

Your Contract consists of:

- These terms and conditions (“the Conditions”), which are the standard terms and conditions for undergraduate, postgraduate and all other students enrolling at the University.
- Your offer letter.
- The Tuition Fee Charging Policy.
- The Student Complaints Procedure which the University may update from time to time in line with current OIA guidelines.
- Privacy Notice for Students and Prospective Students.
- Intellectual Property Policy.

Although they do not form part of your contract, students should act in accordance with the University’s rules, regulations and policies, in force from time to time, which can be found on My Aston Portal and the Principles and Policies webpage.

If there is any inconsistency between these Conditions and any other document or representations made by or on behalf of the University, these Conditions are intended to prevail.

- 1.3 No contract will exist between you and the University until you formally notify the University of your acceptance of an Offer of a place either in writing or via a University-approved online offer/acceptance system, whichever is applicable to your application, whether that is direct to the University or through UCAS or any other agency acting with the authority of the University.
- 1.4 It is a condition of entry onto the Programme, and of your subsequent continuation in each academic year, that you formally enrol via the University’s on-line enrolment process. By doing so you are confirming that you understand and accept these Conditions (and any amendment or addition to the same applicable at the date of enrolment in each academic year), the University’s rules and regulations and undertake to pay all fees due, by the dates specified by the University, unless previously agreed otherwise by an authorised officer of the University.
- 1.5 You may cancel your acceptance of this Offer within fourteen calendar days, beginning on the day after you have notified us in writing of your acceptance. If this period ends on a non- working day, it will be extended until the next working day. Subject to clause 1.7, refunds will be subject to the University’s Tuition Fee Charging Policy. To cancel your acceptance, please complete the University’s cancellation form and send it to Admissions Team,

Admissions, Recruitment and Outreach, Aston University, Aston Triangle, Birmingham B4 7ET or email [apply@aston.ac.uk](mailto:apply@aston.ac.uk).

- 1.6 If your Course has already begun or is due to begin before the end of the 14 day cancellation period, by completing enrolment you are expressly agreeing that the University's service to you should begin within the 14 day cancellation period. If you subsequently decide to cancel your place on the Programme within the 14 day cancellation period, the University will charge you a reasonable sum that is in proportion to the services already provided by the University in relation to your Programme until the date of cancellation. If you cancel your place after the 14 day cancellation period has ended, you will be obliged to pay a proportion of your tuition fees in accordance with the Tuition Fee Charging Policy.
- 1.7 Where the University has entered into an agreement with a third party in respect of your Programme, refunds will be subject to the University's agreement with that third party. Please refer to your offer letter for further information and contact the University Admissions Team if you have any questions about your rights.

## **2. The University's Obligations to You**

The University will deliver the Programme to you with all reasonable care and skill and will make available all learning support facilities and other services as it considers appropriate.

## **3. Your Obligations to the University**

- 3.1 You are required to comply with your obligations under these Conditions and to:
  - 3.1.1 for those holding a Student visa, attend lectures, training, tutorials, examinations and other activities which form part of the Programme (subject to absence for genuine medical reasons or other special circumstances). Failure to do so may result in you being withdrawn from the Programme;
  - 3.1.2 for those who are funded by the Student Loans Company or sponsored by an employer or other body, may be required by those bodies to attend lectures, training, tutorials, examinations and other activities which form part of the Programme (subject to absence for genuine medical reasons or other special circumstances). Failure to do so may result in you being withdrawn from the Programme;
  - 3.1.3 complete and submit all course work required for the Programme of study or research by published deadlines or inform tutors where a situation arises that prevents you from doing so in accordance with University Regulations;
  - 3.1.4 carry out adequate preparation for any activity which you are required to undertake in connection with your studies or research outside the University ensuring that at all times you are conducting yourself in an appropriate manner in accordance with the University's Regulations;
  - 3.1.5 provide the University with an emergency contact name and details which may be used by the University at its discretion and notify the University promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your home/term time correspondence address;
  - 3.1.6 comply with any professional standards that may be applicable to the Programme;
  - 3.1.7 familiarise yourself with and agree to abide by the University's Regulations which are set out in more detail in Condition 5;

