

## STUDENT TERMS & CONDITIONS 2015-16

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These Terms and Conditions ("Terms", "Terms and Conditions") are important. Please read them carefully before completing your online enrolment service (the "Service") operated by Falmouth University ("University", "us", "we", or "our"). These Terms establish the basis of an agreement between the University and its students as to the rights, roles and responsibilities of both parties. If you do not accept these terms and conditions, please do not use this Service. Your continued use of this Service confirms your acceptance of these terms.

Admission to the University is subject to the requirement that the applicant will comply with the University's student regulations and registration procedure and will duly observe this documentation. Further information is available on the University's website at [falmouth.ac.uk/studentregulations](http://falmouth.ac.uk/studentregulations)

### APPLICATION AND ADMISSION TO THE UNIVERSITY

It is essential that you provide accurate and complete information in your application form. If you fail to do so the University can withdraw the offer of a place and insist that you leave. Find out more from our [Admissions team](#)

#### **Criminal convictions**

When you apply to the University, you must disclose any unspent criminal convictions. Some courses will require the disclosure of all convictions, spent or unspent. The University will consider whether such convictions are compatible with being a member of the University community and a place on a particular course. If your situation changes after the offer of a place please notify the Admissions team.

#### **Disabilities**

If you have study support needs related to a disability, including dyslexia and other specific learning difficulties, mental health conditions, or other health conditions, the University will seek to support you whenever possible. If you have not yet disclosed that disability, we would encourage you to do so at the earliest opportunity to assist us in putting in place the appropriate support in good time.

Even if you have already disclosed a disability, please make sure you contact our Student Support Service at [fxplus.ac.uk/study/student-support-services](http://fxplus.ac.uk/study/student-support-services) before you accept any offer of a place to establish what support is available and the information we need to ensure this can be arranged. You should be aware that if you choose not to disclose your disability, or to limit that disclosure, while we will do our best to help you, you may not be able to access the full range of support available.

### **Course entry requirements**

The course requirements for admission are set out in the relevant section of the printed prospectus and on course finder listings. Please consider these carefully to ensure you are eligible for your chosen subject.

### **Fees and payment**

It is your responsibility to make sure your tuition fees and all other expenses relating to your course are paid in a timely manner. The fee quoted is revised each academic year. When you register online, you will be required to indicate how your fees will be paid.

As a member of the University you will be bound by the University's regulations on the payment of fees. Failure to make payment in accordance with the regulations will ultimately result in exclusion from the University. Further information can be found on the University's website at [falmouth.ac.uk/tuition-fees](http://falmouth.ac.uk/tuition-fees)

If you are a sponsored student and your sponsor fails to pay your tuition fees, you will become responsible for payment.

Your online enrolment details will indicate whether you will be considered as home/EU or overseas for fees purposes. If you feel this classification to be incorrect it is your responsibility to contact the University.

Unless stated otherwise, the course fees do not include any charges for residential accommodation, re-assessment, examination resits and extensions to the designated period of study, travelling expenses, or other miscellaneous expenses which may be related to your course.

### **Financial support and bursaries**

The University is able to provide financial assistance to students who suffer financial hardship during their studies. In particular, the "Falmouth University Hardship Fund" which is open to all students (UK, EU and International) enrolled on either Foundation, undergraduate or postgraduate courses can be used to make a means-tested non-repayable grant to part-time or full-time undergraduate or postgraduate. Further details of this and other awards are available on the University's website at [falmouth.ac.uk/bursaries](http://falmouth.ac.uk/bursaries)

## **REGISTRATION AND UNIVERSITY MEMBERSHIP**

### **General guidance and regulations**

All members of the University (which includes registered students) are required to comply with the following:

- Health & safety guidance
- Code of practice on use of computing facilities
- Equality & Diversity policy
- Discrimination & harassment guidance

- Data protection policy
- Public interest disclosure policy
- Guidance on the use of Social Media
- Rules on car parking on University premises

Further details of these requirements can be found on the University's website or from the University's Information Officer by emailing [dpa@falmouth.ac.uk](mailto:dpa@falmouth.ac.uk)

### **Data protection and disclosure of personal information**

The application procedure, registration and your academic progress will provide the University with a range of information about you. It will use this to support you on your student journey and for the administration and management of the University, including statistical analysis. Some information may be disclosed outside the University, either at your request or in your interest.

