

Terms and Conditions for applicants and students

When an applicant accepts an offer of a place at the University of Wales Trinity Saint David (UWTSd), a contract is formed. Before accepting an offer, applicants must read the terms and conditions below.

Admissions and enrolment - policies, procedures and regulations

A place on a Programme of Study is subject to the applicant successfully completing the admissions and enrolment process.

This offer of a place is subject to the terms and conditions specified in the following:

- (1) the offer letter;
- (2) the information on the University's website and in its prospectus;
- (3) the information contained in the Student Charter and the Student Code of Conduct available at: www.uwtsd.ac.uk/studentcharter. The Student Charter sets out the responsibilities which bind the University and, in addition, it explains the responsibilities that students must fulfil whilst studying at the University. The Student Code of Conduct which complements the Student Charter, outlines how students of the University are expected to conduct themselves;
- (4) Students should refer to the Academic Quality Handbook for details of the University's regulations, including assessment regulations available at: www.uwtsd.ac.uk/academic-office/academic-quality-handbook and the appropriate Programme of Study Handbook.

It is important that Applicants read these documents prior to accepting an offer and abide by the University's regulations, as failure to do so may result in the withdrawal of an offer of a place or the termination of a subsequent enrolment.

The University's Admissions Policy can be found under the 'How to Apply' pages of the University's website, and can be accessed at: www.uwtsd.ac.uk/about/strategies-and-policies.

Offers

Any conditions attached to an offer of a place at the University are specified in the offer letter and in the correspondence received by the applicant through UCAS (if the application has been handled by UCAS).

An offer may be conditional or unconditional. Conditions may be academic or non-academic. Academic conditions normally require an applicant to provide evidence that they have achieved certain qualifications. Non-academic conditions often require applicants to fulfil necessary legal requirements for entry to a programme, which, depending on the circumstances, may include for example, obtaining a satisfactory Enhanced Disclosure from the Disclosure and Barring Service or providing evidence required by UKVI.

In firmly accepting an offer of a place, applicants agree to all of the University's terms and conditions as stated in the policies, procedures and regulations available at: www.uwtsd.ac.uk/about/strategies-and-policies.

Meeting the terms of the offer – Home Fee Applicants

Applicants who receive a conditional offer of a place, subject to achieving particular qualifications, will need to meet those conditions in order to obtain an unconditional offer of a place.

Home applicants who have not received notification of a confirmed place by two weeks prior to their course start date should contact the relevant home admissions team. Email addresses for the University's admissions teams are listed at the end of this document. If a home applicant's results have not been received by the Admissions Team, the applicant will be asked to provide evidence of these. Home applicants who have not received their qualification certificates by this time should provide an official letter from their School or College that confirms their results.

Home applicants are required to meet the conditions of their offer prior to the commencement of their Programme of Study. The University reserves the right to withdraw applicants or to defer their offer of a place to the following intake if offer conditions have not been met in sufficient time.

UCAS applicants

Applicants who both meet and exceed the conditions of their offer will be entitled to seek a place on an alternative programme at UWTSU or at another institution through the Adjustment process. Further details are available at www.ucas.com/adjustment. The Adjustment process applies to full-time undergraduate UCAS applicants only.

Applicants who know that they have failed to meet the conditions of their offer and whose offer status is still conditional, should ensure that the University Admissions Team has received all of their results. Once in receipt of these, the University will consider whether to offer the applicant a place on an alternative programme at the confirmation stage. The University does not guarantee the offer of an alternative programme to a student who has not been accepted onto their initial programme of choice. If an alternative course is offered by the University to the applicant, they can accept or decline that offer. Applicants who decide to decline the offer may request to have their application released into Clearing (if eligible) or have their application completely withdrawn from the UCAS system (where applicable).

Changes to the terms of an offer

Unless required to do so by law, or to meet a new industry requirement, the terms of an offer will not be changed. In the unlikely event that it is necessary to change the terms of the offer, the applicant will be informed in writing and asked to agree to the changes.

Changes to a Programme of Study

An offer of a place to study at the University shall be based on the latest available information about the Programme of Study, as at the date of acceptance of the offer. Applicants will find information such as the core modules and possibly an indication of optional modules on the course pages of the University's website.

The University will always try and minimise making changes to the contract (including changes to a Programme of Study and to services and facilities). However, there may be times where changes are needed. The table below gives examples of **when** and **why** the University might need to make changes, and explains **what** these changes might look like and **how the University will tell students** about them.

