

## STUDENT TERMS & CONDITIONS 2021-2022 (DRAFT)

**These terms and conditions take effect for all enrolments from 1 August 2021 onwards.**

We regularly review and update our regulations and policies (see clause 4.4), including these Terms and Conditions. There are no material changes anticipated to the terms and conditions in place during the 2020-2021 academic year. Minor changes may be made however, and will be detailed here in a future update if so.

### Key Facts

These terms and conditions govern the relationship between Falmouth University and its students. You should familiarise yourself with the entirety of the terms and conditions and we would particularly draw your attention to the following seventeen elements:

Clause(s)	Description
10	You must provide us with emergency contact details and in extreme, life or death, circumstances (as defined within the clause) we may use these details without your explicit consent.
1.2	You accept these terms and conditions in their entirety when you enrol or re-enrol on your Course.
4.3	There are other regulations, policies and procedures which Falmouth students are required to comply with, and these are listed.
4.4	We may make changes to our regulatory and policy environment where we think this is beneficial. You will have the opportunity not to accept these changes and be supported to complete your studies elsewhere.
5	If you are studying with one of our partners, you need to be aware of their terms and conditions too.
6.7	Your tuition fees do not cover all costs associated with studying your Course. Indicative additional costs are published by the University (e.g. in the “fees and funding” tab of the course listing on the website) and included in your welcome letter.
6.9/6.10/6.11	If you withdraw from your Course, you may still be liable for fees and if you have a fee debt to the University you will not be allowed to re-enrol. Failure to arrange for payment of your tuition fees may lead to the termination of your enrolment.

8	We routinely make changes to our Courses. We only do this where we are required to, or we think it will be beneficial to you. We will work with you so that you understand the change and if you do not agree to them we will work with you to find an appropriate solution. This may involve a refund and/or supporting you to continue your studies elsewhere. We may choose not to run a Course if we consider there to be insufficient students.
9.2	You will have access to your Course information that forms part of this agreement
9.3i	You are required to regularly and frequently check your University allocated email address.
13.1/13.2	You are required to attend scheduled learning activities and help us, when requested, to record your attendance.
13.3	We may use data about your activity on our systems (e.g. Microsoft Teams and the virtual learning environment) to monitor your attendance of scheduled learning activities and wider engagement with the University.
13.4	If you fail to consistently attend, we may terminate your enrolment.
13.5	You must conduct yourself in accordance with prevailing health and safety expectations (e.g. social distancing).
14.3	We provide your photo to staff with responsibility for the delivery of your Course and your personal tutor.
14.4	We use information about you, including from your application, to provide tailored support.
14	We may need to share some of your data with third parties in order to deliver services to you (e.g. suppliers of IT systems and software licences).
17	Falmouth students automatically become members of the Students' Union. You may choose not to be a member by emailing <a href="mailto:info@thesu.org.uk">info@thesu.org.uk</a>

## 1. INTRODUCTION

- 1.1. These Terms and Conditions ("Terms", "Terms and Conditions") are important. Please read them carefully before completing your online enrolment with Falmouth University. These Terms establish the basis of the agreement between the University and you as a student with information on the rights, roles and responsibilities of both parties.
- 1.2. You must indicate your acceptance of these terms and conditions as part, and as a condition, of your enrolment or re-enrolment. Failure to abide by these Terms or the regulations of the University may result in the termination of your enrolment.

## 2. DEFINITIONS

**We/Us/Our/the University** means Falmouth University.

**You/Your** means an enrolled student of Falmouth University.

**Apprentice** means an employee who is enrolled for a Falmouth Course as part of an Apprenticeship.

**Apprenticeship** means an apprenticeship as defined by approved Apprenticeship standards.

**Apprenticeship Course** means the Course that is offered as part of an apprenticeship.

**Enrolment (Enrol)** means the process by which you:

- i. confirm and update as necessary, the personal details we hold for you; and
- ii. confirm the Course you are intending to study; and
- iii. agree to abide by, comply and engage with our Terms and Conditions and the University's related regulations, policies and procedures (see below); and
- iv. agree to pay or make arrangements to pay your tuition fees in accordance with the University's Fee Policy.