The information is collected from a number of sources including your application, registration forms and references and from carrying out Disclosure and Barring Service (DBS) or health checks (if necessary). We may disclose information relating to your academic progress to your sponsor (if you have one). Medical information disclosed to the University's Medical Officer or the Student Support and Counselling Service will be treated as confidential and disclosed only in accordance with their normal procedures. Information arising from DBS checks will be used only in accordance with the DBS's code of practice.

See [gov.uk/government/organisations/disclosure-and-barring-service](http://gov.uk/government/organisations/disclosure-and-barring-service)

We will also ask for emergency contact details and by providing them, you confirm that these individuals have consented to the processing of their personal data by the University. All information will be kept for a reasonable period in accordance with legal requirements and for administration purposes. Further details can be found on the University's website at [falmouth.ac.uk/dataprotection](http://falmouth.ac.uk/dataprotection)

### **Student and leaver surveys**

Your contact details may be passed to survey contractors to carry out the National Student Survey (NSS) at [thestudentsurvey.com](http://thestudentsurvey.com) and surveys of student finances, on behalf of some of the organisations listed under Purpose 1 on the HESA website at [hesa.ac.uk/fpn](http://hesa.ac.uk/fpn). These organisations and their contractors will use your details only for that purpose, and will then delete them.

Further information on these surveys and the HESA notices can be found on the Falmouth website at [falmouth.ac.uk/hesa-notices](http://falmouth.ac.uk/hesa-notices)

If you do not want to take part in any of these surveys, please let us know. Further information may be found here [hesa.ac.uk/fpn](http://hesa.ac.uk/fpn)

### **Freedom of information**

As a public authority, Falmouth University is bound by the Freedom of Information Act (FOIA) 2000. Falmouth University's objective is to remain compliant with the FOIA, promote awareness and understanding amongst staff, and show that Falmouth is open and committed to delivering the best possible service to its students. This openness will engender trust and confidence in our ability to deliver a quality higher education service.

Under the Act we are obliged to disclose University held information into the Public Domain when asked to do so unless it is exempt from disclosure. Information subject to the Data Protection Act is exempt from disclosure under the FOIA; therefore your personal data held by Falmouth University will not be disclosed in response to a request under the FOIA.

### **Our courses**

Falmouth makes all reasonable efforts to deliver the programmes of study and research opportunities and related services and facilities in the way described on its website. It will provide students with the tuition and learning support and other services and facilities it describes with reasonable care and skill.

However, Falmouth shall be entitled if it reasonably considers it to be necessary (including in order to manage its resources and pursue its policy of continuous improvement appropriately):

- To alter the timetable, location, number of classes and method of delivery of programmes of study, provided such alterations are reasonable
- To make reasonable variations to the content and syllabus of programmes of study (including in relation to placements)
- To suspend or discontinue programmes of study. A suspension or cessation plan will provide an appropriate 'teach-out' period to ensure that enrolled students may complete their studies as planned
- To make changes to its statutes, ordinances, regulations, policies and procedures which the University reasonably considers necessary and of benefit to its students (for example, in the light of changes in the law or the requirements of Falmouth's regulators). Such changes if significant will normally come into force at the beginning of the following academic year, and if fundamental to the programme will normally come into force with effect from the next cohort of students
- Not to provide programmes of study or to combine them with others if the University reasonably considers this to be necessary (for example, because too few students apply to join the programme for it to be viable)

In the unlikely event that Falmouth discontinues or does not provide a programme of study or changes it significantly before it begins:

- Falmouth will tell relevant individuals at the earliest possible opportunity
- An individual will be entitled to withdraw his or her application by telling Falmouth in writing within a reasonable time of being informed of the change
- Falmouth will make an appropriate refund of tuition fees and deposits paid

Falmouth will make available to students such learning support and other services and facilities as it considers appropriate, but may vary what it provides from time to time (for example, Falmouth may consider it desirable to change the way it provides library or IT support).

**Force majeure**

Standing regulations may be formally invoked by the Vice-Chancellor on behalf of the Academic Board in circumstances in which the University's academic business is significantly disrupted ('force majeure').