The changes that the University make might be:

- **MINOR:** i.e. they will not in the University's view materially change how a Programme of Study or related services or facilities are provided to a student; or
- **MAJOR:** i.e. they will have a more significant impact on the way that the University teaches and provides a Programme of Study and other services and facilities to a student.

If the University needs to make any changes, the University will assess the potential impact of such changes and will follow the process explained below. Where changes are necessary, the student will receive clear communication.

The following table provides a list of examples of reasons why changes might be made, and the type of changes the University might make:

WHY the University may need to make changes	WHAT the change might look like
<p>The University might need to make changes to the contract (including to a Programme of Study, services or facilities) in order, for example:</p> <ul style="list-style-type: none"> • To reflect changes in and to seek to ensure that the University complies with: <ul style="list-style-type: none"> ○ the law; ○ legal or sector guidance or a decision by a court (or similar body); ○ requirements or guidance issued by a regulator (e.g. the Office for Students or Competition & Markets Authority), a funding body, a statutory, professional or accrediting body, or UK Government (including, for example, UKVI). • To ensure that the University are continuing to provide the Programme of Study to students lawfully and/or to maintain academic standards and quality; • To reflect changes and developments in pedagogy or academic research to ensure that a Programme of Study is relevant and up-to-date; • To maintain or improve the quality of the University's educational and/or pastoral services, or in response to student or external examiner [and assessors] feedback, or to reflect best practice across the higher education sector; • To address serious concerns with student experience; • To meet any changes to health and safety requirements or guidelines; • To help protect students or the University against cybercrime or to otherwise help avoid and mitigate cyber security issues; • To reflect changes to the University's property and premises; • To reflect changes in student demand for certain modules (whether optional or mandatory ones); • To reflect changes in student demand for pastoral services (e.g. counselling); 	<p>The circumstances identified in the left hand column may result in a variety of different types of changes being made by the University including, for example:</p> <ul style="list-style-type: none"> • changes to the timetable for delivery of a Programme of Study; • changes to the number of classes/lectures and/or other teaching activities relating to a Programme of Study; • changes to the methods by which a Programme of Study is delivered and/or assessed (e.g. by moving from an in-person to virtual format or vice versa); • changes to the content and/or syllabus of a Programme of Study; • changes to the way that the University teach, supervise and/or assess a Programme of Study; • changes to the location of a Programme of Study teaching or facilities. The University considers a minor change being one which means the University instead delivers teaching on the same campus or site provided they are of equivalent quality as those advertised, whereas a major change would be where the University moves the location to a different location that is not located near the original delivery campus/site; • additions to and/or withdrawals of certain modules on a Programme of Study or to placements or work experience; • changes to reading lists to deal with changes in the relevant subject area relating to a Programme of Study to ensure the same remain as up to date as possible; • changes to the module credits allocated to a module; • change to assessment and learning outcomes; • change to overall Programme of Study aims; • procedural changes to our Handbook that help improve the Programme of Study; • changes to academic support services or to pastoral services (e.g. counselling).

- To mitigate and deal with any circumstances where University premises or staff are subject to a serious IT security event;
- To deal with unavoidable changes in academic and/or support staff;
- In response to minimum enrolment numbers not being attained / fall in enrolment numbers;
- In light of the withdrawal or amendment of any relevant approval, validation or accreditation;
- To reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- To reflect changes made by a provider/institutional partner;
- To make changes that are required to meet applicable governmental guidance or regulations, including, without limitation, as a result of pandemic or endemic restrictions;
- To reflect any consolidation of sites and/or campuses;
- For any other valid reason.

SPECIFIC COVID-19 DISRUPTION CHANGES:

The University may need to make changes to the contract (including to a Programme of Study or to other services or facilities) from time to time to help the University comply with and respond to temporary or longer-term government guidelines, regulations or restrictions (or related health and safety requirements) as a result of the ongoing COVID-19 pandemic.

Please see the relevant section below about how the University might make changes in response to events outside of its control.