**HESA** means Higher Education Statistics Agency.

**Material Change** means a change to the Material Information listed below.

**Material Information** means the information we provided to you when we made you an offer of a place on your Course which includes:

- i. The published details of your Course, including: Course title; what you will study (for example core modules and likely optional modules); the range of different methods of study used on the Course (for example, lectures, seminars, work placements); expected workload including number of contact hours and expected self-study; the range of assessment methods for your Course (for example, coursework or practical assignments); the award you will receive on successful completion of your Course; location of study or possible locations; length of your Course; whether your Course is accredited by a professional, statutory or regulatory body (PSRB);
- ii. Our Admissions Policy.

iii. These Terms and Conditions.

**Course** means your course or Course of study e.g. BA(Hons)....

**Partner Organisation** means an institution or organisation with which the University has an agreement to deliver courses approved by the University and which lead to University awards.

**Quality Assurance and Enhancement Processes** means the ways in which we ensure our Courses are up to date and meet the required standards.

**Scheduled Learning Activity** means a learning activity guided by a member of staff and provided to you as part of your Course. This can, among other things, include lectures, seminars, tutorials, and moderated discussions whether these take place on University premises or via our online learning platforms. Scheduled learning activities may be provided synchronously (live) at a specific time or asynchronously (for example pre-recorded or a breakout collaborative task), or within a time window (for example over the course of a week or before another activity).

**Stakeholders** means a Professional, Statutory or Regulatory Body (PSRB) (for example RIBA), external examiners, employers, national and local government education departments, funding councils or bodies which commission or accredit Courses.

**Vital Interest** means a life or death issue for you or people around you (e.g. you become seriously ill).

Examples provided within these terms and conditions are provided for illustration purposes only and are not exhaustive in their scope.

### 3. RIGHT TO CANCEL

- 3.1. If you decide to accept our offer of a place and then change your mind, you have the right to cancel within 14 days without giving any reason. This cancellation period will expire 14 days from the date of your acceptance.
- 3.2. If you enrol for your Course and then change your mind, you have the right to cancel within 21 days from first date of the study block without giving us any reason. If you cancel within the 21-day cancellation period, we will reimburse to you all tuition fee payments made by you, or on your behalf, to the University. We will make the reimbursement using the same means of payment as you used to pay us.
- 3.3. If you exercise the right to cancel under 3.2 above, the University will release you from your contract for University provided accommodation. This only applies to accommodation contracts issued or brokered by the University or its partner organisation FX Plus. You are liable for fees associated with other contracts you may have entered into in connection with your study. For example: If you take out an accommodation contract with a third-party the

University is not able to release you from your obligations and is not liable for any rent or charges you incur.

3.4. To exercise the right to cancel you must inform us of your decision to cancel this contract by clear statement (for example in a letter sent by post, or via email).

#### **4. BECOMING A FALMOUTH STUDENT**

4.1. These Terms and Conditions together with the published information about your Course, form the basis of the relationship between you and us which starts when you accept an offer of a place on your Course. This includes acceptance through UCAS or another agency where applicable. Your ability to take up the offer of a place may depend on you meeting certain conditions (e.g. academic performance or obtaining a visa (see section 7)).

**4.2. Once you enrol, and when you re-enrol, you are considered to be a Falmouth University student and these Terms and Conditions will start to apply.**

4.3. On enrolment with the University, you will also be agreeing to abide by, comply and engage with University regulations, policies and procedures available at <https://www.falmouth.ac.uk/student-regulations>. In particular we refer you to:

- i. Admissions Policy
- ii. Academic Regulations
- iii. Registration Policy
- iv. Attendance Monitoring
- v. Academic Integrity Policy
- vi. Health, Wellbeing and Support for Study Policy and Procedure
- vii. Crisis Intervention and Emergency Contact Policy
- viii. Student Code of Conduct
- ix. Student Disciplinary Policy
- x. Suspension Policy
- xi. Appeals Policy and Procedure
- xii. Complaint's Policy and Procedure
- xiii. Intellectual Property Policy
- xiv. Policy on the sale of student work
- xv. Fees Policy (including refund and compensation)
- xvi. Health and Safety
- xvii. Data Protection Policy
- xviii. Privacy Notice