3.1.8 notify the University promptly in the event that you choose to withdraw from your Programme for any reason. If you do choose to withdraw from your Programme, the University will be entitled to consider you as being still enrolled until the date when the University has received written notification that you wish to withdraw from your Programme or the University has notified you in writing that your place on your Programme has been terminated;

3.1.9 If you do withdraw from your Programme for any reason you must:

- (a) cease attending lectures and/or undertaking research, and
- (b) return all items and materials issued to you but owned by the University, including your student card, and
- (c) pay any outstanding sums owed to the University.

3.1.10 If you fail to participate in your Programme of study and/or research to an extent that your personal tutors or supervisors believe that you will be unable to successfully progress or complete the Programme, or you fail to respond adequately to the University's attempts to seek your reengagement with your Programme of study and/or research, the University will be entitled to consider you withdrawn from your Programme and take steps to terminate your place on the Programme.

3.1.11 provide written notification to the University in the event that you require a leave of absence from your Programme for any reason. The University will consider you as still enrolled on your Programme until such date as the University receives written notification that you need / wish to suspend your studies by taking a leave of absence. If you do take a leave of absence from your Programme for any reason you must:

- (a) stop attending lectures and/or undertaking research, and
- (b) get in touch with the University at least one month before the end of your leave of absence to confirm your return or, if eligible, to request an extension to your leave of absence.

#### **4. Fees and Payment**

As a student of the University, you will be required to pay fees which will be set out in your offer letter relating to your specific Programme.

Please note that if you withdraw from your Programme or take a Leave of Absence you may still be liable for tuition fees. Please refer to the University's Tuition Fee Charging Policy.

#### **5. University Rules and Regulations**

5.1 As a condition of accepting an Offer, you agree to familiarise yourself with and abide by all of the University's rules and regulations including but not limited to the University's General Regulations for Programmes, Regulations on Student Discipline and the Intellectual Property Policy. Copies of General Regulations and/or Codes of Practice directly relevant to your Programme are available on My Aston Portal (MAP). The University reserves the right to update its policies, procedures and regulations from time to time.

- 5.2 If your studies with the University are terminated as a result of disciplinary action taken against you in accordance with the disciplinary procedures of the University these Conditions will end automatically without the need for any notice, unless the University confirms otherwise in writing.
- 5.3 If you are expelled or dismissed from any institution or organisation other than the University which you are required to attend or be a member of as part of the Programme, the University will be entitled to end these Conditions immediately by written notice to you.
- 5.4 The termination of your studies for whatever reasons will not exempt or release you from your obligation to pay any fees due to the University or from complying with any other obligation under these Conditions which may have been required of you prior to any such termination of your studies.

## **6. Membership of the Students' Union**

As a student of the University you will have the opportunity to become a full time member of the University's Students' Union. To do so, you will be required to opt-in during the University's enrolment process. Those students who fail or choose not to opt-in will not be unfairly disadvantaged with regards to the provision of services. Conduct of the Union of Students is regulated in accordance with the Education Act 1994, and the relationship between the Students' Union and the University is regulated by a Memorandum of Understanding. Further information is available from the Students' Union or the University.

## **7. Plagiarism Detection Software**

The University may use plagiarism detection software, such as Turnitin™, as a supportive teaching tool to aid development of good academic practice. The University may also use such software as a detection tool to uncover cases of suspected plagiarism. The University may also share information on your written material with other Higher Education providers if it is suspected that your material has been used for plagiarism. By accepting these terms and conditions you are giving permission for the University to use plagiarism software when you submit written material for assessment purposes.