SPECIFIC COVID-19 DISRUPTION CHANGES:

To address the specific ongoing issues caused by COVID-19, in addition to the examples above, the University may need to make the following adjustments to the contract (including to the Programme of Study and to other services and facilities) from time to time as follows:

- changes to the order or timing of how the University deliver modules or other Programme of Study components (including placements) to students. This might be necessitated to allow the University to give students the relevant experience, e.g. to move a non-practical module or placement to a later date if there are ongoing COVID-19 or similar pandemic or epidemic disruptions or restrictions in place;
- changes to the way that the University teach, deliver or assess a Programme of Study and/or provide pastoral support services (for example, moving to online delivery or changing the percentage of online and in-person delivery).

The University may need to make these changes with limited notice for health and safety reasons, but the University will always seek to provide students with as much notice of any such changes as soon as it can.

How the University will manage these changes and what a student can do if they are not happy with the changes:

Type of Change	How a student will be notified	What if a student is not happy with the change?
<u>MINOR changes</u>	<p>The University will notify students of any MINOR changes within the current Programme of Study handbook which is available on the Student Hwb site https://hwb.uwtsd.ac.uk, providing as much notice as is in the University's view appropriate in the circumstances.</p> <p>Where possible, the University will look to provide this notice to students in advance of making MINOR changes, but this may not always be possible (e.g. if the University are required to make changes at short notice to respond to a Government or regulator's direction or to urgently deal with a situation (such as a security or health and safety risk or emergency at the University)).</p>	<p>A student should get in contact with the appropriate Programme Manager within the University as soon as possible if they wish to discuss the Minor Change as proposed for their Programme of Study and the University will endeavour to answer the issues raised.</p>
<u>MAJOR changes</u>	<p>If the University need to make any changes which will, in its reasonable opinion, have a more significant impact on the way that the University teaches or provides a Programme of Study or other services and facilities to a student, and which will cause a student a significant detriment, the University will notify the student as soon as it reasonably can in the particular circumstances, and will let the student have details about the changes and how they will impact them and the steps it will take to minimise the detriment. [As with the MINOR changes, the University might not always be able to give students much notice.]</p> <p>Please see below for what happens if the University decides to WITHDRAW or CLOSE or MERGE a Programme of Study.</p>	<p>A student should get in touch with the University promptly if they have any queries or concerns about a MAJOR change the University makes. A student is advised to contact the Dean of their Institute.</p> <p>Please also see the Student Complaint Policy available on the Academic Office webpages at www.uwtsd.ac.uk/academic-office/academic-quality-handbook.</p> <p>If a student remains unhappy about any MAJOR change, and if the student has suffered a significant detriment as a result of the change, the student may be entitled to end the contract due to the major change in accordance with the Termination section below.</p>

	<p>For the avoidance of doubt, where the University are making changes in response to the COVID-19 pandemic which were communicated before a student accepted an offer, such changes will not constitute MAJOR changes for the purposes of this section.</p>	<p>Depending on the relevant circumstances, the student may also be entitled to an appropriate refund of the fees they have paid and to compensation in accordance with www.uwtsd.ac.uk/finance/payment.</p>
<p><u>Programme of Study WITHDRAWAL, CLOSURE or MERGER</u></p>	<p>Pre-commencement of Programme of Study</p> <p>If the University decides to withdraw or close or merge a Programme of Study before it starts, then it will take reasonable steps to notify an affected student in advance and the student will be entitled to terminate their contract by written notice to the University in accordance with the termination section below.</p> <p>Post-commencement of Programme of Study</p> <p>There may also be times where the University need to withdraw or close a Programme of Study, or merge a Programme of Study with another Programme of Study, after a Programme of Study has commenced, if such action is required for example as a result of one of the reasons set out above.</p>	<p>If this occurs, the University will seek to offer affected students a place on an alternative programme at the University as appropriate (subject to availability and compliance with the requirements of admission to and registration on that programme); or (at the student's request) assist the student to join another programme at another institution, and (if appropriate), issue a refund of the fees paid.</p> <p>In all circumstances, the University will take reasonable steps to minimise any disruption caused.</p> <p>Where the University are unable to offer an alternative place or to defer a student's place, the contract will end at an appropriate date specified by the University.</p> <p>In these circumstances, the student may be entitled to a refund of any deposit and/or fees and/or any relevant additional costs which have been paid to the University, unless these can be transferred to a third party provider. Please refer to the University's Finance Department for further information about how any fees, additional costs and deposits that have been paid will be dealt with in these circumstances.</p> <p>Depending on the relevant circumstances, the student may also be entitled to compensation.</p>

The provision of accurate information from the applicant

Applicants should ensure that the information that they provide to the University is true, complete and accurate. Home applicants should contact the relevant home admissions team if they need to inform the University of any change to their personal details, such as their name or postal address. Email addresses for the University's admissions teams are listed at the end of this document.