- 4.4. We may make changes to our Instrument, Articles, regulations, policies and procedures (including these Terms) which we reasonably consider necessary and of benefit to our students (for example, in the light of changes in the law, the requirements of the University's regulators or to incorporate sector guidance and best practice). Such changes, if significant in their scope, will normally come into force at the beginning of the following academic year and, if fundamental, will normally come into force with effect from the next cohort of students. All students will be informed of significant changes affecting them.
- 4.5. You will be required to re-enrol at the beginning of each year of your Course. You may choose not to re-enrol. Where you do not agree to changes we have made under clause 4.4 we will take reasonable steps to support you to complete your studies elsewhere.
- 4.6. If you have secured a place in University accommodation, your right to that place is subject to your continued registration as a student of the University. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.
- 4.7. These Terms continue to apply for as long as you remain enrolled on your Course unless terminated earlier as permitted within these Terms and Conditions. They may be updated during your enrolment and you will be notified of any changes prior to your enrolment. If you do not accept the changes the University will work with you to find an appropriate solution (e.g. supporting you to transfer your studies).

## **5. PARTNER ORGANISATIONS**

- 5.1. We provide some Courses in partnership with our Partner Organisations. If you are studying at one of our Partner Organisations you may also be required to agree to the terms and conditions that apply at the Partner Organisation. If there is a discrepancy between these Terms and Conditions and the terms and conditions provided by the Partner Organisation, these terms shall take precedence, except when you are on the premises of a partner organisation, when the partner's rules of conduct will apply.
- 5.2. University policy relating to your registration and academic progression, any procedural action (e.g. investigation under the academic integrity policy) may be administered by Partner Organisation staff in equivalent and/or similar roles to those outlined in the University's procedures; where procedural action is required, Partner Organisation staff will work in accordance with the relevant University policy.

5.3. If you are carrying out your studies at a Partner Organisation you may also be required to comply and engage with any policies they provide you with.

## **6. TUITION FEES, PAYMENT AND DEBT**

6.1. If you pay your tuition fees to us, then our Fees Policy will apply.

6.2. If you pay your tuition fees to one of our partner organisations, including Falmouth Flexible, the fee policy applicable to your Course will apply. You will need to familiarise yourself with this policy regarding what your fees will cover and for any additional costs information.

6.3. By enrolling on your Course, you are agreeing to pay the tuition fees, make arrangements to pay your tuition fees or to provide acceptable evidence that Student Finance or other sponsor has agreed to pay part or all of your fees.

6.4. If someone else (e.g. an employer) pays your fees but subsequently fails to do so, you will become responsible for payment.

6.5. If you are subject to the Falmouth University Fees Policy your tuition fees will cover your first attempt, referral and, in some circumstances one retake (without attendance) at all the modules necessary to complete that period of study. A period of study means the number of credits expected to be completed within the timeframe of your enrolment (e.g. most full-time undergraduate students studying a three-year course will study 120 credits in a year).

6.6. Unless stated otherwise, the course fees do not include any charges for residential accommodation, extensions to the designated period of study, travelling expenses, or other miscellaneous expenses which may be related to your Course. Additional modules and retakes of modules (with attendance) may incur an extra charge.

6.7. **There may be additional costs depending on your Course**, for example for field trips, equipment and materials. These will be detailed in the information we publish on our website as part of the course information and your “welcome letter” will have outlined the reasonable expenses you can expect in relation to your specific Course. See <http://www.falmouth.ac.uk/new-students/welcome-letters>.

6.8. Tuition fees may be subject to annual increases as permitted by legislation and as detailed in the tuition fees policy which applies to you.

6.9. If you withdraw from your Course, you may still be liable for some or all of the tuition

fees. Any liability will be calculated in accordance with the fee policy which applies to you.

6.10. If you have a tuition fee debt to the University you will not be able to enrol for the next academic year. We have the right to withhold award certificates and exclude you from attending a graduation ceremony until you have cleared the debt. Academic references will also not be provided until you have cleared the debt. Students studying on a Course at a Partner Organisation will need to refer to the tuition fee policy that applies at the Partner.

6.11. Failure to make payment in accordance with the Fee Policy may result in the termination of your enrolment.

## **7. IMMIGRATION REQUIREMENTS**

7.1. You will only be able to enrol on your Course if you are able to provide evidence that you have valid permission to study in the UK and understand that the University may require you to provide relevant document to prove this at any point during your studies.