## **8. Your Use of University Computer Equipment, Software and Electronic Resources**

- 8.1 Whilst the University will endeavour to ensure that computer equipment and software it makes available for your use has reasonable security and anti-virus facilities and protections, your use of such computer equipment and any software provided by the University is at your own risk.
- 8.2 Use of software and electronic resources at Aston University is subject to copyright and licence agreements that restrict your use to 'educational purposes' and place limitations on the re-use, copying or adapting of software and electronic resources by you. You may not share your Aston University username or password. By accepting these Conditions you agree to be bound by these conditions when using the resources. Full details can be found by viewing the guidance available in Solve™.

## **9. Change of Circumstances**

- 9.1 In addition to the University's rights to terminate these Conditions in accordance with Conditions 5.2 and 5.3, the University will be entitled to terminate these Conditions immediately by notice in writing to you in the following circumstances:

9.1.1 if between the acceptance of an Offer by you and the beginning of the Programme there is a change in your circumstances or if the University becomes aware of information relating to you not previously known to it which in the reasonable opinion of the University makes it inappropriate for you to study on the Programme; or

9.1.2 if, in the reasonable opinion of the University, you have failed to provide the University with all relevant information or have supplied false or misleading information relating to your application for the Programme.

## **10. Provision of the Programme**

10.1 Subject to Conditions 10.2 and 10.3, the University will deliver the Programme in accordance with the programme specification provided with your Offer.

10.2 Due to the nature of research programmes, the University will deliver the Programme to research students in accordance with the terms of your Offer.

10.3 The University reserves the right to make reasonable changes and updates to the Programme:

- (a) if required to do so by the accrediting body to maintain the Programme's accreditation, and / or
- (b) to reflect best practice and academic developments for the benefit of students.

This may include changes to:

- (a) the content and syllabus of the course where developments in the subject area make that necessary,
- (b) the location of the course,
- (c) the method of delivery of the course.

10.4 The University will consult with the Programme cohort in the event that any of the following changes are proposed to the Programme:

- (a) Changes to the Programme learning outcomes,
- (b) The addition and / or removal of any core modules,
- (c) Changes to the method of course delivery,
- (d) Changes to the attendance pattern or location of study (as defined in the Programme Specification).

10.5 The University reserves the right to vary arrangements, including the right to remove course modules or cancel courses in their entirety, in exceptional circumstances which are beyond the University's reasonable control.

Examples of such circumstances may include:

- (a) where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it,
- (b) the unexpected absence or departure of a key member of staff,
- (c) acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease,
- (d) fire, explosion or accidental damage,
- (e) collapse of building structures, failure of machinery, computers or vehicles,
- (f) labour disputes, including strikes and industrial and other action,
- (g) interruption or failure of utility service, including but not limited to electric power, gas or water,
- (h) the acts, decrees, legislation, or restriction of any government.

Where such events occur, the University will seek to minimise the impact on the student learning experience by, for example:

- (a) delivering a modified version of the same course,
- (b) delivering a modified version of an assessment,
- (c) making available to affected students such learning or other support and other services and facilities as it considers appropriate,
- (d) offering affected students the opportunity to transfer to another course or to withdraw and be given reasonable support to move to another university

but, to the full extent that is possible under law, the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.

Note that the University does not exclude or limit in any way its liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.

## **11. Requirements on termination of these Conditions**

11.1 If at any time the University terminates these Conditions as a result of its rights under these Conditions, by any other permitted reason or if these Conditions terminate automatically:

- 11.1.1 the University will be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already enrolled;
- 11.1.2 the University will be entitled to require you to stop studying on the Programme, and to leave the University immediately, if at the date of termination you have already enrolled;

11.1.3 any action taken by the University under Conditions 11.1.1 or 11.1.2 will not restrict the ability of the University to take any other action, which it may be entitled to take, against you; and

11.1.4 you are required to immediately return the student card which was issued to you on enrolment.

## **12. Special Conditions**

12.1 As a student of the University you may be entitled to receive financial support through a bursary, scholarship or other scheme. In the event that you are eligible for such financial support, you agree to abide by the terms and conditions relating to that specific bursary, scholarship or other scheme.

12.2 You agree that you will abide by any special conditions relating to the Programme notified to you by the University.