The standing regulations adhere to two key principles:

- No student is to be disadvantaged by a subsequent reassessment of their award and classification
- All existing procedures regarding appeals and complaints remain in force

Students shall not be deemed in default of these Terms, nor shall they hold the University responsible for, any cessation, interruption or delay in the performance of its provision of educational services (excluding payment obligations) due to a major outbreak of disease, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, industrial action (including that carried out by University staff), lockout, boycott or other similar events beyond the reasonable control of the University.

In the event of a force majeure the University will:

- Give prompt written notice thereof, and
- Take all steps reasonably necessary to mitigate the effects of the force majeure event
- If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party (ie student or the University) may immediately terminate these Terms upon written notice

You are advised to contact the University if you need clarification of particular issues.

Upon acceptance by an applicant of an offer of a place at Falmouth, the relationship between the applicant and Falmouth becomes contractual. In entering into that contract, neither the student nor Falmouth intends that any of the terms of the contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**Conduct**

Students are required to attend such lectures, tutorials, examinations and other activities as form part of their course. This includes the requirement to submit theses, dissertations and coursework on time.

Students must also be aware of and observe the University's Academic Regulations and other Student Regulations, policies and codes of conduct which can be seen on the University's website at [falmouth.ac.uk/studentregulations](http://falmouth.ac.uk/studentregulations)

You may also be subject to the University's regulations on Health, Wellbeing and Fitness to Study, which will be communicated to you individually.

### **Equality & diversity**

The University is committed to equality and diversity and the elimination of discrimination and our aim is to ensure that the University remains an inclusive environment where equality of opportunity and tolerance for all are fostered and promoted.

### **Termination**

Subject to the completion of any internal appeals procedures, you may be asked to leave the University if:

- Your academic performance or engagement is not satisfactory
- Action is taken in accordance with the University's disciplinary or Health, Wellbeing Fitness to Study procedures
- You fail to pay your fees in accordance with the University's regulations on payment of fees
- You are expelled or dismissed from any other organisation which you are required to attend or be a member of as part of your course
- 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 your programme

Depending on the circumstances the University may also be entitled to take legal action against you (for example to recover an outstanding debt). Provided the action taken to terminate the agreement is in accordance with the University's procedures, the University will not be liable for any loss or damage which you may suffer as a result.

Neither the student nor the University shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond that party's reasonable control, for example fire, flood or industrial dispute.

### **Intellectual property**

You are subject to the University regulations regarding intellectual property arising whilst you are a student of the University. The regulations are available on the University's website at [falmouth.ac.uk/studentregulations](http://falmouth.ac.uk/studentregulations)

Generally the procedure is the same for both students and members of staff. The University claims ownership of the intellectual property, and if it is exploited, it passes a substantial benefit from the net profits back to the student or staff member. However, if you have any questions or concerns regarding these provisions please discuss them with your supervisor or Director of your academic department.

### **Accommodation**

If you apply to the University to reside in University accommodation this is dependent on you continuing to study at the University. There are separate terms and conditions which apply to your occupation of University accommodation and further details of these are available from [fxplus.ac.uk/live/new-students-falmouth-university](http://fxplus.ac.uk/live/new-students-falmouth-university)

**Religious observance**

Whilst the University promotes an egalitarian learning community, applicants and students should be aware that:

- In an intensive course we have to routinely schedule activities, including examinations, on Fridays and Saturdays. Where this may conflict with the observance of religious days for some students, the University will endeavour to make alternative arrangements where reasonably possible. Students are therefore advised to inform the University in writing of such issues as soon as possible following their application to the University.

See also [falmouth.ac.uk/chaplaincy](http://falmouth.ac.uk/chaplaincy)

**General matters**

The agreement is between the University and the student and only these two parties can enforce the agreement between them. The Contracts (Rights of Third Parties) Act 1999 shall not apply. The agreement between the student and the University is governed by English law. If you have any questions please contact the Admissions team.

**Further information**

The current printed prospectus refers to entry from the September in the current year to the July of the following year. Course finder course listings on the University's website refer to entry from the September in the current year to the July of the following year. Falmouth University reserves the right, without notice, to withdraw courses or raise fees at any time before or after an applicant's admission.

If you have any complaints regarding the accuracy or fairness of the printed prospectus or course listings in the course finder, they should be addressed to the Registrar and Director of Student Administration, who will investigate the matter and reply, in writing, within 20 working days of receiving the letter.