7.2. Tier 4 visa students must pay specific attention to, and comply with, the requirements set out in the Attendance Monitoring Policy.

## **8. CHANGES TO YOUR COURSE**

8.1. We continually enhance our Courses by responding to feedback from our students and other Stakeholders, ensuring the curriculum is kept up to date and our graduates are equipped with the knowledge and skills relevant to their chosen discipline. We may make any such changes to our Courses without consulting you if the changes will not involve a Material Change.

8.2. There may be circumstances where we have to make a Material Change to the Material Information. In these circumstances, we will give you advance notice of the change and inform you about how this change will impact on your Course and work with you to understand the reasons for and the effect of the change on your studies.

8.3. If required, we can explore with you, alternative arrangements, such as transferring to another Course or another institution. You will also be entitled to withdraw your application or withdraw from your Course as a result of the change, in which case you should tell us via a clear statement (e.g. letter or email). You may make a claim for a refund of any tuition fees, deposits you have paid and costs incurred, in accordance with the Fee Policy or the policy that applies to you if you are studying at a Partner organisation.

8.4. Examples of reasons for making a Material Change to your Course may include (but are not limited to):

- i. A commissioning or accrediting body (for example, RIBA) requires us to add new course content to your Course;
- ii. In response to feedback from Stakeholders or our students through the University's Quality Assurance and Enhancement Processes;
- iii. Where there is an insufficient number of students applying to the Course or an optional module of a Course to make running the Course or module impractical to provide a suitable student experience and/or financially viable;
- iv. To reflect the introduction of new technologies;
- v. Where staff have taken extended leave or left the University;
- vi. Where the University is required to comply with new legislative or regulatory (including but not limited to Health and Safety) guidance;
- vii. Following changes to the funding we receive

**8.5. We may withdraw Courses before they have started but only in very limited circumstances including where there is an insufficient number of students applying to a Course which would mean that running the Course would not provide a suitable student experience and/or be financially viable.**

## **9. COMMUNICATIONS**

9.1. We will communicate with you about your offer of a place on your Course using the contact details provided to UCAS or directly to the University.

9.2. The Material Information provided as part of your acceptance of an offer of a place on your Course, including these Terms and Conditions, will be available to you throughout the duration of your studies via our web catalogue accessible via our virtual learning environment, Learning Space.

9.3. Once you have become a student (enrolled), we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:

- i. Your University email address. We expect you to check your University email account regularly and frequently both during and outside of term time. You may forward emails to a personal email account, but you will be required to use your University email account to send some communication/requests for some communications (e.g. requesting equipment loans). You should be aware that choosing to forward emails increases the chances that communication between you and the University is seen by third-parties (e.g. on a shared computer at home).

- ii. Our virtual learning environment and Microsoft Teams;
- iii. The Falmouth.ac.uk website and MyFalmouth App;
- iv. The phone numbers you provided at registration;
- v. By post to either your term-time or your home address.
- vi. The Falmouth University social media channels may be used to post general messages to students in exceptional circumstances (e.g. a failure of our campus IT systems)

## **10. EMERGENCY CONTACT**

10.1. When you enrol you must provide us with two emergency contacts. These may be friends, parents, guardians or any other individuals that you trust. In doing so you agree that:

- i. You have sought and obtained permission from the individuals for us to hold their names and contact details.
- ii. That if we have serious and continuing concerns about your Vital Interest or that of the people around you, the University may contact your emergency contact without your explicit consent. Examples of when the University would consider contacting your emergency contact include, but are not limited to:
  - a. Emergency Hospitalisation e.g. you are taken to hospital in an ambulance due to accident or illness;
  - b. Persistent non-engagement with mental health support mechanisms within the University where you, or those around you, are considered to be at risk of harm due to your health and related behaviour;
  - c. Where we are unable to contact you for more than 24 hours and where you, or those around you, are considered to be at risk of harm due to your health and/or any related behaviour.

10.2. The University will tell you who, when and why it has contacted a named emergency contact unless we reasonably believe it would further harm your Vital Interest to do so.