After enrolling as a student, any change in personal details from a home student should be communicated to either registry@uwtsd.ac.uk (Wales based programmes) or londonstudentservices@uwtsd.ac.uk (London Campus programmes) or birminghamstudentservices@uwtsd.ac.uk (Birmingham Campus programmes).

International applicants should contact the Immigration Services and Visa Compliance Team if they need at any stage to inform the University of any change to their personal details, such as their name or postal address. The Immigration Services and Visa Compliance Team can be contacted at international.registry@uwtsd.ac.uk.

If an application is found to contain false information at the point of verification or thereafter, the University reserves the right not to enrol the applicant or to require the student to withdraw from the programme of study. The same consequences will apply where an applicant has failed to disclose any material information that would affect the decision to offer a place, such as information relating to a relevant unspent criminal conviction, outlined in the section on criminal convictions below. Should this be the case, any fees due that have been paid will not be refunded.

Further information is contained in the University's Admissions Policy which can be accessed at: www.uwtsd.ac.uk/about/strategies-and-policies.

Health Requirements

Some programmes may require the applicant to complete a health questionnaire and undergo health screening checks as part of the admissions and enrolment process.

Students may also be required to complete a health questionnaire and/or undergo health screening checks during their studies as part of the risk assessment processes prior to University activities that take place in an external setting including work placements, internships, study abroad exchanges, and field trips.

Due to the current Covid 19 Pandemic, it may be necessary for the University to contact students as part of the Government Test Trace Protect scheme (more details are available at <https://gov.wales/test-trace-protect> or <https://www.gov.uk/guidance/nhs-test-and-trace-how-it-works>) and students may be required to take a test for Covid 19. To support the Test, Trace and Protect scheme, students are required to check into our campus buildings using the Track and Trace app.

Students are required to self-isolate if they are the subject of a positive test for Covid 19. Students may be required to self-isolate if they have been in contact with somebody affected by Covid 19 or if they are attending the University from an area in the UK or from a country which has been subject to quarantine under the Government Regulations that apply to their campus. The University will endeavour to keep all students updated about these matters.

Expectations around student behaviour in relation to Covid-19 are outlined in the University's Student Code of Conduct.

Criminal convictions and the requirement for disclosure

Programmes for which a Disclosure and Barring Service (DBS) Check is not required

The University has a duty of care towards its students, staff and visitors. To ensure the safety of the University community, applicants to the University are encouraged to disclose any relevant unspent criminal convictions at the earliest opportunity. All declarations of a conviction are handled confidentially. Applicants are able to discuss their conviction in confidence with trained staff who can provide them with relevant support. The Immigration Services and Visa Compliance Team can also provide international applicants with related advice on immigration matters.

Programmes for which a Disclosure and Barring Service (DBS) Check is required

Applicants who wish to enrol on programmes where they will be required to work with children, young people or vulnerable adults, must disclose all convictions, including cautions, reprimands, final warnings, bind-over orders and spent convictions. Such applicants will be informed during interviews, and in subsequent offer letters, that they will be required to gain a satisfactory enhanced disclosure from the Disclosure and Barring Service in order to fully enrol as a student at the University, and before they will be allowed to undertake work that requires contact with children or vulnerable adults.

The University uses an external service 'First Advantage OnlineDisclosures' to process DBS applications. Applicants who accept an offer of a place as their firm choice will be directed to apply for a DBS Check through the online service.

It is strongly recommended that applicants register with the DBS Update Service. The Update Service is an online subscription service that allows those subscribed to keep their DBS certificate up-to-date and reduces the need to apply for multiple certificates when moving from one role to another in the same workforce. For certain programmes of study, being registered with the DBS Update Service is a mandatory requirement. Where this applies, applicants will be informed in their offer letter. The University will check DBS Enhanced Disclosures against the DBS Update Service and will require the applicant/student to apply for a new DBS certificate if the Update Service indicates that new information has become available since the disclosure was issued, or if the applicant/student allows their registration to lapse. In accepting an offer, applicants consent and agree to these processes.

