

## STUDENT TERMS & CONDITIONS 2017-18

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

These Terms and Conditions ("Terms", "Terms and Conditions") are important. Please read them carefully before completing your online enrolment with Falmouth University ("University", "us", "we", or "our"). These Terms establish the basis of an agreement between the University and our students as to the rights, roles and responsibilities of both parties. If you do not accept these terms and conditions, please do not formalise and complete your enrolment. Your enrolment as a student confirms your acceptance of these terms and failure to abide by the regulations of the University may result in the termination of your enrolment. 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.

### Right to cancel

First Year Students who withdraw/intermit in the first 3 weeks (including the induction week) of their first study block will not be liable for a payment of tuition fees. However you should note that this only applies to tuition fees and you may be liable for fees associated with other contracts you may have entered into, for example, for accommodation.

## APPLICATION AND ADMISSION TO THE UNIVERSITY

It is essential that you have provided 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 at [www.falmouth.ac.uk](http://www.falmouth.ac.uk)

The University's Admissions Policy is available at [www.falmouth.ac.uk/student-regulations](http://www.falmouth.ac.uk/student-regulations)

### CRIMINAL CONVICTIONS

When you apply to the University, you must disclose any unspent criminal convictions. You should refer to the University's criminal convictions policy before you submit your application. The policy is available at [www.falmouth.ac.uk/studentregulations](http://www.falmouth.ac.uk/studentregulations)

### DISABILITIES

If you have study support needs related to a disability, including dyslexia and other specific learning needs, mental health conditions, or other health conditions, the University will seek to support you whenever reasonably 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 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. Further information is available at [www.fxplus.ac.uk/study/student-support-services](http://www.fxplus.ac.uk/study/student-support-services)

## **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 enrol online, you will be required to indicate how your fees will be paid.

Please familiarise yourself with the Fees Policy which gives more detail on the undertaking you are making. The Fees Policy can be found on the website under Student Regulations at <https://www.falmouth.ac.uk/student-regulations>

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 [www.falmouth.ac.uk/tuition-fees](http://www.falmouth.ac.uk/tuition-fees)

If you are a student on a University course that is delivered through a collaborative partner, then you may be subject to a different fee regime and payment schedule. Where this is the case, full details concerning the terms and conditions of payment will be communicated to you at the point of offer and you will be subject to those terms.

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, re-takes and extensions to the designated period of study, travelling expenses, or other miscellaneous expenses which may be related to your course. Your "welcome letter" will have outlined the reasonable expenses you can expect in relation to your specific course.

Welcome letters are available on our New Students web page online at <http://www.falmouth.ac.uk/new-students/welcome-letters>

## **FINANCIAL SUPPORT AND BURSARIES**

The University is able to provide limited 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 undergraduate or postgraduate courses, can be used to make a means-tested non-repayable grant to part-time or full-time undergraduate or postgraduate students. Further details of this and other awards are available on the University’s website at [www.falmouth.ac.uk/bursaries](http://www.falmouth.ac.uk/bursaries)

## **REGISTRATION AND UNIVERSITY MEMBERSHIP**

### **GENERAL GUIDANCE AND REGULATIONS**

All registered students are required to comply with the Student Code of Conduct and the Academic and General Regulations, policies and procedures of the University currently in force and which may be amended by the University from time to time.

Further details of these requirements can be found on the University’s website at [www.falmouth.ac.uk/student-regulations](http://www.falmouth.ac.uk/student-regulations) or from the University’s Information Officer by emailing [dpa@falmouth.ac.uk](mailto:dpa@falmouth.ac.uk)

If you are a student on a University course that is delivered through a collaborative partner, then you may be subject to codes, regulations, policies, and/or procedures that are specific to the partner’s provision. Where this is the case, it is the partner’s responsibility to bring such information to your attention and you will be required to comply with these codes, regulations, policies and/or procedures.

### **Attendance and conduct**

Students are required to attend such lectures, tutorials, workshops, assessment and other activities as form part of their course. This includes the requirement to submit 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 are available on the University’s website at [www.falmouth.ac.uk/student-regulations](http://www.falmouth.ac.uk/student-regulations)

### **Communications**

Students have an allocated University email account. All email communications from the University will be sent to that account and you are expected to use it and check it regularly.

### **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 and Fitness to Study procedures
- You fail to pay your fees in accordance with the University’s regulations on payment of fees, or in accordance with a collaborative partner’s regulations on payment of fees

- 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 course

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.

### **Our courses**

The University makes all reasonable efforts to deliver our courses and research opportunities and related services and facilities in the way described on its website. We will provide students with the tuition and learning support and other services and facilities it describes with reasonable care and skill.

However, the University shall be entitled if we reasonably consider it to be necessary (including in order to manage our resources and pursue a policy of continuous improvement appropriately):

- To alter the timetable, location, number of classes and method of delivery of courses, provided such alterations are reasonable
- To make reasonable variations to the content and syllabus of courses (including in relation to placements)
- To suspend or discontinue courses. 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 our statutes, ordinances, regulations, policies and procedures which the University reasonably considers necessary and of benefit to our students (for example, in the light of changes in the law or the requirements of the University's regulators or to incorporate sector guidance or best practice). Such changes, if significant, will normally come into force at the beginning of the following academic year and, if fundamental to the course, will normally come into force with effect from the next cohort of students. They may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where it is required by exceptional circumstances.
- To not provide courses 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 course for it to be financially or academically viable).

In the unlikely event that the University discontinues or does not provide a course or changes it significantly before it begins:

- The University 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
- The University will make an appropriate refund of tuition fees and deposits paid

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

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.

If you have any complaints regarding the accuracy or fairness of the printed prospectus or course listings in the course finder, this should be raised through the Complaints Procedure.

#### **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 (i.e. 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.

#### **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.

### **Religious observance**

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

- the University has to routinely schedule activities within the Academic Calendar, which may include activities on Fridays and over weekends. Where this conflicts 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 [www.falmouth.ac.uk/chaplaincy](http://www.falmouth.ac.uk/chaplaincy)

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

The application procedure, registration and enrolment, and your academic progress will provide the University with a range of information about you. The University holds this personal information about you in accordance with the Data Protection Act 1998, and from 25 May 2018 with the General Data Protection Regulation. By confirming your enrolment you agree to allow the University to process data about you, including sensitive personal data, both manually and electronically. We will use this information 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 Student Services 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 <https://www.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 [www.falmouth.ac.uk/dataprotection](http://www.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 [www.thestudentsurvey.com](http://www.thestudentsurvey.com) and surveys of student finances, on behalf of some of the organisations listed under Purpose 1 on the HESA website at [www.hesa.ac.uk/fpn](http://www.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 [www.falmouth.ac.uk/hesa-notices](http://www.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 [www.hesa.ac.uk/fpn](http://www.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 our 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.

### **Intellectual property**

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

You should also be aware of the University's policy regarding the Sale of Student Work, also available on the University's website at <https://www.falmouth.ac.uk/student-regulations>

### **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 [Live: New Students](#)