10.3. If there is considered to be no risk to your own Vital Interest or those around you, the University will not communicate with your emergency contact or anyone else acting on your behalf without explicit authorisation provided to us using a third-party authorisation form.

## **11. CRIMINAL CONVICTIONS**

11.1. You are required to inform the University if you are charged or convicted of an offence for which a custodial sentence (prison) may be applied while enrolled as a student, including where the offence takes place out of term time. This is so that we can work with you to assess any risk to your studies (we may be unable to effectively discharge our obligations under this

agreement if you are unable to attend for a given period of time) and members of our community.

11.2. 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).

## **12. DISABILITIES**

12.1. 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. You can tell us about the support you need by disclosing your disability during application, enrolment or completing the accessibility questionnaire on the MyFalmouth student portal.

12.2. 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).

## **13. ATTENDANCE AND CONDUCT**

13.1. You are required to attend such lectures, tutorials, workshops, assessment and other scheduled learning activities that form part of your Course whether these are delivered in person or via our online learning platforms (e.g. Microsoft Teams and our virtual learning environment). This includes the requirement to attend or submit formal assessments on time.

13.2. In accordance with the attendance monitoring policy we monitor attendance of scheduled learning activities where these occur online or on campus. To enable this, we may take registers of attendance, or require you to register your attendance, at timetabled activities (e.g. lectures and seminars) and/or at the Student Administration office, within a designated timeframe.

13.3. We may use user activity logs generated by our systems to monitor attendance and wider engagement with the University. This includes manual analysis and interpretation of data from Microsoft Office 365 (e.g. Teams) and/or our virtual learning environment to ascertain if you participate in a scheduled learning environment or with your studies more generally.

13.4. The University may terminate your enrolment where you consistently fail to attend scheduled learning activities. We may refer you to our Health, Wellbeing and Support for Study Policy should we have reasonable concerns about your attendance or your wellbeing arising from your wider engagement.

13.5. You agree to conduct yourself in accordance with prevailing health and safety expectations (for example social distancing) at the time, and as defined by Public Health England and the University and agree not to put yourself or others at risk of harm. Failure to do so may result in disciplinary action being taken by the University. Examples of unacceptable behaviour include, but are not limited to:

- i. Not following written or verbal instructions on the use of personal protective equipment on campus;
- ii. Attending campus learning and (formal or informal) social activities where you have been diagnosed with, or have symptoms of COVID-19 and before the prescribed period of self-isolation has elapsed.
- iii. Attending campus learning and (formal or informal) social activities where you are subject to travel quarantine requirements.
- iv. Acting in a way that could bring the University into disrepute (e.g. undertaking/attending private engagements or events that would contravene prevailing health and safety expectations).

13.6. 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).

#### **14. DATA PROTECTION AND DISCLOSURE OF PERSONAL INFORMATION**

14.1. The application procedure, registration and enrolment, and your academic progress will provide the University with a range of information about you. We will protect your data, ensure we keep your information private and will only allow our staff to use your data to do their specific job. We may need to share your data with a third party in order to deliver services to support your studies (e.g. our virtual learning environment provider or our campus

service provider FX Plus). Where it is necessary to share your information outside the University, we have security measures in place to ensure your privacy is not affected. For further information please see [www.falmouth.ac.uk/data-privacy](http://www.falmouth.ac.uk/data-privacy).

14.2. Our Privacy notice provides Statutory information under the EU's 2016/679 General Data Protection Regulations and the UK's Data Protection Act 2018 c.12 about how we collect, use and share your data.

14.3. Our systems provide your photo and name to staff with responsibility for the delivery of all or part of your Course (including personal tutors) to make it easier for them to engage with you and ensure we can verify your identity (e.g. when undertaking assessments or taking registers).

14.4. The University uses information provided by you to us in your application and enrolment and how you engage with our systems (e.g. the virtual learning environment, library services) to provide tailored support to you. This includes information about your prior educational attainment and social demographic data derived from your address to support the University to evaluate its achievement of published access and participation plans.

14.5. Where contractually required, we may disclose information relating to your academic progress to your sponsor (e.g. if you are an Apprentice your employer will be entitled to be provided with information about your academic progress).