Applicants who have previously undertaken an enhanced DBS check through another organisation and who have a valid subscription to the DBS Update Service, should contact the Admissions Team at dbs@uwtsd.ac.uk to ask if their enhanced disclosure can be accepted for their programme of study. Where this applies, the disclosure must be at the same level and for the same workforce(s) as is required for their programme of study, and the applicant must be able to provide the University with their original DBS certificate upon request.

The University will decide if any convictions or information revealed are incompatible with a place on a programme of study.

Applicants who have been arrested, charged or convicted of a criminal offence after they have applied must inform the University immediately. Failure to do so may result in an application being refused, or an offer of a place being withdrawn by the University.

Further information is contained in the University's Admissions Policy available at: www.uwtsd.ac.uk/about/strategies-and-policies. Any declaration of a conviction, and any subsequent information disclosed in relation to the declaration, will be handled sensitively, held in the strictest

confidence, disclosed only to designated University staff members and managed in accordance with the principles of the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR) 2016.

Any person arrested, charged or convicted of a crime whilst a student at the University will be subject to the University's Student Non-Academic Misconduct Policy and will be required to declare this at the earliest point. Continuing students will be required to confirm at re-enrolment that they do not have a criminal conviction that has not previously been declared to the University. All declarations are handled confidentially and applicants and students are able to confidentially discuss their conviction with trained staff who can provide them with relevant support.

International applicants requiring a Sponsored Student Visa

To study at UWTSD, international applicants and students must meet the visa and immigration conditions required by the UK Home Office which are updated from time to time. Further information is available at: www.gov.uk/government/organisations/uk-visas-and-immigration and on the International pages of the University's website: www.uwtsd.ac.uk/international/applications-and-admissions/immigration-and-visas.

Support for applicants with disabilities or specific learning differences

This section should be read in conjunction with the University's 'Policy Statement on the Admission of Disabled Students' available at www.uwtsd.ac.uk/apply/terms and with reference to the definitions specified therein.

Applicants are encouraged to disclose any specific learning difference, disability or medical condition to the appropriate persons, as early as possible during the application process and throughout their time at the University. Applicants who have disclosed a disability on their application form are encouraged to contact Student Services and their Academic Institute to discuss their support requirements. Further information on Student Services is available at: www.uwtsd.ac.uk/student-services.

The University may decide to invite applicants who have disclosed disabilities in specific categories to meet with a member of the Academic Institute, a representative from the Learning Support Team (Student Services), and any other relevant staff, in order that support requirements can be identified. The meeting will normally be arranged to take place as early as possible after an offer of a place on a programme of study has been made.

Once an applicant has been made an offer of a place, a Support Needs Enquiry Form will be made available to the applicant to enable them to provide further information in relation to their support needs and to give their consent for this information to be shared with relevant university staff in order to determine reasonable adjustments and compensatory measures. Students who decline to share information should be aware that this may limit the University's ability to ensure that appropriate and timely support arrangements are put in place.

Where complex support requirements are identified, the applicant's case will be referred to the University's 'Reasonable Adjustment Review Panel' for further consideration. A decision will then be taken as to whether or not the University can reasonably make adjustments to enable the applicant to participate fully in their chosen programme and to reach their full potential.

Where needs cannot be met and having explored all possible alternatives, the only reasonable option may be for the University to withdraw its offer of a place. In such circumstances, a recommendation will be made to the designated Senior Manager by the Director of Student Services. The designated Senior Manager will consider the recommendation and if they agree, the applicant will be informed of the decision to withdraw the offer.

Applicants who wish to transfer to an alternative course within the University or to progress to a higher level should be aware that a new assessment may need to be undertaken, in the context of the new application.

Data protection and processing

The information provided on an application will become part of the student's record. By entering into a contract with the University, the applicant gives consent for the University to store and process personal data in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR) 2016. The University's policy on data protection, the Student Privacy Statement and Applicant Privacy Statement can be found at: www.uwtsd.ac.uk/data-protection.

Accommodation

Carmarthen, Lampeter and Swansea campuses have Halls of Residence or student accommodation, with many of the rooms prioritised for first year students. Places are allocated by the Accommodation Office on a first come, first served basis.

Applicants should be aware that due to high demand for University accommodation, it may not be possible to accommodate all first year students in a Hall of Residence and so private rented accommodation may be required. The University does not accept any responsibility for this private accommodation.

Further information about student accommodation options on each campus and how to apply is available at: www.uwtsd.ac.uk/accommodation.