## **13. Data Protection**

13.1 The University adheres to data and privacy law and is transparent about how it processes personal data. The University will only process personal data or information about you in accordance with the relevant privacy notice.

13.2 The University has adopted a policy on the recording of lectures and other teaching sessions by staff. The University expects all staff to audio record lectures where it is appropriate to the learning experience. In the event that such recording is inappropriate, the reasons why will be made to known to you.

## **14. Complaints Procedure**

If you wish to make a complaint, you can do so in accordance with the University's complaints procedure ([Student-Complaints-Procedure-August 2021.pdf \(aston.ac.uk\)](#)). Students are also entitled to contact the Office of the Independent Adjudicator at <http://www.oiahe.org.uk/>.

Complaints related to admissions decisions are dealt with under the Applicant Appeals and Complaints Procedure (<https://www.aston.ac.uk/about/policy-applicant-appeals-and-complaints>). Individuals wishing to make a complaint should contact the Admissions Team.

## **15. General**

15.1 If any provision of these Conditions is or becomes illegal, invalid, void or unenforceable that will not affect the legality, validity or enforceability of the other provisions.

15.2 Any notice or other communication made under these Conditions will be in writing and addressed to you at the last email or postal address notified by you to the University, and will be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).

- 15.3 If you breach these Conditions and the University chooses not to exercise any right which it may have against you as a consequence of that breach, the University will not be prevented from taking action against you in the future in respect of any other breaches by you.
- 15.4 These Conditions are only enforceable by you and the University. No other person will have any rights in connection with these Conditions.
- 15.5 These Conditions will be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

**16. Additional Conditions for Leavers**

The University may contact you after graduation to collect first destination information for the Destinations of Leavers from Higher Education survey. If you wish to opt out of the processing of your personal data for this purpose, please contact the University's data protection officer at [dp\\_officer@aston.ac.uk](mailto:dp_officer@aston.ac.uk).

**17. Additional Conditions for International Students**

- 17.1 The University is a UK Visas and Immigration ("UKVI") licensed student sponsor. As such, the University is obliged to operate within the requirements of the relevant immigration legislation and formal regulations for licensed student sponsors. These include:
- 17.1.1 ensuring that a record of passport and visa documentation is held for each overseas student;
  - 17.1.2 ensuring that contact details are maintained and up to date for every overseas student;
  - 17.1.3 ensuring that overseas students are meeting the attendance criteria for their Programme of study;  
and
  - 17.1.4 reporting any non-compliance to the UKVI within their mandatory timescales.
- 17.2 If you are an overseas student who requires formal student visa entry clearance from the UK authorities to enter or remain in the UK for the purpose of undertaking study or research, there are obligations you must meet as a student at this University:
- 17.2.1 When you arrive at the University to start your Programme of study, you are required to contact the Visa Compliance Team for visa scanning;
  - 17.2.2 During your Programme of study:
    - (a) you must re-enrol at the start of each academic year and make suitable arrangements to pay any Fees due, in accordance with the University's Tuition Fee Charging Policy;
    - (b) you must inform the University of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time;



- (c) any change of your address, UK contact telephone number, visa status or passport details must be reported promptly by you to the University;
- (d) you are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Programme and that you apply for any necessary extension/renewal in good time;
- (e) you will be expected to meet all the attendance and submission dates relevant to your Programme of study; and
- (f) failure to comply with these requirements may lead to your suspension from the University and ultimately the cancellation of your place on a Programme at the University with your noncompliance being reported to the UKVI.

17.2.3 If your place on a Programme is terminated by the University for any reason:

- (a) your contract with the University will terminate and the termination provisions at Condition 11 will apply;
- (b) you will not be permitted to attend any lectures, tutorials or classes nor use any University services or facilities which are normally available to students; and
- (c) the University will report the cancellation of your place on a Programme to the UKVI.

## 18. Personal Declaration

I acknowledge that I have read and understood these Conditions. I understand that I will need to confirm this acceptance when I enrol at the University. Please tick the box to confirm this.	<input type="checkbox"/>
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