14.6. 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>

14.7. We are required to pass your contact details to survey contractors to carry out the National Student Survey (NSS) at [www.thestudentsurvey.com](http://www.thestudentsurvey.com) and surveys of student finances and outcomes (e.g. the [Graduate Outcome Survey](#)), 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.

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

14.9. Falmouth University reserves the right to share your information with FX Plus (a company wholly owned by Falmouth University and University of Exeter) in order to recover outstanding debts linked to the suite of services which it provides but not limited to accommodation, library loans, equipment loans, damage to property, or other losses incurred through the use of FX Plus or Falmouth University provided products or services.

## **15. TERMINATION**

15.1. The relationship between you and us will end and these Terms and Conditions will cease to apply:

- i. If you withdraw from the University; or
- ii. If you are required to withdraw with regard to your academic performance in accordance with our Academic Regulations or in accordance with our disciplinary or health, wellbeing and support for study procedures; and/or
- iii. For non-payment of fees in accordance with the University's Fees Policy.

15.2. We may terminate our relationship with you in writing with immediate effect if:

- i. You are expelled or refused admission to or membership of any organisation which you are expected to attend or be a member of as part of your Course; or
- ii. Between accepting an offer and starting your Course there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Course; or
- iii. In our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Course; or
- iv. Where your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or
- v. If your continuing registration at the University puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements; or
- vi. If you fail to maintain employment required as part of your Course, regardless of cause or fault.

15.3. If you fail to meet the conditions of our offer, or if you have not already enrolled at the time of termination, we shall be entitled to refuse to enrol you on your Course. If, at the time of termination you have enrolled, we shall be entitled to require you to stop studying on your Course and leave the University immediately.

15.4. On termination, you are required to return your student identification card, together with all

property owned by us. You must pay all outstanding fees immediately. Any contract you have for University accommodation will terminate in accordance with its terms.

15.5. Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take (for example to recover an outstanding debt).

15.6. 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.

15.7. 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.

## **16. GENERAL**

16.1. Alternative 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. All existing procedures regarding appeals and complaints will 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, 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.

16.2. In the event of an event outside of the University's control having a significant impact on the business of the University we will:

- i. Give prompt written notice thereof; and
- ii. Take all steps reasonably necessary to mitigate the effects of the event.

16.3. If the 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. Where our relationship is terminated due to an event beyond the University's control the University will take reasonable steps, within its power, to support you to complete your studies elsewhere.

16.4. 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.

- 16.5. These Terms are the entire understanding between you and us about your Course and replace any other undertakings or representations. In the event of any discrepancy between these terms and conditions and the Material Information or the terms and conditions provided by any Partner organisation, these terms and conditions shall take precedence except where section 5 of these Terms and Conditions applies.
- 16.6. These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.7. Nobody else has any rights under this contract. This contract is between you and us and no other person (third party) shall have any rights to enforce any of its terms.
- 16.8. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example: if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 16.9. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 16.10. The relationship between us shall be governed by and in accordance with the laws of England and Wales and we and you agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## **17. MEMBERSHIP OF THE STUDENTS' UNION**

17.1. As a Falmouth student you will have the right to be a member of The Students' Union, but you may also choose not to be a member. Membership of The Students' Union is given automatically to all new students. The Students' Union may require you to obtain proof of membership which may be required in order to participate in certain Union activities.

17.2. If you do not wish to be member of the Students' Union or for them to hold or process your data, you may indicate your wish in writing to the Chief Executive of the Students' Union at any time by emailing [info@thesu.org.uk](mailto:info@thesu.org.uk). See <https://www.thesu.org.uk/tac/membershipdata/> for further information.

## **18. COMPLAINTS**

18.1. We welcome feedback on our Courses and the services we offer. As part of our complaints procedure, if you have concerns or feedback, we would encourage you to discuss them with those responsible as soon as possible so that we can work with you to provide a quick resolution.

18.2. We have a student complaint procedure that is accessible to all students and applicants. Full details of the procedure can be found in the Complaints Policy and Procedure. If, further to your complaint, we have provided you with a 'Completion of Procedures' letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: [www.oiahe.org.uk](http://www.oiahe.org.uk).

18.3. Our Complaints Policy includes information for making a complaint if you are a student studying at a Partner Institution.