Accommodation charges are payable termly in full. Information on the accommodation fees applicable at each campus can be found on the Accommodation pages of the University's website: www.uwtsd.ac.uk/accommodation. In order to continue living in student accommodation, students must ensure that all their accommodation fees are paid to date.

Students who accept an offer of accommodation in the Halls of Residence are required to abide by the terms and conditions as set out by the University. These may be found on the University's website at:
www.uwtsd.ac.uk/accommodation/carmarthen-accommodation
www.uwtsd.ac.uk/accommodation/lampeter-accommodation
www.uwtsd.ac.uk/accommodation/swansea-accommodation

Students are reminded to refer to the terms and conditions throughout the contract period.

Fees and Finance

Tuition fees may be increased in line with inflation. Programme fees are normally charged on an annual basis, unless otherwise specified. Detailed information on fees can be found on the finance pages of the University's website: www.uwtsd.ac.uk/student-finance and in its Fee and Access Plan: www.uwtsd.ac.uk/finance/fee-plan.

Students may incur additional costs associated with their chosen programme. Such costs may include the cost of repeat periods of study, extensions to the designated period of study, resubmission fees, travelling expenses to and from the programme venue and other miscellaneous expenses such as the cost of field trips, placements, books and equipment. Information in relation to these additional costs can be found on the course specific web pages on the University's website at www.uwtsd.ac.uk/courses. Applicants should take these additional costs into account before accepting an offer of a place.

Students are required to confirm as part of the enrolment process that they accept responsibility for the payment of tuition and any accommodation, or other charges that they may incur while studying at the University. If a student fails to pay tuition fees when they become due, and fails to make satisfactory arrangements for discharging any outstanding debt, the University reserves the right to commence legal proceedings to recover the debt. Students that have outstanding tuition fee debts are not entitled to progress to the next year of studies, to be awarded or to graduate.

Students must submit a request on [MyTSD](#) if they wish to withdraw from a course or interrupt their studies. If a student does not notify the University of their withdrawal, and if the last date of attendance is unclear, the University reserves the right to use the date of the Examining Board at which their candidature was withdrawn for the purpose of the calculation of fees.

After an initial two week period, the following tabled criteria will apply:

Fees Due	Criteria
25% of annual fees	If withdrawal or exclusion in the first term
50% of annual fees	If withdrawal or exclusion in the second term
100% of annual fees	If withdrawal or exclusion in the third term

Welsh-domiciled students wishing to apply for student finance will need to register with Student Finance Wales at www.studentfinancewales.co.uk. Applicants should submit their applications by early May of the year in which they wish to commence their studies if they wish to receive their first instalment at the start of term.

English-domiciled students wishing to apply for student finance should refer to the information available at: www.gov.uk/studentfinance.

Students from Northern Ireland wishing to apply for student finance should refer to the information available at: www.studentfinancenir.co.uk.

Students from Scotland wishing to apply for student finance should refer to the information available at: www.saas.gov.uk.

Home applicants whose fees are to be paid partly, or in full, by a sponsor or other agency, must provide documentary evidence of this at enrolment. International applicants must provide such documentation prior to an unconditional offer being made.

It is the student's responsibility to ensure that any fees and expenses in relation to their programme are paid in full and on time.

Student Services have support mechanisms in place to help students to manage their finances. Further details are available at www.uwtsd.ac.uk/student-services/financial-support.

Information on UWTSD Bursaries and Scholarships is available at: www.uwtsd.ac.uk/bursaries.

Enrolment of Home Fee status students and International Fee status students (online delivery)

Applicants to the University that have an 'unconditional firm' status will be invited to enrol immediately before the start date of their course. As part of the enrolment process, students will be asked to read and agree to the Enrolment Agreement.

Applicants will be required before enrolment to provide proof of ID in the form of a birth certificate, passport or driving licence, and satisfactory evidence of their qualifications in the form of an original transcript or certificate, or a copy certified by the issuing institution. Students who enrol without providing the necessary evidence will have a partially enrolled status and must provide the evidence required as soon as possible.

Enrolment of International Fee status students (on campus delivery)

Applicants to the University that have an 'unconditional offer' status, have paid the appropriate tuition fee deposit and where needed have been issued a CAS, will be invited to commence the enrolment process online before the start date of their course. As part of the enrolment process, students will be asked to read and agree to the Enrolment Agreement.

Applicants will be required to complete the enrolment process in person at a designated time when they arrive in the UK. They will need to do so by presenting in person their passport, UK visa vignette and UK Biometric Residence Permit to a designated staff member of the University. Copies of all such documents will be made and retained by the University in accordance with its obligations as an approved Immigration Sponsor. Satisfactory evidence of qualifications in the form of an original transcript or certificate, or a copy certified by the issuing institution may also be required.

The Academic Misconduct Detection Service, Turnitin

Academic misconduct is a serious offence which the University actively wishes to prevent. The University's Academic Misconduct Policy outlines the penalties, including expulsion and loss of credit, for substantiated allegations of such misconduct.

As part of the enrolment process, applicants will be required to sign a declaration authorising their work to be checked against the database of the UK Higher Education Plagiarism Detection Service, Turnitin. The Plagiarism Detection Service, Turnitin is a JISC approved service which searches the Web and extensive databases of reference material and content submitted by other students to identify any duplication of work. Further information can be found at:
<https://www.uwtsd.ac.uk/media/uwtsd-website/content-assets/documents/registry/Plagiarism-Detection-Service.pdf>.

Termination

When the University has a right to terminate a contract

Without affecting any other right or remedy available to it, the University may terminate a student contract with immediate effect by giving written notice to the relevant student if:

- the student (or a relevant nominated third party) fails to pay any amount due under the terms of the contract (see section above on Fees and Finance);
- the student commits a significant breach of their contract and (if such breach is remediable) the student fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- the student dies or becomes unwell and as a result of an illness (whether mental or physical), the student becomes incapable of managing their own affairs or completing their studies;
- any information given to the University by the student (see in “the provision of accurate information from the applicant”) is found to be untrue or misleading;
- the student fails to meet (or fails to provide the University with satisfactory evidence that they have met) the relevant entry requirements and/or conditions (as applicable) before they start their Programme of Study or at any time during their studies (as relevant);
- a termination right arises under the section below titled “Events outside of a party’s control”;
- prior to the commencement of a Programme of Study, the University decides to withdraw or close the student’s Programme of Study (the University will only be entitled to do this if it notifies the student that this would be a risk before they accepted an offer);
- the student fails to enrol on their Programme of Study; and
- if the University loses its legal or regulatory right or relevant approval to provide the Programme of Study to students.

If the University terminates a contract for a reason relating to a student’s wrongdoing or actions, the student may remain liable for tuition fees due under their contract. Please refer to our [Academic Misconduct Policy \(uwtsd.ac.uk\)](#) and [Non-Academic Misconduct Policy 2021-22 \(uwtsd.ac.uk\)](#) for more details.

When a student has a right to terminate a contract

A student’s 14 day right to cancel without incurring/being liable for any fees

After accepting an offer of a place, applicants will have 14 days during which time they may decline their offer if they change their minds. A cancellation form can be accessed here: www.uwtsd.ac.uk/apply/terms. In addition, home applicants may inform the relevant home admissions team via email. Email addresses for the University’s admissions teams are listed at the end of this document. International applicants who wish to cancel their place may inform the Immigration Services and Visa Compliance Team via email: international.registry@uwtsd.ac.uk.

Applicants who apply through UCAS and whose insurance choice at UWTSD becomes firm at confirmation (whereby they have been unsuccessful at the institution where they were holding a firm choice) will have 14 days to decline their offer of a place from the date of the change. UCAS applicants who are accepted through ‘Clearing’ will have 14 days in which to change their mind from the date of their acceptance. Applicants can choose to have their application released back into Clearing or to have it withdrawn from the UCAS system.

Enrolled students also have 14 days in which to change their mind and cancel their place from the start date of their Programme of Study without incurring any financial penalties, and to receive a full refund of any payments actually made.

Other termination rights

Without affecting any other right or remedy available, a student may terminate a contract with immediate effect by giving written notice to the University if:

- the student has accepted their offer with the University using the UCAS system as their “Insurance” choice, and the student decides to study at their “Firm” choice institution;
- the University seriously breaches the terms of the contract and it has not been able to put things right within a reasonable time in accordance with its relevant procedures;
- a termination right arises under the section below titled “Events outside of a party’s control”; and
- the University have made a MAJOR change to the contract that the student is not happy with.

If the student no longer wishes to study at the University and wishes to terminate their contract for any other reason after 14 days of their Programme of Study starting, they will not be automatically entitled to a refund. Please refer to the University’s Finance Department for more details.

Depending on the circumstances relating to the student’s decision to terminate a contract, if the University has done something wrong, the student may be entitled to an appropriate refund or other redress in accordance with their consumer law or other applicable rights. Please refer to the University’s Student Experience Department for more details.

Library and Learning Resources & Information Technology and Systems

Information about the services available to students is provided through the following webpages:

Library and Learning Resources: www.uwtsd.ac.uk/library.

Information Technology and Systems: www.uwtsd.ac.uk/its.

The rules for the use of IT at the University are contained in the Information Services Acceptable Use Policy (AUP). Each user is responsible for reading and adhering to the contents of these documents. Failure to observe any part could result in disciplinary and/or legal action being taken by the University against offenders. Further details are available at: www.uwtsd.ac.uk/its-policies.

Regulations in relation to the UWTSD Libraries can be found at: <https://uwtsd.ac.uk/library/help-and-support/customer-charter>.

Appeals and complaints

There may be occasions where applicants request an appeal (review of their application), or wish to make a complaint about the admissions process. The arrangements in place for applicants to obtain feedback about an unsuccessful application, to appeal against a selection decision or to complain about the admissions process are set out in the University's Policy and Procedures for Admissions Feedback, Appeals and Complaints document which can be found under the 'How to apply' pages of the University's website and at: www.uwtsd.ac.uk/about/strategies-and-policies.

The University also has procedures in place for enrolled students who wish to make a complaint or submit an academic appeal.

Further information is available in Chapter 12 of the Academic Quality Handbook and relevant policies: www.uwtsd.ac.uk/academic-office/academic-quality-handbook.

Complaints from students in partner institutions are dealt with by the partner in the first instance, but the complainant may also be considered by the University if they are not satisfied with the outcome.

You have a right to request a review in relation to the way you feel the University has handled your data. Initially this review will be through the University's Data Protection Officer via email foi@uwtsd.ac.uk. In the event that you are dissatisfied with the result of the review, you may make a formal complaint to the Information Commissioner's Office ico.org.uk. The ICO may also be contacted by post at:

Head Office
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number.

Events outside of a party's control

The University will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control including without limitation:

- strikes, lock-outs or other industrial action by third parties;
- strikes, lock-outs or other industrial action by our employees;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster or "act of god";
- failure of public or private telecommunications networks;
- pandemic, epidemic and any restrictions or requirements that might be imposed on any Government or relevant authority, and will include, for example, any disruption caused as a result of ongoing COVID-19 disruption.

If an Event Outside Our Control takes place that affects the performance of our obligations under the contract:

- we will contact you as soon as reasonably possible to notify you;
- we will make any such changes to the Programme of Study, our facilities or to the contract as we deem necessary to ensure that we comply with any Government requirements or to otherwise mitigate the impact of such an event on you;
- our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control.

Should an Event Outside Our Control interfere with our ability to deliver your course or any pastoral services, we will use reasonable endeavours to minimise the disruption caused to you.

Other important information

The contract being entered into is between the University and the student. No other person will have any rights to enforce any of its terms.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If the University fails to insist that a student performs any of their obligations under these terms and conditions or if the University does not enforce its rights against a student, or if the University delay in doing so, that will not mean that the University has waived its rights against the student and will not mean that the student does not have to comply with those obligations.

The contract is governed by English law. Both the University and the student agree that any issues arising in relation to the contract will be dealt with by the English and Welsh Courts. However, if the student is a resident of Northern Ireland, they may also take action in courts of Northern Ireland, and if the student is a resident of Scotland, they may also take action in the courts of Scotland.

Any queries or concerns from Home Fee status applicants relating to the information contained in this document should be addressed to the relevant Admissions Team:

Registry (Wales based): admissions@uwtsd.ac.uk.

London Campus: londonadmissions@uwtsd.ac.uk.

Birmingham Campus: birminghamadmissions@uwtsd.ac.uk.

International Fee status applicants should e-mail any queries to:

international.registry@uwtsd.ac.uk.

Version No.	Reason for change:	Author:	Date of change:
0.1	2022/23 review. Initial draft submitted to the Chair of the SEC for consideration.	Paul Osborne, Data Protection Officer/ Gemma Green, Senior Admissions Officer/ Elin Bishop, Executive Head of Registry	25/11/21
1.0	Final version approved by the Chair of the SEC.	Gemma Green, Senior Admissions Officer/ Elin Bishop, Executive Head of Registry	29/11/21